



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

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 CTG

**Denis Goulet**  
 Commissioner

January 25, 2024

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

**REQUESTED ACTION**

Authorize the Department of Information Technology, for the benefit of the Department of Safety (DOS), to enter into a **Sole Source** amendment to an existing Contract with ENE Systems of New Hampshire, (VC #270016) of Bow, N.H., by increasing the price limitation by \$409,335.00, from \$1,600,000.00 to \$2,009,335.00 for the purpose of adding new sites to the Department of Safety building surveillance camera system, with no change to the contract completion date of June 30, 2027, effective upon Governor and Executive Council approval. This agreement was originally approved by the Governor on June 15, 2022, Item #64. Source of Funds: 73.3% Transfer from other Agency, 26.7% Agency Watercraft Safety Funds.

Funds are available in the following accounts for SFY 2024 and SFY 2025 with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	SFY 2024	SFY 2025	TOTAL
01-03-03-030010-76230000-DolT-IT for Safety 038-500177 Technology Software	\$100,000.00	\$200,000.00	\$300,000.00
02-23-23-234010-50010000 Department of Safety-Watercraft Safety 103-500737 Contracts for OP Services	\$109,335.00		\$109,335.00
<b>Total</b>			<b>\$409,335.00</b>

### EXPLANATION

This contract amendment is **Sole Source** because the price increase is greater than 10% more of the originally solicited contract.

This contract amendment is required to add funding for additional sites included in future phases of this initiative. ENE Systems currently provides modern cameras and an integrated Video Management System to manage the video with configurable retention periods and the ability to view captured video from any location. These additional sites will improve overall building surveillance and workplace security especially for Department of Safety buildings with areas open to the public. This future phase will replace end of life camera systems and enhance coverage at the additional DOS locations throughout the State to include additional Troop stations and DMV substations.

This contract is the result of DOS-RFP 2022-064 - DOS Building Surveillance Cameras that was issued on March 2, 2022, with a closing date of April 13, 2022. ENE Systems of New Hampshire was the only respondent to the RFP.

The Department of Information Technology and the Department of Safety respectfully requests approval of this contract.

Respectfully submitted,



Denis Goulet  
Commissioner of Information  
Technology



Robert L. Quinn  
Commissioner of Safety

DOIT #2022-064A  
RID #84012



**STATE OF NEW HAMPSHIRE**

**STATE OF NEW HAMPSHIRE**

**BUILDING SURVEILLANCE CAMERAS**

**DOS 2022-064**

**CONTRACT AMENDMENT A**

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**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY  
 BUILDING SURVEILLANCE CAMERAS  
 DOS 2022-064  
 CONTRACT AMENDMENT A**

**INTRODUCTION**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract DOS 2022-064, on June 15, 2022, Item #64 (herein after referred to as the "Agreement"), ENE Systems of New Hampshire (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 Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

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

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

WHEREAS, the Vendor agrees to provide installation, maintenance, and support for a building surveillance system including additional phases and sites as outlined in the Agreement Exhibit C, Section 9.1.2.

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$409,335.00 to bring the total contract price to \$2,009,335.00.

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 \$409,335.00 from \$1,600,000.00 to \$2,009,335.00

<b>TABLE 2: CONTRACT HISTORY</b>				
<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>G&amp;C APPROVAL DATE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
DOS 2022-064	Original Contract	June 15, 2022, Item #64	June 30, 2027	\$1,600,000.00
Amendment A	1 <sup>st</sup> Amendment	TBD	June 30, 2027	\$409,335.00

State of NH Contract  
 Date: 1/22/24  
 Contractor's Initials   
 Page

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY  
BUILDING SURVEILLANCE CAMERAS  
DOS 2022-064  
CONTRACT AMENDMENT A

	Increase Price Limitation			
<b>CONTRACT TOTAL</b>				<b>\$2,009,335.00</b>

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State of NH Contract  
Date: 1/22/24  
Contractor's Initials (RL)  
Page

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY  
BUILDING SURVEILLANCE CAMERAS  
DOS 2022-064  
CONTRACT AMENDMENT A**

**CONTRACTOR**

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

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

  
\_\_\_\_\_  
R. Lindsay Briske, President  
ENE Systems of New Hampshire

Date: 1/22/2024

**STATE OF NEW HAMPSHIRE**

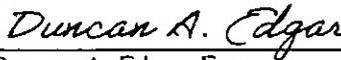
  
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Date: January 25, 2024

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

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

**Approved by the Attorney General**

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

Date: March 11, 2024

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

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State of NH Contract

Date: 1/22/24

Contractor's Initials 

Page

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENE SECURITY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 11, 2022. 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: 893177

Certificate Number: 0006524550



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of January A.D. 2024.

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

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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

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

<b>PRODUCER</b> RogersGray, A Baldwin Risk Partner 410 University Ave Westwood MA 02090  License#: PC-514062 ENESYST-01	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 800-553-1801      FAX (A/C, No): 877-816-2156 E-MAIL ADDRESS: mail@rogersgray.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Comp</td> <td>27855</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Comp</td> <td>16535</td> </tr> <tr> <td>INSURER C : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER D : Underwriters at Lloyd's London</td> <td>15792</td> </tr> <tr> <td>INSURER E : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Comp	27855	INSURER B : Zurich American Insurance Comp	16535	INSURER C : Cincinnati Insurance Company	10677	INSURER D : Underwriters at Lloyd's London	15792	INSURER E : Travelers Property Casualty Co	25674	INSURER F :
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INSURER D : Underwriters at Lloyd's London	15792														
INSURER E : Travelers Property Casualty Co	25674														
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER: 1326388515**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO9809451-07	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP9809452-07	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 50	Y	Y	EXS 0606492	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC9809450-07	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D D E	Professional/Pollution Excess Professional/Pollution Excess Liability			B0621PENES000124 B0621PENES000724 EX-9X083690-24-NF	3/1/2024 3/1/2024 3/1/2024	3/1/2025 3/1/2025 3/1/2025	Claim/Agg/Retention \$2M/\$2M/\$50,000 Claim/Agg/Retention \$3M/\$3M/\$0 Occ/Agg/Retention 5M/5M/\$0

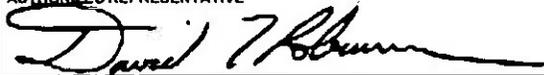
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When Required by Written Contract, the Following Applies:

General Liability: Additional Insured Ongoing (U GL 21 62 A CW 02 19) and Completed Operation (U GL 21 62 A CW 02 19) Primary and Non-Contributory Basis (U GL 21 62 A CW 02 19), Waiver of Subrogation (U GL 925 B CW 12 01)  
 Auto Liability: Additional Insured (U CA 424 F MA 10 14), Primary and Non-Contributory Basis (U CA 424 F MA 10 14), Waiver of Subrogation (U CA 424 F MA 10 14)  
 Excess/Umbrella Lead 5M: Additional Insured follows form over underlying General Liability and Automobile Liability, Primary and Non-Contributory Basis (XS 493 11 20), Waiver of Subrogation (XS 101 09 20)  
 Excess Liability 5Mx5M: Additional Insured follows form over underlying Umbrella Liability, Primary and Non-Contributory Basis (XP 01 65 02 14), Waiver of See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Department of Administrative Services Bureau of Purchase & Property 25 Capitol Street Room 102 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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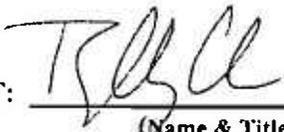
**Sole Proprietor Certification of Authority**

I, R. Lindsay Drisko, hereby certify that I am the Sole Proprietor  
*(Name)*  
of ENE Security, LLC which is a tradename registered with the Secretary of State  
*(Name of Business)*

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 that they have full authority to bind the business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 1/5/2024

ATTEST:   
*(Name & Title)*  
R. Lindsay Drisko, President

JUN01 '22 AM 10:09 RCVD

64 mlc



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet  
Commissioner

May 31, 2022

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

**REQUESTED ACTION**

Authorize the Department of Information Technology, for the benefit of the Department of Safety, to enter into a contract with ENE Systems of New Hampshire, (VC #270016 ) of Bow, NH, in the amount of \$1,600,000.00 to procure a new Video Management System to manage Department of Safety building surveillance camera video and to replace the existing out dated cameras and network video recorders throughout the Department of Safety buildings. The contract is for a five year term effective upon Governor and Executive Council approval through June 30, 2027 with an option to extend for two (2) additional years at the sole option of the State and with Governor and Council approval.

