



June 12, 2024

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

REQUESTED ACTION

1. Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development, to enter into a contract with Deloitte Consulting LLP (VC 174776), New York, NY in the amount of \$8,116,310 for the development of a Business Services Portal (BSP), with the option to renew for an additional two-year period, effective upon Governor and Executive Council approval through June 30, 2026. This is an allowable use of ARPA SLFRF funds under Section 602(c)(1)(C) for provision of government services to the extent of the reduction in revenue. 100% Federal Funds
2. Further authorize an advance payment in the amount of \$1,623,262 to Deloitte Consulting LLP in accordance with the terms of the contract effective upon Governor and Council Approval. 100% Federal Funds

Funding is available in account, ARP Business Support Portal, as follows:

	<u>FY 2024</u>
03-22-022-220510-26680000-102-500731 - Contracts for Program Services	\$8,116,310

EXPLANATION

This request would authorize a multi-year contract with the selected vendor for the purpose of developing and implementing a Business Services Portal (BSP) for businesses across the Granite State and government agencies that interact with them. This portal will be a centralized location and resource for those seeking to start or expand a business in New Hampshire, putting registration, certification, licensure, permitting, and other administrative and regulatory requirements and actions at the fingertips of business owners, while also coordinating State agencies to improve efficiencies and reduce burdens, improving communication between the State and the business community, and enabling easier access to available resources and assistance.

This requested contract authorization comes after BEA engaged in a Request for Proposal (RFP) process for the initial design of the BSP, successful authorization and completion of the design contract, as well as an RFP process for the development and implementation of the platform.

The initial design phase resulted in a Strategic Implementation Plan (SIP) that provides a framework for the BSP as a "one-stop" resource that allows for quicker, more accurate, and more efficient communication for those that do business with the State. This came on the heels of policymakers and business leaders expressing a desire for such a resource. During the development of the SIP, which entailed more than 30 interviews with agencies and potential user groups, a listening session, and intentional research, it also became clear that agency leadership and program managers saw the value of a BSP in its ability to streamline processes and adjust service delivery, potentially making a profound impact in how State agencies and portal users conduct business in New Hampshire.

The vendor selected for the development and implementation phase of the BSP, Deloitte Consulting LLP, was one of five bidders on the project that endured a rigorous review and engagement process and was ultimately the highest scoring bid.

The thoughtful, purposeful, and transparent process that occurred leading to this selection included collaborating closely with NH DoIT and engagement of an RFP bid review committee that reviewed thousands of pages of proposals, additional Q&A periods, vendor presentations, and development and use of a detailed scoring matrix.

The proposed contract defines deliverables, timelines, and maintains a robust approach to expense review and cost reimbursement. Although the agreement advances a portion of funds in order to rapidly launch the project and ensure timely completion of foundational deliverables, it requires monthly reimbursement requests thereafter, and features a percentage based "holdback" of funds that enables BEA to maintain compliance and operability of deliverables. This initiative will also have a dedicated Project Manager working closely with the vendor, State agencies, and stakeholders as the project progresses.

Deloitte has significant experience in development and implementation of platforms such as the BSP and has committed to meeting a tight timetable within ARPA State and Local Fiscal Recovery Funds (SLFRF) requirements that will result in more than three project release phases, moving the platform from basic features to advanced capabilities that incorporate AI-driven activities and functions. Moreover, the BSP will be developed in a scalable manner, enabling growth of the platform alongside State and end-user needs, that is consistent with ongoing efforts across the State through NH DoIT and NH DAS, such as reliance on cloud-based systems, utilization of the Salesforce CRM, and incorporating critical data and cybersecurity standards and requirements.

The following high-level timeline is expected relative to BSP major releases:

- Release 1, 12/31/24 - Complete main structure and basic functionality for the main portal project.
- Release 2, 6/30/25 - Addition of advanced features and functionality, such as profile and role management, Single Sign-On capabilities, personalization, and more advanced search, navigation.
- Release 3+, 6/30/26 - After Release 2 and throughout the remaining life of the contract, at least one - but likely more - release will implement more advanced features and the development and addition of overall functionality of the portal based on usage and experience.

The BSP will ultimately result in unique accounts for registered business users with a landing page featuring customized resources and assistance that enables them to navigate to different agency requirements and resources through a Single Sign-On feature, seek assistance, engage in communication, participate in procurement, pursue relevant action items, view calendars and receive reminders, and explore opportunities that relate to their business and potential or actual needs, such as timely workforce development resources – available from the office, home, or on the go.

Moreover, the State will be able to measure outcome metrics, conduct satisfaction monitoring, identify areas of improvement, retrieve reports, as well as add features and connect more institutions and resources over time. The BSP will also help create efficiencies through inter-agency cooperation and help the State better serve the public by enabling agencies to collaborate to address obstacles employers may have in conducting State business - making doing business with the State faster, easier, and supporting better compliance.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

June 12, 2024
Page 3 of 3

This type of platform and service is one that is quickly cementing itself as a competitive advantage for states that utilize it, further demonstrating a business friendly and focused regulatory environment with a customer service-oriented approach that can be added to the list of reasons why the Granite State is the place to setup and grow a business.

The Attorney General's office has reviewed and approved this contract as to form, substance, and execution.

If Federal Funds become no longer available, General Funds will not be requested to support this project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Caswell", with a stylized initial "T" and "C".

Taylor Caswell
Commissioner

Scoring Results

Applicant	Scoring Criteria					Actual Bid \$	Total Score
	Proposed Software Solution <i>(max. 25)</i>	Vendor's Technical, Service, and Project Management Experience <i>(max. 35)</i>	Vendor Company <i>(max. 10)</i>	Staffing Qualifications <i>(max. 10)</i>	Price Proposal <i>(max. 20)</i>		
Deloitte	24	33	10	10	17	\$8,116,310.00	94
Spruce Tech.	20	31	8	9	16	\$8,368,289.60	84
MTX	20	29	6	7	20	\$6,764,289.00	82
Guidehouse	15	22	8	8	16	\$8,422,621.70	69
Breakline	15	20	5	5	18	\$7,332,058.00	63

Scoring Committee

Chase Hagaman, Director, Division of Economic Development, Department of Business and Economic Affairs (BEA)

Chase was appointed director of the Division of Economic Development at the BEA in September 2023. Previously, as the deputy director of the Governor's Office for Emergency Relief and Recovery (GOFERR), Hagaman led the GOFERR team in deploying over \$2 billion in federal relief funds throughout New Hampshire, helping businesses and communities continue their economic recovery from the impacts of the COVID-19 pandemic. He is a member of the New Hampshire Bar and is an alumnus of, and adjunct professor at, the University of New Hampshire Franklin Pierce School of Law, where he teaches a course on federal budget policy.

Steven Kelleher, Director, Strategic Planning and Acting Chief Technology Officer, Department of Information Technology DoIT

Steven has worked for the State of New Hampshire for over 25 years in many capacities as an IT leader for several agencies, acting chief information officer for both the Department of Information Technology and Department of Health and Human Services, and has supported some of the state's largest and most complex efforts. His teams currently have responsibilities in the areas of technical contracting, digital transformation, project management and policy, standards, and compliance. He earned both a Bachelor of Science in computer science and a Bachelor of Arts in economics from Merrimack College.

