STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 23, 2024

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), to enter into a contract with Systems & Communications Sciences, Inc. (S&CSI) (Vendor Code 155338), Londonderry, NH, in an amount not to exceed $15,205,000 to operate and maintain all DoIT IBM infrastructure environment, which includes support of the IBM zLinux hardware, associated operating software, third party software, associated peripherals, high-speed printing, disaster recovery and data center services, effective upon Governor and Executive Council approval through June 30, 2029.   This agreement may be extended for an additional 5 years, at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, with the approval of the Governor and Executive Council.

Source of funds: 100% Other (Agency Class 027) Funds: the Agency Class 027 used by DHHS to reimburse DoIT is 50% Federal Funds and 50% General Funds, the Agency Class 027 used by DAS to reimburse DoIT is 100% General Funds and the Agency Class 027 used by DOS to reimburse DoIT is 12% Federal Funds, 20% General Funds and 68% Other Funds.

Funds are available in the following account as follows for SFY 2025 and are anticipated to be available in SFY 2026 through SFY 2029 upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

"Innovative Technologies Today for New Hampshire's Tomorrow"

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #-DEPT NAME-ACCOUNTING UNIT NAME_CLASS-OBJECT - DESC	Activity Code	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
01-03-03-030010-76950000-IT For DHHS 046-500465-IT Consultants	03950250	$2,845,500	$3,019,835	$3,043,200	$3,069,600	$3,108,000	$15,086,135
01-03-03-030010-76140000-IT for Administrative Serv. 046-500465-IT Consultants	03140002	$2,000	$7,755	$9,600	$10,800	$10,800	$40,955
01-03-03-030010-76230000-IT for Safety 046-500465-IT Consultants	03230017	$0	$15,510	$19,200	$21,600	$21,600	$77,910
Grand Total		$ 2,847,500	$ 3,043,100	$ 3,072,000	$ 3,102,000	$ 3,140,400	$ 15,205,000

EXPLANATION

The State outsources the maintenance and support of the State's IBM z/Linux environment due to the specialized and expensive expertise required to administer these systems. The State does not employ adequate numbers of staff with the specialized knowledge required to perform these tasks. Outsourcing also provides us with flexibility to bring in new skill sets as required. This contract will allow us to continue to provide a high level of information technology services to our customers.

This contract with S&CSI will provide statewide IBM Linux infrastructure and technical support including support for the Department of Health and Human Services daily operations of the New HEIGHTs integrated eligibility and case management systems which support 1 in 5 citizens of NH who receive benefits from DHHS, the associated client facing online portal (NH EASY), along with Division of Long Term Support and Services applications (DLTSS). S&CSI will also be responsible for Hardware Support, Data Center Services, Process Improvements and Process Automation for other agencies including the Department of Administrative Services and Department of Safety.

This contract is the result of a competitive solicitation under RFP 2024-096 Statewide IBM Mainframe Technical Support Services issued on March 20, 2024. Two vendors attended the Vendor Conference however only one vendor, S&CSI, submitted a response to the proposal. S&CSI scored 880 out of a possible 1000 points.

S&CSI is the current vendor providing these services to the State.   S&CSI has a wide range of experience and has been instrumental in developing and maintaining many of the processes used by State agencies. S&CSI staff members have extensive experience installing, maintaining, and configuring IBM z/Linux systems with a wide variety of IBM and 3rd party layered products to achieve the State's business applications goal. S&CSI staff members have extensive knowledge with performance monitoring and tuning using the latest tools available to maintain a well-functioning system.

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

Denis Goulet
Commissioner, DoIT

Charles M. Arlinghaus
Commissioner, DAS

Lori A. Weaver
Commissioner, DHHS

Robert L. Quinn
Commissioner, DOS

DG/ik
DoIT #2024-096
RID # 87430

S&CSI is the current vendor providing these services to the State. S&CSI has a wide range of experience and has been instrumental in developing and maintaining many of the processes used by State agencies. S&CSI staff members have extensive experience installing, maintaining, and configuring IBM z/Linux systems with a wide variety of IBM and 3rd party layered products to achieve the State's business applications goal. S&CSI staff members have extensive knowledge with performance monitoring and tuning using the latest tools available to maintain a well-functioning system.

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

Denis Goulet
Commissioner, DoIT

Charles M. Arlinghaus
Commissioner, DAS

Lori A. Weaver
Commissioner, DHHS

Robert L. Quinn
Commissioner, DOS

DG/ik
DoIT #2024-096
RID # 87430

S&CSI is the current vendor providing these services to the State. S&CSI has a wide range of experience and has been instrumental in developing and maintaining many of the processes used by State agencies. S&CSI staff members have extensive experience installing, maintaining, and configuring IBM z/Linux systems with a wide variety of IBM and 3rd party layered products to achieve the State's business applications goal. S&CSI staff members have extensive knowledge with performance monitoring and tuning using the latest tools available to maintain a well-functioning system.