Funds are available in the following accounts for SFY 2022 and FY 2023 and are anticipated to be available in SFY 2024 through SFY2027 upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified, without approval from Governor and Executive Council. 93.8% Transfer from Other Agency, 0.3% General Funds, 0.3% Highway Funds, 0.3% Turnpike Funds, 0.4% Federal Funds, 4.9% Other Income

CAT#-DEPT#-AGENCY#- ACTIVITY#-ACCTG UNIT#-DEPT NAME-ACCTG UNIT NAME CLASS-ACCOUNT CODE	Activity Code	SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026
01-03-03-030010-76230000-DoIT-IT for Safety 038-500177 Technology Software	03230052	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
02-23-236010-27400000-103-500737		\$20,000				
02-23-234015-29270000-103-500737		\$20,000				
02-23-238010-66310000-103-500737		\$20,000				
02-23-236510-13950000-103-500737		\$40,000				
<b>SUBTOTAL</b>		<b>\$400,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$300,000</b>
<b>GRAND TOTAL</b>						<b>\$1,600,000</b>

**EXPLANATION**

This contract is required to replace the current Department of Safety building cameras and Network Video Recorders which are outdated, in some instances not working. The current Network Video Recorders are stand alone with no central Video Management System to manage and view the collective video captured. ENE Systems will provide modern cameras and an integrated Video Management System to manage the video with configurable retention periods and the ability to view captured video from any location. This will improve overall building surveillance and workplace security especially for Department of Safety buildings with areas open to the public. This contract will utilize a phased approach. The first phase will procure the new Video Management System and replace 108 cameras and 7 Network Video Recorders at seven Department of Safety locations. Future phases, as funding becomes available, will replace end of life camera systems and enhance coverage at additional DOS locations.

This contract is the result of DOS-RFP 2022-064 – DOS Building Surveillance Cameras that was issued on March 2, 2022 with a closing date of April 13, 2022. ENE Systems of New Hampshire was the only respondent to the RFP.

The Department of Information Technology and the Department of Safety request approval of this project agreement with ENE Systems of New Hampshire.

Respectfully submitted,



Denis Goulet  
Commissioner DOIT



Robert L. Quinn  
Commissioner  
Department of Safety

DG/RA  
DoIT Project Number: 2022-064  
RID: 69686

Attachment A: Project Quote Evaluation Summary  
 DOS-RFP 2022-064 – DOS Building Surveillance Cameras

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

**Project Name: Video Camera Surveillance**

Evaluation Factor	Points Distribution	Received Proposals			
		ENE Systems		Pass	
Adherence to Mandatory Requirements (Pass/Fail)		Average Ranking	Point Score	Average Ranking	Point Score
<b>Technical Proposal</b>					
<i>Proposed NVR &amp; VMS Solution:</i>					
Network Configuration	50	3.33	33.33	0.00	0.00
NVR Solution	100	3.67	73.33	0.00	0.00
VMS Solution	100	3.89	77.78	0.00	0.00
Security	50	3.50	35.00	0.00	0.00
<b>Subtotal: Proposed NVR &amp; VMS Solution</b>	<b>300</b>		<b>219.44</b>		<b>0.00</b>
<i>Proposed Camera Solution:</i>					
Features	125	3.83	95.83	0.00	0.00
Security	75	3.83	57.50	0.00	0.00
Support & Maintenance	50	3.17	31.67	0.00	0.00
<b>Subtotal: Proposed Camera Solution</b>	<b>250</b>		<b>185.00</b>		<b>0.00</b>
<b>Company &amp; Staff Qualifications</b>	<b>50</b>	<b>3.22</b>	<b>32.22</b>	<b>0.00</b>	<b>0.00</b>
<b>Technical Proposal Score</b>	<b>600</b>		<b>436.67</b>		<b>0.00</b>
		3.56		0.00	
<b>Proposal Cost</b>	<b>400</b>	<b>\$1,600,000.00</b>		<b>\$</b>	
(lowest proposed cost/vendor's proposed cost) X maximum allocated points for proposal cost			400.00		
<b>Total Score</b>	<b>1000</b>		<b>836.67</b>		<b>0.00</b>

Scoring Team	
Scorer Name	Position/Agency
Kellie Currier	Business System Analyst II / DoIT
Becky Peoples	IT Manager III / DoIT
John Kelly	Technical Support Specialist IV / DoIT
Jeffery Bond	Assistant Director/ DMV - Administration
Thomas Chagnon	IT Manager III / Department of Safety/DMV
Paul Amante	Assistant Director/Department of Safety/Emergency Communications



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

Denis Goulet  
Commissioner

May 27, 2022

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with ENE Systems of New Hampshire of Bow, NH, as described below and referenced as DoIT No. 2022-064.

The purpose of this contract with ENE Systems of New Hampshire is to procure a new Video Management System to manage Department of Safety building surveillance camera video and to replace the existing out dated cameras and network video recorders throughout the Department of Safety buildings.

The amount of the contract is not to exceed \$1,600,000.00 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2027.

A copy of this letter will accompany the DoIT's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA  
DoIT #2022-064  
cc: Ronald Reed, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

Department of Information Technology

Building Surveillance Cameras

DOS-2022-064

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DOS-2022-064-Building Surveillance Cameras**  
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Contractor Initials:     

Date: 5/26/22.

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DOS-2022-064-Building Surveillance Cameras**  
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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DOS-2022-064-Building Surveillance Cameras**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

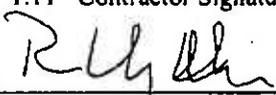
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord NH 03301	
1.3 Contractor Name ENE Systems of New Hampshire		1.4 Contractor Address 155 River Road, Suite 10, Bow, NH 03304	
1.5 Contractor Phone Number 603-856-0330	1.6 Account Number	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$1,600,000.00
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date: 5/26/22		1.12 Name and Title of Contractor Signatory R. Lindsay Drisko, President	
1.13 State Agency Signature  Date: 5/26/22		1.14 Name and Title of State Agency Signatory Denis Goulet, Chief Information Officer, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>Isl Stacie M. Masses</i> On: May 31, 2022			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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Contractor Initials:   RDS  

Date:   5/24/22

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

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

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

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

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

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

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**EXHIBIT A – SPECIAL PROVISIONS**

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**EXHIBIT A - SPECIAL PROVISIONS**

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

- A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**
- 3.3** The Term may be extended up to Two (2) years(s), ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2029 under the same terms and conditions, subject to approval of the Governor and Executive Council.
- A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**
- 5.5** The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:**
- 8.2.2** give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
- A.4 Provision 9, Termination, is deleted and replaced with the following:**
- 9. TERMINATION**
- 9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The

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Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.2 Termination Procedure**

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

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

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

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

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the orderly transfer of such Services to the State or its designees ("Transition Services").

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

**A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

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

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and

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Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

- 10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8 This covenant in paragraph 10 shall survive the termination of this Contract.
- A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:
- 12.2 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
  - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.
- A.7 Provision 14.1.1, Insurance, is deleted and replaced with the following:
- 14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate; and Tech Errors & Omissions insurance, with limits not less than \$2,000,000 per or claim, \$4,000,000 aggregate
- A.8 The following Provisions are added and made part of the P37:
25. FORCE MAJEURE
- 25.3 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

**26. DEFECTIVE WORK**

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

**27. EXHIBITS/ATTACHMENTS**

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

**28. NON-EXCLUSIVE CONTRACT**

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

**29. GOVERNMENT APPROVALS**

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

**30. ORDER OF PRECEDENCE**

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

- i. State of New Hampshire, Department of Safety Contract Agreement DOS-CONTRACT 2022-064.
- ii. State of New Hampshire, Department of Safety, DOS-RFP-2022-064 Building Surveillance Cameras.
- iii. Contractor Proposal Response to Department of Safety, DOS-RFP-2022-064 Building Surveillance Cameras dated April 13, 2022

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**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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

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

**1. CONTRACT TERM**

The Contract shall begin on the Effective Date and extend for Five (5) years, with the exception of events of force majeure, inclusive of maintenance, operation and support. Maintenance, operation and support services shall start on the next day of the State's issuance of the Letter of System Acceptance. The Term may be extended for an additional two (2) years for maintenance, operation and support services, at the sole option of the State, at the rate set forth in this contract.