Rich Lavers, Deputy Commissioner, New Hampshire Department of Employment Security

Rich joined the department in 2010 as an attorney in the legal section and was appointed Deputy Commissioner in 2013. The department is responsible for implementing the unemployment compensation system, both paying benefits to eligible individuals and working closely with employers in collecting the taxes and reports that allow the system to function. In addition, the department is a collaborator in the reemployment space, implementing both state and federally funded training and employment programs to assist Granite Staters find that next great job. The department is also the central hub for the state's labor market information, publishing employment and occupational data to assist the public. Rich earned his bachelor's degree from Boston College and his law degree from Suffolk University Law School and is a member of the New Hampshire Bar.

Thomas Broderick, Deputy Director, Governor's Office for Emergency Relief and Recovery (GOFERR)

Thomas Broderick was appointed to GOFERR in 2021, working as part of the legal team of the organization, which was responsible for deploying over \$2 billion in federal relief funds during the COVID-19 pandemic. He became the deputy director in September 2023. Prior to that, he worked at the Office of Professional Licensure and Certification (OPLC) and the New Hampshire Department of Justice. He, his wife, and two sons live in Concord.

Cynthia Harrington, Deputy Director, Division of Economic Development, Department of Business and Economic Affairs (BEA)

Cynthia has over 20 years of leadership experience in economic development and banking. As the deputy director of the Division of Economic Development, she manages the operations including business recruitment; expansion and retention; foreign direct investment; international commerce; government contracting, and programs dedicated to affordable housing and broadband expansion.



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

June 12, 2024

Taylor Caswell, Commissioner
Department of Business and Economic Affairs
State of New Hampshire
100 Main Street, Suite 100
Concord, NH 03301

Dear Commissioner Caswell:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Deloitte Consulting LLP, as described below and referenced as DoIT No. 2024-037.

The purpose of this request is for development of a Business Services Portal (BSP) using the GovConnect platform. The BSP architecture will be built with no-code/low-code capabilities that contain components built on the Salesforce platform that can be used to create applications and workflows with data from Salesforce Public Sector Solutions (PSS) and from external sources which the State will develop upon for further improvements as part of ongoing maintenance and operations.

The Total Price Limitation shall be \$8,116,310.00, effective upon Governor and Council approval through June 30, 2026.

A copy of this letter must accompany the Department of Business and Economic Affairs' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2024-037



STATE OF NEW HAMPSHIRE

DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS

BUSINESS SERVICES PORTAL

DBEA 2024-010

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
TABLE OF CONTENTS

Contents

AGREEMENT	4
EXHIBIT A - SPECIAL PROVISIONS.....	9
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES	19
STATEMENT OF WORK	19
BUSINESS / TECHNICAL REQUIREMENTS	22
COMPLIANCE REQUIREMENTS.....	22
ACTIVITY, DELIVERABLE, AND MILESTONE	23
DELIVERABLE REVIEW AND ACCEPTANCE.....	25
NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE	26
SOFTWARE DELIVERABLES REVIEW AND ACCEPTANCE	27
NUMBER OF DELIVERABLES.....	27
CONDITIONAL AND UNCONDITIONAL ACCEPTANCE	27
CHANGE ORDER	27
IMPLEMENTATION SERVICES	27
PROJECT MANAGEMENT.....	28
WORK PLAN.....	31
ACCEPTANCE & TESTING SERVICES.....	31
MAINTENANCE, OPERATIONS, AND SUPPORT	31
PROJECT RELEASES	33
SUPPORT OBLIGATIONS	34
CONTRACT WARRANTIES AND REPRESENTATIONS	35
DATA PROTECTION.....	36
DATA BREACH RESPONSIBILITIES	37
TRAINING	38
EXHIBIT C – PRICE AND PAYMENT SCHEDULE.....	39
CONTRACT PRICE.....	39
INVOICING	39
PROJECT HOLDBACK	40
PAYMENT SCHEDULE AND CONTRACT TYPE	40
EXHIBIT D – SOFTWARE LICENSE AGREEMENT	47

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
TABLE OF CONTENTS**

EXHIBIT E – ADMINISTRATIVE SERVICES	49
EXHIBIT F – TERMS AND DEFINITIONS.....	52
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES.....	57
EXHIBIT H – DRUG-FREE WORKPLACE	60
EXHIBIT I – ADA COMPLIANCE.....	63
EXHIBIT J – ENVIRONMENTAL TOBACCO SMOKE	64
EXHIBIT K – ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS.....	65
EXHIBIT L – CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE.....	67

Remainder of this page intentionally left blank

Type text here

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
P-37

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

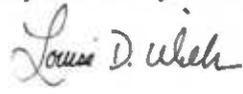
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Business and Economic Affairs (BEA)		1.2 State Agency Address 100 N. Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name Deloitte Consulting LLP		1.4 Contractor Address 30 Rockefeller Plaza 41st Floor New York, NY 10112	
1.5 Contractor Phone Number 212-492-4000	1.6 Account Unit and Class 26680000-102	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$8,116,310
1.9 Contracting Officer for State Agency Cynthia Harrington, Deputy Director		1.10 State Agency Telephone Number 603-271-0496	
1.11 Contractor Signature  Date: 06/17/2024		1.12 Name and Title of Contractor Signatory Henry Ennis, Managing Director	
1.13 State Agency Signature  Date: 06/17/2024		1.14 Name and Title of State Agency Signatory Chase Hagaman, Director	
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:  Assistant Attorney General On: June 18, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL

P-37

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL

P-37

made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger,

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL

P-37

consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor

shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL

P-37

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

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

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.4 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 under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 6, Compliance By Contractor With Laws and Regulations/Equal Employment Opportunity, is updated with the following additions:

6.5 The Contractor agrees to comply with all requirements applicable to contracts issued under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.

6.6 The Contractor must take all necessary affirmative steps to ensure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a.** Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b.** Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
- c.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
- d.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women’s business enterprises.
- e.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f.** Requiring subcontractors to take the affirmative steps listed above.

6.7 The Contractor shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322. For the purposes of this requirement, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

coatings, occurred in the United States, and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 6.8** The Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as prescribed by 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 6.9** The Contractor shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Contractor is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 6.10** The Contractor agrees to maintain active registration in the System for Award Management (SAM) throughout the term of this contract, and to provide evidence of active registration and assignment of a Universal Entity Identifier (UEI) to the State as requested.
- 6.11** Per Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), contractors are prohibited from discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
- 6.12** In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant.
- 6.12.1** The list of persons and entities referenced in the paragraph above includes the following:
- a.** A member of Congress or a representative of a committee of Congress

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the US Department of Justice or other law enforcement agency;
- f. A court or grand jury; or
- g. A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct.