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

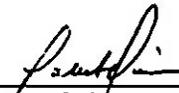Denis Goulet
Commissioner, DoIT

Charles M. Arlinghaus
Commissioner, DAS

Lori A. Weaver
Commissioner, DHHS

Robert L. Quinn
Commissioner, DOS

DG/ik
DoIT #2024-096
RID # 87430

PROPOSAL EVALUATION SUMMARY

DoIT RFP# 2024-096 STATEWIDE IBM TECHNICAL SERVICES

The State used a scoring scale of 1000 points, applied to the Solution as a whole.
Points were distributed as follows:

TECHNICAL PROPOSAL: 600 POINTS
- 150 points – Proposed Solution;
- 200 points – Vendor's Technical, Service and Project Management Experience;
- 50 points – Vendor Company;
- 200 points – Staffing Qualifications;

PRICE PROPOSAL: 400 POINTS
- 400 points – Solution Price (Rates and Pricing)

Vendor	Proposed Solution 150 Points	Vendor's Technical, Service and Project Management Experience 200 Points	Vendor Company 50 Points	Staffing Qualifications 200 Points	Solution Price 400 Points	Total Points 1000
S&CSI	145	160	35	140	400 $15,205,000	880

Individual Scorer - Name	Individual Scorer - Position/Agency
Ken Dunn	Deputy Commissioner NH Department of Information Technology
David Wieters	Chief Operating Officer NH Department of Health & Human Services
Adam LeCain	Project Manager, New HEIGHTS NH Department of Health & Human Services
Tim DePalo	Director, Infrastructure & Operations NH Department of Information Technology
Mike Williams	Assistant Director, Enterprise Applications NH Department of Information Technology
David Heafey	IT Service Manager NH Department of Information Technology

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY
STATEWIDE IBM TECHNICAL SERVICES:
DoIT - # 2024-096

Contents

Contractor Initials _____
Date 5/22/2024

Remainder of this page intentionally left blank

Contractor Initials
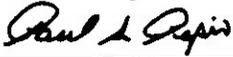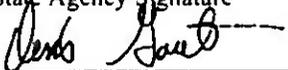Date 5/22/2024

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

AGREEMENT

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name	1.2 State Agency Address
New Hampshire Department of Information Technology	27 Hazen Drive Concord, NH 03301

1.3 Contractor Name	1.4 Contractor Address
Systems & Communications Sciences, Inc	P.O. Box 10608, Bedford, NH 03110

1.5 Contractor Phone# (603) 472-7617 (o) (603) 491-5283 (c)	1.6 Account Unit and Class DHHS 01-03-03-030010-76950000-046-500465 $15,086,135 DAS 01-03-03-030010-76140000-046-500465 $ 40,955 DOS 01-03-03-030010-76230000-046-500465 $ 77,910	1.7 Completion Date June 30, 2029	1.8 Price Limitation $15,205,000

1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Denis Goulet, Commissioner	(603) 223-5730

1.11 Contractor Signature *[signature]* Date: 5/22/2024	1.12 Name and Title of Contractor Signatory Paul Pepin, President
1.13 State Agency Signature *[signature]* Date 5/22/2024	1.14 Name and Title of State Agency Signatory Denis Goulet, Commissioner

1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*
By: Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*
By: *Duncan A. Edgar*   On: June 3, 2024

1.17 Approval by the Governor and Executive Council *(if applicable)*
G&C Item number: G&C Meeting Date:

Contractor Initials _____
Date 5/2/22024

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial

Contractor Initials
Date 5/2/22024

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, consolidation, or a transaction or series of related transactions in

Contractor Initials

Date 5/2/22024

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

Contractor Initials

Date 5/2/22024

parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials

Date 5/2/2024

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 five (5) 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 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

Contractor Initials

Date 5/2/22024

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

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

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

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

A.3 **Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

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

    a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

    b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

    c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

    d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by 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,

Contractor Initials

Date 5/2/22024

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

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.4 **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;

b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.5 **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.

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.

Contractor Initials _____

Date 5/2/22024

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. **ORDER OF PRECEDENCE**

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

   ii. State of New Hampshire, Department of Information Technology Contract Agreement DoIT CONTRACT #2024-096 P-37 as amended by Exhibit A.

   iii. State of New Hampshire, Department of Information Technology Contract Exhibits in order of precedence:

   1. Exhibits B and C;

   2. Exhibit D1;

   3. Exhibit E;

   4. Exhibit F:

   5. Exhibit G.

   iv. State of New Hampshire, Department of Information Technology DOIT RFP #2024-096 Statewide IBM Technical Services.

   v. Vendor Proposal Response to Department of Information Technology DOIT RFP #2024-096 Statewide IBM Technical Services dated April 29, 2024.

   vi. Additional Contractor Provided Documents (Exhibit H).

Remainder of this page intentionally left blank

Contractor Initials

Date 5/2/22024

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

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

1.   STATEMENT OF WORK

Working with NH DoIT staff and agency customers, the Contractor will provide Infrastructure Technical Services to the State of New Hampshire, Department of Information Technology for the IBM zLinux environment, which includes support of the IBM zLinux hardware and associated software, third party software, associated peripherals and high-speed printing, disaster recovery and data center services.

Key applications that utilize the IBM environment include:

Division of Economic Stability Systems:
- New HEIGHTS – Integrated eligibility and case management system supporting 1 in 5 citizens of NH who received benefits from DHHS
- NH EASY – Client facing online portal for New HEIGHTS

Division of Long Term Supports and Services (DLTSS) systems
- Early Supports and Services (ESS) system – handling 0-3-year-old kids with needs
- Adult Protective Servies (APS) system – system used by Bureau of Elderly and Adult Services (BEAS) to conduct intake and investigations and authorizing cases and services.
- Bureau of Disability Services (BDS) system – eligibility determination service authorization processes for Developmental Disability (DD) and Acquired Brain Disorder (ABD)

The goal is to continue maintaining and evolving this environment at the highest level of efficiency, with minimal issues and downtime, via a trusted third-party partner, which includes the following responsibilities:

- Manage all infrastructure and software associated with the IBM z/Linux environment.
- Maintain the IBM infrastructure and other ancillary environments to meet all application and security requirements as documented in DoIT and/or DHHS Policy and Procedures.
- Coordinate patching, upgrades and testing windows to align with application and business requirements.
- Act as the primary contributor for various audits associated with the IBM and data center environments (e.g., FTI, MARS-E, SSA, CJIS), including responses to auditors, required follow up actions and closure of any findings that are assigned to the IBM Technical Services team.