**2. STATEMENT OF WORK**

In the first phase, the Contractor shall provide and maintain a new Video Management System (VMS) and install 108 cameras and seven (7) Network Video Recorders (NVRs) in the following locations:

- 23 Hazen Drive, Concord
- 33 Hazen Drive, Concord
- 110 Smokey Bear Boulevard, Concord (IPOC)
- 4 Meadowbrook Drive, Milford
- 149 Emerald Street, Suites A1 & A2, Keene
- 50 Boston Harbor Road, Dover
- 50 Communications Drive, Laconia

The Contractor shall use the existing wiring of the current cameras; however, the Contractor shall replace the existing camera mounts if needed. The Contractor shall run two (2) new CAT5e (or higher) cables for two (2) new interior cameras at the IPOC.

Future phases, as funding becomes available, will replace end of life camera systems and enhance coverage at additional Department of Safety locations.

For each subsequent phase the State will determine the location for additional camera replacement/installations based on the Future Camera pricing, NVR pricing and Installation rates identified in *Exhibit C – Price and Payment Schedule* in this contract. The Contractor will then perform a walk-through of the identified location(s) and provide the State with a quote based on the Future Camera pricing, NVR pricing and Installation rates identified in *Exhibit C – Price and Payment Schedule* in this contract. Once the State agrees with the quote for the identified location(s) the Contractor will be given notice to proceed.

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**3. BUSINESS / TECHNICAL REQUIREMENTS**

Business and Technical Requirements are identified in Exhibit G: Attachment 1

**4. ACTIVITY, DELIVERABLES AND MILESTONES**

<b>PHASE 1 ACTIVITY / DELIVERABLES / MILESTONES WORKSHEET</b>			
	<b>ACTIVITY, DELIVERABLES OR MILESTONES</b>	<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
	Conduct Project Kickoff Meeting	Non-Software	Within 5 days of Award
	Project Management Plan	Written	Within 5 days of kick off
	Infrastructure Plan including Physical NVRs\Servers, Desktop and Network Configuration Requirements	Written	Within 5 days of approval PM Plan
	Security Plan	Written	Within 5 days of approval PM Plan
	Communications and Change Management Plan	Written	Within 5 days of approval PM Plan
	Testing Plan	Written	Within 5 days of approval PM Plan
	Deployment Plan	Written	Within 5 days of approval PM Plan
	Training Plan	Written	Within 5 days of approval PM Plan
<b>INSTALLATION BY SITE (33 &amp; 23 Hazen, 110 Smokey Bear Blvd, Concord &amp; 4 Meadowbrook Drive, Milford)</b>			
	Install cameras, NVRs\Servers and any additional needed hardware	Non-Software	Within 6 weeks of approval PM Plan
	Install VMS Software	Software	Within 6 weeks of approval PM Plan
<b>EXECUTION BY SITE (33 &amp; 23 Hazen, 110 Smokey Bear Blvd, Concord &amp; 4 Meadowbrook Drive, Milford)</b>			
	Create\Develop On Premise or Optional Cloud-Based Production Environment	Software	Within 8 weeks of approval PM Plan
	Conduct Training of State IT staff that will Support & Administer environment	Non-Software	Within 8 weeks of approval PM Plan
<b>TESTING BY SITE (33 &amp; 23 Hazen, 110 Smokey Bear Blvd, Concord &amp; 4 Meadowbrook Drive, Milford)</b>			
	Conduct User Acceptance Testing	Non-Software	Within 8 weeks of approval PM Plan

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Conduct System Performance (Load/Stress) Testing including viewing live video from all remote locations by multiple users	Non-Software	Within 8 weeks of approval PM Plan
Certification of 3rd Party Pen Testing (for Optional Cloud-Based Solution Only) and Application Vulnerability Scanning	Non-Software	Within 8 weeks of approval PM Plan
<b>TRAINING</b>		
Conduct Training of State Admin staff	Non-Software	Within 10 weeks of approval PM Plan
<b>SYSTEM DEPLOYMENT</b>		
Production Environment Validation of Installation	Software	Within 12 weeks of approval PM Plan
Provide Documentation	Written	Within 12 weeks of approval PM Plan
<b>OPERATIONS</b>		
Ongoing Support & Maintenance	Non-Software	One year from acceptance
Conduct Project Exit Meeting	Non-Software	Within 12 weeks of approval PM Plan

**5. DELIVERABLE REVIEW AND ACCEPTANCE**

**5.1 Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its

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option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**5.2 Software Deliverables Review and Acceptance**

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

**5.3 Number of Deliverables**

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

**5.4 Conditional and Unconditional Acceptance**

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

**6. CHANGE ORDER**

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

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

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

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

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**7. IMPLEMENTATION SERVICES**

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

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

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

**8. PROJECT MANAGEMENT**

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

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

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

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

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

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**8.1 The Contractor Key Project Staff**

**8.1.1 The Contractor's Contract Manager**

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

**Tyler Lennon**  
603-856-0330  
TylerLennon@enesystems.com

**8.1.2 The Contractor's Project Manager**

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

**Dan Hanright**  
603-231-7897  
Dhanright@eneofnh.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Twenty-Four (24) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**8.1.3 Change of Project Manager**

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

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

**8.1.4 The Contractors Additional Key Project Staff**

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

**Paul Heald**  
603-856-0330  
Pheald@eneofnh.com

**Kristina Plourde**  
603-856-0330  
Kplourde@eneofnh.com

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

**8.1.5 Termination for Lack of Project Management and Key Project Staff**

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

**8.2 The State Key Project Staff**

**8.2.1 The State Contract Manager**

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

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

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**8.2.2 The State Project Manager**

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

John Kelly  
603-230-3008  
John.F.Kelly@doit.nh.gov

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

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

**9. WORK PLAN**

9.1 The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Ten (10) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. See RFP Response for Initial Work Plan Submittal.

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

**9.3 Updates to the Work Plan**

9.3.1 The Contractor shall update the Work Plan as necessary, but no less than every two (2) 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 shall be approved by the State, in writing, prior to final incorporation into the Work Plan.

9.3.2 Unless otherwise agreed in writing by the State, changes to the 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.

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9.3.3 In the event of any delay in the Schedule to include excusable delays and/or force majeure, the State and/or the Contractor shall notify the other 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.

9.3.4 In the event additional time is required by the Contractor or the State 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 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.

**10. ACCEPTANCE & TESTING SERVICES**

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. In addition, the Test Plan shall include network load testing (which should include simultaneously watching live video while watching a video archive, multiple staff watching live video at a remote location).

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the Solution as a whole, (e.g., hardware, software modules or functions, and Implementation(s)). This shall include, but not limited to, planning, test scenario, Performance Tuning and Stress tests, Security Review and tests, User Acceptance Test, 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.

**11. MAINTENANCE, OPERATIONS AND SUPPORT**

**11.1 System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected

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functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**11.2 System Support**

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

- 11.2.1 Hardware support costs will not be charged to the State until the warranty period has expired for the given hardware. As all hardware is covered by a one-year warranty period, maintenance for all hardware will all begin on year two from its installation date Reference: *Exhibit C: 9.2.2 and 9.2.4 for Pricing Schedule.*
- 11.2.2 The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty-four (24) business hours of a request;
- 11.2.3 The Contractor response time for support shall conform to the specific deficiency class as described below:
- 11.2.4 Severity Level 1 - Severity Level 1 is defined as an urgent issue, when any part, portion, or module of the System is down and the State is unable to use the system. Upon notification of a severity level 1 problem, the Contractor shall make every attempt to respond as soon as possible with the expectation that the response be within two (2) hours. The Contractor shall resolve Severity Level 1 problems within four (4) hours unless the Contractor has notified the State of the reason for the delay and the State approves the delay.
- 11.2.5 Severity Level 2 - Severity Level 2 is defined as a critical issue associated with System component(s) that incur significant outages and/or failure which precludes its successful operation. The System may be operational, but is severely restricted (for example, credentials cannot be opened). Upon notification of a severity level 2 problem, the Contractor shall make every attempt to respond as soon as possible with the expectation that the response be within four (4) hours. The Contractor shall resolve Severity Level 2 problems within eight (8) hours unless the Contractor has notified the State of the reason for the delay and the State approves the delay.
- 11.2.6 Severity Level 3 - Severity Level 3 is defined as a minor issue that exists with the System, but the majority of the functions are still usable and some circumvention may be required to provide supported services. The

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Contractor shall resolve Severity Level 3 problems as quickly as possible which, on average, should not exceed thirty business days.