6.12.2 The Contractor and all subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.

6.13 The Contractor must comply with all generally applicable environmental laws and regulations unless explicitly exempt under the U.S. Department of Treasury’s SLFRF Final Rule, supplemental guidance, or the terms and conditions of this agreement or the prime agreement between Treasury and the State. The Contractor will include this clause in all subcontracts and will ensure subcontractor compliance with these terms.

6.14 The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

6.15 The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

6.16 In accordance with 2 CFR 180.220, to the best of the Contractor’s knowledge, the Contractor is not debarred, suspended, excluded, disqualified, or otherwise ineligible from participations in covered transactions as defined by 2 CFR 180. Should the Contractor become debarred, suspended, excluded, disqualified, or otherwise ineligible at any point during their contract term, the Contractor is responsible for notifying the State.

6.17 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and to take any necessary actions to ensure compliance. The Contractor shall promptly notify the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) of any violation of these standards, orders, or regulations.

A.3 **Provision 8, Event of Default/Remedies, is updated with the following revisions, replacing the identified sections in whole:**

8.1.1 “failure to perform the Services in accordance with the Agreement or on schedule;”

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

8.2.1. “give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within thirty (30) calendar days from the date of the notice, unless the notice specifies a different remedy period that is greater than thirty (30) calendar days or the parties have agreed to a remedy period less than thirty (30) calendar days; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;”

A.4 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, 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 will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 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. 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

- 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.

10.7 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.8 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.

10.9 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:**

12.5 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;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

A.9 Provision 19, Choice of Law and Forum, is updated with the following addition:

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

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

Table – Provision 19.3			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Henry Ennis (Contract Manager)	Deputy Director	5 Days
First	Scott Workman (Lead Client Service Partner)	Director	10 Days
Second	Srini Subramanian (Northeast Sub Sector Leader)	Commissioner	10 Days
Third	Sanjay Shah (Executive Leader)	Project Manager or other State designee	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.

A.10 The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. PROHIBITED TECHNOLOGIES

No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: <https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf>

and

No equipment or services on the FCC Covered List found here: <https://www.fcc.gov/supplychain/coveredlist>

31. ORDER OF PRECEDENCE

The following documents and materials are incorporated herein, and in the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

State of New Hampshire, Department of Business and Economic Affairs (BEA) Contract Agreement Division of Economic Development TRACKING/CONTRACT 2024-010 P-37 as amended by Exhibit A.

Additional State of New Hampshire, BEA Contract Exhibits in order of precedence:

1. Exhibits B and C;
2. Exhibit D;
3. Exhibit E;
4. Exhibit F;
5. Exhibit G;
6. Exhibit H, I, J, K and L.

State of New Hampshire, Department of Business and Economic Affairs, 2024-010 Business Services Portal RFP.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT A – SPECIAL PROVISIONS

Vendor Proposal Response to Department of Business and Economic Affairs, 2024-010
Business Services Portal dated February 20, 2024.

Additional Contractor Provided Documents.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

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

B.1 STATEMENT OF WORK

This contract/agreement incorporates by reference the State’s RFP (DBEA 2024-010), including related Addenda and Attachments (e.g., Attachments 1 and 2 and Addenda 1 and 2), as well as the Contractors bid and related supporting documentation and responses to Clarifying Questions. Should there be conflicts between those documents and this Agreement, this Agreement shall govern.

The Contractor shall develop a Business Services Portal (BSP) based upon the “New Hampshire Business Services Portal Strategic Implementation Plan,” or SIP, a feasibility study performed for BEA in early-2023, incorporating required features, including multiple releases that will entail an initial Minimum Viable Product (MVP) and evolve with each release into a mature and fully functioning and sustainable BSP upon which the State can develop further improvements as part of ongoing maintenance and operations and after contract completion.

The State, through BEA, is dedicated to enhancing the economic vitality in the State of New Hampshire while promoting it as a destination for both domestic and international visitors. The BSP is a vital component of BEA’s overall economic strategy to facilitate a pro-growth environment for the State’s business community. Development of the BSP shall include achieving the identified timeline, benchmarks for development, testing, and public release.

Proposed Solution and Platform

The Contractor’s agreed upon solutions, services, and products developed for the State as deliverables in this project shall be fully hosted on the State’s Salesforce FedRamp moderate instance, and not proprietary to the Contractor. Meaning, the State shall own any products or deliverables, and any products or deliverables shall be developed so that they are transferable - free of charge - to the State or any subsequent vendor or entity that may later be selected to build upon, modify, or service the Business Services Portal (BSP) (final product/deliverable) within the platform on which the BSP was developed (e.g., Salesforce). Moreover, no licensing to or through the Contractor shall be required to facilitate any such transfer or ongoing service.

The Contractor intends to build its proposal solution using Deloitte’s GovConnect platform and enabled components through Salesforce, which as described by the Contract in P-37, Section 10 is an open-source application powered by the Salesforce Platform. GovConnect is a collection of public sector market solutions, artificial intelligence enabling tools, and services built on platform technologies, which streamlines and modernizes the way residents, agencies, providers, regulators, and businesses use and provide government services. Moreover, the BSP architecture will be built with no-code/low-code capabilities that

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

contains components built on the Salesforce platform that can be used to create applications and workflows with data from Salesforce Public Sector Solutions (PSS) and from external sources.

This multi-tiered solution provides the State and Contractor the ability to rapidly build, test, and deploy dynamic applications mostly through configurable components and allows the State to maintain and enhance the BSP with additional capabilities to meet its future needs. With this design, the BSP will be scalable and more easily maintained, while users will have an easy to use and intuitive portal where they can quickly search for and find the information they need. Moreover, it aligns with the State's vision of accessibility, use of use of Identity and Access Management (IAM) solution, interoperability (IAM) solution, interoperability and modularity, mobility and scalability, and with enhanced reporting capabilities.

Overarching and Summarized Project Activities and Timelines

- The First Release/MVP Release (by 12/31/2024) (basic release features) will focus on setting up the MVP and various baseline activities.

The MVP Release includes a basic landing page, basic search and navigation functions, accessibility settings, and question triage functionality, and required identity and access management (IAM) components, as outlined in Section B.17.3 below, by providing solid project and schedule management and working collaboratively with State stakeholders to fully elaborate on business services and implement them into the BSP.

As described in Contractor's proposal, Release 1 includes MVP, the baseline activities described above, and the features listed below.

- User Setup (Language Settings, Font Size)
- Navigation (Find Resources, Use Footer)
- Search Results (View Query Results)
- Business Users Dashboard (View/Plan for/Manage/Start/Grow, View My Cases)
- Content (Realtor Questions, Training Materials)
- Checklist (View Business Requirements, State vs Local Requirements, Statistics for Starting a Business, Progress Indicator, Personalize Checklist for Business Compliance)
- Get Support (Create Case (Contact Us, Auto Assign Case to Department by Type, Receive Confirmation, Track Status)
- Personas (Create Personas, Record Visibility, System Permissions)
- Department Users Report and Dashboard (Department Report, DoIT and BEA Reports, Department Dashboard, DoIT and

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

BEA Dashboards)

- The Second Release (by 06/30/2025) will focus on additional features and functionality including profile and role management, Single Sign-On (SSO) into the BSP portal, further development of the selected IAM solution as described in Section B.17.3, personalized landing pages, personalized dynamic checklists, and expanded question triage functionality and other functions/features as prioritized in the backlog and agreed upon.

