



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

34 yf

Denis Goulet
 Commissioner

October 7, 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 GovConnection, Inc. dba Connection – Public Sector Solutions (Vendor #175742), Merrimack, NH, in an amount not to exceed \$5,323,034.45, to replace the existing enterprise Backup solution, effective upon Governor and Executive Council approval through December 31, 2029. This agreement may be extended for an additional 3 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: ARP Funds 100% Federal Funds, DoIT Central IT Services, 19%, Federal Funds, 43% General Funds, 38% Other Funds, Telecommunications 100% Revolving Funds.

Funds are available in the following accounts 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.

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
01-03-03-030010-24420000-DoIT-ARP Continuity of Operations-037- 500171 Network Hardware New	00FRF602PH0303A	\$337,676.00				
01-03-03-030010-24420000-DoIT-ARP Continuity of Operations-046- 500465-IT Consult-Non Benefit	00FRF602PH0303A	\$37,573.00				
01-03-03-030010-24420000-DoIT-ARP Continuity of Operations-038- 509038-Technology Software	00FRF602PH0303A	\$492,867.00				
01-03-03-030010-77030000-DoIT-Central IT Services & Ops-038- 509038-Technology Software	03030014	\$446,414.89				
01-03-003-030510-52130000-DoIT-Statewide Telecommunicaions-038- 509038-Technology Software	03030295		\$958,601.89	\$985,385.89	\$1,015,481.89	\$1,049,033.89
Grand Total		\$1,314,530.89	\$958,601.89	\$985,385.89	\$1,015,481.89	\$1,049,033.89

EXPLANATION

The requested contract modernizes the DoIT backup architecture solution and storage environments through consolidation and implementation of new technologies. Performing regular backups is a critical component of any modern organization's resiliency efforts. One critical reason for creating backups is to perform a restore of data to a given point in time, should data loss or corruption occur. During the COVID-19 response over the past several years, backup was a critical service, ensuring we could recover whole systems, department shared drives, personal drives, and databases when the need arose, as well as the backup of new, unplanned pandemic data and applications created in support of the State's response to COVID. Without this resiliency, our pandemic response efforts may have been compromised.

DoIT's growing reliance on critical data and the sheer volume of that data is straining our already aging backup infrastructure, especially when we consider it is ultimately a tape-based system. A modern, tapeless architecture, utilizing hybrid Cloud and Disaster Recovery as a Service (DRaaS) technologies, will allow us to scale in support of growing data needs and speed up recovery, especially when we consider our ability to perform a timely restore from ransomware events. In a number of similar attacks, strong backups reduced, or virtually eliminated, ransom payments.

This request will address core Information Technology services required to implement cloud based infrastructure to accommodate DoIT continuity of operation (COOP) and disaster recovery (DR) services. These services provide the ability to run DoIT services from a flexible and scalable cloud platform to provide a more dynamic environment when needed to ensure critical systems and services are available to agencies, citizens and businesses in the event of a crisis.

This includes providing protection against unexpected events impacting the delivery of DoIT services provided from the primary data center, enhanced security to defend against attacks on the primary data center such as ransomware and other cybersecurity attacks, the prevention of data loss, and the infrastructure required to provide disaster recovery services in the event the State's primary data center services are unavailable.

This contract is the result of a competitive solicitation under RFP 2024-074 DoIT Backup / DRaaS RFP issued on March 11, 2024. The State received one response to the RFP. GovConnection, Inc. scored 955 out of a possible 1000 points. The Proposal Evaluation Summary is attached.

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



Denis Goulet
Commissioner, DoIT

DG/ik
DoIT #2024-074

RID # 89791

PROPOSAL EVALUATION SUMMARY

DOIT RFP #2024-074 - DOIT Backup / DRAAS RFP

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

TECHNICAL PROPOSAL: 400 POINTS

- 125 points – Proposed Solution;
- 85 points – Vendor’s Technical, Service and Project Management Experience;
- 50 points – Vendor Company;
- 50 points – Staffing Qualifications;
- 90 points - FedRAMP/StateRAMP Authorization Status

PRICE PROPOSAL: 600 POINTS

- 600 points – Solution Price (Rates and Pricing)

Vendor	Proposed Solution	Vendor’s Technical, Service and Project Management Experience	Vendor Company	Staffing Qualifications	FedRAMP/ StateRAMP	Solution Price	Total Points
	125 Points	85 Points	50 Points	50 Points	90 Points	600 Points	1000
GovConnection, Inc.	125	85	50	50	45	600 \$5,813,510.	955

Individual Scorer - Name	Individual Scorer - Position/Agency
Timothy DePalo	Director, Infrastructure & Operations, DoIT (Technical & Price)
Jeremy Arbour	Manager, Systems Administration, DoIT (Technical & Price)
Padmore Ayim	Project Manager, DoIT (Technical & Price)
David Heafey	Program Manager, IT Service Management, DoIT (Price)
Nate Gaston	Systems Administrator, DoIT (Technical)
Johan Walker	Systems Administrator, DoIT (Technical)
Frederick Thompson	Systems Administrator, DoIT (Technical)



STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY:

Backup/Recovery and DRaaS:

DOIT - #2024-074

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Information Technology		1.2 State Agency Address 24 Hazen Drive Concord, NH 03301	
1.3 Contractor Name GovConnection, Inc. dba Connection – Public Sector Solutions		1.4 Contractor Address 732 Milford Road, Merrimack, NH 03054	
1.5 Contractor Phone Number (p) 800-998-8277 (f) 603-683-0615	1.5 Account Unit and Class 01-03-03-030010-24420000 037-500171	1.6 Completion Date 12/31/2029	1.8 Price Limitation \$5,323,034.45
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number (603) 233-5730	
1.11 Contractor Signature  Date: 9/09/2024		1.12 Name and Title of Contractor Signatory Raymond McIlwain Senior Director Contracts Compliance at Connection	
1.13 State Agency Signature  Date: 9/12/2024		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: <i>Duncan A. Edgar</i> On: October 7, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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 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

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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 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

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Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

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

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

14. INSURANCE.

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

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

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

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

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

insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding

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arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

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

- 3.4** The Term may be extended up to three (3) years, (“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

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EXHIBIT A – SPECIAL PROVISIONS

be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

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

9.4 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

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the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

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

A.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.

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28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. PROHIBITED TECHNOLOGIES

- a. No equipment or services on the State of New Hampshire's Prohibited Technologies List; and
- b. No equipment or services on the FCC Covered List.

31. ORDER OF PRECEDENCE

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

- i. State of New Hampshire, Department of Information Technology Contract Agreement DOIT CONTRACT #2024-074 P-37 as amended by Exhibit A.
- ii. State of New Hampshire, Department of Information Technology Contract Exhibits in order of precedence:
 - a. Exhibits B and C.
 - b. Exhibit D;
 - c. Exhibit E;
 - d. Exhibit F;
 - e. Exhibit G.
- iii. State of New Hampshire, Department of Information Technology DOIT RFP #2024-074 - Backup/DRAAS.
- iv. Vendor Proposal Response to Department of Information Technology DOIT RFP #2024-074 - Backup/Recovery and DRaaS dated April 5, 2024.

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BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

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

1. STATEMENT OF WORK

1.1 Overview

The DoIT is responsible for Infrastructure and Operations as well as enterprise backups.

Project Overview/Justification: Work with an integrator (GovConnection, Inc. dba Connection - Public Sector Solutions) to replace existing enterprise Backup solution using Commvault, Pure Storage, Ubistor and Wasabi technology.

1.2 General Requirements

This project will replace the existing EMC Networker solution that utilizes on-prem Data Domain for ~30 days then moves data sets to backup tape. The EMC Networker replacement solution will be based on Commvault and Pure Storage with the ability to leverage existing EMC Data Domains until they reach end of life and eventually migrate to the new pure disk target. The solution will provide backup to a Pure disk storage, EMC Data Domain storage, tape and/or Wasabi cloud targets or any combination thereof.

Leverage the EMC Networker replacement solution to implement a configuration based on SoNH prioritized workloads for a Disaster Recovery as a Service (DRaaS) solution, utilizing the Commvault, Pure, Ubistor and Wasabi technology stacks.

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1 The DRaaS solution shall offer the following OS support:

Microsoft Windows

- Server 2022
- Server 2019
- Server 2016
- Server 2012
- Server 2008

Enterprise Linux – Oracle Linux 6, Redhat 7, 8, & 9
Unix - HPUX

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2.2 The Backup/Recovery and DRaaS solution must offer the capability to support the following hypervisor and replication tools:

- VMware

2.3 The Backup/Recovery and DRaaS DRaaS solution shall include ransomware readiness measures including, but not limited to:

- Ability to automatically detect the presence of ransomware on client computers and VM images.
- Ability to detect file change anomalies on protected servers and storage.
- Ability to protect mount paths from ransomware attacks by write-protecting mount paths from all processes except native system processes.
- Ability to restore valid data after a ransomware attack.

2.4 Support and Procedures

The solution shall include:

Replacing EMC Networker and Data Domain with Commvault, Ubistor, Pure and Wasabi Storage

- a. Diagram detailing all required Infrastructure software and network in support of the required Commvault Backup environment, specifically Pure storage. HPE Servers. Linux OS based Commvault media servers, Linux OS based Commvault Backup servers.
- b. Define the processes for 24/7/365 support model for all project components.
- c. Documentation and training for DoIT to execute Backup and recovery.
- d. Detail on the extent to which the Contractor trains the customer's support staff in the use and management of the services.
- e. Provision relevant Commvault licensing based on sizing expectations.
- f. WASABI Cloud storage with zero egress costs. Infrastructure in place that provides services to support the required Commvault integrated Backup/Recovery and DRaaS solution.
- g. Procedures for DoIT to execute Backup, as well as recovery to the Backup/Recovery and DRaaS environment, including expected recovery time objectives (RTO) and recovery point objectives (RPO).
- h. The vendor will provide a 7/24/365 basis disaster declaration procedure using the provisioned solution.
- i. Time limits (if any) for DoIT to use the provided infrastructure once a disaster is declared, as well the incremental costs for recurring use.
- j. Available options and tools for automation of the recovery process.
- k. Outline support model 7/24/365 specific to each component of the solution.
- l. Detail on areas where the Contractor is not solely responsible for elements of the solution including procurement, configuration, management, operation, monitoring, maintenance and alerting of all hosting systems.