- 11.2.7 Severity Level 4 - Severity Level 4 is defined as a very minor issue or question that does not affect System function (for example, the text of a message is worded poorly or misspelled). The Contractor will shall work with the State to determine the appropriate turn-around time for Severity Level 4 problems.
- 11.2.8 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.
- 11.2.9 The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;
- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
- i. nature of the Deficiency;
  - ii. current status of the Deficiency;
  - iii. action plans, dates, and times;
  - iv. expected and actual completion time;
  - v. Deficiency resolution information;
  - vi. resolved by;
  - vii. identifying number i.e. work order number; and
  - viii. issue identified by; and
- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
- i. mean time between Reported Deficiencies with the Software;
  - ii. diagnosis of the root cause of the problem; and
  - iii. identification of repeat calls or repeat Software problems.
- 11.2.10 The Contractor shall maintain a record of the activities related to Warranty.
- 11.2.11 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

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**11.3 Contract Warranties and Representations**

**11.3.1 System**

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

**11.3.2 Software**

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

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

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to 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 Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**11.3.3 Deficiencies**

All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

**11.3.4** If in the Event of Default, the Contractor fails to correct the Deficiency within

the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) 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 intent to request a refund; 3) and to pursue its remedies available at law or in equity.

**11.3.5 Compatibility**

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an

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Enhancement, shall operate with the rest of the System without loss of any functionality.

**11.3.6 Services**

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

**12. DATA PROTECTION**

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**12.1 Data Location**

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

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**12.2 Security Incident or Data Breach**

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

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

**12.3 Breach Responsibilities**

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

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

- a. the investigation and resolution of the Data Breach;
- b. notifications to individuals, regulators or others required by State law;
- c. a credit monitoring service required by State (or federal) law;
- d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**13. SOFTWARE AGREEMENT**

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

**14. ADMINISTRATIVE SERVICES**

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

**15. TRAINING**

The Contractor shall provide the following Training Services:

- 15.1 The Contractor shall provide training support as previously determined and agreed to during the initial planning period. Such training support shall include, but not limited to:
- a. Providing comprehensive training plan that includes a train the trainer approach, eLearning components and Manual preparation.
  - b. Hands on training, which will include all system functionality for all modules purchased as well as creation of reports, searching, workflow and the approval processes. The State will provide a suitable location for the training that is convenient for the State's users.
  - c. The training plan which shall include training of the State Acceptance Test resources prior to commencement of User Acceptance Testing.
  - d. The training plan which shall include training tailored for the agency's designated System Administrator so that the person(s) in this particular role can perform functions that include support file maintenance, and staff/group/permissions maintenance.
  - e. The training plan which shall include training tailored for the agency's designated System Administrator so that person(s) in this role can perform functions that include staff/group permissions, configuration of new/replaced equipment,

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configuration and activation settings for Hardware and all functions related to the VMS (Video Management System).

**16. TERMS AND DEFINITIONS**

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

**17. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

**1. CONTRACT PRICE**

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

**2. TRAVEL EXPENSES**

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

**3. SHIPPING FEES**

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

**4. INVOICING**

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

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**5. INVOICE ADDRESS**

Invoices may be sent to:

STATE OF NEW HAMPSHIRE  
Department of Safety  
Department of Information Technology  
Attention: Patricia Lott  
Room B-09  
33 Hazen Drive  
Concord, NH 03305

**6. PAYMENT ADDRESS**

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

**7. OVERPAYMENTS TO THE CONTRACTOR**

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

**8. CREDITS**

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

**9. PAYMENT SCHEDULE**

**9.1 Contract Type**

**9.1.1 Activities / Deliverables / Milestones Pricing**

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

9.1.2 Future work and phases will be identified by the State and at the State's discretion by leveraging the following order of events:

- The State will identify the location for new equipment.
- The State will engage ENE Systems to provide a walkthrough of the site.
- ENE systems will return a quote which will leverage the pricing schedule(s) for parts and labor identified in Section 9.3 below.

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- The State will accept or reject the quote, provide a notice to proceed and work may commence on a mutually agreed upon date.

**9.2 Phase 1 Pricing Worksheets**

**9.2.1 Phase 1 Hardware/Software Pricing**

Pricing for Phase 1 Hardware/software is detailed in Table C-9.2.1 below:

<b>Table C-9.2.1 Phase 1 Hardware/Software Pricing</b>					
<b>Hardware/Software Pricing</b>					
<b>Item</b>	<b>Make</b>	<b>Model</b>	<b>Count</b>	<b>Per Unit</b>	<b>Total</b>
PTZ Exterior 3MP/2048p	Avigilon	4.0C-H5A-PTZ-0P36	9	4,273.00	\$38,457
PTZ Exterior 4K/3840p	Avigilon	8.0C-H5A-PTZ-0P36	0	5,057.00	\$0
Fixed Interior Dome 2MP/1080p	Avigilon	1.3CHSSL-D1	0	520.00	\$0
Fixed Interior Dome 3MP/2048p	Avigilon	2.0C-HSSL-D1	72	592.00	\$42,624
Fixed Exterior Dome 2MP/1080p	Avigilon	1.3CHSSL-001-IR	0	679.00	\$0
Fixed Exterior Dome 3MP/2048p	Avigilon	3.0C-HSSL-001-IR	0	699.00	\$0
Fixed Exterior Dome 5MP	Avigilon	5.0C-HSSL-001-IR	27	969.00	\$26,163
Existing Cameras			14		\$0
Camera Mounting Hardware					\$9,123
NVR / Server - 6TB		AINVR-VAL-6TB-NA	4	7,519.00	\$30,076
NVR / Server - 12TB		AINVR-VAL-12TB-NA	1	9,593.00	\$9,593
NVR / Server - 24TB		AINVR-STD-24TB-NA	2	21,382.00	\$42,764
Secondary Power Supply (6TB/12TB NVR)		AINVR-VAL-2NDPS-NA	5	581.00	\$2,905
Secondary Power Supply (24TB NVR)		AINVR-STD-2NDPS-NA	2	794.00	\$1,588
VMS Solution (Cost Per Camera)			122	310.00	\$37,820
<b>Sub-Total - Equipment</b>					<b>\$241,113.00</b>

<b>Hourly Installation Costs</b>	<b>Hours</b>	<b>Per Unit</b>	<b>Total</b>
Administrative (Engineering / Submittals / AS built)	186	115	\$21,390
Project management (Onsite and Remote)	199	115	\$22,885
Tech Labor (Onsite and Remote)	761	115	\$87,515
Cable Management	96	115	\$11,040
Misc Supplies			\$3,650.00
<b>Sub-total Hourly Installation Costs</b>			<b>\$146,480.00</b>
<b>Grand Total for Phase 1</b>			<b>\$387,593.00</b>

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**9.2.2 Phase 1 Annual Maintenance Pricing**

Pricing for Phase 1 Annual Maintenance is detailed in Table C-9.2.2 below:

Maintenance Pricing		Service Year 1		Service Year 2		Service Year 3		Service Year 4		Service Year 5	
Item	Count	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total
PTZ Exterior 2MP/2048p	8	-	\$0	25.00	\$215.00	25.00	\$225.00	25.00	\$225.00	25.00	\$225.00
PTZ Exterior 4K/3840p	0	-	\$0	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00
Fixed Interior Dome 2MP/1080p	0	-	\$0	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00
Fixed Interior Dome 3MP/2048p	75	-	\$0	25.00	\$1,800.00	25.00	\$1,800.00	25.00	\$1,800.00	25.00	\$1,800.00
Fixed Exterior Dome 2MP/1080p	0	-	\$0	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00
Fixed Exterior Dome 3MP/2048p	0	-	\$0	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00	25.00	\$0.00
Fixed Exterior Dome 5MP	26	-	\$0	25.00	\$675.00	25.00	\$675.00	25.00	\$675.00	25.00	\$675.00
Existing Cameras	14	-	\$0	25.00	\$350.00	25.00	\$350.00	25.00	\$350.00	25.00	\$350.00
NVR / Server - 6TB	4	-	\$0	1040.00	\$4,160.00	1050.00	\$4,200.00	1070.00	\$4,280.00	1090.00	\$4,360.00
NVR / Server - 12TB	1	-	\$0	1040.00	\$1,040.00	1050.00	\$1,050.00	1070.00	\$1,070.00	1090.00	\$1,090.00
NVR / Server - 24TB	2	-	\$0	1040.00	\$2,080.00	1050.00	\$2,100.00	1070.00	\$2,140.00	1090.00	\$2,180.00
VMS Solution	-	-	\$0	1440.00	\$10,080.00	1440.00	\$10,080.00	1440.00	\$10,080.00	1440.00	\$10,080.00
<b>Total Annual Maintenance Cost</b>			\$0.00		\$70,410.00		\$70,480.00		\$70,620.00		\$70,760.00

**9.3 Future Phase Pricing Worksheets**

The following worksheets will be used to provide future pricing for the life of the contract.