Contractor Initials _____

Date 5/2/22024

- Coordinate with application and business teams regarding projects, deliverables, and assigned responsibilities, which includes using JIRA software for tracking joint projects and tasks.
- Manage all infrastructure changes using DoIT's existing change control approval processes.
- Issue service advisories and/or global advisories as appropriate using DoIT's standard process to communicate upcoming changes, address issues or for any service disruptions. Provide periodic updates on the status of open issues or outages until the issues/problems have been resolved.
- Provide follow up root cause analysis on any major issues/outages, as requested by DoIT or the Business.
- Assist with developing the biennium budget items specific to the IBM environment in conjunction with DoIT management and the supported agencies.
- Manage the procurement of all hardware, software, peripherals and supplies for the IBM environment and the in-scope data center responsibilities as assigned.
- Coordinate with hardware and software providers to obtain quotes, gain approvals to proceed from the appropriate agencies, following the DoIT and the State's approved procurement processes and Risk Management for Commercial Software Procurement Policy.
- Track annual budget spend and provide monthly reviews with DoIT management and appropriate agencies.
- Manage all aspects of the scheduling, coordination, implementation and testing of the annual D/R off site test. Prepare and present results of the D/R test, including any root cause analysis and follow up actions as required, to DoIT Management, Application teams and Business Management.
- Provide weekly timesheets for all staff, including hours, job codes and a summary work performed.
- Provide a monthly invoice to DoIT Infrastructure & Operations Director for review and approval.
- Provide an accounting of upgrades in progress, future planning, and financial impacts on a monthly cadence with application, business and DoIT management.
- Provide quarterly security scans as required by MARS-E assessment and follow proper protocols for addressing findings according to the CMS guidelines based on criticality of the threat.

2. **BUSINESS / TECHNICAL REQUIREMENTS**

B-2.1 Business/Staffing Requirements

The Consulting staff will be working full business days on projects as directed by the State Project Manager. Vendor staff must be available to respond to problems to ensure systems are operating 24X7 and must stagger workdays to ensure proper coverage Monday through Friday 7:00 AM through 5:00 PM exclusive of State Holidays and whenever system upgrades are performed.

Contractor Initials

Date 5/2/22024

Table B-2.1 Business/Staffing Requirements

State Requirements				
Req #	Technical Requirements for Vendor Team	Criticality	Vendor Response	Comments
B1.1	Demonstrated knowledge and experience supporting IBM z/VM environments.	M	Yes	
B1.2	Demonstrated knowledge and experience supporting wide area TCP/IP network environments (e.g. FTP, SFTP, SMTP, TN3270)	M	Yes	
B1.3	Demonstrated knowledge and experience in state-of-the-art Project Management Methodologies.	M	Yes	
B1.4	Demonstrated knowledge and experience supporting DB2 for z/VM	M	Yes	
B1.5	Demonstrated knowledge of IBM FastCopy and Recovery Expert software.	M	Yes	
B1.6	Demonstrated knowledge and experience supporting M/S Windows, UNIX, and Linux.	M	Yes	
B1.7	Demonstrated knowledge and experience supporting Web Servers using 3270 emulation.	M	Yes	
B1.8	Demonstrated knowledge and experience with COBOL.	M	Yes	
B1.9	Demonstrated knowledge and experience supporting Liberty on Linux on System z	M	Yes	
B1.10	Internet accessibility must follow State standards for Web interface, including Web browser standards approved by the State.	M	Yes	
B1.11	Demonstrated knowledge of IBM Storage devices including PAV and FastCopy services.	M	Yes	
B1.12	Demonstrated knowledge of managing a successful project within a government entity.	M	Yes	
B1.13	Demonstrated knowledge of Visual Basic on Z/VM	M	Yes	
B1.14	Demonstrated knowledge and experience with IBM Mainframe Hardware including HMC's and SE's.	M	Yes	

Contractor Initials

Date 5/2/22024

| B1.15 | Demonstrated knowledge and experience with IBM Tape Libraries. | M | Yes | |

The following are the roles, responsibilities, and required skills that will comprise the Vendor's core team.

Table B-2.1.1 Vendor Roles, Responsibilities and Skills

Vendor Role	Responsibilities	Skills	Criticality	Vendor Response	Comments
Site Engagement Manager	Overall management of vendor staff, projects, work requests and problem resolution.	10+ years of experience in similar environments.	M	Yes	25+ years
Sr. Project Manager Specialist	Provide daily project management as needed and reporting on results and directions. The project manager should also have had significant responsibility for projects of similar size, functionality, and scope.	10+ years of experience with managing projects or equivalent management experience. Must have special certification and 3 years of experience in Project Management	M	Yes	25+ years
Sr z/VM System Programmer	Provide daily maintenance, review, reporting, upgrades, problem determination and resolution and applications support.	10+ years of experience with all aspects of VM/ESA and z/VM.	M	Yes	25+ years
Sr. RHE Linux on System z Systems Programmer	Provide daily maintenance, review, reporting, upgrades, problem determination and resolution and applications support.	experience with all aspects of RHEL.	M	Yes	15+ years
Sr. DB2 System Programmer	Provide daily maintenance, review, reporting, upgrades, problem determination and resolution and DB Administrator support.	10+ years of experience with all aspects of DB2 on OS/390 and Z/OS. IDMS and Natural helpful.	M	Yes	15+ years