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- m. Detail on access requests and procedures, tools and applications that are required so that DoIT can configure or patch applications, make data changes, and audit the environment using either the Contractor's service portal or a request ticket process.
- n. Detail on responsibilities for managing any incident, problem and changes that occur with the Backup/Recovery and DRaaS infrastructures. This shall include the roles in problem triage either during recovery exercising or in recovery operations.
- o. Detail on the process of and Contractor's role in managing operations failback from the Contractor environment to the customer's production data center or other hosting environments.
- p. Detail on how relevant infrastructure and/or tool set changes will be communicated to DoIT, including sufficient time for DoIT to review the proposed changes and to provide input prior to implementation.
- q. Detail on the process and management for notification of both scheduled and emergency maintenance and/or down time that impacts DoIT. DoIT will expect adequate time to assess potential impacts and implement mitigating measures in the event of an emergency during Contractor downtime.
- r. Detail on Contractor Backup and DR capabilities, as well as procedures in the event that the Contractor's hosting/data center site is impacted by a disaster. This should include mitigating measures for network, power, cooling, etc.
- s. Support for one DR tests per year at the discretion of DoIT, including a description of the supporting processes and procedures and the time periods allowed for each test.
- t. Detail on the extent to which the Contractor trains the customer's support staff in the use and management of the services.
- u. Copies of the Contractor's SOC2 report for all relevant locations (WASSABI, Ubistor).
- v. Detail on all financial institution/government regulations that the Contractor must adhere to, including SOX, GLBA, FFIEC, CJIS, HIPAA, FTA, PCI, and PII (WASSABI, Ubistor).

2.5 Capabilities

The Backup/Recovery and DRaaS solution shall include:

- a. Oracle and SQL Database restore capabilities.
- b. Backup capabilities and the process for data backups, including tape load and creation as well as WASABI cloud target backup and restore.
- c. Sync DRaaS systems and data to the DoIT data center following the conclusion of a DR event (Failback).
- d. Integrate with existing DoIT processes, including Active Directory (AD), Domain Name System (DNS), and Virtual Private Networks (VPN):
- e. Manage Firewalls, Proxy Servers, and other Backup/Recovery and DRaaS infrastructure.

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2.6. Infrastructure

The DRaaS solution shall include:

- a. Provision sufficient infrastructure to allow DoIT to build a suitable DR environment to support business processes.

2.7 Storage

The DRaaS solution shall include:

- a. Data storage solution and data transfer between the customer's primary site (the DoIT data center), Backup/Recovery and DRaaS location(s) with intermittent write access and transaction logging including data transfer performance expectations.
- b. Sufficient storage continually available for incremental data replication from DoIT's primary site to the Backup/Recovery and DRaaS location, including the Contractor's storage backup strategy.

2.8 Network

The Backup/Recovery and DRaaS solution shall include:

- a. Vendor circuits between sites are fail safe and provide sufficient bandwidth to handle 100% of DoIT's peak demand.
- b. Security measures available to DoIT to assure safe transfer of data.
- c. Contractor's solution should provide continuous availability of the network and DR site at all times.
- d. Circuit scalability should DoIT need additional capacity, and the timeframe(s) needed to scale the circuit.
- e. Allow for DoIT to unilaterally deploy configuration changes once the Backup/Recovery and DRaaS infrastructures have been provisioned.

2.9 Tools/Applications

The Backup/Recovery and DRaaS solution shall include:

- a. Provision and document the necessary tools/applications used in support of the Backup/Recovery and DRaaS platform.
- b. Provision and document the necessary tools required by DoIT to fully integrate with the Contractor's hosting environment-- including name, version, quantity, and pricing.
- c. Provision and document the necessary DoIT access to the Backup/Recovery and DRaaS site to configure the servers, applications, integrations, memory, and networks, including versions/configuration details and associated costs. Also, the Contractor shall

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state if these tools will be provided by the Contractor or if DoIT must furnish and install them.

2.10 Security

The Backup/Recovery and DRaaS solution shall include:

- a. Document the security program in place to protect the Contractor’s Backup/Recovery and DRaaS environments and outline both the Contractor and DoIT areas of responsibilities.
- b. Document the process for making the secure transfer of data from the customer’s primary site to the Backup/Recovery and DRaaS site (with any associated costs/schedules).
- c. Document the Contractor’s policy regarding data breach notification and follow-on mitigation.
- d. Document the process for SSO and MFA integration

2.11 Security and Technical Requirements - Table B2.11 Security and Technical Requirements

Vendor agrees to the following requirements
 Criticality (M = Mandatory, P = Preferred).

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Security Compliance Requirements					
TI.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 <u>SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov)</u>	P	Azure: Yes	Standard	
TI.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy	P	Azure:	Standard	

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	Controls for Information Systems and Organizations— BaseLine Plus <u>SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)</u>				
StateRAMP Authorization					
T2.1	StateRAMP Ready/Authorized Certification <u>Home— StateRAMP</u>	P	Wasabi: NA Azure: Yes	NA Standard	
T2.2	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	P	Wasabi: Future Azure: Yes	Future Standard	Continuous monitoring
Other Certifications in lieu of StateRAMP					
T3.1	FedRAMP Authorized <u>https://www.fedramp.gov/ How to Become FedRAMP Authorized FedRAMP.gov</u>	P	Wasabi: Future Azure: Yes	Future Standard	Wasabi is currently going through FedRAMP certification in the US
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) <u>HITRUST Alliance Information Risk Management and Compliance</u>	P	Azure: Yes	Standard	HITRUST
Hosted Platform					