**9.3.1 Future Camera Hardware Pricing**

Future pricing for cameras is detailed in Table C-9.3.1 below:

CAMERA TYPE	Unit Price-SFY-2023	Unit Price-SFY-2024	Unit Price-SFY-2025	Unit Price-SFY-2026	Unit Price-SFY-2027
Avigilon Exterior PTZ 2MP 36x Pendant PTZ Dome 2.0C-H5A-PTZ-DP36	\$3,850.00	\$3,850.00	\$3,850.00	\$3,850.00	\$3,850.00
Avigilon Exterior PTZ 4MP 36x Pendant PTZ Dome 4.0C-H5A-PTZ-DP36	\$4,273.00	\$4,273.00	\$4,273.00	\$4,273.00	\$4,273.00
Avigilon Exterior PTZ 8MP 36x Pendant PTZ Dome 8.0C-H5A-PTZ-DP36	\$5,057.00	\$5,057.00	\$5,057.00	\$5,057.00	\$5,057.00
Avigilon Exterior Fixed Dome 1080p 1.3CH5SL-DO1-IR	\$679.00	\$679.00	\$679.00	\$679.00	\$679.00
Avigilon Interior Fixed Dome 1080p 1.3CH5SL-D1	\$520.00	\$520.00	\$520.00	\$520.00	\$520.00
Avigilon Interior Fixed Dome 2048p 2.0C-H5SL-D1	\$592.00	\$592.00	\$592.00	\$592.00	\$592.00

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Axis Interior PTZ 720p P5654-E	\$1,599.00	\$1,599.00	\$1,599.00	\$1,599.00	\$1,599.00
Axis Interior PTZ 1080p M5525-E	\$999.00	\$999.00	\$999.00	\$999.00	\$999.00
Bosch Interior PTZ 1080p NDP-7512-Z30CT	\$3,070.00	\$3,070.00	\$3,070.00	\$3,070.00	\$3,070.00
Vivotek Interior PTZ 1080p SD9161-H	\$649.00	\$649.00	\$649.00	\$649.00	\$649.00
Axis Exterior PTZ 720p P5414-E	\$1,599.00	\$1,599.00	\$1,599.00	\$1,599.00	\$1,599.00
Axis Exterior PTZ 1080p P5415-E	\$1,999.00	\$1,999.00	\$1,999.00	\$1,999.00	\$1,999.00
Vivotek Exterior PTZ 2048p SD9384-EHL	\$3,819.00	\$3,819.00	\$3,819.00	\$3,819.00	\$3,819.00
Axis Exterior PTZ 4k Q6078-E PTZ	\$3,199.00	\$3,199.00	\$3,199.00	\$3,199.00	\$3,199.00
Axis Interior Fixed Dome 720p M3064-V	\$199.00	\$199.00	\$199.00	\$199.00	\$199.00
Vivotek Interior Fixed Dome 1080p FD9360-HF2	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00
Axis Interior Fixed Dome 1080p M3015	\$269.00	\$269.00	\$269.00	\$269.00	\$269.00
Avigilon Interior Fixed Dome 1080p 1.3CH5SL-D1	\$520.00	\$520.00	\$520.00	\$520.00	\$520.00
Vivotek Interior Fixed Dome 4k FD9360-HF2	\$1,299.00	\$1,299.00	\$1,299.00	\$1,299.00	\$1,299.00
Bosch Interior Fixed Dome 4k NDV-8504-R	\$1,278.00	\$1,278.00	\$1,278.00	\$1,278.00	\$1,278.00
Axis Exterior Fixed Dome 720p M3064-V	\$199.00	\$199.00	\$199.00	\$199.00	\$199.00
Avigilon Exterior Fixed Dome 1080p 1.3CH5SL- DO1-IR	\$679.00	\$679.00	\$679.00	\$679.00	\$679.00
Vivotek Exterior Fixed Dome 1080p FD9360-HF2	\$190.00	\$190.00	\$190.00	\$190.00	\$190.00
Bosch Exterior Fixed Dome 2048p NDS-5703-F360	\$560.00	\$560.00	\$560.00	\$560.00	\$560.00
Avigilon Exterior 2MP H5SL Outdoor IR Dome Camera - 2.0C-H5SL-DO1- IR	\$699.00	\$699.00	\$699.00	\$699.00	\$699.00
Avigilon Exterior 3MP H5SL Outdoor IR Dome Camera 3.0C-H5SL-DO1-IR	\$824.00	\$824.00	\$824.00	\$824.00	\$824.00

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Avigilon Exterior 5MP H5SL Outdoor IR Dome Camera 5.0C-H5SL-DO1-IR	\$969.00	\$969.00	\$969.00	\$969.00	\$969.00
Avigilon Exterior 6MP H5A Outdoor IR Dome Camera 6.0C-H5A-DO1-IR	\$1,859.00	\$1,859.00	\$1,859.00	\$1,859.00	\$1,859.00
Avigilon Exterior 8MP H5A Outdoor IR Dome Camera 8.0C-H5A-DO1-IR	\$2,170.00	\$2,170.00	\$2,170.00	\$2,170.00	\$2,170.00
Bosch Exterior Fixed Dome 4k NDE-8504-R	\$1,534.00	\$1,534.00	\$1,534.00	\$1,534.00	\$1,534.00
Interior Camera Mounting Hardware	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Exterior Camera Mounting Hardware	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00

**9.3.2 Future Maintenance & Support for Camera Hardware**

The below table depicts the Future monthly maintenance cost(s) per camera. All hardware is covered by a one-year warrantee period, maintenance for all hardware will all begin on year two from its installation date.

CAMERA TYPE	Unit Price-Service Year 1	Unit Price-Service Year 2	Unit Price-Service Year 3	Unit Price-Service Year 4	Unit Price-Service Year 5
Axis Exterior Fixed Dome 1080p Q6075-E	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Bosch Interior Flexidome Micro 3000i	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Interior Fixed Dome 1080p P3225-LV Mk II	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior PTZ 2048p 2.0C-H5A-PTZ-DP36	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior PTZ 4K 2.0C-H5A-PTZ-DP36	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior PTZ 8K 8.0C-H5A-PTZ-DP36	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior Fixed Dome 1080p 1.3CH5SL-DO1-IR	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Interior Fixed Dome 1080p 1.3CH5SL-D1	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00

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Avigilon Interior Fixed Dome 2048p 2.0C-H5SL-D1	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Interior PTZ 720p P5654-E	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Interior PTZ 1080p M5525-E	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Bosch Interior PTZ 1080p NDP-7512-Z30CT	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Vivotek Interior PTZ 1080p SD9161-H	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Exterior PTZ 720p P5414-E	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Exterior PTZ 1080p P5415-E	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Vivotek Exterior PTZ 2048p SD9384-EHL	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Exterior PTZ 4k Q6078-E PTZ	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Interior Fixed Dome 720p M3064-V	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Vivotek Interior Fixed Dome 1080p FD9360-HF2	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Interior Fixed Dome 1080p M3015	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Interior Fixed Dome 1080p 1.3CH5SL-D1	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Vivotek Interior Fixed Dome 4k FD9360-HF2	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Bosch Interior Fixed Dome 4k NDV-8504-R	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Axis Exterior Fixed Dome 720p M3064-V	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior Fixed Dome 1080p 1.3CH5SL-DO1-IR	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior 2MP H5SL Outdoor IR Dome Camera - 2.0C-H5SL-DO1-IR	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior 3MP H5SL Outdoor IR Dome Camera 3.0C-H5SL-DO1-IR	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00

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Avigilon Exterior 5MP HSSL Outdoor IR Dome Camera 5.0C-HSSL-DO1-IR	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior 6MP HSA Outdoor IR Dome Camera 6.0C-HSA-DO1-IR	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Avigilon Exterior 8MP HSA Outdoor IR Dome Camera 8.0C-HSA-DO1-IR	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Vivotek Exterior Fixed Dome 1080p FD9360-HF2	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Bosch Exterior Fixed Dome 2048p NDS-5703-F360	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00
Bosch Exterior Fixed Dome 4k NDE-8504-R	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00