Contractor Initials

Date 5/2/22024

Sr. Network Specialist	Provide daily maintenance, review, design, reporting, upgrades, problem determination and resolution and support.	Knowledge of TCPIP and industry standards for packet traces and TCPIP problem resolution, 10+ years of experience.	M	Yes	10+ years
Sr. Cloud Engineer	Evaluate alternative cloud-based solutions and develop potential migration strategies to shift workloads and/or DR capabilities to a cloud platform. Analysis to include software licensing, infrastructure options and cost analysis and migration planning.	6+ years of experience Knowledge of cloud infrastructure, networking, virtualization, containerization and scalability	M	Yes	6+ years Experience /current experience with OpenShift Cluster
Data Center Operator	Provide daily support of data center environment, including managing high speed print environment, check printing, tape library and pickups/deliveries.	3+ years of experience with managing data center operations.	M	Yes	30+ years

B-2.2   Technical Requirements

Table B-2.2.1 Technical Requirements for Baseline Services

BASELINE TECHNICAL REQUIREMENTS					
State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments	
Security Compliance Requirements					
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline	M	Yes	A full-time S&CSI employee dedicated to this project is a certified ISC2 CISSP.	

Contractor Initials

Date 5/2/22024

	SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations | CSRC (nist.gov)			
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations | CSRC (nist.gov)	P	Yes	A full-time S&CSI employee dedicated to this project is a certified ISC2 CISSP.
Technical Requirements				
T2.1	Support all IBM z/VM and Linux on System Z (zLinux) related program product and third-party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	Yes	
T2.2	In parallel, provide technical support for the existing IBM z/VM and zLinux environments on an "as requested" basis.	M	Yes	
T2.3	Implement preferred guest, guest consolidations, and new guests and decommissioning of guests as requested.	M	Yes	
T2.4	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production IBM Platform (z/VM & zLinux) systems.	M	Yes	
T2.5	Implement TCP/IP software changes to device addresses, to tie the converted network to the IBM Platform (z/VM & zLinux) systems.	M	Yes	

Contractor Initial

Date 5/2/22024

T2.6	Systems programming (install, test, implement, and fix operating software, program products, and tools).	M	Yes	
T2.7	Support of IBM Operating System vendor software tools.	M	Yes	
T2.8	Provide project management services of all system/software upgrades on an "as needed" basis.	M	Yes	A full-time S&CSI employee dedicated to this project is a certified ISC2 CISSP.
T2.9	Provide support and configuration of security profiles on all IBM and zLinux operating systems including encryption/decryption.	M	Yes	
T2.10	Support all DB2 database products including IBM Recovery Expert, and DB2 Tools.	M	Yes	
T2.11	Maintain automated backup and recovery (database & systems).	M	Yes	
T2.12	Technical support of all hardware installations, including IBM Platform, printers, virtual tape drives, physical tape drives and DASD units, etc.	M	Yes	
T2.13	Develop and maintain automated processes to transfer files and data between the IBM Platform and other platforms.	M	Yes	
T2.14	Participation in problem/change management.	M	Yes	
T2.15	Create and maintain technical systems documentation (e.g., hardware configuration, channel configuration, TCP/IP network configuration, software inventories, file transfer processes, etc.) at time of change.	M	Yes	
T2.16	Create and maintain operations documentation (e.g., system start-up and shut-down procedures, zLinux start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M	Yes	

Contractor Initials _____
Date 5/2/22024

T2.17	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing IBM Platform products. Approximately six (6) per year based on changes made.	M	Yes	
T2.18	Maintain availability of each separate production operating system environment and its related software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating system outage per year excluding scheduled facility maintenance and major hardware upgrades.	M	Yes	
T2.19	Respond to Production trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. B. Outside business hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M	Yes	S&CSI resources assigned to this project are all local resources and work a hybrid model. Rotating resources and work a hybrid model. The closet resource to the facility is 3 minutes away. The longest is 45 minutes.
T2.20	Completion of other planned projects or initiatives identified during the timeframe of this contract, as requested and defined through the project management Work Request process. A statement of work and deliverables must be agreed upon for projects over $3000 in cost or over 20 hours in estimated time.	M	Yes	
T2.21	Provide a biweekly written technical status report and chair a biweekly status meeting.	M	Yes	
T2.22	Assist the State in the configuration and operational support of Network servers that interface with the IBM Platform using the following operating systems: a. Windows	P	Yes	

Contractor Initials
Date 5/2/22024

	b. LINUX			
T2.23	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M	Yes	
T2.24	Support and configuration of integrated IBM Platforms and network server storage facilities and virtual tape facilities	M	Yes	
T2.25	Support and configuration of High Speed printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	M	Yes	
T2.26	Support and configuration of wide area (WAN) and local area (LAN) data transfer facilities for transportation of application data to and from the integrated, multi-system data center environment. This includes all TCP/IP (e.g. FTP, SFTP, Tibco/MFT, Move-It, and SMTP) facilities.	M	Yes	
T2.27	Support and configuration of FTP facilities used to move data to and from State external business partners.	M	Yes	
T2.28	Network configuration, management, and consulting services associated with IBM Platform systems data access and systems integration.	M	Yes	
T2.29	Support and consulting services associated with data center consolidation.	M	Yes	S&CSI was responsible for consolidating 3 SoNH IBM Mainframes sites in to 1.
T2.30	Provide performance statistics and data regarding IBM Platform performance and capacity as requested.	M	Yes	
T2.31	Employ project management disciplines to improve the effectiveness and the value added to TSG (Technical Services Group) services and operational processes.	M	Yes	