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T4.1	<p>The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOV CLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services 	P	Azure: Yes	Standard	The proposal will utilize the states existing Azure Government Cloud tenant for DR.
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<i>Individual Agency Compliance Requirements</i>					
T5.1	FTI Pub 1075	M	Azure: Yes	Standard	Pub 1075
T5.2	HIPAA	M	Azure:	Standard	HIPAA
T5.3	FERPA	M	Wasabi: Yes Azure: Yes	Standard Standard	FERPA FERPA
T5.4	CJIS	M	Wasabi: Yes Azure: Yes	Standard Standard	CJIS CJIS
T5.5	PCI	M	Wasabi: Yes Azure: Yes	Standard Standard	PCI PCI

2.12 Service Level Agreement – Table B-2.12. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements
 Criticality (M = Mandatory)

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

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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 hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff 24x7/365 per year.	M
SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency-- Software-- Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation-- missing significant portions of information or unintelligible to State; Non Software-- Services were inadequate and require re-performance of the Service. o Class B Deficiency-- Software-- important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software-- Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency-- Software-- minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation-- minimal changes required and of minor editing nature; Non Software-- Services require only minor reworking and do not require re-performance of the Service.	M
SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency--The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosted server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -9	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

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SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	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 -13	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, resolution, and root-cause. Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Vendor will give five-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 -15	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 -16	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M
SLA -17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M

2.13 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3 DELIVERABLES

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		

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1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Communications and Change Management Plan	Written
6	Software Configuration Plan	Written
7	Testing Plan	Written
8	Deployment Plan	Written
9	Comprehensive Training Plan and Curriculum	Written
10	Documentation of Operational Procedures	Written
INSTALLATION		
11	Provide Software Licenses if needed	Written
12	Software Installation	Software
13	Hardware Installation	Non-Software
13	Software Configuration	Software
15	Hardware Configuration	Non-Software
TESTING		
16	Conduct Integration Testing	Non-Software
17	Conduct User Acceptance Testing	Non-Software
18	Perform Production Tests	Non-Software
23	Conduct System Performance (Load/Stress) Testing	Non-Software
24	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
SYSTEM DEPLOYMENT		
25	Converted Data Loaded into Production Environment	Software
26	Provide Tools for Backup and Recovery of all Applications and Data	Software
27	Conduct Training	Non-Software
28	Cutover to New Software	Non-Software
29	Provide Documentation	Written
OPERATIONS		
31	Ongoing Hosting Support	Non-Software
32	Ongoing Support & Maintenance	Software
33	Conduct Project Exit Meeting	Non-Software

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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.

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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.

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

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

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

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

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:

Raymond McIlwain
Sr. Director of Contracts and Compliance
800-800-0019 ext. 78276;
raymond.mcilwain@connection.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:

Robert Peters
Sr. Project Manager
800-800-0019 ext.
robert.l.peters@connection.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

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discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within 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:

Meaghan Brown | Executive Account Manager and Primary Point of Contact
800-998-8277; meaghan.brown@connection.com

Jill Meade | Business Development Manager and Secondary Point of Contact
(603) 213-0987; jill.meade@connection.com

Craig Oliveira | Sr. Field Solution Architect
800-800-0019; craig.oliveira@connection.com

Chi Chung | Sr. Manager Field Solutions Architect
800-800-0019 ext. 74518; chi.chung@connection.com

Michael Storzbach | Sr. Inside Solutions Architect
800-800-0019 ext. 33277; michael.storzbach@connection.com

Patrick Leary | Sr. Sales Manager
800-800-0019 ext. 33225; patrick.leary@connection.com

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Chelsie Gibson | Associate Contracts Specialist and Reporting Point of Contact
800-800-0019 ext. 34402; chelsie.gibson@connection.com

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

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

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:

Timothy DePalo
+16032710007
timothy.e.depalo@doit.nh.gov

7.2.2. The State Project Manager

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

Padmore Ayim
+16032718392
padmore.t.ayim@affiliate.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.

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7.2.3. The State Technical Architect / Infrastructure Manager

The State shall assign a Technical Architect / Infrastructure Manager. The State's Technical Architect / Infrastructure Manager is:

Jeremy Arbour
+16032235739
jeremy.a.arbour@doit.nh.gov

The State Technical Architect / Infrastructure Manager duties shall include the following:

- a. Align infrastructure and architectural initiatives with the organization's strategic objectives.
- b. Participate in strategic planning sessions, providing insights and recommendations for IT infrastructure and architecture.
- c. Engage with business leaders, understanding their needs and translating them into technical requirements.
- d. Build and maintain strong relationships with stakeholders, ensuring alignment and satisfaction.
- e. Coordinate with project stakeholders, managing expectations and deliverables.
- f. Identify, assess, and mitigate risks associated with infrastructure and architectural changes.
- g. Provide technical support for infrastructure-related issues, ensuring timely resolution.