9.3.3 Future Network Video Servers (NVRs)  
Table C-9.3.3 below details future Network Video Servers \ NVR costs:

Table C-9.3.3					
PRICING WORKSHEET FOR FUTURE NETWORK VIDEO SERVERS \ NVRs					
ITEM	Unit Price-SFY-2023	Unit Price-SFY-2024	Unit Price-SFY-2025	Unit Price-SFY-2026	Unit Price-SFY-2027
Avigilon NVR \ Server 6TB AINVR-VAL-6TB-NA	\$7,519.00	\$7,519.00	\$7,519.00	\$7,519.00	\$7,519.00
Avigilon NVR \ Server 12TB AINVR-VAL-12TB-NA	\$9,593.00	\$9,593.00	\$9,593.00	\$9,593.00	\$9,593.00
Avigilon NVR \ Server 24TB AINVR-STD-24TB-NA	\$21,382.00	\$21,382.00	\$21,382.00	\$21,382.00	\$21,382.00
Additional Power Supply (AINVR-VAL-2NDPS-NA) for Avigilon NVR \ Servers 6TB AINVR-VAL-6TB-NA and 12TB AINVR-VAL-12TB-NA	\$581.00	\$581.00	\$581.00	\$581.00	\$581.00
Additional Power Supply (AINVR-STD-2NDPS-NA) for Avigilon NVR \ Server 24TB AINVR-STD-24TB-NA	\$794.00	\$794.00	\$794.00	\$794.00	\$794.00

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**9.3.4 Future Maintenance of Network Video Servers (NVRs)**

Table C-9.3.4 below details the Annual Future NVR Maintenance costs per NVR. All hardware is covered by a one-year warranty period, maintenance for all hardware will all begin on year two from its installation date.

<b>Table C-9.3.4</b>					
<b>PRICING WORKSHEET FOR ANNUAL FUTURE MAINTENANCE OF NETWORK VIDEO SERVERS \ NVRs</b>					
<b>ITEM</b>	<b>Unit Price-Service Year 1</b>	<b>Unit Price-Service Year 2</b>	<b>Unit Price-Service Year 3</b>	<b>Unit Price-Service Year 4</b>	<b>Unit Price-Service Year 5</b>
Avigilon NVR \ Server 6TB AINVR-VAL-6TB-NA	0	\$1,040.00	\$1,050.00	\$1,070.00	\$1,090.00
Avigilon NVR \ Server 12TB AINVR-VAL-12TB-NA	0	\$1,040.00	\$1,050.00	\$1,070.00	\$1,090.00
Avigilon NVR \ Server 24TB AINVR-STD-24TB-NA	0	\$1,040.00	\$1,050.00	\$1,070.00	\$1,090.00

**9.3.5 Future Contractor Rates Worksheet**

The State may request additional Services from the Contractor in the future. Table C-9.3.5 details the hourly rates for future Contractor services.

<b>Table C-9.3.5</b>	
<b>PRICING WORKSHEET FOR FUTURE-INSTALLATION RATES FOR CAMERAS &amp; NVRs \ SERVERS</b>	
<b>ITEM</b>	<b>Hourly Rate</b>
Installation of Interior PTZ camera-replacement	\$115.00
Installation of Interior PTZ camera-new install	\$115.00
Installation of Exterior PTZ camera-replacement	\$115.00
Installation of Exterior PTZ camera-new install	\$115.00
Installation of Interior Dome camera-replacement	\$115.00
Installation of Interior Dome camera-new install	\$115.00
Installation of Exterior Dome camera-replacement	\$115.00
Installation of Exterior Dome camera-new install	\$115.00

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**EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

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Installation of NVR \ Server-replacement (On-Premise Solution)	\$115.00
Installation of NVR \ Server-new install (On-Premise Solution)	\$115.00
Junior Camera Installation Technician	\$115.00
Senior Camera Installation Technician	\$115.00
NVR \ Server Technician	\$115.00
Administrative (Engineering / Submittals / AS built)	\$115.00
Project management (Onsite and Remote)	\$115.00
Cable Management	\$115.00

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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

1. License Grant.

Subject to the payment of applicable license fees, included in the price of each camera, Contractor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

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

3. Software and Documentation Copies. Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

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

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

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

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

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources")

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Contractor Initials: (RM)

Date: 5/26/22

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provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

Unless specified otherwise in this agreement,

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

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

9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a

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worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10. Software Escrow. Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- (a) Contractor has made an assignment for the benefit of creditors;
- (b) Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (c) A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets;
- (d) Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- (e) Contractor defaults under the Contract; or
- (f) Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

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

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

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Tyler Lennon, Account Manager <a href="mailto:tylerlennon@enesystems.com">tylerlennon@enesystems.com</a> , (603) 856-0330	Becky Peoples <a href="mailto:Becky.A.Peoples@doit.nh.gov">Becky.A.Peoples@doit.nh.gov</a>	5 Days
First	Dan Hanright, Project Manager <a href="mailto:ghanright@cncofnh.com">ghanright@cncofnh.com</a> , (603) 856-0330	Ronald Reed <a href="mailto:Ronald.W.Reed@doit.nh.gov">Ronald.W.Reed@doit.nh.gov</a>	10 Days
Second	Karl Lennon, Sales Manager <a href="mailto:klennon@enesystems.com">klennon@enesystems.com</a> , 781-332-0245	Asst. Commissioner Richard Bailey Jr. <a href="mailto:Richard.C.BaileyJr@dos.nh.gov">Richard.C.BaileyJr@dos.nh.gov</a>	10 Days
Third	R. Lindsay Drisko, President <a href="mailto:rdrisko@cncsystems.com">rdrisko@cncsystems.com</a> , (781) 828-6770	CIO Dept. of Information Technology Denis Goulet <a href="mailto:Denis.C.Goulet@doit.nh.gov">Denis.C.Goulet@doit.nh.gov</a>	15 Days

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

**2. ACCESS AND COOPERATION**

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

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**EXHIBIT E - ADMINISTRATIVE SERVICES**

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**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

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

**6.1.1. Computer Use**

- 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

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Contractor access or attempt to access any information without having the express authority to do so.

- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.1.2. Email Use**

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

**6.1.3. Internet/Intranet Use**

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

**6.2 State Website Copyright**

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

**6.3 Workspace Requirement**

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

**6.4 Workplace Hours**

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

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**EXHIBIT F - TERMS AND DEFINITIONS**

**EXHIBIT F - TERMS AND DEFINITIONS**

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

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

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

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

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

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Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

- a. Exhibit G Business and Technical Requirements – Attachment 1
- b. Agency Compliance Documents – Attachment 2
- c. Phase I Pricing Worksheet – Attachment 3

**2. CONTRACTOR CERTIFICATES**

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

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

**a. Attachment 1 - Exhibit B Business and Technical Requirements**

BUSINESS / TECHNICAL REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>Physical Camera Requirements:</b>					
B1.1	Cameras shall be vandal resistant and be able to withstand NH external elements including rain, sleet, snow, wind and a wide range of temperature fluctuations	M	Yes	Standard	Cameras feature operating temperatures of -40 °C to +65 °C (-40 °F to 149 °F); IK10 Impact Ratings and IP66 and IP67 Weather Ratings. Datasheets of the recommended cameras for Phase 1 are attached to this response.
B1.2	Cameras shall be FCC approved	M	Yes	Standard	Cameras are NDAA-compliant, DHS Safety and Security certified. Cameras are compliant with NDAA/TAA regulations and do not include any components from banned foreign manufacturers.
B1.3	Cameras shall be night vision capable	M	Yes	Standard	Cameras include content adaptive IR technology, an effective and flexible way to capture visual detail without a visible light source.
B1.4	Cameras shall be motion detection capable	M	Yes	Standard	Cameras can detect motion.
B1.5	Cameras shall have the capability for onboard, local storage preferably using a Smart\SD card	M	Yes	Standard	microSD/microSDHC/microSDXC are supported for onboard storage (video speed class is required). Class V10 or better is recommended.
B1.6	Cameras shall support secure NTP time synchronization	M	Yes	Standard	Cameras have built-in Real Time Clock. Once powered up, the camera locates a Network Time Protocol (NTP) server and synchronizes with it. This is done in compliance with the ONVIF standard.