Contractor Initials

Date 5/2/22024

T2.32	Develop and support (REXX) procedures to automate processing on the z/VM hypervisor	P	Yes	
T2.33	Interact with State external business partners when necessary, defining the process and the procedure of file transfers, including technology upgrades, etc.	M	Yes	
T2.34	Training of state application and end user personnel when needed. Approximately four (4) sessions per year based on changes made.	M	Yes	
T2.35	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM or Linux system.	M	Yes	
T2.36	Development of a Technical Design Documents with interfaces, hardware and software, and Internet requirements defined.	M	Yes	
T2.37	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	M	Yes	Exercised yearly
T2.38	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.	M	Yes	
T2.39	Design, develop, and maintain (Visual Basic) procedures for FTP and File manipulation.	M	Yes	
T2.40	Perform DB2 database subsystem cloning on scheduled and ad-hoc basis.	M	Yes	Cloning performed weekly.
T2.41	Proven knowledge of using z/VM as a hypervisor to support multiple Linux on System z Guests	M	Yes	Expert knowledge in z/VM

Contractor Initials
Date 5/2/22024

T2.42	Proven knowledge of supporting Linux Guests running Linux on System Z (zLinux)	M	Yes	Currently supporting 200+ virtual Linux guests
T2.43	Development and Support of automated patching of zLinux guests.	M	Yes	
T2.44	Demonstrate the ability to recover a large-scale z/VM hypervisor and zLinux guest machines at a remote Disaster Recovery site.	M	Yes	
T2.45	Knowledge of OpenShift (OCP) on an s390x platform	M	Yes	
T2.46	Knowledge of disk technologies including FlashCopy and Mirroring	M	Yes	
T2.47	Support knowledge of Kofax software	M	Yes	
T2.48	Support and troubleshooting of OnBase software.	M	Yes	
T2.49	Support and troubleshooting of MULE software	M	Yes	
T2.50	Provide data center operations staff full-time and temporary as needed.	M	Yes	Currently placed 1.5 resources for this position.
T2.51	Provide support for Windows Servers and Active Directory, including a documented patching cadence.	M	Yes	
T2.52	Working knowledge and proven support for the IBM Identity manager suite of products	M	Yes	
T2.53	Demonstrated knowledge of supporting a large-scale WebSphere Liberty infrastructure	M	Yes	Supporting 60+ Websphere Liberty virtual guests currently.

Table B-2.2.2 Technical Requirements in addition to Baseline Services

ADDITIONAL TECHNICAL REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments
T3.1	Annual On Call Support	M	Yes	

Contractor Initials

Date 5/2/22024

| T3.2 | After Hours and weekend support (as required) | M | Yes | |
| T3.3 | Special Project Support (as required) | M | Yes | |

B-2.3. Service Level Agreement (SLA)
Vendor agrees to the following Service Level Requirements:

Table B-2.3 Service Level Requirements

State Requirements		
Req #	**Requirement Description**	**Criticality**
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State systems identified in this agreement shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -6	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -7	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA - 8	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -9	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M

Contractor Initials
Date 5/2/2024

SLA -10	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -11	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA -12	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P
SLA -13	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P

2.1 Compliance Requirements

Contractor shall complete Agency Compliance Documents as required. For example, FTI, MARS-E, SSA, CJIS, HIPPA, IRS Pub 175.

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables.

Table B-3 DELIVERABLES

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
	PLANNING AND PROJECT MANAGEMENT	
1	Conduct Project Kickoff Meeting	Non-Software
2	Develop Staff Onboarding Plan	Written
3	Project Status Reports	Written
4	Infrastructure Support Cutover Plan	Written
5	Communications and Change Management Plan	Written
6	Documentation of Operational Procedures	Written
7	Ongoing Support & Maintenance Plan	Written
8	Conduct Project Exit Meeting	Non-Software
9	Signoff on Transition Cutover Completion	Milestone

Contractor Initials

Date 5/2/22024

4.   DELIVERABLE REVIEW AND ACCEPTANCE

4.1   Non-Software and Written Deliverables Review and Acceptance

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

4.2   Software Deliverables Review and Acceptance

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

4.3   Number of Deliverables

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

4.4   Conditional and Unconditional Acceptance

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

Contractor Initials
Date 5/2/22024

5.   **CHANGE ORDER**

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

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

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

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

6.   **IMPLEMENTATION SERVICES**

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

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

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

7.   **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

Contractor Initials ___

Date 5/2/2024

perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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

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

7.1   The Contractor Key Project Staff

7.1.1.   The Contractor's Contract Manager

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

Paul Pepin
(603) 472-7617 (o) / (603) 491-5283 (c)
paul.pepin@sacsi.com

7.1.2.   The Contractor's Project Manager

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

Paul Pepin
(603) 472-7617 (o) / (603) 491-5283 (c)
paul.pepin@sacsi.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.

Contractor Initial
Date 5/2/2024

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within one (1) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

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

7.1.4. **The Contractors Additional Key Project Staff**
The State considers the following individuals to be Key Project Staff for this Project:

Jon Baker
Sr. Project 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.

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

7.2 **The State Key Project Staff**
7.2.1. **The State Contract Manager**

Contractor Initials _____
Date 5/22/2024

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:

Kenneth Dunn
(603) 223-5738
kenneth.r.dunn@doit.nh.gov

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

Timothy DePalo
(603) 271-0007
timothy.e.depalo@doit.nh.gov

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

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

8. **WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) 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.

The preliminary Work Plan created by the Contractor and the State is set forth below.

Introductory Meetings
The Contractor will host a two-stage contract initiation meeting at the start of the contract. The first stage meeting will be a management meeting that involves the S&CSI managers and establishes the basic communications strategies and procedures between S&CSI and the State's management team. In practice, this will be a relatively brief

Contractor Initials
Date 5/2/22024

meeting to review and verify the proposed communications meetings and mechanisms described in this proposal response.