As described in the Contractor's proposal, this second release will include the functionality and features described above and listed below.

- User Setup (Create Account, Authenticated Experience)
 - Navigation (View Search Terms, Request Triage)
 - Search Results (Recommended Search Results, Narrow Search with Filter)
 - Business Users Dashboard (Open and Completed Tasks, Open task Reminders)
 - Content (Contextual Guidance, Industry Spotlights, Success Stories, Personalized Photos, Bid and Procurement Opportunities)
 - Calendar/Notifications (Upcoming Events, All Events)
- The Third and Subsequent Releases (through 06/30/2026) will focus on Artificial Intelligence (AI) powered help/navigation, notifications to remind users of deadlines and outstanding tasks, customized lists of applicable RFPs, collaboration with stakeholders to perform iterative discovery for each impacted system including scope and effort implications, as well as delivery for SSO integration with other applications to expand Single Sign-On and third-party application access where needed to obtain a unified entry point for systems and services outlined and agreed upon, and enhanced content access, subject to prioritization by the State if/where needed within the scope and budget of the Business Services Portal requirements for Releases 3+ (e.g., Anticipated Releases 3-10).

Additionally, the Contractor will assess the existing environment for additional IAM/SSO requirements and propose scope and effort implications for SSO integration and IAM impact/opportunity on other systems linked to from the BSP and provide analysis of and associated options/scope of effort.

As described in the Contractor's proposal, Release 3 and subsequent releases will include all items outlined below as well as above

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

referenced features and functionality and completion of previous release requirements that experienced agreed upon delays, subject to prioritization by the State if/where needed, within Releases 3+ (e.g., Anticipated Releases 3-10) and available resources.

- User Setup (Notifications, Profile Management)
- Navigation (Context Tracking)
- Search Results (Sorted List)
- Business Users Dashboard (Get Started Questionnaire)
- Content (Cost/Tax Withholding Calculator)
- Checklist (Non-Essential Checklist)
- Get Support (Auto Forms, Large Settings)
- Calendar/Notifications (Event Reminders)

- The MVP and agreed upon enhancements will be a primary focus. The remainder of the time (through 6/30/2026) after these efforts are completed will be intended for ongoing maintenance and support unless otherwise agreed upon.

B.2 BUSINESS / TECHNICAL REQUIREMENTS

B-2.1 Business Requirements

See 2024-010 Business Services Portal RFP, Attachment 1.

B-2.2 Technical Requirements

See 2024-010 Business Services Portal RFP, Attachment 1.

B-2.3. Service Level Agreement (SLA)

The Contractor will provide maintenance and support and continued enhancements throughout the full duration of the project and provide operations documentation, knowledge transfer, and transition planning at the end of the effort.

The Contractor shall negotiate and finalize with the State a Service Level Agreement (SLA) providing sufficient support of and training on the products developed by the Contractor, Contractor, as outlined in the "TRAINING" section of Exhibit B, subject to the terms of this Contract, within the price limitation of this Contract, and for the duration of the Contract, inclusive of any authorized extensions.

B.3 COMPLIANCE REQUIREMENTS

The Contractor shall develop the BSP to comply with requisite security standards and requirements. Unless otherwise agreed upon, the Contractor is expected to utilize the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Salesforce Government Cloud+ platform, which is designed to comply with the requirements from NIST 800-171, NIST 800-63, and NIST 800-115, incorporate a multi-layered security model aligned with the controls specified in NIST SP 800-171, comply with NIST SP 800-63 guidelines for digital identity management, and follow principles outlined in NIST SP 800-115 to conduct thorough security testing and assessment of the BSP.

The Contractor shall also develop and receive approval from the State of a System Security Plan that captures the applicable State security policies and technical security architecture of the BSP. Moreover, the Contractor shall develop and build in measures that protect data within the BSP, utilizing data encryption standards employed within the BSP that comply to FedRAMP and FIPS 140-2 standards. Additionally, data in transit shall be encrypted using Transport Layer Security (TLS) 1.2 or higher as well as data communications with the user’s browser shall be encrypted using TLS over Hyper Text Transfer Protocol Secure (HTTPS). This encryption confirms that data exchanged between the solution and external systems or partners remains confidential and tamper-proof, safeguarding its integrity throughout transmission. Furthermore, sensitive data shall be encrypted using AES 256-bit encryption, which is expected to be facilitated by Salesforce Shield.

Contractors are prohibited from discriminating against people with disabilities. In accordance with Title II of the Americans with Disabilities Act (ADA), all web content and mobile apps must comply with the web content accessibility guidelines (WCAG) 2.1, level AA. Per Section 508 of the Rehabilitation Act, any hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.

B.4 ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-4 – DELIVERABLES

The following activities, deliverables and projected delivery dates are based on an assumed project start date of 07/01/2024.

ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE	PROJECTED DELIVERY DATE
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	Jul 2024
2	Work Plan	Written	Jul 2024
3	Project Status Reports	Written	Weekly throughout duration of project

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

4	Technical Architecture (for the Solution)	Written	Sep 2024
5	Security Plan (for the solution)	Written	Sep 2024
6	Communications and Change Management Plan	Written	Dec 2024
7	Website/Software Development/Configuration Plan	Written	Sep 2024
8	Application integration plan (w/downstream business facing applications, IAM)	Written	Sep 2024
9	Testing Plan (for the solution)	Written	Sep 2024
10	Identity and Access Management Plan	Written	Jul 2024
11	Project Management Delivery Framework (i.e. how will releases be managed. Example: Agile or other framework)	Written	Jul 2024
12	Constituent Engagement Rollout Plan (i.e. plan on how rollouts would be planned with the state and constituents)	Written	Nov 2024
13	End User Support Plan (i.e. channeling/routing of support requests appropriately from the portal)	Written	Dec 2024
14	Business Continuity and Disaster Recovery Plan	Written	Sep 2024
15	Documentation of Operational Procedures (Operations plan)	Written	Nov 2024
RELEASE/OPERATIONS MANAGEMENT			
16	Provide Software Releases to Satisfy State Requirements For each release outlined in the base work plan and planned as part of ongoing operations, maintenance, and support). Each release will utilize all "Planning and	Written/Software	Dec 2024 (Release 1) June 2025 (Release 2) Aug 2025 - May 2026 (Releases 3-10)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

	Project management Plans" and artifacts (i.e. security, communication, testing, constituent rollout, and other related plans and project management artifacts). Each release will be fully documented.		
17	Ongoing Support & Maintenance	Written/Software	Jan 2025 - Jun 2026
PROJECT CLOSING/TRANSITION			
18	Conduct Project Exit Meeting and Operational Transition Sessions	Written/Non-Software	Jun 2026

B.5 DELIVERABLE REVIEW AND ACCEPTANCE

5.1 Functionality:

- a. All core features and functionalities specified in the project requirements identified herein and further specified in Attachment 1 are implemented.
- b. The system performs tasks as defined herein and further specified in Attachment 1 accurately and efficiently.
- c. Integration with other systems or components is effective.