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B1.7	Cameras shall be ONVIF Conformant	M	Yes	Standard	Cameras and VMS are ONVIF conformant.
<b>Camera Features &amp; Functionality</b>					
B2.1	The proposed solution shall support multiple video compression standards such as H.265, H.264, MPEG & MPEG-4 utilizing multicast and/or unicast network streaming protocols enabling multiple destinations to receive the same video stream	M	Yes	Standard	Streaming protocols supporting include Multi-stream H.264, Multi-stream H.265, Motion JPEG, RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
B2.2	The proposed solution shall include an IP camera solution that is capable of high definition resolutions such as 720p, 1080p, 2048p, and 4K	M	Yes	Standard	Please see attached datasheets for the resolutions options for the recommended cameras.
B2.3	The proposed solution shall provide cameras with a minimum frame rate of 30 frames per second (fps)	M	Yes	Standard	Please see attached datasheets for the frame rates for the recommended cameras.
B2.4	The proposed solution shall provide cameras equipped with built-in IR (Infrared) illumination	M	Yes	Standard	All cameras designated with a product code of -IR include built-in infrared illumination.
B2.5	The proposed solution shall have the capability to record in high definition but stream at a lower resolution or bit rate	P	Yes	Standard	
B2.6	PTZ cameras have the capability to return to "home" position if no operation is made within a specified period of time	P	Yes	Standard	In addition, PTZ actions as a result of an analytic event include: Go to Preset - The selected PTZ camera moves to the selected preset position when the event occurs. Go to Home Preset - The selected PTZ camera moves to the home position when the event occurs. Run a Pattern The selected PTZ camera runs a selected pattern when the event occurs. Set Auxiliary - The selected PTZ camera starts the selected auxiliary command when the event occurs. Clear Auxiliary - The selected PTZ camera ends

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					the selected auxiliary command when the event occurs.
<b>Video Storage Requirements</b>					
B3.1	The proposed solution shall be designed\built as an open architected one with scalability (so that various makes\models of cameras can be utilized)	M	Yes	Standard	cameras and VMS are ONVIF conformant.
B3.2	The proposed solution shall provide enough storage for a minimum of 7 days of high definition recordings at 720p or 1080p, with 15-30 frames per second, as well as room for expansion without downtime (for each network video server\NVR) (if network video server\NVR is physical, it's configured with a RAID config that's capable of adding additional storage to the array; if the network video server\NVR is virtual, it must be capable of adding additional storage without downtime)	M	Yes	Standard	Please see attached datasheets for the recommended video storage solution.
B3.3	The proposed solution shall provide a redundant storage solution (i.e. RAID 1, RAID 5, RAID 6)	M	Yes	Standard	Please see attached datasheets for the recommended video storage solution.
B3.4	The proposed solution shall utilize SSD (Solid State Drive) technology (for each network video server\NVR)	P			NVRs use SSD technology
B3.5	The proposed solution shall incorporate a backup solution capable of modifying the retention period (that includes all network video servers\NVRs)	M	Yes	Standard	The video retention period can be modified directly through software with administrator rights.
B3.6	The proposed solution shall be built on Windows Server 2019 or Red Hat Enterprise Linux 8 (REHL 8)	P	Yes	Standard	Please see attached datasheets for the recommended video storage solution.
B3.7	The proposed solution shall have the capability to support remote administration and have the capability to remotely reboot the system without physical intervention	M	Yes	Standard	Cameras can be remotely rebooted in the camera settings within the client software. You can remotely reboot the AI NVR from

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					Server Management within the client software.
B3.8	The proposed solution shall be ONVIF Conformant	M	Yes	Standard	Cameras and VMS are ONVIF conformant.
<b>Video Management Software (VMS)</b>					
B4.1	The proposed solution shall be an open architected solution and must be able to incorporate various makes\models\types of cameras	M	Yes	Standard	Cameras and VMS are ONVIF conformant.
B4.2	The proposed solution must be able to incorporate the following Axis cameras into the solution: Model P3225-LV MK II & P3717-PLE cameras	M	Yes	Standard	These cameras will be incorporated into the VMS through their respective ONVIF profiles.
B4.3	The proposed solution must be able to incorporate the following Bosch camera into the solution: Model FLEXIDOME IP Micro 3000i	P	Yes	Standard	This cameras will be incorporated into the VMS through its respective ONVIF profile.
B4.4	The proposed solution shall be Web based with a central repository to access video and not require client software Installation on workstations	P	Yes	Standard	The VMS can be accessed through a client-based application, web browser or through a IOS or Android smartphone app
B4.5	The proposed solution shall have a central repository for the viewing of all video	M	Yes	Standard	This architecture can be accommodated. The recommended architecture has on premise storage at each location which is available to any user from any location with the appropriate access rights.
B4.6	The proposed solution shall support the capability to save a video clip longer than 7 days (to an archive location)	M	Yes	Standard	All video or video clips can be exported as a video clip. Any video that has been "bookmarked" by a user can be saved for longer than the 7-day requirement.
B4.7	The proposed solution shall have the capability to auto delete\overwrite recordings after configured\deslred time frame	M	Yes	Standard	Overwrite recording is fully supported
B4.8	The proposed solution shall support integration with Microsoft Active Directory and\or Microsoft Azure	M	Yes	Standard	Active Directory is fully supported

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B4.9	The proposed solution shall utilize a Role-Based Access Control (RBAC) security model, allowing segmented and configurable access based VMS role including the creation of custom RBAC roles	M	Yes	Standard	Role-based access control is fully supported
B4.10	The proposed solution shall have an Audit capability for Live and Stored video so Admins can view the "who & when" a video was accessed; this Audit capable shall be available for a minimum of 30 days	M	Yes	Standard	An audit report is fully supported
B4.11	The proposed solution shall have the capability to restrict access to video clips as well as archives	M	Yes	Standard	This is accomplished through role-based access control.
B4.12	The proposed solution shall have the capability to allow the operator (non-Administrators) to create camera groups, name camera groups and create recording schedules	M	Yes	Standard	This is accomplished through role-based access control.
B4.13	The proposed solution shall have the capability to search and playback recorded video using multiple advanced search criteria including camera group(s), date\time	M	Yes	Standard	Multiple advanced search criteria (date/time, camera, pixel motion, Appearance, Unusual Motion, Unusual Activity, etc.) is fully supported
B4.14	The proposed solution shall have the capability to take snapshots of live video and playback video	M	Yes	Standard	yes
B4.15	The proposed solution shall have the capability to manually start and stop recording	M	Yes	Standard	yes
B4.16	The proposed solution shall have the capability to zoom (enlarge) or shrink an image	M	Yes	Standard	yes
B4.17	The proposed solution shall have the capability to send out System Health Alerts via email and/or text messages that identify potential issues with hardware/software	M	Yes	Standard	yes
B4.18	The proposed solution must be capable of exporting video and/or a video clip out to a standard, non-proprietary format (i.e. MP4, MOV, WMV, FLV, AVI, AVCHD, WebM, MKV, etc.)	M	Yes	Standard	yes
B4.19	The proposed solution must be capable to play back video without third-party software or plugins	M	Yes	Standard	yes
B4.20	The proposed solution shall ensure that software updates and patches are validated for integrity using a secure hash or checksum to ensure only authentic software can be downloaded to the device	M	Yes	Standard	All AINVR systems have an encrypted OS drive and all firmware updates are signed and encrypted by manufacturer before distribution to ensure system integrity.

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B4.2 1	The proposed solution shall support multiple users accessing the same live video simultaneously	M	Yes	Standard	This is a standard feature. In addition, users can "collaborate" and share video and each other's ACC screens in real time with other users on the network.
B4.2 2	The proposed solution shall have the capability to support remote administration and have the capability to remotely reboot the system without physical intervention	M	Yes	Standard	You can remotely reboot the AI NVR from Server Management within the client software.
B4.2 3	The proposed solution shall have the capability to disconnect users for inactivity	M	Yes	Standard	Administrators can limit the users access based on inactivity in the User Connections tab.
B4.2 4	The proposed solution shall have the capability to control the playback resolution (i.e. 360p vs 720p)	P	Yes	Standard	Playback and export resolution settings can be adjusted in the camera settings tab and export tab per camera.
B4.2 5	The proposed solution shall be ONVIF Conformant	M	Yes	Standard	Cameras and VMS are ONVIF conformant.
<b>GENERAL SPECIFICATIONS</b>					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Multi-stream H.264, Multi-stream H.265, Motion JPEG, RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	
<b>APPLICATION SECURITY</b>					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	If your organization doesn't use Active Directory, you can create a standalone system and add Windows users to groups on the management server instead. Groups give you some of the same

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					advantages as Windows users with AD, such as enforcing a password policy.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	A dedicated ACC user account authenticated by a combination of username and password, using a password policy is set up for every system user. Basic users connect to the system using a secure socket layer (SSL) with current Transport Layer Security (TLS) protocol session for login, encrypting the traffic contents, and username and password.
A2.3	Enforce unique user names.	M	Yes	Standard	Active Directory can be used to enforce unique user names. This user account is specific to a machine or a domain, and it's authenticated based on the Windows login. Windows users connecting to the system can use Microsoft Windows Challenge/Response (NTLM) for login, Kerberos, or other SSP options from Microsoft.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Complex password enforcement can be established in AD or within the Groups settings by moving the Min Password Strength slider to define how strong each user's password must be.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Within the Groups settings, by moving the Min Password Strength slider can be set to Strong. Strong passwords include 16 or more alpha-numeric

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					characters, using a mix of upper and lower cases, numerals, and special characters.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	AINVR devices are protected with an encrypted password. In order to access a drive's contents, the password must first be cracked. Additionally, it is recommended that users configure the network to allow client computers to establish secure HTTPS sessions or VPN tunnels between client devices and the AINVR servers.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Administrators can limit the users access based on inactivity in the User Connections tab.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	Authentication credentials are securely stored and encrypted in the AINVR servers database node.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	Site Log feature tracks system usage and diagnoses issues by viewing a list of events that occurred in the ACC software, like failed attempts to login. System events are kept as long as video data is available or for 90 days, whichever is longer.

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A2.1 2	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	Please see a complete description of Site Log events
A2.1 3	All logs must be kept for 30 days	M	Yes	Standard	
A2.1 4	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.1 5	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	
A2.1 6	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	Can be achieved by configuring the network to allow client computers to establish secure HTTPS sessions or VPN tunnels between client devices and the AINVR servers by generating CA-signed certificate. HTTPS is used for all control and configure traffic. Authentication data from Server to Client and Camera to Server is encrypted using TLS1.2 protocol, with TLS1.1 and 1.0 as a fallback. Authentication data from Camera to Server is encrypted.
A2.1 7	The application shall keep any sensitive Data or communications private from unauthorized Individuals and programs.	M	Yes	Standard	
A2.1 8	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	
A2.1 9	Utilize change management documentation and procedures.	M	Yes	Standard	Can be established and enforced by using Active Directory synchronization for user names and passwords within the system.

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A2.2 0	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	
<b>TESTING REQUIREMENTS</b>					
<b>APPLICATION SECURITY TESTING:</b>					
T1.1	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	
T1.2	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard	All source code is both design and code reviewed for all aspects of software engineering, especially security. In addition, we currently use the following tools to scan and test for security vulnerabilities: 1) Tenable Nessus 2) Black Duck
T1.3	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	Identities are created and can be used in conjunction with LDAP for added security and convenience.
T1.4	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	P	Yes	Standard	
T1.5	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard	
T1.6	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	
T1.7	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	

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T1.8	Test Role/Privilege Management (RBAC); supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	
T1.9	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	
T1.10	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ).	M	Yes	Standard	
T1.11	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	
T1.12	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	
<b>STANDARD TESTING</b>					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	yes	Custom	
T2.2	The Vendor must perform application stress testing and tuning.	M	yes	Custom	
T2.3	The vendor must define and test disaster recovery procedures.	M	yes	Custom	
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	yes	standard	

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S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	yes	standard	
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	yes	standard	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST.	M	yes	standard	
S1.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below:</p> <p>a. Severity Level 1 is defined as an urgent issue, when any part, portion, or module of the System is down and the State is unable to use the system.</p> <p>b. Severity Level 2 is defined as a critical issue associated with System component(s) that incur significant outages and/or failure which precludes its successful operation. The System may be operational, but is severely restricted (for example, credentials cannot be opened).</p> <p>c. Severity Level 3 is defined as a minor issue that exists with the System, but the majority of the functions are still usable and some circumvention may be required to provide supported services.</p> <p>d. Severity Level 4 is defined as a very minor issue or question that does not affect System function (for example, the text of a message is worded poorly or misspelled).</p> <p>e. Unusual Circumstances is any issue that may possibly endanger technical environment of the proposed Solution that requires immediate remedial action from the Vendor technical support staff with immediate notification to the State.</p>	M	yes	standard	

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S1.6	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following:</p> <p>a. Severity Level 1 - Upon notification of a severity level 1 problem, the Vendor shall make every attempt to respond as soon as possible with the expectation that the response be within two (2) hours. The Vendor shall resolve Severity Level 1 problems within four (4) hours unless the Vendor has notified the State of the reason for the delay and the State approves the delay.</p> <p>b. Severity Level 2 - Upon notification of a severity level 2 problem, the Vendor shall make every attempt to respond as soon as possible with the expectation that the response be within four (4) hours. the Vendor shall resolve Severity Level 2 problems wthin eight (8) hours unless the Vendor has notified the State of the reason for the delay and the State approves the delay.</p> <p>c. Severity Level 3 - the Vendor shall resolve Severity Level 3 problems as quickly as possible which, on average, should not exceed thirty business days.</p> <p>d. Severity Level 4 - The Vendor will shall work with the State to determine the appropriate turn-around time for Severity Level 4 problems.</p>	M			
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	yes	standard	
S1.8	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	yes	standard	

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S1.9	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) Identification of repeat calls or repeat Software problems.	M	yes	standard	
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	yes	standard	
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	yes	standard	
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests Implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	yes	standard	
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	yes	standard	
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	yes	standard	
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	yes	standard	
<b>SERVICE LEVEL AGREEMENT</b>					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	yes	standard	

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H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	yes	standard	
H4.3	The vendor shall repair or replace any or all of the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract	M	yes	standard	
H4.4	All hardware and software components of the Vendor hosting Infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	yes	standard	
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST.	M	yes	standard	
H4.6	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	yes	standard	
H4.7	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	yes	standard	
H4.8	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	yes	standard	
H4.9	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	yes	standard	
H4.10	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	yes	standard	

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H4.1 1	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	yes	standard	
H4.1 2	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	yes	standard	
<b>PROJECT MANAGEMENT</b>					
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	yes	standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	yes	standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	yes	standard	
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	yes	standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, Plans, Status Reports, and Correspondence must be maintained as project documentation.	M	yes	standard	

# 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 ENE SECURITY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 11, 2022. 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: 893177

Certificate Number: 0005777490



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of May A.D. 2022.

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, R. Lindsay Drisko, hereby certify that I am the sole member of the board of directors of ENE Security, LLC.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

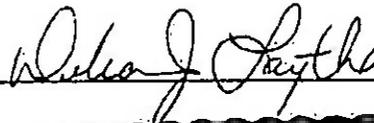
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

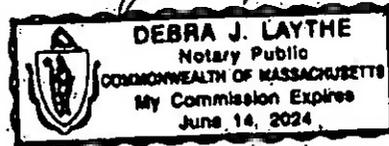
Signed 

Date: May 16, 2022

State of Massachusetts, County of Massachusetts

On this the 16th day of May, 2022, before me Debra J. Laythe the undersigned officer, personally appeared R. Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2022

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).

<b>PRODUCER</b> RogersGray, Inc. - Kingston Branch 63 Smith Lane Kingston MA 02364	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): 508-746-3311      FAX (A/C No.): 877-816-2156 E-MAIL: mail@rogersgray.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ENE Security LLC 155 River Road, Suite 12 Bow NH 03304	<b>INSURER A:</b> Zurich American Insurance Company of Illinois	27855
	<b>INSURER B:</b> Zurich American Insurance Company	18535
	<b>INSURER C:</b> The Cincinnati Insurance Company	10677
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 807622054

REVISION NUMBER:

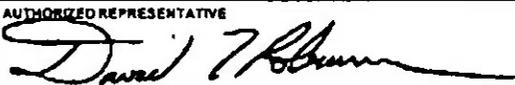
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GL09809451-05	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP9809452-05	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXS 0606492	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC9809450-05	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
workers Comp 3.A. States: AZ, CT, MA, ME, NC, NH, NY, RI, VT

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Department of Safety Commissioner Department of Safety 33 Hazen Drive Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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