The second stage contract initiation meeting will follow immediately. It will be an introductory meeting at which the State's project leaders, key staff, and manager will meet the proposed S&CSI team members and learn about each team member's roles. A review of the key procedures for communications and work coordination will also be conducted at this meeting. Even though S&CSI has had their support team in place for close to 25 years, this contract initiation meeting will allow the State's project leaders to meet the S&CSI staff in a forum where they can ask questions and meet S&CSI's staff in person if they have not already had that opportunity. More importantly, the meeting will serve a foundation for the continuing evolution and improvement of work coordination and communications procedures between the State's Do IT staff and S&CSI staff members.

Kickoff Meetings
Some portion of the effort for this contract will be in the form of project work resulting from on-demand work requests, special situations and issues that arise, and certain components of the services for which S&CSI has been contracted to provide. Whenever such project work is identified, S&CSI will conduct a project kickoff meeting to establish a sound foundation of expectations, procedures, and objectives for the activities that will follow. These kickoff meetings may be incorporated within the regularly scheduled status and technical review meetings that S&CSI participates in. When the content of the kickoff meeting does not appropriately fit within the existing regular meeting agenda, a separate meeting will be scheduled to ensure that an effective kickoff meeting takes place. Kickoff meetings will require the participation of S&CSI's project manager and the State's project leader or management sponsor at the very least. Additional team member and project participants will be invited as needed.

The primary purpose of holding project kickoff meetings is to:
   a. Ensure that all of the key stakeholders affected by the project have been identified,
   b. Formally verify stakeholder expectations and successful outcome goals
   c. Define key project constraints such as schedule deadlines and cost constraints
   d. Verify buy-in from all stakeholders on the proposed project approach
   e. Establish an initial communication plan to ensure that stakeholders are kept informed

9. **ACCEPTANCE & TESTING SERVICES**

The Contractor will establish a plan for conducting project status meetings to convey and review project status, coordinate future action plans, and make project plan adjustments as needed to ensure a successful project outcome for the State. The exact content, agenda, duration and frequency of these meetings, as well as the participant list, will be defined with the State's project sponsors at project initiation time. The State conducts a variety of projects with diverse management and reporting requirements based on the nature of the project.

Contractor Initial
Date 5/2/2024

S&CSI will accommodate the State's requirements and needs for project status meetings on a project-by-project basis in a manner acceptable to the State's IT project leader or IT manager who oversees each effort.

Finally, for project status reports in general, the following information will generally be provided unless the State specifies a different set of information requirements for a given report. Such exceptions are the case for some of the reports described above, however, even in those cases, all of the following information is provided to the State on a regular basis when all of the reporting activities are considered as a set.

    a.   Project status as it relates to Work Plan
    b.   Deliverables status
    c.   Accomplishments during weeks being reported
    d.   Planned activities for the upcoming two-week period
    e.   Staff time reporting
    f.   Issues and concerns requiring resolution
    g.   Financial Status to be updated once a month

10.   MAINTENANCE, OPERATIONS AND SUPPORT

10.1   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.

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

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

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

    i.   nature of the Deficiency;
    ii.   current status of the Deficiency;
    iii.   action plans, dates, and times;
    iv.   expected and actual completion time;
    v.   Deficiency resolution information;
    vi.   resolved by;
    vii.   identifying number i.e. work order number; and

Contractor Initials
Date 5/2/22024

    viii.   issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

    i.   mean time between Reported Deficiencies with the Software;
    ii.   diagnosis of the root cause of the problem; and
    iii.   identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

10.3   Contract Warranties and Representations
10.3.1 System
The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

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

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

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

10.3.3 Compatibility

Contractor Initial
Date 5/2/2024

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.

10.3.4 Services

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

11. DATA PROTECTION

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

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public 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.

11.1 Data Location

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

Contractor Initials
Date 5/2/2024

to access State data remotely only to provide technical support and as specified or required by the contract.

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

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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.

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

Contractor Initial
Date 5/2/22024

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

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

12. SOFTWARE AGREEMENT

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

13. 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

14. TRAINING

Not Applicable

15. MERCHANT CARD SERVICES

Not Applicable

16. TERMS AND DEFINTIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank

Contractor Initials
Date 5/2/2024

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. **CONTRACT PRICE**

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

2. **TRAVEL EXPENSES**

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

3. **SHIPPING FEES**

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

4. **INVOICING**

   The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract 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.
   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.

5. **INVOICE ADDRESS**

   Invoices may be sent to:
   Department of Information Technology Accounts Payable
   27 Hazen Drive
   Concord, NH 03301

   Or email: accountspayable@doit.nh.gov

Contractor Initials
Date 5/2/22024

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PAYMENT SCHEDULE

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

10. SOFTWARE OPERATIONS, MAINTENANCE AND SUPPORT PRICING

10.1 Baseline Services
The Baseline Services price includes the total price for all services required to maintain operations Monday through Friday 7:00 AM through 5:00 PM exclusive of State Holidays. Baseline services will be invoiced monthly. This is a not to exceed amount. The basis for billing will be time sheets, which detail hours worked by each individual and the task category being worked.