5.2 Performance:

- a. The system meets predefined performance benchmarks (e.g., response time, processing speed).
- b. The system can handle the expected volume of users or transactions without degradation in performance.

5.3 Usability:

- a. The user interface is intuitive and user-friendly.
- b. Users can easily navigate through the system and complete tasks without extensive training.

5.4 Reliability:

- a. The system operates consistently without unexpected crashes or errors.
- b. The system maintains data integrity and availability.

5.5 Compatibility:

- a. The system is compatible with specified hardware, software, and browsers.
- b. The system supports different operating systems and devices as required.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

5.6 Security:

- a. Agreed upon security measures are in place to protect sensitive data.
- b. Access controls and user permissions are implemented according to specifications.

5.7 Scalability:

- a. The system can scale to accommodate future growth in users or data.
- b. The system adapts well to changes in workload or system demands.

5.8 Documentation:

- a. Comprehensive documentation, including user manuals and technical guides, is provided.
- b. Code documentation and system architecture are clear and well-documented.

5.9 Regulatory Compliance:

- a. The system adheres to relevant industry standards and regulatory requirements.

B.6 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 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B.7 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.

B.8 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, unless otherwise agreed upon. 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.

B.9 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.

B.10 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.

B.11 IMPLEMENTATION SERVICES

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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.

B.12 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 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.

B.13 CONTRACTOR KEY PROJECT STAFF

13.1 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:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Henry Ennis
(571) 296-5301
hennis@deloitte.com

13.2 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:

Angela Welle
(202) 805-1174
awelle@deloitte.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 standard workweek hours within two (2) hour(s) of inquiries from the State, and be at the site as needed, when reasonable notice and timing is provided to the Contractor. Project Manager must work diligently and use his/ her best efforts on the Project.

13.3 Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

13.4 The Contractors Additional Key Project Staff

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

Jack Wisnefske
Change Management Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Robert Frumkin
Support and Maintenance of Solutions Manager

Greg Reynolds
Usability & User Experience Manager

Glenn Araujo
Business Services Portal Development & Architecture Manager

Delvin Huffman
Web Application Testing & Security Manager

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.

13.5 Termination for Lack of Project Management and Key Project Staff

Subject to the cure period set forth in P-37, Section 8, 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.

B.14 STATE KEY PROJECT STAFF

14.1 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:

Cynthia J. Harrington
603-271-0496
cynthia.j.harrington@livefree.nh.gov

14.2 The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is anticipated to be a third-party contractor.

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

- a. Leading the Project;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- 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; and
- h. Other duties as assigned by the State.

B.15 WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) 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. The 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.

B.16 ACCEPTANCE & TESTING SERVICES

Comprehensive testing procedures, including unit testing, integration testing, and user acceptance testing, are successfully completed.

Validation against use cases and scenarios outlined in the project requirements is satisfactory.

B.17 MAINTENANCE, OPERATIONS, AND SUPPORT

17.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

17.2 System Support

- a. 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.
- b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
- c. **Class A Deficiencies** – 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)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

- d. **Class B & C Deficiencies** – The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

17.3 IAM Solution

This agreement shall include the identification and implementation of an agreed upon Identity and Access Management (IAM) solution, as explained below.

Within the proposed final cost and budget, as outlined in EXHIBIT C and/or later modified by the Parties, the Contractor shall:

- a. Work with the State to analyze its needs and outline a plan that will target and implement an IAM solution that meets project and enterprise level needs and supports seamless interaction between applications across various platforms and organizational sub-divisions within those platforms.
1. Contractor shall conduct two (2) discovery workshops with the State to identify the IAM solution needs for this project by gauging the existing environment and aspirations.
 2. Contractor shall provide inputs during the discovery phase to finalize the selection collaboratively, with the State procuring the SaaS licenses and being the license holder.
- b. Configure the selected IAM solution to provide authentication, authorization, administration, and auditing and reporting functions typically provided in best of breed platforms that specialize in IAM functions.
1. Specifically, the Contractor shall configure the following self-service use cases:
 - i. User registration,
 - ii. User login,
 - iii. Forgot username or password,
 - iv. MFA, and
 - v. Change password functionality.
- c. Configure the IAM solution for Single Sign on (SSO) to the Salesforce based Business Service Portal (BSP) and provide the user the ability to manage their profile information.
- d. Collaborate with stakeholders to perform iterative discovery for each impacted system, including scope and effort implications, for SSO integration with other applications where needed.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B.18 PROJECT RELEASES

The project will progress through phases or “releases,” as described in the State’s RFP, Strategic Implementation Plan (SIP), and in the Contractors bid documentation. Project development and implementation will also include case management and business services and stakeholder engagement, as outlined in the Contractor’s bid documentation and utilizing state platform or agreed upon standards.

For each release the contractor will provide a completed VPAT (volunteer product accessibility template) for WCAG: [VPAT - Information Technology Industry Council \(itic.org\)](http://www.vpat.itic.org). This will apply to work performed by the vendor that is custom and not a Salesforce platform standard.

At a summary level, three or more releases are expected to proceed as follows:

Release 1: Project Months 1-6

Delivers the first production release of the Business Services Portal (BSP), also as described in the “Overarching and Summarized Project Activities and Timelines ” section of this Agreement.

In summary, this includes a basic landing page, basic search and navigation functions, accessibility settings, basic checklists, and question triage functionality, as well as Installation of necessary components of the selected Identity and Access Management (IAM) solution.

Release 2: Project Months 7-12

Delivers the second production release of the BSP, also as described in the “Overarching and Summarized Project Activities and Timelines” section of this Agreement

In summary, this includes profile and role management, Single Sign-On (SSO) into the BSP Salesforce portal using the IAM, personalized landing pages, personalized dynamic checklists, and expanded question triage functionality, and it includes other functions/features as prioritized in backlog.

Release 3+: Project Months 12-24

Delivers the third production release and ongoing releases every six (6) weeks that will include functions/features as prioritized in backlog, also as described in the “Overarching and Summarized Project Activities and Timelines” section of this Agreement.

In summary, among other things, this includes Artificial Intelligence (AI)-powered help/navigation, notifications to remind users of deadlines and outstanding tasks, and customized lists of applicable RFPs, as well

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

as collaborating with stakeholders to perform iterative discovery for each impacted system, including scope and effort implications and delivery for SSO expanded integration with other applications where needed and prioritized within the scope of the Business Services Portal requirements to obtain a unified entry point for systems and services outlined and agreed upon and analysis of IAM impact/opportunity on other systems linked to from the BSP and associated options/scope of effort.

Additionally, and as background, Salesforce periodically provides release updates three (3) times yearly at no cost, to improve the performance, logic, security, and usability of its products. This will help the BSP take advantage of new features without impacting existing functionality, thus reducing maintenance costs.