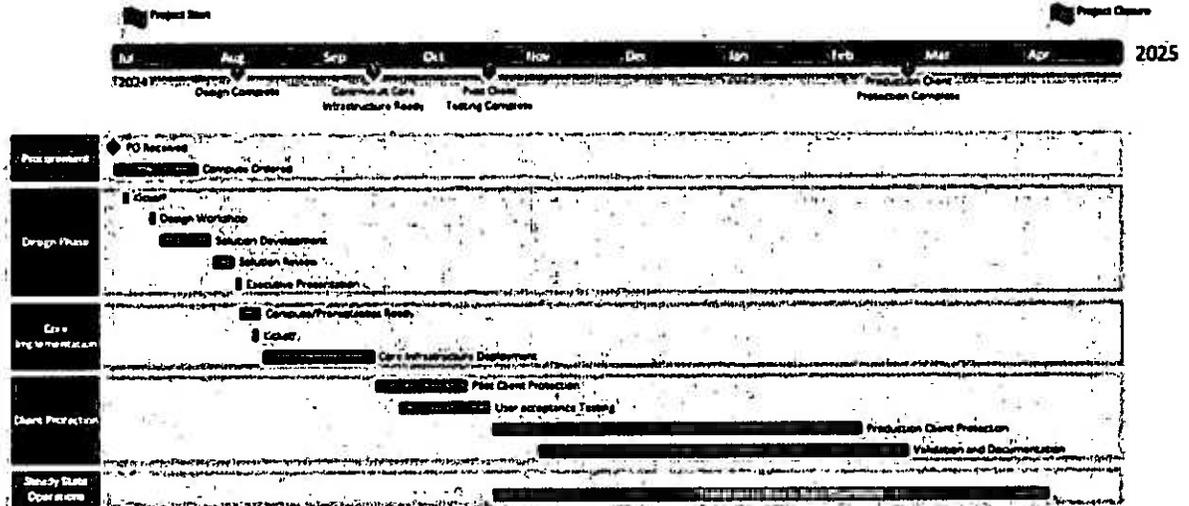
8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

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

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Project Timeline



ACTIVITY	RESPONSIBLE
PLANNING	*Connection to be included on ALL Activities in this project*
INITIATION	
Hold Kickoff meeting	Connection Project Team / Customer
ARCHITECTURE DESIGN	
Prepare for workshop (Discovery)	Commvault SA
Hold Workshop	Commvault SA / Customer
Develop and deliver draft Architecture Design	Commvault SA
Review / provide feedback in QRR format	Customer
Perform revisions / feedback meetings	Commvault SA / Customer
Accept Architecture Design	Customer
PREREQUISITES	
Confirm delivery and installation of Hardware	Customer
Inform ETA for deployment	Customer
Schedule PS Engineer	Commvault PM
Complete Commvault Pre-Installation Guide (HW, OS, Ports, Service Accounts, AV exclusions, etc.)	Customer
Complete Hyperscale X Ref. Arch. Pre-installation Checklist	Customer
Complete Hyperscale X Appliance Pre-Installation Worksheet	Customer

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Download Commvault Cloud software	Customer
Download HyperScale software from cloud	Customer
Complete Change Control process (as applicable)	Customer
Confirm customer's resource available for all PS scheduled days	Customer
Share license keys per CommCell	Commvault SE
Hold Pre-Engagement Call	Connection/Commvault / Customer
IMPLEMENTATION	
PRIMARY DATACENTER - Site Name	
Install Primary CommServe (Physical/ Virtual) - Size	Commvault IS / Customer
Setup DR backup	Commvault IS / Customer
Install Web Console on CommServe	Commvault IS / Customer
Request and apply Permanent license	Commvault IS / Customer
Install (x) Media Agents (Brand/OS)	Commvault IS / Customer
Configure Disk libraries (Brand)	Commvault IS / Customer
Configure Tape libraries	Commvault IS / Customer
Install (x) HSX Ref. Arch. nodes (Brand)	Commvault IS / Customer
Install (x) HSX appliances 2300/4300	Commvault IS / Customer
Configure Storage Pools	Commvault IS / Customer
DR DATACENTER - Site Name	
Install DR CommServe (Physical/ Virtual)	Commvault IS / Customer
Configure LiveSync	Commvault IS / Customer
Install (x) Media Agents (Brand/OS)	Commvault IS / Customer
Configure Disk libraries (Brand)	Commvault IS / Customer
Configure Tape libraries	Commvault IS / Customer
Install (x) HSX Ref. Arch. nodes (Brand)	Commvault IS / Customer
Install (x) HSX appliances 2300/4300	Commvault IS / Customer
Configure Storage Pools	Commvault IS / Customer
CLOUD - (Brand)	
Install (x) Media Agents	Commvault IS / Customer
Configure Storage libraries	Commvault IS / Customer
APPLICATION - IDATAAGENTS	
Windows FileSystem iDataAgent	Commvault IS / Customer
Linux FileSystem iDataAgent	Commvault IS / Customer
Virtual Server iDataAgent (Brand)	Commvault IS / Customer
Active Directory iDataAgent	Commvault IS / Customer

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Exchange Database iDataAgent	Commvault IS / Customer
Exchange Mailbox iDataAgent	Commvault IS / Customer
SharePoint Database iDataAgent	Commvault IS / Customer
Document Management System (DMS)	Commvault IS / Customer
MS SQL iDataAgent	Commvault IS / Customer
DATABASE - IDATAAGENTS	
Oracle iDataAgent	Commvault DBA / Customer
MySQL iDataAgent	Commvault DBA / Customer
DB2 iDataAgent	Commvault DBA / Customer
SAP iDataAgent	Commvault DBA / Customer
SECURITY SETTINGS	
Enable encryption	Commvault IS / Customer
Configure Authorization Workflows	Commvault IS / Customer
Enable Ransomware protection	Commvault IS / Customer
Enable Cloud Metrics	Commvault IS / Customer
FEATURES	
IntelliSnap	Commvault IS / Customer
OnePass	Commvault IS / Customer
CLOSURE	
Confirm scope completion	Commvault PM / Customer
Perform project closure (if PS days available, inform the customer and put on-hold)	Commvault PM

8.1 Preliminary Project Plan

Task Name	Start	Finish
Project Timeline	Tue 10/1/24	Tue 1/30/29
O: START	Tue 10/1/24	Tue 10/1/24
Procurement	Wed 10/2/24	Wed 10/30/24
PO Received	Wed 10/2/24	Wed 10/2/24
Procure Software/Licenses (Pure, Commvault, Wasabi)	Tue 10/22/24	Tue 10/22/24
Procure Hardware (Servers, Switches, Pure Storage)	Wed 10/30/24	Wed 10/30/24
Design Phase	Wed 10/2/24	Fri 11/1/24
Kickoff	Wed 10/2/24	Wed 10/2/24
Design Workshop (Network, Security, SW, HW)	Thu 10/3/24	Wed 10/9/24
Solution Development	Thu 10/10/24	Wed 10/23/24

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Solution Review	Thu 10/24/24	Thu 10/31/24
Executive Presentation	Fri 11/1/24	Fri 11/1/24
Rack, Stack, Switches, Storage	Thu 10/10/24	Fri 10/18/24
Install Rack, Stack Servers, Switches and Storage	Thu 10/10/24	Fri 10/18/24
Rack, Stack, Switches, Storage Complete	Fri 10/18/24	Fri 10/18/24
Core Implementation	Fri 11/1/24	Fri 11/29/24
Compute Prerequisite Ready	Fri 11/1/24	Fri 11/1/24
Kickoff	Fri 11/1/24	Fri 11/1/24
Core Infrastructure Deployment	Mon 11/4/24	Fri 11/8/24
Wasabi configuration	Mon 11/11/24	Fri 11/15/24
Configure Pure storage	Mon 11/18/24	Fri 11/22/24
Initial Commvault Install	Mon 11/25/24	Fri 11/29/24
Installation and Configuration Complete	Fri 11/29/24	Fri 11/29/24
Client Protection	Mon 11/25/24	Tue 12/31/24
Wasabi Testing	Mon 12/2/24	Fri 12/6/24
Pure Testing	Mon 11/25/24	Fri 11/29/24
Commvault Testing	Mon 12/2/24	Fri 12/6/24
Pilot Client Protection	Mon 12/9/24	Fri 12/20/24
User Acceptance Testing	Wed 12/11/24	Tue 12/24/24
UAT Signoff Complete	Tue 12/24/24	Tue 12/24/24
Production Client Protection	Mon 12/23/24	Tue 12/31/24
Validation and Documentation	Mon 12/2/24	Tue 12/31/24
DRaaS Buildout	Wed 10/2/24	Tue 12/31/24
DRaaS Planning	Wed 10/2/24	Fri 11/1/24
Ubistor Platform Buildout and Configuration	Mon 11/4/24	Tue 12/31/24
Ubistor Testing	Fri 11/29/24	Tue 12/31/24
DRaaS Testing	Wed 1/1/25	Thu 1/30/25
DR Functionality Test	Wed 1/1/25	Wed 1/15/25
Documented Support Model and Signoff	Thu 1/16/25	Thu 1/30/25
Document Operational Model and Signoff	Thu 1/16/25	Thu 1/30/25
User Acceptance Testing	Thu 1/16/25	Thu 1/30/25
UAT Signoff – 1 Year Subscription Payment	Thu 1/30/25	Thu 1/30/25
Project Management Complete	Thu 1/30/25	Thu 1/30/25
Steady State Operations	Wed 1/1/25	Thu 1/30/25

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Transition to Steady State Operations

Wed 1/1/25

Thu 1/30/25

9. ACCEPTANCE & TESTING SERVICES

Implementation - Test Plan.docx

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 System Support

- a. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.
- b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
- c. **Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty-four (24) business hours of a request;
- d. **Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

10.3 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;

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

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.

10.4 Contract Warranties and Representations

10.4.1. System

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

10.4.2. 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

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- 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.

10.4.3. Compatibility

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

10.4.4. 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

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

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:

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- 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 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

The Contractor shall provide the following Training Services:

1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, on-line on demand) that you would provide.

Commvault: Commvault's Education Services offers content for learners at all levels. Our On-Demand Learning Library is free for customers. We also offer flexible course format options (Instructor-led classroom, Virtual Instructor-led classroom, Self-Paced Training, and Onsite) to meet time and budget requirements. Customers can gauge how their role-based knowledge

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compares to other IT professionals through an initial online assessment and see a recommended curriculum path. Training is licensed based on credits, and a calculator is available online to determine requirements for each customer and their personnel.

Commvault's Certification Program validates expertise and advanced knowledge in topics, including Commvault Professional, Engineer, and Expert-level technologies. Certification is a valuable investment for a company and an IT professional. Certified personnel can increase a company's productivity, reduce operating costs, and increase the potential for personal career advancement.



Command Center

Who should take this course:
 New administrators who need to learn the fundamental architecture, terminology, features, and capabilities of Commvault. If you are just getting started or are looking to learn the foundations of Commvault, this course is for you.



Command Center

Who should take this course:
 Experienced Commvault users who design and architect data protection solutions. Systems engineers and architects who design, implement, and manage one or more Commvault environments. Security officers who strategically plan data protection with Commvault.



CommCell Console

Who should take this course:
 New administrators who need to learn the fundamental architecture, terminology, features, and capabilities of Commvault. If you are just getting started or are looking to learn the foundations of Commvault, this course is for you.



CommCell Console

Who should take this course:
 New administrators who are responsible for managing the Commvault environment with the CommCell Console interface. This is an expansion of the Professional course that addresses some advanced configuration options using the CommCell Console.



CommCell Console

Who should take this course:
 Experienced Commvault users who design and architect data protection solutions. Systems engineers and architects responsible for designing, implementing and managing one or more Commvault environments. Security officers responsible for strategically planning data protection with Commvault.



CommCell Console

Who should take this course:
 Administrators and architects looking to develop expertise with the CommCell Console. Advanced users who want to use the CommCell Console to customize their Commvault environments. Experienced users who want deep technical instruction on storage, security, and data management.

2. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If

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any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

Commvault: Commvault provides online access to documentation for all its products to ensure full availability for all customers. The information includes Full Documentation packets for each Platform Release of its software, Command Center detail, as well as archive listings for past releases and updates. Commvault provides technology preview and long-term support to supplement the core Platform Release listings to provide customers end to end access across functionality and operations of the software platform.

Additionally, there is full search capability within the listing so customers can easily locate information on specific features and functionality. There is also a Knowledge Base that gives customers easy and convenient access to areas around product documentation including Troubleshooting, Frequently Asked Questions, Best Practices, Technical References, Licensing, and Recent Articles around its software platform to give customers valuable guidance and support in the use of Commvault's solutions.

The Commvault Community is available online for our customers to leverage for finding answers, best practices, tips, and tricks. You can use it to:

- Discuss technical questions.
- Connect with other experts.
- Share knowledge and ideas.

These resources are available at no additional cost.

Pure: Customer support free at no added cost.

Wasabi: No training needed.

15. MERCHANT CARD SERVICES

Not Applicable

16. TERMS AND DEFINITIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G and as shown below

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

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

And email: accountspayable@doit.nh.gov

Cc: padmore.t.avim@affiliate.doit.nh.gov

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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. PROJECT HOLDBACK

N/A

10. PAYMENT SCHEDULE

10.1 Contract Type

This is a Fixed Firm Price 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

10.1.1 Milestones and Annual Subscription Pricing

The local disk storage target is sized initially to back up 1600 Virtual Servers (1385 TB) and 200 TB of unstructured data to include 12% year over year growth.

In addition, the DRaaS base solution will be sized to recover 15% of the initial SONH backup capacity for year 1 of the contract.

The table below provides the pricing for the milestones as these are completed (See Exhibit B, 8.1 Preliminary Project Plan) along with the annual subscription cost of the Backup/Recovery and DRaaS solution.

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TABLE C-1.1: Milestones and Annual Subscription Pricing

Task Name	Estimated Completion	Milestone Payment
Procure Hardware/Software	Wed 10/30/24	\$337,676.00
Rack, Stack, Switches, Storage Complete	Fri 10/18/24	\$5,000.00
Installation and Configuration Complete	Fri 11/29/24	\$25,000.00
UAT Signoff - Year 1 Subscription Payment	Tue 12/24/24	\$939,281.89
Project Management Complete	Thu 1/30/25	\$7,573.00
Year 1 Total		\$1,314,530.89

Backup/Recovery and DRaaS Subscription Services		
Year 2 Subscription Payment	Fri 1/30/26	\$958,601.89
Year 3 Subscription Payment	Fri 1/29/27	\$985,385.89
Year 4 Subscription Payment	Mon 1/31/28	\$1,015,481.89
Year 5 Subscription Payment	Tue 1/30/29	\$1,049,033.89

Total Contract Payment	\$5,323,034.45
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10.1.2 Expansion Growth Pricing

In addition, the solution has been designed to allow future growth beyond the initial and annual growth rates factored into the base subscription pricing. The pricing for future growth during the 5-year contract term is noted shown in the Expansion/Growth Pricing Table below.

TABLE C-1.2: Expansion/Growth Pricing

SKU	DESCRIPTION	COST	MIN QTY	EXTENDED
	COMMVault			
41316878	Backup & Recovery for Virtual Machines Subscription 10 VMs (must be purchased in packs of 10)	\$ 366.00	10	\$ 3,660.00
41812809	Corp. Cloud Backup and Recovery Software	\$ 174.00	1	\$ 174.00
	PURE			
41742213	PAAS-Unified Block &File Res. \$12/TiB/MO	\$ 12.00	1	\$ 12.00

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	WASABI			
	Wasabi Reserved Capacity Hot Cloud Storage - minimum 25TB to co-term with remaining months of contract to be paid in advance (prior to end of month	\$ 7.12	25	\$ 178.00
	OVERAGES not previously accounted and paid for per TB	\$ 10.00	1	\$ 10.00
	UBISTOR			
	*SEE PROPOSAL FOR DETAILS			
	Managed Services for Additional 50 VMs*	\$ 300.00	1	\$ 300.00
	Managed Services for Additional Media Agent*	\$ 650.00	1	\$ 650.00
	Moves/Adds/Change (MAC) activity will be provided on a case-by-case basis - price per hour	\$ 250.00	1	\$ 250.00
	Additional Internet Bandwidth - (Per 100 Mbps)	\$ 375.00	1	\$ 375.00
	Storage Per 100 GB – Encrypted	\$ 16.00	1	\$ 16.00

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. **License Grant** - *Commvault*

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

and

1. **License Grant** - *WASABI*

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

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

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

3. **Software and Documentation Copies**. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

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

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

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

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

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

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

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9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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

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

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

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

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EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
First	Meaghan Brown Executive Account Manager	Infrastructure & Operations Manager, DoIT	5 Days
Second	Raymond McIlwain, Sr. Director of Contracts and Compliance	Infrastructure & Operations Director, DoIT	10 Days
Third	Larry Kirsch, President – GovConnection, Inc.	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,

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EXHIBIT E – ADMINISTRATIVE SERVICES

which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

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EXHIBIT E – ADMINISTRATIVE SERVICES

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

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

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

6.4 Workplace Hours

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

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EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

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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 Contractor 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.

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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.

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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: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT #2024-074 - Backup/Recovery and DRaaS
EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

NONE

2. CONTRACTOR CERTIFICATES

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

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT #2024-074 - Backup/Recovery and DRaaS
EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Signature:  Date: 09 September 2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT #2024-074 - Backup/Recovery and DRaaS
EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

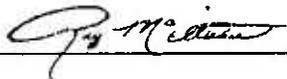
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

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

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

Contractor Signature:  Date: 09 September 2024

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 GOVCONNECTION, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on November 13, 2002. 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: 420705

Certificate Number: 0006752383



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of August A.D. 2024.

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

David M. Scanlan
Secretary of State

DELEGATION OF SIGNATURE AUTHORITY

I, **Larry Kirsch**, hereby delegate my Signature Authority as defined in the **GovConnection, Inc. Policy:** Signature Authority (DCS# POL_4_ Revised June 1, 2021) authority to: **Raymond Mellwain, Sr. Director of Contracts & Compliance** whose written signature shall be accepted in the absence of mine. I accept responsibility for all transactions delegated (as below), and hereby revoke any previous delegation of authority.

DELEGATOR

(Sign) 

Larry Kirsch, President
GovConnection, Inc.

September 9, 2024

THIS DELEGATION IS VALID COMMENCING ON THE DATE SET FORTH ABOVE AND SHALL AUTOMATICALLY RENEW EVERY YEAR UNLESS THIS DELEGATION OF AUTHORITY IS REVOKED, AMENDED OR THE DELEGATE IS NO LONGER AN EMPLOYEE OF GOVCONNECTION.

Limits of Delegation:

Authorized to sign, on behalf of the corporation:

- Major contracts and agreements, which are defined as those involving formal company commitments for **an unlimited dollar value.**
- Legally binding documents, including but not limited to: Federal, state, and local government and education contracts, settlements, bids and proposals, corporate certifications, vendor and original equipment manufacturer agreements, non-disclosure and teaming agreements.
- This signature authority **is limited to GovConnection, Inc. only and explicitly excludes:** (1) authority to sign on behalf of the Parent company, PC Connection, Inc. (Connection) or other Connection affiliated companies, (2) commitments and agreements for financial institutions, (3) legal representation/judicial matters in a court of law, (4) commitments for capital improvements and/or real property, and (4) any/all commitments prohibited by law or Connection policy.

Requirements: This delegation is subject to Board review and approval. Sr. Director of Contracts & Compliance is responsible for retention of all contracts, bids, proposals, certifications, teaming agreements, and contract acknowledgements in accordance with GovConnection record retention and standard operating procedures.

WITHIN THE DELEGATED LIMITS AS SET FORTH ABOVE, THE DELEGATE, BY SIGNING BELOW, ACKNOWLEDGES AND UNDERSTANDS HIS/HER RESPONSIBILITIES AND WILL COMPLY WITH THE GOVCONNECTION POLICY: SIGNATURE AUTHORITY (DCS# POL_4_ Revised June 1, 2021).

DELEGATE



Raymond Mellwain
Sr. Director of Contracts & Compliance

September 9, 2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2024

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 Arthur J. Gallagher Risk Management Services, LLC 115 Federal St Boston MA 02210	CONTACT NAME: PHONE (A/C, No., Ext): 617-261-6700 FAX (A/C, No): 617-531-7777 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED PC Connection, Inc. 730 Milford Road Merrimack NH 03054	License#: BR-724491 PCCONNE-01	INSURER A: American Zurich Insurance Company NAIC # 40142 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 838676855

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO018736708	11/1/2023	11/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0187388 - 08	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Named Insured Schedule:

PC CONNECTION, INC.
 PC CONNECTION SALES CORPORATION
 GOVCONNECTION, INC.
 MOREDIRECT, INC.
 GLOBALSERVE, INC.
 Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

State of NH, Department of Information Technology
 ATTN: Chief Information Officer
 27 Hazen Drive
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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