Table C-1.1: Baseline Services Deliverables

Annual Total for Baseline Services SFY25	$2,802,500
Annual Total for Baseline Services SFY26	$2,948,100
Annual Total for Baseline Services SFY27	$2,977,000
Annual Total for Baseline Services SFY28	$3,007,000
Annual Total for Baseline Services SFY29	$3,045,400
Total	**$14,780,000**

Contractor Initials
Date 5/2/22024

Table C-1.2.1 Proposed Positions - Initial Contract Term Vendor Rates Worksheet

Total Baseline Service for SFY 2025

IT SERVICES - Position Title SFY 2025	Number of Staff	Number of Hours	Rate	Cost
Site/Engagement Manager	1	1500	$ 160.00	$ 240,000
Senior Project Manager	1.5	2700	$ 160.00	$ 432,000
Senior z/VM System Programmer	1	1900	$ 140.00	$ 266,000
Senior RHE Linux on System z Systems Programmer	4	7000	$ 140.00	$ 980,000
Senior DB2 System Programmer	2	4000	$ 160.00	$ 640,000
Senior Network Specialist	0.5	700	$ 150.00	$ 105,000
Senior Cloud Engineer	0	0	$ 200.00	$ 0
Data Center Operator	1.5	3100	$ 45.00	$ 139,500
		20900		$ 2,802,500
Blended Rate = Total Cost/Total Hours		TOTAL:	$134.09	

Table C1.2.2 Proposed Positions - Initial Contract Term Vendor Rates Worksheet

Baseline Service for SFY 2026

IT SERVICES - Position Title SFY 2026	Number of Staff	Number of Hours	Rate	Cost
Site/Engagement Manager	1	1500	$ 160.00	$ 240,000
Senior Project Manager	1.5	2750	$ 160.00	$ 440,000
Senior z/VM System Programmer	1	1900	$ 140.00	$ 266,000
Senior RHE Linux on System z Systems Programmer	4	7300	$ 140.00	$ 1,022,000
Senior DB2 System Programmer	2	4000	$ 160.00	$ 640,000
Senior Network Specialist	0.5	700	$ 150.00	$ 105,000
Senior Cloud Engineer	0.25	400	$ 200.00	$ 80,000
Data Center Operator	1.5	3300	$ 47.00	$ 155,100
		21850		$ 2,948,100
Blended Rate = Total Cost/Total Hours		TOTAL:	$134.92	

Contractor Initials

Date 5/22/2024

Table C-1.2.3 Proposed Positions - Initial Contract Term Vendor Rates Worksheet

Baseline Service for SFY 2027

IT SERVICES - Position Title SFY 2027	Number of Staff	Number of Hours	Rate	Cost
Site/Engagement Manager	1.	1500	$ 160.00	$ 240,000
Senior Project Manager	1.5	2750	$ 160.00	$ 440,000
Senior z/VM System Programmer	1	1900	$ 140.00	$ 266,000
Senior RHE Linux on System z Systems Programmer	3.5	7100	$ 140.00	$ 994,000
Senior DB2 System Programmer	2	4000	$ 160.00	$ 640,000
Senior Network Specialist	0.5	700	$ 150.00	$ 105,000
Senior Cloud Engineer	0.25	500	$ 200.00	$ 100,000
Data Center Operator	2	4000	$ 48.00	$ 192,000
		22450		$ 2,977,000
Blended Rate = Total Cost/Total Hours		TOTAL:	$132.61	

Table C-1.2.4 Proposed Positions - Initial Contract Term Vendor Rates Worksheet

Baseline Service for SFY 2028

IT SERVICES - Position Title SFY 2028	Number of Staff	Number of Hours	Rate	Cost
Site/Engagement Manager	1	1500	$ 160.00	$ 240,000
Senior Project Manager	1.5	2750	$ 160.00	$ 440,000
Senior z/VM System Programmer	1	1900	$ 140.00	$ 266,000
Senior RHE Linux on System z Systems Programmer	3.5	7000	$ 140.00	$ 980,000
Senior DB2 System Programmer	2	4000	$ 160.00	$ 640,000
Senior Network Specialist	0.5	700	$ 150.00	$ 105,000
Senior Cloud Engineer	0.3	600	$ 200.00	$ 120,000
Data Center Operator	2.5	4320	$ 50.00	$ 216,000
		22770		$ 3,007,000
Blended Rate = Total Cost/Total Hours		TOTAL:	$132.06	

Contractor Initials
Date

Table C-1.2.5 Proposed Positions - Initial Contract Term Vendor Rates Worksheet

Baseline Service for SFY 2029

IT SERVICES - Position Title SFY 2029	Number of Staff	Number of Hours	Rate	Cost
Site/Engagement Manager	1	1500	$ 160.00	$ 240,000
Senior Project Manager	1.5	2750	$ 160.00	$ 440,000
Senior z/VM System Programmer	1	1900	$ 140.00	$ 266,000
Senior RHE Linux on System z Systems Programmer	3.5	7000	$ 140.00	$ 980,000
Senior DB2 System Programmer	2	4000	$ 160.00	$ 640,000
Senior Network Specialist	0.5	700	$ 150.00	$ 105,000
Senior Cloud Engineer	0.4	650	$ 200.00	$ 130,000
Data Center Operator	2.5	4700	$ 52.00	$ 244,400
		23200		$ 3,045,400
Blended Rate = Total Cost/Total Hours		TOTAL:	$131.27	

10.2 On Call Support Pricing

The on-call support price includes the total price to maintain an on-call staff, which can respond after regular business hours to address critical issues or outages. Actual hours spent on after hours support are invoiced separate from and in addition to Baseline Services and the On Call Support Retainer. The not to exceed total for actual hours invoiced for after hours support is reflected in Section 10.3.

Table C-2.1: On Call Support Retainer

IT SERVICES - Activities/Deliverables	SFY 25	SFY 26	SFY 27	SFY 28	SFY 29	TOTAL
Total Annual on call support retainer price	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 75,000

10.3   After Hours and Special Project Pricing Worksheet
Table C-3.1 indicates the Not to Exceed total price of calling in vendor support after regular hours to trouble shoot problems or to perform weekend system upgrades. These hours will be accounted for and be invoiced separately in addition to the contract baseline services at the rate indicated in Section C-1.1. The cost of maintaining the systems after hours will not exceed the amount listed in Table C-3.1.