B.19 SUPPORT OBLIGATIONS

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

The Contractor shall negotiate and enter into a Service Level Agreement with the State, within the price limitation of this contract.

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

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- a. Nature of the Deficiency;
- b. Current status of the Deficiency;
- c. Action plans, dates, and times;
- d. Expected and actual completion time;
- e. Deficiency resolution information;
- f. Resolved by;
- g. Identifying number i.e. work order number; and
- h. Issue identified by.
- i. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
- j. Mean time between Reported Deficiencies with the Software;
- k. Diagnosis of the root cause of the problem; and
- l. Identification of repeat calls or repeat Software problems.
- m. Subject to the cure period set forth in P-37, Section 8, if the Contractor fails to correct a Deficiency within the allotted period of time stated above, as it pertains to the Contractor's Support Obligations during the maintenance and support phase of this contract and project, 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a proportionate 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.

B.20 CONTRACT WARRANTIES AND REPRESENTATIONS

20.1 System

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

20.2 Software

The Contractor warrants that any Software provided and/or implemented by the Contractor 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.

20.3 Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

20.4 Services

Contractor warrants that all Services to be provided under this Agreement will be provided expeditiously, in a professional manner, in accordance with industry standards

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

and that Services will comply with performance standards, Specifications, and terms of the Contract.

B.21 DATA PROTECTION

21.1 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.

21.2 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.

21.3 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.

Incident Response: the Contractor may need to communicate with outside parties

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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.

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.

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) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner as set forth in Section B 22.1.

B.22 DATA BREACH RESPONSIBILITIES

22.1 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.

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.

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.

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:

- a. The investigation and resolution of the Data Breach;
- b. Notifications to individuals, regulators or others required by State law;
- c. A credit monitoring service required by State (or federal) law;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- 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.

B.23 SOFTWARE AGREEMENT

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

B.24 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

B.25 TRAINING

The Contractor shall provide the following Training Services:

The requisite level and type of training shall be incorporated into a Service Level Agreement (SLA), as noted in section B-2.3 of Exhibit B. At minimum, that training shall include:

- a. A “human-centered” approach to training as outlined in the Contractor’s RFP bid, which is hands-on, interactive, and appropriate across user groups and audiences.
- b. Training through helpdesk support, user manuals and other training materials, train-the-trainer sessions, informational webinars, and other similar methods for new users and ongoing existing users, with flexibility that enables more involved training and support provided by the Contractor.

B.26 MERCHANT CARD SERVICES

Not Applicable

B.27 TERMS AND DEFINITIONS

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

B.28 CONTRACTOR’S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

C.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.

C.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.

C.3 SHIPPING FEES

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

C.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 and identified in the Payment Schedule below. 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.

As part of monthly payment in accordance with the below schedule, the Contractor shall provide a monthly project status report, including project milestone and benchmark assessments, summaries of key communications and stakeholder engagement, summaries of costs incurred, and other information as required by the State.

The Contractor shall also provide detailed invoicing of expenditures incurred, including staff roles and time committed to the project during the relevant period. Reports and invoices are due by the 30th of the month following the month covered by the report and invoicing. The State reserves the right to adjust the monthly disbursement amount based upon actual expenditures incurred by the Contractor over the life of the agreement.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The Contractor shall provide any additional data or reports as deemed necessary by the State to satisfy state and federal oversight and compliance obligations.

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.

C.5 INVOICE ADDRESS

Invoices may be sent to:

Department of Business and Economic Affairs
Cynthia Harrington
cynthia.j.harrington@livefree.nh.gov
100 North Main Street, Suite 100
Concord, NH 03301

C.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>

C.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.

C.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.

C.9 PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each monthly Invoice, except for Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period. This holdback shall not be applied to funds advanced to the Contractor.

C.10 PAYMENT SCHEDULE AND CONTRACT TYPE

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Contract will allow the Contractor to invoice the State for the following activities, deliverables, or milestones appearing in the price and payment tables below.

As noted in Block 1.8 of the P-37, the Contractor may receive up to \$8,116,310.04 for its services and deliverables under this agreement over a period of 24 months, unless otherwise extended. Funds shall be disbursed on a monthly basis according to the schedule below and as outlined within Exhibit C.

The Contractor shall be advanced \$1,623,262 upon execution and authorization of this contract, equivalent to approximately 20 percent of the contract’s price limitation, to enable the Contractor to begin work on and complete deliverables with deadlines through September 2024.

For work and payments beginning in month four (4) of the contract (October 2024), payments under the contract will transition to a reimbursement basis, as outlined in Exhibit C. Invoices beginning in October 2024 shall be subject to the “Holdback” provision outlined above.

The Contractor must provide invoicing and substantiate expenses, as noted in Exhibit C. Moreover, to ensure no duplication in eligible and covered expenses, any portion of the funds advanced under this contract that are not substantiated will be offset against expenses later submitted for reimbursement. For example, if the Contractor only substantiates \$1,400,000 of the \$1,623,262 advanced for the months of July through September 2024, when payment transitions to reimbursement basis in October 2024, the Contractor must first substantiate the \$223,262 in remaining advanced funds.

10.1.1. Activities / Deliverables / Milestones Estimated Pricing

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	ESTIMATED COST
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	24-Jul	\$198,849.60
2	Work Plan	Written	24-Jul	\$284,070.85
3	Project Status Reports	Written	Weekly throughout duration of project	\$454,513.36
4	Technical Architecture (for the Solution)	Written	24-Sep	\$227,256.68
5	Security Plan (for the solution)	Written	24-Sep	\$198,849.60
6	Communications and Change Management Plan	Written	24-Dec	\$142,035.43
7	Website/Software Development/Configuration Plan	Written	24-Sep	\$170,442.51

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

8	Application integration plan (w/downstream business facing applications, IAM)	Written	24-Sep	\$113,628.34
9	Testing Plan (for the solution)	Written	24-Sep	\$85,221.26
10	Identity and Access Management Plan	Written	24-Jul	\$142,035.43
11	Project Management Delivery Framework (i.e., how will releases be managed. Example: Agile or another framework)	Written	24-Jul	\$170,442.51
12	Constituent Engagement Rollout Plan (i.e., plan on how rollouts would be planned with the state and constituents)	Written	24-Nov	\$198,849.60
13	End User Support Plan (i.e., channeling/routing of support requests appropriately from the portal)	Written	24-Dec	\$142,035.43
14	Business Continuity and Disaster Recovery Plan	Written	24-Sep	\$113,628.34
15	Documentation of Operational Procedures (Operations plan)	Written	24-Nov	\$198,849.60
RELEASE/OPERATIONS MANAGEMENT				
16	Provide Software Releases to Satisfy State Requirements. For each release outlined in the base work plan and planned as part of ongoing operations, maintenance, and support). Each release will utilize all "Planning and Project management Plans" and artifacts (i.e., security, communication, testing, constituent rollout, and other related plans and project management artifacts). Each release will be fully documented.	Written/Software	Release 1 – December 2024	\$1,623,262.00
			Release 2 – June 2025	\$1,623,262.00
			Releases 3-10 – August 2024- May 2026	\$1,217,446.50
17	Ongoing Support & Maintenance Note: It is anticipated that all releases and ongoing support and maintenance will be covered via consistent monthly payments.	Written/Software	January 2025- June 2026	\$730,467.90

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

PROJECT CLOSING/TRANSITION				
18	Conduct Project Exit Meeting and Provide Operational Transition Documentation (i.e., Transition Plan)	Written/Non-Software	26-Jun	\$81,163.10
			Total	\$8,116,310.00

10.1.2. Implementation Pricing Summary (as presented by Contractor; informational)

IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	TOTAL COST
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	\$8,116,310.00
2	Hardware Pricing (Total from Hardware Pricing Worksheet)	\$ -
3	Software License Pricing (Total from Software License Pricing Worksheet)	\$1,179,086.00
4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	\$ -
5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	\$ -
6	Other Pricing (Total from Other Cost Pricing Worksheet)	\$ -
Grand Total		\$ 9,295,396.00

10.1.3. Contractor Staff and Resource Hours Project Estimates

VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET									
	Engagement Lead	Senior Manager	Project Manager	Project Analyst	Functional Lead	Functional Analyst	UI/UX	Arch-Integration &	Cyber Lead
Planning And Project Management	520	2228	2955	1862	50	50	50	400	5
Installation	50	150	197	39	2550	1120	1000	980	40
Testing	50	150	197	39	272	150	80	100	30
System Deployment	50	150	197	39	100	150	50	100	5
Operations	50	50	394	20	50	150	100	100	4
Total Hours	720	2728	3940	1960	3400	1620	1280	1680	84

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Hourly Rate	\$300.00	\$270.00	\$240.00	\$145.00	\$210.00	\$145.00	\$220.00	\$170.00	\$275.00
Vendor Resource Price Total (Hours X Rate)	\$216,000.00	\$736,560.00	\$945,600.00	\$284,200.00	\$714,000.00	\$234,900.00	\$281,600.00	\$285,600.00	\$23,100.00

	Security Architect	Security SME	Training /OCM	Mgr.	Web Dev	Sr. Web Dev	QA	Dev Ops	Integration Lead
Planning And Project Management	100	10	460	710	1700	867	80	80	260
Installation	150	150	0	700	2500	1818	1400	510	800
Testing	100	150	0	700	1140	500	4000	500	700
System Deployment	65	130	500	700	2000	1000	2000	300	600
Operations	5	40	0	100	300	150	200	50	100
Total Hours	420	480	960	2910	8640	4335	7680	1440	2460
Hourly Rate	\$270.00	\$270.00	\$170.00	\$170.00	\$100.00	\$130.00	\$100.00	\$105.00	\$145.00
Vendor Resource Price Total (Hours X Rate)	\$113,400.00	\$129,600.00	\$163,200.00	\$494,700.00	\$864,000.00	\$563,550.00	\$768,000.00	\$151,200.00	\$356,700.00

	Integration	Performance	Security Compliance	Security Testing	UI	Research	Branding	Experience Lead
Planning And Project Management	100	41	28	88	456	266	133	152
Installation	800	82	56	176	0	0	0	0
Testing	500	656	420	1320	0	0	0	0
System Deployment	450	41	28	88	0	0	0	0
Operations	70	0	28	88	24	14	7	8
Total Hours	1920	820	560	1760	480	280	140	160
Hourly Rate	\$100.00	\$120.00	\$120.00	\$105.00	\$220.00	\$210.00	\$230.00	\$270.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Vendor Resource Price Total (Hours X Rate)	\$192,000.00	\$98,400.00	\$67,200.00	\$184,800.00	\$105,600.00	\$58,800.00	\$32,200.00	\$43,200.00
---	--------------	-------------	-------------	--------------	--------------	-------------	-------------	-------------

10.1.4. Contractor Rates Worksheet

The State and Contractor agree to the following rates for the duration of the Contract and in the event it is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

FUTURE VENDOR PRICING WORKSHEET			
VENDOR ROLE	SFY25	SFY26	SFY27
Engagement Lead	\$ 300.00	\$ 315.00	\$ 340.00
Senior Manager	\$ 270.00	\$ 284.00	\$ 307.00
Project Manager	\$ 240.00	\$ 252.00	\$ 272.00
Project Analyst	\$ 145.00	\$ 152.00	\$ 164.00
Functional Lead	\$ 210.00	\$ 221.00	\$ 239.00
Functional Analyst	\$ 145.00	\$ 152.00	\$ 164.00
UI/UX	\$ 220.00	\$ 231.00	\$ 249.00
Arch - Integration & Tech	\$ 170.00	\$ 179.00	\$ 193.00
Cyber Lead	\$ 275.00	\$ 289.00	\$ 312.00
Security Architect	\$ 270.00	\$ 284.00	\$ 307.00
Security SME	\$ 270.00	\$ 284.00	\$ 307.00
Training/OCM	\$ 170.00	\$ 179.00	\$ 193.00
Mgr.	\$ 170.00	\$ 179.00	\$ 193.00
Web Dev	\$ 100.00	\$ 105.00	\$ 113.00
Sr. Web Dev	\$ 130.00	\$ 137.00	\$ 148.00
QA	\$ 100.00	\$ 105.00	\$ 113.00
Dev Ops	\$ 105.00	\$ 110.00	\$ 119.00
Integration Lead	\$ 145.00	\$ 152.00	\$ 164.00
Integration	\$ 100.00	\$ 105.00	\$ 113.00
Performance	\$ 130.00	\$ 137.00	\$ 148.00
Security Compliance	\$ 120.00	\$ 126.00	\$ 136.00
Security Testing	\$ 105.00	\$ 110.00	\$ 119.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

UI/UX	\$ 220.00	\$ 231.00	\$ 249.00
Research	\$ 210.00	\$ 221.00	\$ 239.00
Branding	\$ 230.00	\$ 242.00	\$ 261.00
Experience Lead	\$ 270.00	\$ 284.00	\$ 307.00

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. All License agreements for the Platform(s) to be utilized will be purchased by the state.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

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

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

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

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

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

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

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.

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 five (5) years following termination or completion 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, unless said matters resolve or end within five (5) years of the termination or completion of the Contract, including any extensions.

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.

ACCOUNTING

Contractor shall maintain an accounting System in accordance with accounting principles generally applied. The costs applicable to the Contract shall be ascertainable from the accounting System.

AUDIT

Contractor shall maintain an accounting System in accordance with accounting principles generally applied. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT E – ADMINISTRATIVE SERVICES

MISCELLANEOUS WORK REQUIREMENTS

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 abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

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).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT E – ADMINISTRATIVE SERVICES

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).

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.

Workspace Requirement

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

Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall maintain a standard workweek of 37.5 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
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.
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.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH 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.
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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT F – TERMS AND DEFINITIONS

Deliverable	Any written, software, or non-software item (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.
Identity and Access Management (IAM)	Security and business discipline that includes multiple technologies and business processes to help the right people or machines to access the right assets at the right time for the right reasons.
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.
Open-Source	Denoting software for which the original source code is made freely available, as further described in Section 10.4, and may be used and modified without license cost or limitation.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT F – TERMS AND DEFINITIONS

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.
Profile	This refers to a user profile which contains information on specific users including roles or sub-rolls that a user may have that indicate the various functions or content a user may access.
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 Vendor 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 Software and Enhancements provided and/or configured.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT F – TERMS AND DEFINITIONS

Software-as-a-Service (SaaS)	Software as a service (SaaS) is a software licensing model, which allows access to software on a subscription basis using external servers. SaaS allows each user to access programs via the internet, instead of having to install the software on the user's computer.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
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, and 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. Future changes to Specifications (e.g., new State technical standards) to be completed as prioritized within the capacity of this Agreement.
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 provided under this Contract, integrated and functioning together in accordance with the Specifications.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT F – TERMS AND DEFINITIONS

Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

ATTACHMENTS

- a. Attachment 1 - Business and Technical Requirements
- b. Attachment 2 - Agency Compliance Documents
- c. Attachment 3 – VPAT (volunteer product accessibility template) for WCAG

CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: Henry William Ennis Date: 06/17/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: Henry William Ennis Date: 06/17/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT H – DRUG-FREE WORKPLACE

Exhibit H – Drug-Free Workplace

Drug-Free Workplace

The Grantee (aka “Contractor”) identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee’s representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug-Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

(A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT H – DRUG-FREE WORKPLACE

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

New Hampshire Department of Business and Economic Affairs (BEA)
100 N. Main Street, Ste 100
Concord, NH 03301

Check if there are workplaces on file that are not identified here.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT H – DRUG-FREE WORKPLACE**

Upon Governor & Executive Council Approval

<u>CONTRACTOR/COMPANY NAME</u>	<u>through Date:</u>
Contractor Name Deloitte Consulting LLP Certification	Period Covered by this

PRESIDENT/CEO/AUTHORIZED SIGNOR FOR COMPANY/CONTRACTOR

Name and Title of Authorized Contractor Representative Henry Ennis, Managing Director

<i>Henry William Ennis</i>	06/17/2024
<u>Contractor Representative Signature</u>	<u>Date</u>

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT I – AMERICANS WITH DISABILITIES ACT COMPLIANCE

Exhibit I – Americans with Disabilities Act Compliance

Certificate Regarding the Americans with Disabilities Act Compliance

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

PRESIDENT/CEO

Contractor Representative Signature

Henry William Ennis

Contractor's Representative Title

Managing Director

CONTRACTOR/COMPANY NAME

Contractor Name Deloitte Consulting LLP

Date 06/17/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT J – ENVIRONMENTAL TOBACCO SMOKE

Exhibit J – Environmental Tobacco Smoke

CERTIFICATOIN
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Contract the Grantee (aka "Contractor") certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

PRESIDENT/CEO

Contractor Representative Signature *Henry William Ennis*
Contractor Representative Title Managing Director

CONTRACTOR/COMPANY NAME

Contractor Name Deloitte Consulting LLP Date 06/17/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT K – ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY
ASSISTED PROGRAMS

Exhibit K – Assurance of Compliance Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

CONTRACTOR/COMPANY NAME (hereinafter called the "Grantee" and aka "Contractor")
HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT K – ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

PRESIDENT/CEO

Contractor Representative Signature *Henry William Ennis*
Contractor Representative Title Managing Director

CONTRACTOR/COMPANY NAME

Contractor Name Deloitte Consulting LLP

Date 06/17/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT L – CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE

Exhibit L – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the State must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principal place of performance
- 9) Unique identifier of the entity (UEI #)
- 10) Total compensation and names of the top five executives if:
 - a) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b) Compensation information is not already available through reporting to the SEC.

Grantees (aka “Contractors”) must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have one of the Grantee’s representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT L – CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

PRESIDENT/CEO

Contractor Representative Signature Henry William Ennis
Contractor Representative Title Managing Director

CONTRACTOR/COMPANY NAME

Contractor Name Deloitte Consulting LLP Date 06/17/2024

As the Grantee (aka “Contractor”) identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The SAM number for your entity is: CKV2L9GZKJK3
2. In your business or organization’s preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DoIT 2024-010 – BUSINESS SERVICES PORTAL
EXHIBIT L – CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY
AND TRANSPARENCY ACT (FFATA) COMPLIANCE

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

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 DELOITTE CONSULTING LLP is a Delaware Limited Liability Partnership registered to transact business in New Hampshire on March 10, 2004. 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: 467399

Certificate Number: 0006692670



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

Limited Liability Partnership or LLC Certificate of Authority

I, Gregory Spino, hereby certify that I am a Partner, Member, or Manager of
(Name)
Deloitte Consulting LLP, a limited liability partnership under RSA 304-A, a limited
Name of Partnership or LLC)
liability partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that **Henry Ennis** is authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Certificate of Authority.

Dated: 06/10/24

Signature: *gregory spino*
Name: Greg Spino
Title: Managing Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2024

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: realestate.certrequest@marsh.com	CONTACT NAME: _____	
	PHONE (A/C No, Ext): _____	FAX (A/C No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
CN102871568-STND-GAWU-24-25 woglau	INSURER A : Continental Casualty Company	20443
INSURED Deloitte LLP Deloitte Consulting LLP	INSURER B : N/A	N/A
	INSURER C : American Casualty Company of Reading, PA	20427
	INSURER D : Valley Forge Insurance Company	20508
	INSURER E : _____	_____
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-009468537-49 **REVISION NUMBER:** 14

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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			GL 6024588868	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6024588871	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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/A	WC 6024588837 (AOS)	06/01/2024	06/01/2025	<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
C				WC 6024588840 (CA)	06/01/2024	06/01/2025	
D				WC 6024588854 (AZ, OR, WI)	06/01/2024	06/01/2025	
D	Stop Gap (OH, ND, WA)			GAP 6042880616 (OH, ND, WA)	06/01/2024	06/01/2025	1,000,000

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

CERTIFICATE HOLDER Deloitte Consulting LLP	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2024

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

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

PRODUCER MARSH USA, LLC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: RealEstate.CertRequest@marsh.com CN102871568-STND-PROF-24-25	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Swiss Re Corporate Solutions Capacity Insurance Corp.		29874
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-011005155-61 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER	
A	Professional Liability		5477.2	06/01/2024	06/01/2025	Per Claim	1,000,000
						Aggregate	1,000,000

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

- This policy is non-cancellable during the period shown.
- The issuance of this certificate of insurance does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the insurer.

Cyber, network, privacy, confidentiality and technology errors and omissions are included in the Professional Liability coverage form. Coverage includes credit monitoring.

This policy extends to territories and possessions of the United States, including Puerto Rico.

CERTIFICATE HOLDER Deloitte Consulting LLP 30 Rockefeller Plaza New York, NY 10112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.