Table C-3.2 indicates the Not to Exceed total price for vendor support on special projects such as studies and reconfigurations, and support of other DoIT Data Centers or ancillary equipment as needed.   These hours must be accounted for and invoiced separately. They are separate from and in addition to baseline services, on call support retainer and after-hours support.

Contractor Initial
Date 5/22/2024

Table C-3.1: After Hours and Weekend Support Worksheet

IT SERVICES - Activities/Deliverables	SFY 25	SFY 26	SFY 27	SFY 28	SFY 29	TOTAL
After Hours Services for DoIT	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 100,000

Table C-3.2: Special Projects Support Worksheet

IT SERVICES - Activities/Deliverables	SFY 25	SFY 26	SFY 27	SFY 28	SFY 29	TOTAL
Special Project Support	$ 10,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 250,000

Table C-4.1: Total Pricing Summary

Pricing	PRICE TYPE	TOTAL
1	Baseline Services (Total from Table C-1.1, Baseline Services Deliverables)	$ 14,780,000
2	On Call Support Retainer (Total from Table C-2.1: On Call Support Retainer Worksheet)	$ 75,000
3	After Hours and Weekend Support (Total from Table C-3.1: After Hours and Weekend Support Worksheet)	$ 100,000
4	Special Project Support (Total from TableC3.2: Special Project Support Worksheet)	$ 250,000
Grand Total		$ 15,205,000

Remainder of this page intentionally left blank

Contractor Initials

Date 5/2/22024

EXHIBIT D1 - CUSTOM SOFTWARE AGREEMENT

1. <u>Software Title</u>. The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "works for hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.

2. <u>Documentation and Copies</u>. The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

3. <u>Restriction on Use</u>. Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.

4. <u>Software Non-Infringement</u>. Contractor warrants that the Software, including any and all component parts thereof ("Contracted Works") that are original works of the Contractor that do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

   a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;

   b. Gives Contractor control of the defense and any settlement negotiations; and

   c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

   If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives

Contractor Initials
Date 5/2/2024

are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract.

5. <u>Viruses</u>. 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.

Remainder of this page intentionally left blank

Contractor Initials
Date

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Paul Pepin, President	Director of Infrastructure & Operations, DoIT	5 Days
Second	Paul Pepin, President	Deputy Commissioner, DoIT	10 Days
Third	Paul Pepin, President	Commissioner/CIO, DoIT	15 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

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

Contractor Initials
Date

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

4. **ACCOUNTING**

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

5. **AUDIT**

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

6. **MISCELLANEOUS WORK REQUIREMENTS**

6.1 **Access to State Systems**
In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

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

Contractor Initials
Date 5/2/22024

Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

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

6.4 Workplace Hours

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

Contractor Initials
Date

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	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. 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.
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.

Contractor Initial
Date 5/22/2024

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.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Contractor Initial
Date 5/2/22024

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 provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
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, 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.

Contractor Initials

Date 5/2/22024

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
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: *Business/Technical Requirements and Deliverables*. 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.

Contractor Initials _____
Date 5/22/2024

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **ATTACHMENTS - NONE**

2. **CONTRACTOR CERTIFICATES**
    a. Contractor's Certificate of Good Standing
    b. Contractor's Certificate of Vote/Authority
    c. Contractor's Certificate of Insurance

Remainder of this page intentionally left blank

Contractor Initials

Date 5/2/22024

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 SYSTEMS & COMMUNICATIONS SCIENCES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 01, 1980. 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: **18953**
Certificate Number: **0006687487**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2024.

David M. Scanlan
Secretary of State

Corporate Resolution

I, Amy R Pepin, hereby certify that I am duly elected Secretary of Systems & Communications Sciences, Inc. I hereby certify the following is a true copy of a vote taken at a Systems & Communications Sciences, Inc. meeting of the Board of Directors/shareholders, duly called and held on May 13, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Paul S. Pepin, President is duly authorized to enter a contract on behalf of Systems & Communications Sciences, Inc., with the Department of Information Technology, State of New Hampshire and further is authorized to execute any documents which may in his/her judgement be desirable of necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the 13th day of May, 2024. 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 corporation and that the corporation as the general partner has full authority to bin the limited partnership to the specific contract indicated. This authority **shall remain valid for sixty (60)** days from the date of this Corporate Resolution.

DATED: 5/13/24

ATTEST: *Amy R. Pepin*
(Name & Title) *Secretary*

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2024

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	CONTACT NAME: Jessica Archambault	
Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	PHONE (A/C, No, Ext): 6036897243	FAX (A/C, No): 603-886-4230
	E-MAIL ADDRESS: Jarchambault@eatonberube.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hanover Insurance Companies	22292
INSURED SYSCO	INSURER B : Lloyds of London	15792
Systems & Communications Sciences, Inc. PO Box 10608 Bedford NH 03110	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: 333592677   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		OBV8931951	12/6/2023	12/6/2024	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
							$	
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AWV8932193	12/6/2023	12/6/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED ☐ RETENTION $			OBV8931951	12/6/2023	12/6/2024	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$2,000,000
							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WHV8932214	12/6/2023	12/6/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Professional Liability Claims Made Form			W2255A220501	3/10/2024	3/10/2025	Limit Deductible	1,000,000 2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Workers Comp - Officers Excluded - -Paul Pepin
Contract #: RFP 2024-096

CERTIFICATE HOLDER

State of NH
Dept of Information Technology
ATTN: Chief Information Officer
27 Hazen Road
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Marc R Berube

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD