

CSG



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

December 24, 2024

114

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to amend an existing **Sole Source** contract with Computer Projects of Illinois, Inc., (VC#168812-B001), Bolingbrook, IL, to provide a Contact Person Notification Program database Hotfile and update the State's National Crime Information Center (NCIC) interface to National Information Exchange Model (NIEM) compliant XML standards, by increasing the price limitation by \$377,500.00 from \$5,526,186.63 to \$5,903,686.63, with no change in the contract completion date of June 30, 2028, effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 14, 2023, Item #150.

DOS Source of Funds: 100% Fed Rev Xfers

DoIT Source of Funds: 19.0% General, 1.3% Federal, 23.9% Highway Funds and 55.8% Other Funds are available in the following accounts for State Fiscal Year 2025.

CAT#-DEPT#-AGENCY#- ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC	Activity Code	SFY 25	Amount
02-23-23-234010- 33450000 Dept. of Safety -- Division of State Police - NH DOT & DOJ Grants - 103-502664 -- Contracts for Operational Services	-	\$350,000.00	\$350,000.00
01-03-03-00310-76230000--Dept of Information Technology IT for Safety- 038-509038-Agency Application Software -	03230150	\$27,500.00	\$27,500.00
TOTAL:			\$377,500.00

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. Computer Projects of Illinois (CPI), as the sole developer of the existing State Police Online Telecommunications System (SPOTS) used by more than 300 federal, state, county, and local agencies, was identified as the only responding contractor able to provide the services necessary to pass criminal justice information system between disparate federal, state, and local entities within budget and without significant risk to all partner organizations. CPI maintains authorization to pass criminal justice information between the federal government and state and local entities through the State Message Platform (SMP) and operates within twenty-eight (28) other states and as such is the only authorized contractor able to perform the services.

The purpose of this request is to amend the contract to include the establishment of a Contact Person Notification database Hotfile within the NHSP SPOTS system, that will allow citizens of New Hampshire to voluntarily request themselves, their child or a child of which they hold guardianship, to be added to that system, by which law enforcement personnel can receive information that can assist when communicating with persons who have cognitive impairment or other disabilities which might prevent or hinder the person's ability to communicate effectively. The vendor shall be responsible for establishing this Hotfile for the purpose of entry, access and retrieval of this information to all law enforcement throughout the State.

Additionally, the request will also support the updating to the State's NCIC interface to XML standards, currently, information is stored in a dot-delimited format in which data is separated by a certain character, such as a comma, the update will allow criminal justice recipients the ability to identify the data fields by way of a more accurate unique identifier for each field. This effort is a result of recent requirements by the Federal Bureau of Investigation to update the way in which information is viewed, resulting in more accurate results.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety



Denis Goulet
Commissioner, DoIT

DoIT #2023-067A
RID: #91310

Cc: Ronald Reed, DoIT; Ann McLaughlin, DOS



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

Denis Goulet
Commissioner

December 4, 2024

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Computer Projects of Illinois, Inc., as described below and referenced as DoIT No. 2023-067A.

The purpose of this request is to amend the current contract with Computer Projects of Illinois to provide a Contact Person Notification Program database Hotfile and update the State's National Crime Information Center (NCIC) interface to National Information Exchange Model (NIEM) compliant XML standards.

The Price Limitation will increase by \$377,500 from \$5,526,186.63 to \$5,903,686.63, with no change to the contract completion date of June 30, 2028, effective upon Governor and Council approval through June 30, 2028.

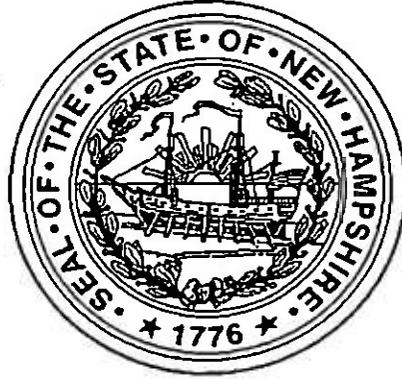
A copy of this letter must accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2023-067A
RID #91310

cc: Ron Reed, IT Manager



STATE OF NEW HAMPSHIRE

Department of Safety

DoIT # 2023-067 Hosted State Message Platform System

AMENDMENT Amend A (1)

STATE OF NEW HAMPSHIRE
Department of Safety
DoIT # 2023-067 Hosted State Message Platform
AMENDMENT A (1)

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of DoIT # 2023-067 on June 14, 2023 Item #150, (herein after referred to as the "Agreement"), Computer Projects of Illinois, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety (hereinafter referred to as the "Department"), certain sums as specified therein;

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

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

WHEREAS, the Department wishes to:

1. License a Contact Person Notification Hotfile on the Hosted State Message Platform at a cost of \$27,500
2. Convert the Hosted State Message Platform National Crime Information Center (NCIC) interface to a National Information Exchange Model (NIEM) compliant XML interface at a cost of \$350,000
3. Modify the existing payment schedule of the Nlets XML Conversion project.

WHEREAS, The Vendor agrees to convert the existing NCIC 2000 interface to a National Information Exchange Model (NIEM) compliant XML interface, develop a Contact Person Notification Hotfile, and accept the modified payment schedule for the Nlets XML Conversion project;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$377,500 to bring the total contract price to \$5,903,686.63;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$377,500 from \$5,526,186.63 to \$5,903,686.63.
2. The Agreement is further amended as described in Table 1

State of NH Contract
Date: 12/5/2024

Contractor's Initials: ES

Page

STATE OF NEW HAMPSHIRE
Department of Safety
DoIT # 2023-067 Hosted State Message Platform
AMENDMENT A (1)

TABLE 1: AMENDMENT DETAILS

Exhibit/Section Number	AMENDED TEXT
<p>B-3 Hosted State Message Platform – Phase II</p>	<p>Replace Section B-3 with the following language:</p> <p>Post conversion of the System to the SaaS Environment, the deliverables outlined below shall be initiated solely upon request of the State, and subject to the approval of the Governor and Executive Council. These deliverables shall be provided at the cost rate indicated in Exhibit C, Section C-10 Table 10. Accordingly, the Contractor shall develop, configure, test, deploy, and maintain the following new products, systems, and functionality:</p> <ol style="list-style-type: none"> 1. External System interfaces <ol style="list-style-type: none"> a. National Criminal Information Center (NCIC) XML Interface: <ol style="list-style-type: none"> i. The Contractor shall convert the existing State Message Platform NCIC interface to a NIEM compliant interface for all SMP instances (System Integration Test (SIT), User Acceptance Test (UAT) and Production (PROD)). During the associated conversion to NIEM XML, the contractor shall ensure the existing NCIC 2000 interface remains fully functional maintaining application feature parity to the completion of the NIEM XML conversion process for all SMP instances. b. Interstate Identification Index (III) XML Interface c. National Instant Criminal Background Check (NICS) XML Interface 2. Disaster Recovery System project located at the Nlets facility. 3. Query Criminal History Log (QCHL) Reports project 4. Contact Person Notification Program project: <ol style="list-style-type: none"> a. The Contractor shall create a new State Message Platform (SMP) Hotfile and configure the SMP instances (SIT, UAT, PROD) to support the end user ability to add, modify, query, and cancel Contact Person Notification (CPN) program records. The scope of work for the project includes the following: <ul style="list-style-type: none"> • Create a new CPN state-only Hotfile table • Configure new CPN Message Keys (MKEs) with supporting Messenger forms and style sheets to support the end user ability to add (ECPN), modify (MCPN), query (QCPN), and cancel CPN (XCPN) records contained in the CPN Hotfile • Modify existing “DQ” MKE to spawn a “QCPN” transaction for Name (“NAM”) and Date of Birth (“DOB”) only
<p>B-5. Activities, Deliverable, or Milestone</p>	<p>Replace Section B-5 with the following language:</p>

State of NH Contract
 Date: 12/5/2024

Contractor's Initials: KS

STATE OF NEW HAMPSHIRE
Department of Safety
DoIT # 2023-067 Hosted State Message Platform
AMENDMENT A (1)

B-5. Activities, Deliverables, or Milestones

The Contractor shall conduct the activities, create the deliverables, and complete the milestones in Table 1, Activities, Deliverables, or Milestones for all projects identified in this contract, if provided for in Contractor's Project SOW and agreed to by the State.

Table 1. Activities, Deliverables, or Milestones

ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Written
2	Deliver Work Plan	Written
3	Conduct Requirements Analysis and Deliver Associated Reports	Non-Software/Written
4	Delivery and Acceptance of Statement of Work	Written
5	Deliver Communications and Change Management Plan	Written
6	Deliver System Interface Plan and Design/Development	Written
7	Deliver Data Conversion Plan and Design, if applicable	Written
8	Deliver Testing Plan	Written
9	Deliver Production Cutover Plan	Written
10	Provide Software Licenses (if needed)	Written
11	Deliver Documentation of Operational Procedures	Written
TEST ACTIVITIES		
12	Review and Provide feedback to the State's User Acceptance Test Plan	Written
13	Setup of System Integration and User Acceptance Test Environments	Written
14	Install Configured and Operational Software to Satisfy State Requirements	Software
15	Provide Fully Tested Data Conversion Software, if provided for in Contractors' Project SOW and agreed to by the State	Software
16	Test In-Bound and Out-Bound Network and Application Interfaces	Software
17	Conduct Training of User Acceptance Test Teams, if provided for in Contractor's Project SOW and agreed to by the State	Non-Software
18	Conduct Data Conversion Testing if provided for in Contractor's Project SOW and agreed to by the State	Software
19	Notification of User Acceptance Test Authorization	Written
20	Conduct Training of Day in the Life Testers, if provided for in Contractor's Project SOW and agreed to by the State	Non-Software

State of NH Contract
 Date: 12/5/2024

Contractor's Initials: KS

Page

STATE OF NEW HAMPSHIRE
Department of Safety
DoIT # 2023-067 Hosted State Message Platform
AMENDMENT A (1)

21	Conduct System Performance (Load/Stress) and Security Testing if provided for in Contractor's Project SOW and agreed to by the State	Non-Software
22	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software
23	Test Acceptance State Sign Off	Written
END USER TRAINING		
24	Provide End User Training Materials if provided for in Contractor's Project SOW and agreed to by the State	Written/Non-Software
25	Conduct Training of End Users, if provided for in Contractor's Project SOW and agreed to by the State if applicable	Non-Software
SYSTEM DEPLOYMENT		
26	Install Configured and Operational Software in Production Environment	Software
27	Converted Data Loaded into Production Environment, if provided for in Contractor's Project SOW and agreed to by the State	Software
28	Production Environment Validation of Installation and Data Conversions	Non-Software
29	Cutover to New Software	Non-Software
30	Provide Documentation of System Deployment	Written
31	(Not applicable)	
32	State Acceptance of System and PROD	Non-Software
OPERATIONS		
33	Ongoing Hosting Support	Non-Software
34	Ongoing Support & Maintenance	Software
35	Conduct Project Exit Meeting	Non-Software

For the SaaS Conversion project, the Contractor shall deliver the milestones listed in Table 2 in the noted time frames with respect to the Contract Effective Date.

Table 2. SaaS Conversion Project Deliverables and Timing

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	TIME FRAME
1 Conduct Project Kickoff Meeting	Non-Written	15 days
2 Deliver final Work Plan	Written	30 days
3 Submit Vendor Risk Assessment (VRAR) Report	Written	30 days
4 Deliver SaaS System Specification	Written	30 days
5 Deliver Network Change Plan	Written	45 days

STATE OF NEW HAMPSHIRE
Department of Safety
DoIT # 2023-067 Hosted State Message Platform
AMENDMENT A (1)

	6	Deliver Security Plan	Written	30 days
	7	Submit SOC2 Report	Written	60 days/annually thereafter

Section C-10 Activities/Deliverables and Milestone Pricing

Replace introductory language with the following:

This is a Firm Fixed 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. Prices and payment structure indicated in Table 9 and 10 shall be effective upon Governor and Executive Council approval through June 30, 2028. Any deliverables indicated in Table 10 shall be completed prior to the Contract Completion date, indicated in the P-37 General Provisions- Block 1.7, however, delivery start, and delivery completion dates will reasonably be adjusted depending upon the date of approval of Services, for performing its obligations, in accordance with the Contract. The Contractor shall be responsible for performing its obligations in accordance with the Contract.

Payment shall be made to the Contractor, within thirty (30) days, upon receiving Contractor's invoice and based upon completion of activities, deliverables, or milestones, indicated in Table 9 and Table 10 below, with the exclusion of annual maintenance, reflected in Table 9 lines 2-6. Payment shall utilize the percentage payment structure as follows, with the exception of Table 9, Section 7, Nlets XML Conversion and Table 10, Section 6, Contact Person Notification, in which the Contractor shall receive one overall payment based upon approved completion of all required deliverables and milestones.

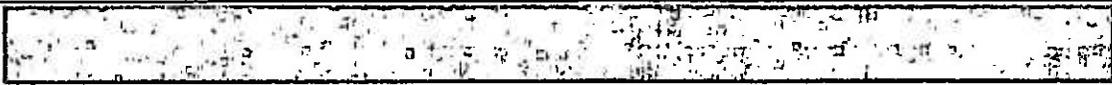
1. Delivery and Accepted Statement of Work – 20%
2. Test Acceptance State Sign Off Complete – 60%
3. State Acceptance of System and PROD – 20%

Exhibit B, Attachment 8, SAAS License Agreement, Schedule 1

Replace Exhibit B Attachment 8, Schedule 1, with the following language:

Licensed Software, Copies and Use

Licensed Software	Copies	For Use on Workstations Connecting to the Central Site/System Designated as:
OpenFox® Messenger	624	SPOTS
OpenFox® Message Switch	4	Test, Prod and Failover
OpenFox® NexGen Hotfiles	4	Test, Prod and Failover
Configurator	4	Test, Prod and Failover
Operator Aid	4	Test, Prod and Failover
Archive3.1 Upgrade	4	Test, Prod and Failover
Contact Person Notification Program Hotfile	4	Test, Prod and Failover



STATE OF NEW HAMPSHIRE
 Department of Safety
 DoIT # 2023-067 Hosted State Message Platform
 AMENDMENT A (1)

TABLE 1: AMENDMENT DETAILS (CONTINUED)

Exhibit/Section Number	AMENDED TEXT				
Table 10 Hosted State Message Platform – Phase II Pricing	6	Contact Person Notification			
	6.1	One Time Hotfile License Fee	Software	N/A	N/A

Exhibit/Section Number	AMENDED TEXT				
Table 9 Hosted State Message Platform – Phase 1 Pricing, Section 7, NLETS XML Conversion	7	NLETS XML Conversion			
	7.1	Payment Milestone 1, 3 and 5 Table 1 Deliverables 1-32	Written /Software	1/1/2025	6/30/2025

TABLE 2: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	COMPLETION DATE	CONTRACT AMOUNT
DoIT # 2023-067	Original Contract	June 14, 2023, Item #145	June 30, 2028	\$5,526,186.63
DoIT#2023-067 Amendment A01	1st Amendment	TBD	June 30, 2028	\$377,500
CONTRACT TOTAL				\$5,903,686.63

State of NH Contract
 Date: 12/5/2024

Contractor's Initials: LS

Page

STATE OF NEW HAMPSHIRE
Department of Safety
DoIT # 2023-067 Hosted State Message Platform
AMENDMENT A (1)

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

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

CONTRACTOR

Digitally signed by
Kevin Sawatzky

Kevin Sawatzky, CEO
Computer Projects of Illinois, Inc.

Date: 12/5/2024

STATE OF NEW HAMPSHIRE

Robert L. Quinn

Robert L. Quinn Commissioner
State of New Hampshire
Department of Safety

Date: 12/26/24

Denis Goulet

Denis Goulet, CIO/DoIT Commissioner
State of New Hampshire
Department of Information Technology

Date: December 4, 2024

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

Approved by the Attorney General

[Signature]

State of New Hampshire, Department of Justice

Date: 1/15/25

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

Office of the Secretary of State

State of New Hampshire, Department of Administration

Date: _____

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 COMPUTER PROJECTS OF ILLINOIS, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on January 26, 1998. 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: 286338

Certificate Number: 0006807733



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kevin Sawatzky, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Computer Projects of Illinois, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 6, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

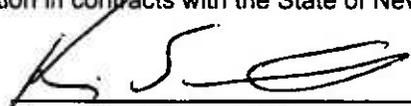
VOTED: That Kevin Sawatzky (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Computer Projects of Illinois, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11-18-2024



Signature of Elected Officer

Name:
Title: CEO



CPICOMP-01

KELAOUNI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

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 Alliant Insurance Services, Inc. 1440 Arrowhead Dr Maumee, OH 43537	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE Property & Casualty Insurance Company		20699
INSURER B : Hartford Underwriters Insurance Company		30104
INSURER C : Bankers Standard Insurance Company		18279
INSURER D : Continental Insurance Company		35289
INSURER E : Crum & Forster Specialty Insurance Company		44520
INSURER F :		

INSURED
CPI (Computer Projects of Illinois, Inc)- The OpenFox Company
400 Quadrangle Drive, Ste F
Bolingbrook, IL 60440

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			D01851032	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			45SBAAZ9V8U	9/18/2024	9/18/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			D01851044	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			7063943358	1/1/2025	1/1/2026	<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
E	Professional Liabil			TCM104163	12/10/2024	12/10/2025	Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Safety NHSP
33 Hazen Drive
Concord NH 0330

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Shewhart



State of New Hampshire

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

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

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

May 31, 2023
 G&C #150
 06-14-2023
 Approved
 06-14-2023

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the Department of Safety, Division of State Police, to enter into a Sole Source contract with Computer Projects of Illinois, Inc., (VC#168812-B001), Bolingbrook, IL, in the amount of \$5,526,186.63 to provide a state-of-the-art criminal justice State Message Platform (SMP) System, to support mission critical criminal justice information services (CJIS), with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2028. 79% General, 18.5% Highway, 2.5% Fed Rev Xfers.

Funds are anticipated to be available in State Fiscal Years 2024 through 2028, upon the availability and continued appropriation of funds in the future operating and capital budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

CAT#-DEPT#-AGENCY#- ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	Amount
01-03-03-00310-76230000-509038 03230040 ASD DOS JI Project Activity Code: 03230150	\$1,097,272.50	\$620,281.13	\$743,361.00	\$774,279.00	\$806,493.00	\$4,041,686.63
02-23-23-234030-XXXX0000 Dept. of Safety - State Police Message Switch -034-500099 - Major IT Systems Activity Code: 234030	\$1,349,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,349,500.00
02-23-23-234010- 38940000 Dept. of Safety - Division of State Police - SP Agency Inc Grants -103-502664 - Contracts for Operational Services Activity Code: 234010	\$14,000.00	\$56,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00
02-23-23-234010- 33450000 Dept. of Safety - Division of State Police - NH DOT & DOJ Grants - 103- 502664 - Contracts for Operational Services Activity Code: 234010	\$9,000.00	\$56,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00
					Total	\$5,526,186.63

1-

EXPLANATION

This request is Sole Source because a Request for Information (RFI) for a new Criminal Justice Information System (CJIS) compliant State Message Platform (SMP) resulted in responses from vendors with less experience, extensive project durations, and increased risk of costs exceeding the State's current budget constraints. Computer Projects of Illinois (CPI), as the sole developer of the existing State Police Online Telecommunications System (SPOTS) used by more than 300 federal, state, county, and local agencies, was identified as the only responding contractor able to provide the services necessary to pass cCJIS information between disparate federal, state, and local entities within budget and without significant risk to all partner organizations. CPI maintains authorization to pass criminal justice information between the federal government and state and local entities through the State Message Platform (SMP) and operates within twenty-eight (28) other states.

The purpose of this request is to provide a State Message Platform System to support the criminal justice information service (CJIS) applications. The System shall equip New Hampshire law enforcement with current up-to-date criminal justice information in the most efficient, cost effective, and reliable manner. Availability of criminal justice information protects the citizens of New Hampshire, keeps NH law enforcement safe, and shares sensitive information with partner in-state, out-of-state, and federal agencies. The current Message Switching System resides on hardware that is approximately ten (10) years old, is unsupported by the manufacturer and is undersized given the increased use of XML transactions. Deploying the System in the Contractor's CJIS compliant Hosted Environment shall ensure that NH criminal justice information is available seven days a week, twenty-four hours a day, three hundred sixty-five days a year to the maximum extent possible.

The Contractor will migrate all existing on premise SMP application features and functionality, internal application and network interfaces, and external application and network interfaces to the System. The Contractor shall ensure that existing on premise SMP capabilities do not experience unplanned operational interruptions until the System has successfully completed the Acceptance Test Plan and received State Acceptance.

Additionally, throughout the life of the contact the Contractor shall provide additional functionality to SPOTS that will be considered and implemented solely based upon future funding award determinations. Such deliverables will only be pursued via future contract amendments and Governor and Executive Council approval, in accordance with the Exhibit B, Scope of Service, Section B-5 Phase 2, and at a cost structure not to exceed amounts indicated in Exhibit C, Price and Payment Schedule Section C-10, Phase 2.

As referenced in Exhibit A, Special Provisions, Subsection 3.3, of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, state law enforcement agencies will no longer have the ability to enter, disseminate and access criminal justice information in real time, resulting in a risk to public safety.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 31, 2023
Page 3 of 3

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety



Denis Goulet
Commissioner, DOIT

DoIT #2023-067
RID: #78367

Cc: Ronald Reed, DoIT
Ann McLaughlin, DOS



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 16, 2023

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Computer Projects of Illinois, Inc., as described below and referenced as DoIT No. 2023-067.

The purpose of this request is to provide a state-of-the art criminal justice State Message Platform (SMP) System, to support mission critical criminal justice information services (CJIS).

The Total Price Limitation will increase by \$5,526,186.63, effective upon Governor and Council approval through June 30, 2028.

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

Sincerely,

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

Denis Goulet

DG/jd
DoIT #2023-067
RID #78376

cc: Ron.Reed, IT Manager



STATE OF NEW HAMPSHIRE

Department of Safety

Hosted State Message Platform System

DoIT 2023-067

Page 1 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
TABLE OF CONTENTS

CONTENTS

FORM NUMBER P-37 (version 12/11/2019)	6
A-1. Provision 2, SERVICES TO BE PERFORMED	11
A-2. Provision 3, Effective Date/Completion of Services	11
A-4. Provision 5, Contract Price/Price Limitation/ Payment	11
A-9. Provision 8, Event of Default/Remedies;	12
A-10. Provision 9, Termination, is deleted and replaced with the following:	13
A-12. Data/Access/Confidentiality/Preservation, is updated with the following addition:	14
A-1 The following Provisions are added and made part of the P37:	16
B-1. Overview	18
B-2. Hosted State Message Platform Conversion – Phase I	18
B-2.1. Open Fox® NextGen Archive	19
B-2.2. National Law Enforcement Telecommunications System (Nlets) XML Interface	19
B-2.3. OpenFox® NextGen Hotfiles Application	19
B-2.4. OpenFox® NextGen Online Validation Application	20
B-3. Hosted State Message Platform – Phase II	20
B-4. Compliance Requirements	20
B-4.1. Criminal Justice Information Services (“CJIS”) Compliance	20
B-4.2. New Hampshire Statewide Security Compliance	22
B-5. Activities, Deliverables, or Milestones	23
B-6. Deliverable Review and Acceptance	28
B-6.1. Non-Software and Written Deliverables Review and Acceptance	28
B-6.2. Software Deliverables Review and Acceptance	28
B-6.3. Number of Deliverables	28
B-6.4. Conditional and Unconditional Acceptance	29
B-6.5. The State	29
B-6.6. Change Order	29
B-7. Project Management	29
B-7.1. The Contractor Key Project Staff	30
B-7.2. The State Key Project Staff	31
B-8. Implementation Services	32

Page 2 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
TABLE OF CONTENTS

B-8.1. Project Management Meeting and Reports	32
B-8.2. Implementation Strategy	33
B-9. Work Plan	34
B-9.1. Updates To the Work Plan	35
B-9.2. Conversions	35
B-10. Acceptance and Testing Services	40
B-10.1. Test Planning and Preparation	40
B-10.2. System Integration Testing	41
B-10.3. Conversion Validation Testing	42
B-10.4. Installation Testing	42
B-10.5. User Acceptance Testing (UAT)	43
B-10.8. Regression Testing	44
B-10.9. Security Review and Testing	44
B-10.9.1. Vulnerability Scanning	45
B-10.9.2. Penetration Testing (Non-PCI Environment)	45
B-10.11. System Acceptance	46
B-11. Maintenance, Operations, and Support	46
B-11.1. System Maintenance	46
B-11.2. System Support Obligations	47
B-12. Contract Warranties and Representations	51
B-12.1. System	51
B-12.2. Software	51
B-12.3. Compatibility	51
B-12.4. Services	52
B-12.5. Warranty Period	52
B-13. Data Protection	52
B-13.1. Use Of State's Information, Confidentiality	52
B-13.2. Contractor's Confidential Information	53
B-13.3. Data Location	54
B-13.4. Security Incident or Data Breach	54
B-13.5. Notifications of Legal Requests	55

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

TABLE OF CONTENTS

B-13.6. Access to Security Logs and Reports.....	56
B-13.7. Non-Disclosure and Separation of Duties.....	56
B-13.8. Import and Export of Data.....	56
B-13.9. Security Related Considerations.....	56
B-14. Software Agreement.....	56
B-15. Administrative Services.....	56
B-16. Training.....	56
B-17. Terms and Definitions.....	57
B-18. Contractor's Certificates.....	57
C-1. Contract Price.....	58
C-2. Travel Expenses.....	58
C-3. Shipping Fees.....	58
C-4. Invoices.....	58
C-5. Invoice Address.....	59
C-6. Payment Address.....	59
C-7. Overpayments to the Contractor.....	59
C-8. Credits.....	59
C-9. Project Holdback.....	59
C-10. Activities / Deliverables / Milestones Pricing.....	59
E-1. Dispute Resolution.....	69
E-2. Access and Cooperation.....	69
E-3. Record Retention.....	69
E-4. Accounting.....	70
E-5. Audit.....	70
E-6. Miscellaneous Work Requirements.....	70
E-6.1. State Website Copyright.....	70
E-6.2. Workplace Hours.....	70
E-6.3. State Owned Documents and Copyright Privileges.....	70
Exhibit F – Terms and Definitions.....	71
Security Review and Testing.....	76
<u>Exhibit G - ATTACHMENTS AND CONTRACTOR CERTIFICATES</u>	80

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

TABLE OF CONTENTS

<u>G-1.</u>	<u>State of New Hampshire Required Attachments</u>	<u>80</u>
<u>G-2.</u>	<u>Contractor Attachments</u>	<u>80</u>
<u>G-3.</u>	<u>Contractor Certificates</u>	<u>80</u>

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STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067
 FORM NUMBER P-37 (version 12/11/2019)

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

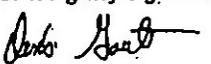
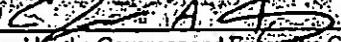
This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

IDENTIFICATION:

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address and Email 27 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Computer Projects of Illinois, Inc.		1.4 Contractor Address and Email 400 Quadrangle Drive, Suite F, Bolingbrook, IL 60440 ksawatzky@openfox.com	
1.5 Contractor Phone Number 630-754-8820	1.6 Account Number 01-03-03-00310-76230000- 509038 03230040 02-23-23-234030-XXXX0000 02-23-23-234010-38940000 02-23-23-234010-33450000	1.7 Completion Date June 30, 2028	1.8 Price Limitation \$5,526,186.63
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number (603)223-5703	
1.11 Contractor Signature  Date: 5-30-23		1.12 Name and Title of Contractor Signatory Kevin Sawatzky, CEO	
1.13 State Agency Signature  Date: May 31, 2023		1.14 Name and Title of State Agency Signatory Denis Goulet, CIO / DOIT 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:  On: 5/31/23			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ O&C Meeting Date: _____			

Page 6 of 80
 Contractor Initials: KS
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
FORM NUMBER P-37 (version 12/11/2019)

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
FORM NUMBER P-37 (version 12/11/2019)

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
FORM NUMBER P-37 (version 12/11/2019)

shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
FORM NUMBER P-37 (version 12/11/2019)

maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
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 2, SERVICES TO BE PERFORMED, is updated and replaced with the following:
2. 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 services identified and more particularly described in the attached Exhibit B and Scope of Work.
- A-2. Provision 3, Effective Date/Completion of Services, is updated with the following addition:
- 3.4 The Term may be extended up to Two (2) years, ("Extended Term") at the sole option of the State, under the same terms and conditions, subject to approval of the Governor and Executive Council.

A-3. Provision 4, Conditional Nature of Agreement, is deleted and replaced with the following:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of the Price Limitation set forth in block 1.8. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available and if withheld, either party shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the other party 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.

A-4. Provision 5, Contract Price/Price Limitation/ Payment, Section 5.2, is deleted and replaced with the following:

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

A-5. Provision 5, Contract Price/Price Limitation/ Payment, Section 5.3, is deleted in its entirety.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT A - SPECIAL PROVISIONS

A-6. Provision 5, Contract Price/Price Limitation/ Payment, Section 5.5, is deleted and replaced with the following:

5.5. The State's liability under this Agreement shall be limited to monetary damages, provided however, in the absence of payment by the State, Contractor may cease performing the Services. 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 equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

A-7. Provision 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Section 6.3, is deleted and replaced with the following:

6.3. Upon not less than 30 days written notice, during regular business hours and upon terms acceptable to both parties, the Contractor may permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

A-8. Provision 7, Personnel, is deleted and replaced with the following:

- 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.
- 7.2 Deleted in its entirety.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision, on behalf of the State only, shall be final for the State but not final for the Contractor.

A-9. Provision 8, Event of Default/Remedies, Section 8.2, is deleted and replaced with the following:

8.2 Any and all disputes arising out of, or relating to this Agreement and its formation, shall be resolved in the following manner: the Party raising the dispute shall provide a written description of the details of the dispute, and two (2) or more suggested ways of resolving the same, acceptable to such Party to the other Party (a "Dispute Notice"). Within fifteen (15) days of receipt of a Dispute Notice, the other Party shall respond to the Party sending the Dispute Notice in writing describing any additional or disputed facts or conclusions in the Dispute Notice, and proposing two (2) or more suggested ways to resolve the dispute acceptable to the Responding Party (a "Response Notice"). Each of the CEO of CPI and the equivalent authorized person employed by the State, shall receive copies of the Dispute Notice

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT A – SPECIAL PROVISIONS

and the Response Notice no later than fifteen (15) days after receipt of the Dispute Notice (the "Notice Date"). Within ten (10) days of the Notice Date the CEO of CPI and the State shall meet in person or by video conference and make a good faith effort to arrive at a "Mediated Result".

The Party Representatives may agree to continue their meetings from time to time for a period not to exceed thirty (30) days and if at the end of such period the Parties have not agreed to a Mediated Resolution, then the Party may terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination.

A-10. Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8 and any other termination language in this Agreement, following one year after the effective date of the contract, the State, at its sole discretion, and with written notice, may terminate the Agreement for its sole convenience, in whole or in part. The State will pay the cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination up to the contract price limitation identified in block 1.8. Upon mutual agreement of the parties, CPI may agree to assist the State in wind down. The State shall pay for any reasonable wind down services as necessary during a period of thirty (30) days, not to exceed the amount of the contract. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Reserved.

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

- a. Immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease Services;
- 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 required under applicable federal security laws, 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;

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT A – SPECIAL PROVISIONS

- d. Take no action to intentionally erase any State data until directed by the State, and only after the State has provided Contractor with a reasonable amount of time to erase such State data;
- e. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

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

A-11. Provision 10, Termination, Section 10.1, is deleted and replaced with the following:

- 10.1. As used in this Agreement, the word "data" shall mean all information input by the State into Contractor's proprietary SaaS software. The State acknowledges that the Licensed Software and related documentation, including, without limitation, any and all updates, modifications, alterations or similar work performed by Contractors pursuant to the terms of this Agreement are only available for use by the State pursuant to the terms of this Agreement and that nothing performed by CPI is "Work for Hire" nor does it constitute property of the State.

A-12. 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, the party with knowledge of the release shall immediately notify the State's Information Security Officer or Contractor's Security Officer, and both parties agree to cooperate with each other in the investigation, remediation, and prevention of such release.
- 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;

Page 14 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT A – SPECIAL PROVISIONS

- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party, provided however, any confidential information made known to either Party pursuant to the current on-premises contract the parties are engaged in shall remain Confidential Information; subject to RSA 91-A.
 - d. is disclosed with the written consent of the disclosing Party.
- 10.6 Upon reasonable notice to a disclosing party, a receiving Party may disclose certain disclosing party information to the extent required by an order of a court of competent jurisdiction. The disclosing party shall immediately notify the non-disclosing party if any request, subpoena or other legal process is served upon the disclosing party regarding the Confidential Information, and the party receiving the request shall cooperate with the other party in any effort the non-receiving party of the request undertakes to contest the request, subpoena or other legal process, at no additional cost to the receiving party of the request.
- 10.7 Contractor Confidential Information. Contractor shall clearly identify or mark 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 may notify the Contractor that it does not accept the Contractor's designation of material as confidential and give the Contractor reasonable notice and opportunity to undertake legal process to prohibit or enjoin the release of the information. 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 Contractor, the State shall cooperate and assist the Contractor with the collection and review of Contractor's information, at no additional expense to the State, including the potential redaction of certain proprietary, trade secret, or Confidential Information contained in any response to request. 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-13. Provision, 12, Assignment/Delegation/Subcontracts Section 12.1, is deleted and replaced with the following:
- 12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State, which shall not be unreasonably withheld or delayed. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT A - SPECIAL PROVISIONS

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

A-14. Provision 13, Indemnification is deleted and replaced with the following:

13. **INDEMNIFICATION.** Each party shall be responsible for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Notwithstanding the foregoing, the State may seek a court order granting it Sovereign Immunity; nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State.

A-15. Provision 16, Notice, is updated with the following addition:

16. Any notice, demand or other communication required or permitted to be given under this Agreement by a party hereto to the other party shall be in writing and deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, or electronic mail, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

A-16. Provision 24, Entire Agreement, is updated with the following addition:

24. This Agreement, together with any and all exhibits and attachments thereto including Contractor's SaaS License Agreement and Contractor's SaaS Maintenance & Support Addendum 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.

A-17. Provision 18, Choice of Law, is updated with the following addition:

Notwithstanding Section 18 Choice of Law, as to whether any Contractor information is confidential, proprietary, or a trade secret shall be determined by Illinois law.

A-1 The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

- 25.1 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, terrorism, pandemic, epidemics, civil unrest, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather, inability to

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT A – SPECIAL PROVISIONS

reasonably obtain supplies (including any and all utilities) or material or labor or any other cause beyond the reasonable control of both parties.

26. 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, in accordance with the order of precedence outlined in Exhibit A, paragraph 29.

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide noncompetitive services or create any noncompetitive deliverables neither of which shall use or have access to Contractor's system, Software, proprietary, confidential, or trade secret information, identified under this Agreement.

28. GOVERNMENT APPROVALS

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

29. 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:

State of New Hampshire, Department of Information Technology Contract Agreement DoIT 2023-067, P-37 through Exhibit B, Attachment 3.

Additional Contractor Provided Documents, Exhibit B, Attachment 5 through Exhibit B, Attachment 9. (see Exhibit G.2)

Contractor Certificates. (see Exhibit G.3)

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STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

Exhibit B - Business and Technical Requirements and Deliverables

The Contractor shall provide Business and Technical Requirements, and Deliverables as set forth in this Exhibit B and pursuant to a mutually agreed upon Statement of Work after the discovery phase.

B-1. Overview

The Contractor shall support the current environment, and convert and host a criminal justice State Message Platform (SMP) System, here in referred to as the System, to support New Hampshire's mission critical criminal justice information service (CJIS) messaging applications, previously referred to as the State Police Online Telecommunications System (SPOTS). The Contractor shall provide the state a license to use its software pursuant to the terms agreed upon by parties through this contract.

The Contractor shall maintain all current system functionality until which time the new system is appropriately implemented as indicated in this Exhibit B

The Contractor shall ensure the System complies to all the provisions set forth in this Exhibit B including the requirements and deliverables defined herein.

B-2. Hosted State Message Platform Conversion – Phase I

The Contractor shall migrate all existing OpenFox® features and functionality from the on-prem system to the fully hosted SaaS Environment in CPI's Data Center located in Bolingbrook, Illinois.

The Contractor to the best of its ability based upon what Contractor controls shall ensure that existing on premise SMP capabilities do not experience unplanned operational interruptions until the System has successfully completed testing and received State Acceptance of production deployment. At a minimum, the Contractor shall:

1. Build, test, and deploy a high availability virtualized System in the Contractor's SaaS Environment to support all State requirements documented and mutually agreed to in the Contractor's Statement of Work.
2. Transfer and convert all OpenFox data, software, and configurations from the current State on-premises system to the System in the SaaS Environment.
3. Provide three operational environments supporting 1) System Integration Test (SIT), 2) User Acceptance Test (UAT), and 3) production deployment.
4. Configure one (1) IPSec Site-to-Site Virtual Private Network ("VPN") tunnel connection from the SaaS Environment to the State's peer device(s) (e.g. firewalls, routers). The SaaS Environment is supported by redundant Contractor firewalls each with redundant power supplies and redundant Internet Service Providers (ISP) within the boundaries of the SaaS Environment.
5. Provide up to twenty-four (24) hours of consultation to the State in order to define and document the network connectivity details between the SaaS Environment and the State network and associated operational end points.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

6. Establish application interface connectivity from the System to all existing State external systems through the VPN tunnel for test and validation of the converted System prior to production launch.
7. Test and validate prior to production, and perform System integration testing to validate that all existing OpenFox functionality and Contractor-accessible operational interfaces associated with the State's current on-premise system as indicated in Section B 9.2.2. Table 4, In Scope Interfaces.
8. Upon State acknowledgement approval of successful User Acceptance Testing, deploy the validated System into production.

B-2.1. Open Fox® NextGen Archive

The Contractor shall migrate the existing OpenFox Archive version 2 to the OpenFox NextGen Archive application. The Contractor shall install and configure the OpenFox NextGen Archive Product in the Contract's SaaS environment in order to store no more than seven (7) years of State transaction data. Additionally, the Contractor shall migrate the existing OpenFox Archive v2 data from the current Production database to the new OpenFox NextGen Archive database.

B-2.2. National Law Enforcement Telecommunications System (Nlets) XML Interface

Nlets has chosen eXtensible Markup Language ("XML") as the standard for interstate sharing of data. The purpose of this project is to update the State's Nlets interface to the currently available Nlets XML standards. This project will bring the State closer to compliance with the Nlets mandate to sunset legacy, non-standard dot delimited text formats (herein referred to as "legacy format"). Bringing the Customer to full compliance with the Nlets mandate is dependent on the in-state repositories or endpoints and may require additional work from CPI, the Customer, and/or third-parties and is outside the scope of this project. The Contractor shall convert all Nlets conformant transactions to the National Information Exchange Model (NIEM) XML schemas provided by Nlets except where noted in the Contractor's Statement of Work and the Site Analysis Report, which is a deliverable of this project.

The Contractor shall provide the solution as a standardized OpenFox® Message Switch, Configurator, and Operator Aid upgrade package, and shall perform a site analysis to determine any non-standard or custom processing currently implemented in the State.

B-2.3. OpenFox® NextGen Hotfiles Application

The Contractor shall migrate the existing OpenFox Hotfiles System to the new OpenFox NextGen Hotfiles System, including, but not limited to, current workflows, NCIC Synchronization, and standardized reporting. The Contractor shall install and configure the OpenFox NextGen Hotfiles Product in the Contract's SaaS environment and migrate the existing OpenFox Hotfiles data from the current Production database to the new OpenFox NextGen Hotfiles database. The Contractor shall configure the OpenFox® NextGen NextGen Hotfiles application to support all currently configured NCIC 2000 transactions and record types, including Entry, Modify, Query, Cancel, Clear and Locate capabilities. Capabilities include but are not limited to:

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

- Workflow and NCIC Synchronization
- Flexible Response Formats
- Record retention and purges
- Backup and Restore as defined in Exhibit B 11.2.4.
- Reporting

XML Support excluding N3G Interface, NCIC XML transaction processing, III XML transaction processing, and NICS XML transaction processing.

B-2.4. OpenFox® NextGen Online Validation Application

The Contractor shall provide the OpenFox® NextGen Online Validation system application that shall support monthly validations of NCIC data received from law enforcement agencies. The Contractor shall update the current manual validation system by providing a secure, encrypted communication pathway through the system and download the NCIC file to the server, then execute a script which will load the validation database with records from the NCIC file.

The Contractor shall ensure an automatic initiation of the activity via a file download and utilize it for the validation transaction processing and reporting.

B-3. Hosted State Message Platform – Phase II

Post conversion of the System to the SaaS Environment, the deliverables outlined below shall be initiated solely upon request of the State, and subject to the approval of the Governor and Executive Council. If requested by the State and approved by the Governor and Executive Council These deliverables shall be provided at the cost rate indicated in Exhibit C, Section C-10 Table 10. Accordingly, the Contractor shall develop, configure, test, deploy, and maintain the following new products, systems, and functionality:

1. External System interfaces
 - a. National Criminal Information Center (NCIC) XML Interface
 - b. Interstate Identification Index (III) XML Interface
 - c. National Instant Criminal Background Check (NICS) XML Interface
2. Disaster Recovery System project located at the Nlets facility.
3. Query Criminal History Log (QCHL) Reports project
4. MRI Numbers to Spill Messages project
5. Contact Person Notification Program project

B-4. Compliance Requirements

The Contractor represents, warrants, covenants, and agrees that, at a minimum at all times, the System shall comply with the provisions of this section.

B-4.1. Criminal Justice Information Services (“CJIS”) Compliance

The Contractor shall fully comply with FBI Criminal Justice Information Services (“CJIS”) Security Policies and any future updates, revisions and/or replacements.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

(a) CJIS Compliant SaaS Environment

Be hosted and maintained by the Contractor in a CJIS compliant, secure SaaS Environment, providing all necessary hardware, software, System and database administration and internet bandwidth to manage the application, including all test, and production environments in the System. The SaaS Environment shall comply with the hosted solutions policy set forth in Exhibit B Attachment 1, Hosted Solution Policy.

- (i) In the event that the Contractor and/or the State is made aware that the utilized SaaS Environment fails to fully comply with the CJIS requirements, the Contractor will work with the State to remediate defined issues/items which may include migrating to another CJIS compliant SaaS Environment.
- (ii) If CJIS compliance in a SaaS Environment is attained through the use of CJI encryption, the Contractor and the State shall be the only encryption key holders.
- (iii) The Contractor shall not migrate to another SaaS Environment without the knowledge and express written consent of the State.

(b) CJIS Security Policy

The Contractor hereby represents and warrants that:

- (i) the Contractor has reviewed and is knowledgeable about, and experienced addressing, CJIS Security Policies, and
- (ii) the Contractor and the SaaS Environment will comply with all of the security protocol, data security and other policies and procedures set forth in the most recent applicable version of the CJIS Security Policy including the current incorporated CJIS Security Addendum attached herein as Exhibit B Attachment 2, and any future updates, revisions and/or replacements.
- (iii) the Contractor and the System shall, remain compliant with the most recent applicable version of the CJIS Security Policy, and with future CJIS versions, as CJIS may be updated from time to time. The Contractor shall, on an annual basis, certify in such form as the State may reasonably request that the Contractor and the System are compliant with their current CJIS version. In the event that the State notifies the Contractor that the System is any way non-compliant with CJIS, then the Contractor shall immediately utilize diligent, continued efforts to modify the System so that it becomes and remains CJIS compliant.

(c) Audit

The State may, during the term of the Agreement, audit (or engage a third party to audit) the Contractor and the System to ensure that the SaaS Environment is compliant with the current CJIS Security Policy. Such an audit may include the analysis of records including but not limited to record keeping, discussions with the Contractor's employees and subcontractors, and testing of the System. The Contractor shall promptly provide to the State information

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

requested by the State in connection with the audit and otherwise cooperate with the State regarding such audit.

In the event that the audit shows that the Contractor or the SaaS Environment is not

- (i) In full compliance with any CJIS policy, protocol or procedure, then the Contractor shall promptly take such action as is necessary to attain CJIS compliance and upon achieving compliance, certify in writing to the State that it has done so, and
- (ii) In the unlikely event that the Contractor and/or the State is made aware that the SaaS Environment fails to comply with the CJIS requirements, through a CJIS or Niets audit, the Contractor shall have a reasonable amount of time to cure consistent with CJIS and Niets standards. The Contractor will work with the State to remediate the situation, and, if necessary, may migrate to another CJIS compliant Hosted Environment. The Contractor will not migrate to another Hosted Environment without the knowledge and consent of the State.

(d) Reference and Background Checks

- (i) Per the enforced CJIS Security Policy CSP Section 5.12.1, Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted Criminal Justice Information (CJI), the State shall conduct criminal background checks of the Contractor's employees who hold access to CJI data. If a record of any kind exists, access to CJI data shall not be granted until the State CJIS Systems Officer (CSO) or his/her designee reviews the matter to determine if access is appropriate.
- (ii) The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees, agents, and subcontractors. The Contractor must ensure that the Contractor's employees, agents, and subcontractors comply with CJIS Policy, as defined in Section B-4 of this Exhibit.
- (iii) The State may, at its sole expense, conduct CJIS reference and background screening of the Contractor's Project Manager, the Contractor's Key Project Staff, and all other Contractor staff, as well as all employees of any subcontractor. The State shall maintain the confidentiality of CJIS background screening results in accordance with the *General Terms and Condition Form, P-37, paragraph 3.1* (as may be modified in Exhibit A) and this Exhibit.

B-4.2. New Hampshire Statewide Security Compliance

The Contractor shall fulfill the State security requirements listed in this Section B-4.2.

1. Adherence to requirements set forth in the Statewide Information Security Manual, New Hampshire Statewide Information Security Manual (nh.gov) upon conversion to SaaS.
2. Complete and submit the State Vendor Risk Assessment Report, see Exhibit B, Attachment 3, and the Systems and Organization Controls 2 (SOC2) report in the timeframe as indicated in Table 2, SaaS Conversion Project Deliverables and Timing.

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT B - SCOPE OF WORK - BUSINESS AND TECHNICAL REQUIREMENTS

3. Submission of vulnerability scans and remediation actions taken based on associated results as described in Section B-10.9.1.
4. Penetration testing results including any remediation actions taken based on associated results; see Section B-10.9.2.

B-5. Activities, Deliverables, or Milestones

The Contractor shall conduct the activities, create the deliverables, and complete the milestones in Table 1: Activities, Deliverables, or Milestones - Phase I Projects

For all Phase I projects (i.e. SaaS Conversion, OpenFox® NextGen Archive, NLETS XML Interface, OpenFox® Validations, and OpenFox® NextGen Hotfiles), if provided for in Contractors' Project SOW and agreed to by the State.

Table 1: Activities, Deliverables, or Milestones - Phase I Projects

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT	
1. Conduct Project Kickoff Meeting	Non-Written
2. Deliver Phase I Work Plan	Written
3. Conduct Requirements Analysis and Deliver Associated Reports	Non-Software/Written
4. Delivery and Acceptance of Statement of Work	Written
5. Deliver Communications and Change Management Plan	Written
6. Deliver System Interface Plan and Design/Development	Written
7. Deliver Data Conversion Plan and Design, if applicable	Written
8. Deliver Testing Plan	Written
9. Deliver Production Cutover Plan	Written
10. Provide Software Licenses (if needed)	Written
11. Deliver Documentation of Operational Procedures	Written
TEST ACTIVITIES	
12. Review and Provide feedback to the State's User Acceptance Test Plan	Written
13. Setup of System Integration and User Acceptance Test Environments	Written
14. Install Configured and Operational Software to Satisfy State Requirements	Software
15. Provide Fully Tested Data Conversion Software, if provided for in Contractors' Project SOW and agreed to by the State	Software
16. Test In-Bound and Out-Bound Network and Application Interfaces	Software
17. Conduct Training of User Acceptance Test Teams, if provided for in Contractors' Project SOW and agreed to by the State	Non-Software
18. Conduct Data Conversion Testing, if provided for in Contractors' Project SOW and agreed to by the State	Software

Page 23 of 80
 Contractor Initials: KS
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

19	Notification of User Acceptance Test Authorization	Written
20	Conduct Training of Day in the Life Testers, if provided for in Contractor's Project SOW and agreed to by the State	Non-Software
21	Conduct System Performance (Load/Stress) and Security Testing if provided for in Contractor's Project SOW and agreed to by the State	Non-Software
22	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software
23	Test Acceptance State Sign-Off	Written
END USER TRAINING		
24	Provide End User Training Materials if provided for in Contractor's Project SOW and agreed to by the State	Written/Non-Software
25	Conduct Training of End Users, if provided for in Contractor's Project SOW and agreed to by the State if applicable	Non-Software
SYSTEM DEPLOYMENT		
26	Install Configured and Operational Software in Production Environment	Software
27	Converted Data Loaded into Production Environment, if provided for in Contractor's Project SOW and agreed to by the State	Software
28	Production Environment Validation of Installation and Data Conversions	Non-Software
29	Cutover to New Software	Non-Software
30	Provide Documentation of System Deployment	Written
31	(Not applicable)	
32	State Acceptance of System and PROD	Non-Software
OPERATIONS		
33	Ongoing Hosting Support	Non-Software
34	Ongoing Support & Maintenance	Software
35	Conduct Project Exit Meeting	Non-Software

For the SaaS Conversion project, the Contractor shall deliver the milestones listed in Table 2 in the noted time frames with respect to the Contract Effective Date.

Table 2. SaaS Conversion Project Deliverables and Timing

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	TIME FRAME
1. Conduct Project Kickoff Meeting	Non-Written	15 days
2. Deliver final Work Plan	Written	30 days
3. Submit Vendor Risk Assessment (VRAR) Report	Written	30 days
4. Deliver SaaS System Specification	Written	30 days
5. Deliver Network Change Plan	Written	45 days
6. Deliver Security Plan	Written	30 days

Page 24 of 80

Contractor Initials: K.S.

Date: 5-30-23

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

7	Submit SOC2 Report	Written	60 days/annually thereafter
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All additional deliverables outlined in Table 3 shall be initiated solely upon request of the State subject to the approval of the Governor and Executive Council. These deliverables shall be provided at the cost rate indicated in Exhibit C, Price and Payment Schedule, Section C-10.

Table 3: Phase II Activities, Deliverables, or Milestones

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	
Disaster Recovery (DR)		
1.1	Milestone 1 - Delivery and Acceptance of Statement of Work VPN Network Tunnel Connectivity	Written/Software
1.2	Milestone 2 - Planning & Prerequisites Complete Project Kick-off meeting Project Plan/Schedule Project Control Log (PCL)	Written
1.3	Milestone 3 - Test Acceptance State Sign Off Complete Perform CPI Testing Deliver configuration to UAT Notification of UAT - UAT to begin	Written/Software
1.4	Milestone 4 - Validation and UAT Testing Testing Performed by the customer Signed UAT acknowledgement from customer DR Activation Steps Document	Written/Software
1.5	Milestone 5 - State Acceptance of System and PROD Complete Deployment planning and testing activities Project Acceptance Form	Written/Software
1.6	Milestone 6 - Project Transition and Closure Complete Project Closeout Activities Completed	Written
2	QCHL Reports	
2.1	Milestone 1 - Delivery and Acceptance of Statement of Work	Written
2.2	Milestone 2 - Planning & Prerequisites Complete Project Kick-off meeting Project Plan/Schedule Project Control Log (PCL)	Written
2.3	Milestone 3 - Test Acceptance State Sign Off Complete Perform CPI Testing Deliver configuration to UAT Notification of UAT - UAT to begin	Written/Software

Page 25 of 80
 Contractor Initials: K.S.
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

2.4	Milestone 4 - Validation and UAT Testing Testing Performed by the customer Signed UAT acknowledgement from customer	Written/Software
2.5	Milestone 5 – State Acceptance of System and PROD Project Acceptance Form	Written/Software
2.6	Milestone 6- Project Transition and Closure Complete Project Closeout Activities Completed	Written
3	NCIC N3G XML Conversion	
3.1	Milestone 1 – Delivery and Acceptance of Statement of Work Analysis Report	Written
3.2	Milestone 2 - Planning & Prerequisites Complete Project Kick off meeting Project Plan/Schedule Project Control Log (PCL)	Written
3.3	Milestone 3 - Test Acceptance State Sign Off Complete Perform CPI Testing Deliver configuration to UAT Notification of UAT - UAT to begin	Written/Software
3.4	Milestone 4- Validation and UAT Testing Testing Performed by the customer Signed UAT acknowledgement from customer	Written/Software
3.5	Milestone 5 – State Acceptance of System and PROD NCIC Wanted Person Key Set Promotion Complete Configure and promote NCIC Wanted Person queries and Responses to PROD Acceptance Form	Software
3.6	Milestone 6- NCIC Wanted Person Key Set Promotion Complete Configure and promote NCIC Wanted Person queries and Responses to PROD Acceptance Form	Written/Non-Software
3.7	Milestone 7-Project Transition and Closure Complete Project Closeout Activities Complete	Non-Software
3.8	Milestone 8-NCIC Key Set Configuration Complete Configure, test and promote NCIC MKE to PROD	Software
4	III N3G XML Conversion	
4.1	Milestone 1 – Delivery and Acceptance of Statement of Work III Analysis Report	Written

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

4.2	Milestone 2 - Planning & Prerequisites Complete Project Kick off meeting Project Plan/Schedule Project Control Log (PCL) Security Configuration Verified	Written
4.3	Milestone 3 - Test Acceptance State Sign Off Complete Notification of User Acceptance Testing	Written/Non-Software
4.4	Milestone 4 - Validation and UAT Testing Testing Performed by the customer Signed UAT acknowledgement from customer	Written/Software
4.5	Milestone 5 – State Acceptance of System and PROD Testing and approval to configure and promote III message keys to PROD Project Acceptance Form	Software
4.6	Project Transition and Closure Complete Project Closeout Activities Completed	Non-Software
5	NICS N3G XML Conversion	
5.1	Milestone 1 – Delivery and Acceptance of Statement of Work NICS XML Analysis Report	Written
5.2	Milestone 2 - Planning & Prerequisites Complete Project Kick off meeting Project Plan/Schedule Project Control Log (PCL) Security Configuration Verified	Non-Software
5.3	Milestone 3 - Test Acceptance State Sign Off Complete Notification of UAT Testing	Software
5.4	Milestone 4 - Validation and User Acceptance Testing Testing performed by state Signed UAT Acceptance Form Written acknowledgement from customer Written approval for contractor to move delivered project to scope production	Software
5.5	Milestone 5 – State Acceptance of System and PROD Project Acceptance Form	Software
5.6	Milestone 6 - Project Transition and Closure Complete Project Closeout Activities Completed	Non-Software
6	Contact Person Notification	
6.1	Milestone 1 – Delivery and Acceptance of Statement of Work	Written

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

6.2	Milestone 2 - Planning & Prerequisites Complete Project Kick off meeting Project Plan/Schedule Project Control Log (PCL)	Written/Software
6.3	Milestone 3 - Test Acceptance State Sign Off Complete Notification of UAT Testing	Software
6.4	Milestone 4 - Validation and UAT Testing Testing Performed by the customer Signed UAT acknowledgement from customer	Written/Software
6.5	Milestone 5 – State Acceptance of System and PROD Project Acceptance Form	Written/Software
6.6	Milestone 6 - Project Transition and Closure Complete Project Closeout Activities Completed	Non-Software

B-6 Deliverable Review and Acceptance

B-6.1. Non-Software and Written Deliverables Review and Acceptance

For each deliverable or milestone set forth in Section 6 of the Contractors SOW, The Contractor will deliver to the State a Deliverable/Milestone Acceptance Form (the "Form"). The State shall have ten (10) business days after each tender of a deliverable, or the Contractors claim of milestone completion to complete and return the Form to the Contractor. The State shall have the ability to request an extension of the deliverable acceptance as agreed upon by both parties.

If the State believes that the Contractor failed to meet the Specifications set forth in Section 7.2 Acceptance Criteria, from the Contractor's SOW, then the State shall provide the Customer a detailed description in writing that explains how the milestone or deliverable fails to meet the Specifications and any other reason for rejection (a "Rejection"). In the event of a Rejection, the Contractor shall promptly take steps to remediate any non-conformities described in the Rejection within a mutually agreed upon time period. Upon the Contractor's delivery of a Cure, the Customer shall have ten (10) business days thereafter to accept or reject the Cure via the Form. A Cure procedure shall be repeated until the deliverable or milestone is accepted.

B-6.2. 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 in Appendix B-10.

B-6.3. 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.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

B-6.4. Conditional and Unconditional Acceptance

B-6.5. The State reserves the right to reject the deliverable, in whole or in part, within a reasonable period of time as explicitly documented in the Work Plan after discovery of deficiency in the system, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

B-6.6. Change Order

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

The 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. In instances in which a contract amendment of this agreement is not required, the State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within sixty (60) 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 shall require amendment of this Agreement and approval by the Governor and Council:

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

B-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 Contractor shall employ effective communication and reporting strategies to ensure project success. The Contractor Key Project Staff shall participate in meetings virtually as requested at the mutual agreement of the Contractor and the State, in accordance with the requirements and terms of this contract.

The project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The State shall provide all necessary resources to perform its obligations under the Contract. The State and the Contractor shall be mutually responsible for providing all appropriate resources, including third-party personnel, to manage this project to a successful completion.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

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

B-7.1. The Contractor Key Project Staff

B-7.1.1. The Contractor's Contract Manager

The 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:

Marc J. Smith
(312) 523-5020
msmith@openfox.com

B-7.1.2. The Contractor's Project Manager

The 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:

Steven Gartner
(630) 754-8820 x157
sgartner@openfox.com

The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview.

The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within four (4) hours of inquiries from the State.

B-7.1.3. Change of Project Manager

The Contractor shall 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. The Contractor shall assign a replacement Project Manager within ten

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

(10) business days of the departure of the prior Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent project management services through a qualified interim Project Manager.

B-7.1.4. The Contractors Additional Key Project Staff

The 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.

B-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.

B-7.2. The State Key Project Staff

B-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:

Ron Reed
IT Manager, Department of Safety (DOS)
ronald.w.reed@doit.nh.gov

B-7.2.2. The State Project Manager

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

Captain Victor G. Muzzey
Commander, Justice Information Bureau
victor.g.muzzey@dos.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;

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

B-7.2.3. Right to Remove Individuals

The State shall have the right at any time to request the Contractor remove from interaction with the State any representative who the State has determined, and shown proof of, performance or actions that have resulted in a detriment to the working relationship and delivery of the services set forth in this agreement between the Contractor and the State. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

B-8. Implementation Services

B-8.1. Project Management Meeting and Reports

The Contractor Key Project Staff shall participate in meetings as needed and at the mutual judgment of the Contractor's and State's Project Manager, in accordance with the requirements and terms of this Contract. The meeting(s) shall be conducted virtually, unless mutually agreed otherwise. Unless otherwise agreed to by the State, the Contractor shall prepare agendas and background for and minutes of meetings. At minimum, background for each meeting must include an updated Work Plan. Drafting of formal project-related presentations, such as a presentation for the kickoff meeting, shall also be the Contractor's responsibility.

- a. **Introductory Meeting:** Participants shall include the Contractor's Key Project Staff and State Project leaders from both DOS and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants shall include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants shall include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings shall be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. The status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** Work Plan must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

Page 32 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

- f. Quarterly Executive Status Meetings: Participants shall include Contractors senior executives. This meeting is to provide executive level status updates on key project milestones and to provide insight on milestones to be achieved in the next quarter.
- g. Post Go Live Meeting: Participants shall include project leaders from the Contractor and the State. Discussion shall focus on lessons learned from the project and on follow up options that the State may wish to consider.

B-8.1.1. Reports

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

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Risk Assessment;
- f. Future activities; and
- g. Report and remedies in case of falling behind the Schedule.

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

B-8.1.2. Work Hours During Implementation

During the Implementation period, the Contractor's personnel shall work between 8:00 am and 5:00 pm Central Time, eight (8) hour days, forty (40) hour weeks, excluding Contractor and Federal holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

B-8.2. Implementation Strategy

B-7.2.1. Key Components

The Contractor shall employ an industry-standard implementation strategy in accordance with the Work Plan.

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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

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

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

B-8.2.2. Timeline

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

B-8.2.3. Change Management

The Contractor shall provide system environments including System Integration Test, UAT environment and production environment. The Contractor shall promote changes from its Development environment to the UAT environment upon approval to do so by the State. Once the State has completed its UAT and authorized the Contractor to move the changes to production, the Contractor shall copy the current production environment to the SIT environment and apply the changes. Once the Contractor and the State complete their final validation of the changes, the Contractor shall apply the changes to production at the mutually agreed to date and time.

B-8.2.4. System Environment

During the Implementation period, the Contractor shall provide all required system environments which shall include environments needed for Development and Integration Testing. The Contractor shall make available to the State the User Acceptance Testing environment and production environments when required by the Work Plan or Day in the Life Testing. The Contractor shall provide a deployment plan transition the System to the production environment.

B-9. Work Plan

In conjunction with the Contractor's Project Management methodology, the Contractor's Project Manager and the State Project manager shall finalize the Work Plan as indicated in Table 2 and as defined in *General Terms and Condition Form, P-37, paragraph 3*, and further refine the tasks required to implement the Project.

The Work Plan shall include at a minimum, a detailed description of the schedule, deliverables, major milestones, dependencies, and payment schedule. The Work Plan shall also address intra-

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

task dependencies, resource assignment (both State and Contractor's team members), and establish the project's schedule. The Contractor shall provide the State with the deliverables and services in accordance with the timeframes set forth in the Work Plan.

B-9.1. Updates To the Work Plan

The Contractor shall update the Work Plan as necessary, but no less than every two (2) weeks, to accurately reflect the status of the project, including without limitation, the schedule, tasks, deliverables, major milestones, task dependencies, and payment schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into the Work Plan.

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

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

In the event additional time is required by the Contractor or the State to correct Deficiencies, the Schedule shall not change unless agreed in writing by the State. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, any substantial changes as agreed upon by both parties, will be subject to the Project Change Request process agreed to in section B-6.5

B-9.1.2. Preliminary Work Plan The preliminary Work Plan created by the Contractor and the State is set forth in Exhibit B, Attachment 6, Preliminary Work Plan. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the project. This plan shall identify the deliverables, major milestones, , and a payment schedule required to implement the Project. It shall also, resource allocations (both State and The Contractor's team members), refine the project's scope, and establish the project's schedule

B-9.2. Conversions

The Contractor shall provide full data conversion services which include, but are not limited to performing data mapping, development of data conversion scripts and procedures for all legacy OpenFox system data. The Contractor shall run test data conversions and present results to the State for review.

The State shall provide the Contractor with access to, or copies of, the legacy data for conversion analysis and testing. The Contractor shall not convert system transaction logs from the on-premises State Message Platform.

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

The Contractor is not responsible for delays to acquire the data extracts from any third-party company(s) that the State currently contracts with and/or delays the State may encounter extracting data from its applications to be converted into the on-premises State Message Platform.

The Contractor shall lead the mapping of legacy Data to the Contractor Application with assistance from the State.

B-9.2.1. Conversion Testing Responsibilities

The Contractor team and the State, based on their assigned conversion responsibilities, as set forth in this Exhibit B-10: *Acceptance and Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the project specifics, test the business process, and compare with the documented expected results.

The Contractor team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.

The State shall be responsible for documenting the technical specifications of all programs that extract and format data from the legacy systems for use by the conversion processes.

The Contractor team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.

The State and the Contractor teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.

The State and the Contractor teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

B-9.2.2. Interfaces

Contractor will perform analysis during the Discovery Phase to identify/confirm the application interfaces to be implemented for the project as set forth in Table 4: In-Scope Interfaces. The State shall be responsible for the network connections to all State and external systems. The Contractor shall maintain the current application interfaces as indicated in the table below.

Table 4: In-Scope Interfaces

Interface	Description
National Crime Information Center (NCIC) P&P	Traffic to and from NCIC (FBI)
NCIC III	Traffic to and from NCIC (FBI) for Interstate Identification Index
DQ Transactions	Specific Traffic to and from the state DMV System for drivers.
KQ Files	Specific Traffic to and from the state DMV System for driver histories.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

Interface	Description
BQ Files	Specific Traffic to and from the NH Natural Resources System
Wild Life Server	Traffic to and from the NH Natural Resources System
Automated CCH Files	Unsolicited CCH transactions to the in-state CCH database
MAAP NLETS Inquiries in GJXDM and NIEM format	RQ-Search Vehicle Registration by Vehicle VIN #, Plate #, Plate Type, Owner Name (Person or Corporation) TI-Search Title by Vehicle VIN # BQ-Search Boat by HIN #, BOW #, Owner Name (Person or Corporation) HPQ-Search Handicap Placard by Placard #, Owner (Person or Corporation)
RQ Files	Specific Traffic to and from the state DMV System for registrations.
In-state Files	Traffic to and from the Hotfiles database
Discard File for LIS	Separate queue for LIS transactions to store online for retrieval for review
NCIC NICS	Specific Traffic to and from NCIC (FBI) for NICS (Instant Check) for gun purchases.
Criminal History System	Traffic to and from the new NH CCH System.
SA Non-automated Spill File	Traffic to and from the in-state CCH system for manual processing of transactions
NIST File	(currently unused) route for NIST transaction processing
NIST File	Current location for processing NIST transactions
Test CHS File	Traffic to and from the new CCH Test System.
Hot File Interface - Recent Inquiry	Specific Traffic to and from the OpenFox® Hotfiles
VISION Web Service Interface	Traffic to and from NH DMV System via new interface protocol.
CCH Web Service	Traffic to and from NH CCH System via new interface protocol including traffic originating from CHRI. GunLine application such as MNQ message.

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

Interface	Description
CCH Unsolicited from NCIC SSO MSO PIR NPR	Unsolicited Traffic from NCIC (FBI). Provider support for various III messages such as EXP(FBI Number Expunged), NMS(Non matching SID in FBI system), PIR(Prior Record-SID Number Entered in NCIC III Record), NPR(No Prior Record-NCIC III Record Established), RNP(SID Rejected-No Prior III Record), RPR(SID Rejected-Prior III Record), MSO(Multi-Source Offender Status), SSO(Single-Source Offender Status), FREE(Free Text Message), DRS(Expunge), DSP(Electronic disposition message), and various \$ messages.
Extra Nlets Transactions	Redundant Interface for Traffic to and from Nlets
VISION Web Service Duplicate Station	Redundant interface to NH DMV System.
Extra Nlets Transactions MNQ OLN	Specific Traffic to and from Nlets
VISION Extra for KQ	Redundant interface to and from the NH DMV.
VISION Extra for KQ OLN	Specific Traffic via a redundant interface to and from the NH DMV.
National Sex Offender Registry (NSOR)	Traffic for SOR message keys such as EXS(Sexual Offender Record Entry), MXS(Modify Sexual Offender Record), CXS(Clear Sexual Offender Record), XXS(Cancel Sexual Offender Record), EXSN(Enter supplemental record), XXSN(Cancel supplemental record), QW(Sexual Offender Record Inquiry), QXS(Sexual Offender Record Inquiry)
National Instant Criminal Background Check System (NICS)	Traffic for NICS message keys such as EDP(Add NICS Index Record), MDP(Modify NICS Index Record), XDP(Cancel NICS Index Record), XDP(Supplement NICS Index Record), QDP(Display NICS Index Record)
Nlets	Traffic to and from Nlets
MAAP (File Transfer)	Titles Vehicles
CSI CAD/RMS	NCIC queries
IMC	NCIC Queries
State Police Electronic Ticketing Server (ETS)	Traffic for of State Police ticketing information to JI Switch (CPI), Vision (DMV) and Odyssey (Courts).

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

Interface	Description
NH Justice Bureau Odyssey	Traffic for Initial Case Creation (PBM, MA, Criminal Complaints) from Local/State Law Enforcement agencies in NHJB Case Mgmt. System (Odyssey). Provide support for electronic transfer of CAAFF and DISPOSITION from NHJB to both NH SP E-Ticket server and to the IMC local agencies.
Uniform Charge Table (UCT).	Provide support related to transfer of new UCT releases to agencies that use IMC system.
CPI Messenger Client	Graphical User interface to the XML Interface to OpenFox® Message Switching System
NH Department of Corrections	File Transfer

For any interfaces which require conversion from current on-premise interfaces, the following list defines the associated responsibilities of the Contractor and State:

- The Contractor is responsible for the design of all OpenFox required interfaces. The Contractor shall develop, obtain State approval and maintain all interface control documents (ICDs) to define all required interfaces as indicated in Section 9.2.2 Interface, Table 4, ICD can include multiple interfaces as agreed upon by both parties. To the greatest extent possible, the designs will use existing Application Program Interface (APIs) from the distant end system.
- The State shall coordinate the testing schedule for all interfaces configured in the system.
- The Contractor and the State shall document the functional and technical Specifications for the interfaces.
- For all applicable interfaces with other vendors or Government systems the Contractor shall develop the interface to conform to the other Vendor or Government systems requirements.
- The Contractor shall lead the review of functional and technical interface Specifications.
- The State shall assist the Contractor with the resolution of problems and issues associated with the development and implementation of the interfaces.
- The Contractor and the State shall collaborate to develop the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept the Test Plan.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State and the Contractor shall collaboratively develop and test all legacy application changes needed to accommodate the interfaces.
- The State shall be responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.

Page 39 of 80

Contractor Initials: JKS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

- To the extent permitted by law, the State shall submit any applications and/or documents of justification that are required by the third-party vendors and/or government entities.

B-10. Acceptance and Testing Services

The State shall be responsible for User Acceptance Testing as further described in Section 10.5., and conduct Day in the Life testing as outlined below. The State shall provide the Contractor with all user test cases necessary. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include, but not limited to, planning, test scenario and script development, data and system preparation for testing, and execution of unit tests, system Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review, User Acceptance Test, and support of the State during and Implementation.

Each round of the Day in the Life testing shall consist of the following steps:

1. Take the legacy production data and migrate it to UAT. a "snapshot" of the legacy data from a specified date and time at the end of a business day.
2. Make copies of all transactions processed during a specified time period (usually 2-3 hours), including a specified number of users, at the beginning of the business day following the snapshot.
3. Load the snapshot into the new system and validate the conversions.
4. Instruct users to enter the copied transactions into the new system.
5. Audit the new system to ensure all transactions succeed and results matched those of the legacy system from the day of the original transactions.

Testing of the System, as a whole, or any module or other portion of the System shall include at least three (3) rounds of Day in The Life Testing, or at the State's request, and in no event shall the System be deemed to be accepted by the State unless and until the System passes the Day in The Life Testing. The processes and procedures for the Day in the Life Testing shall be determined by the State based on such factors as the State deems necessary (which may include using of legacy data from one or more specific dates, copying transactions and converting to the new System, verifying with reports that the data was properly processed, and comparing old reports to the newly generated reports).

B-10.1. Test Planning and Preparation

The State in collaboration with the Contractor shall develop and finalize an overall Test Plan. The Plan shall include, at a minimum, identification, preparation, and documentation of planned testing, test scenarios, applicable and test criteria, and expected results, specifications that must be satisfied for an Acceptance Test to be passed.

As identified in the Acceptance Test Plan and documented in accordance with the Work Plan and the Contract, State testing shall commence upon the Contractor's Project Manager's notification, in

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT.2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State shall use commercially reasonable efforts to commence its testing within five (5) business days, unless mutually agreed otherwise, of receiving notification from the Contractor that the State's personnel have been trained and the system is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in the UAT environment independent from the Contractor's development environment.

Testing ends with respect to the deliverable or portion of the deliverable being tested pursuant to the requirements of this Section B-10

B-10.2. System Integration Testing

The Contractor shall test the new system in integration with other application systems (legacy and service providers) in a production-like environment as defined in this Exhibit B; Table 4, In Scope Interfaces to the extent possible, in a production-like environment as defined in this Exhibit B; Table, In Scope Interfaces. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test shall be performed in the System Integration Test environment. Thorough end-to-end testing, to the extent possible, with the configured State interfaces and State-provided connection endpoints, shall be performed by the Contractor and State team(s) to confirm that the Application as identified in Section B-2, integrates with the specified interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications and disparate systems. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Table 5. System Integration Test Activities and Responsibilities

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties to the extent possible and includes transmission of all electronic documents.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications.

Page 41 of 80
 Contractor Initials: KCS
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

	<ul style="list-style-type: none"> • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Work Products and Deliverables	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly to the extent possible and available at the time of testing.

B-10.3. Conversion Validation Testing

The Contractor shall conduct Conversion Validation Testing of target applications to ensure data is valid and consistent.

Table 6. Conversion Validation Test Activities and Responsibilities

Table 6. Conversion Validation Test Activities and Responsibilities

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

B-10.4. Installation Testing

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

Page 42 of 80
 Contractor Initials: K.S.
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

B-10.5. User Acceptance Testing (UAT)

The State shall perform UAT testing, beginning upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

As described in Table 7, the User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

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

Table 7. System User Acceptance Testing and Responsibilities

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Track and report all functionality issues during points of the testing phase as reported by the State. • Run SIT testing prior to finalizing the acceptance test plan. Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Work jointly with the Contractor to draft a User Acceptance Test Plan including State provided sets of data for use during User Acceptance Test Plan and provide feedback as to necessary adjustments. • Provide Acceptance of the validated Systems.
Work Product to be Submitted	These results provide evidence that the new System meets the User Acceptance criteria defined in the Contractor's Statement of Work.

B-10.6 Scope

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

Page 43 of 80.
 Contractor Initials: KS
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

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

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

B-10.7 Test Types

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

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing shall determine if the behavior of the System can be sustained over a three (3) to six (6) hour period of time while running under expected conditions. Load tests help to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization shall be measured and recorded.

B-10.7.1 Tuning

The Contractor shall administer tuning during both the development of the application as identified in Section B-2 and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

B-10.8. Regression Testing

The State shall notify the Contractor, in writing, of the nature of the testing failures that require correction, as a result, of the user testing activities. The Contractor shall be required to perform additional testing activities in response to State and/or user problems identified from the testing results to determine the root cause of the failure.

In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. The Contractor shall be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

B-10.9. Security Review and Testing

The Contractor shall ensure all components of the Software have been reviewed and tested to ensure they protect the State's hardware and software and its related data assets (see Table 8). Tests shall focus on the technical, administrative, and physical security controls that have been designed

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK - BUSINESS AND TECHNICAL REQUIREMENTS

into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, address each of the service components listed in Table 8 below. Test procedures shall include penetration tests and application vulnerability scanning.

Table 8. Services Component Definition

Services Component	Define the set of capabilities that
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Contractor shall provide results of all security testing to the Department of Information Technology for review and Acceptance Prior to the System being moved into production. The Contractor shall ensure all Software and hardware shall be free of malicious code (malware) to the extent possible given information known at the time of deployment.

B-10.9.1. Vulnerability Scanning

The Contractor shall meet the Vulnerability Scanning requirements through adherence to the FBI CJIS policy.

B-10.9.2. Penetration Testing (Non-PCI Environment)

The Contractor shall provide certification that the Software and System environment has undergone penetration testing in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-115. The State requires that the Contractor has this testing performed annually by a qualified third-party vendor who is contracted with the Contractor and CJIS compliant with the State, and after every major upgrade. The contractor shall email the results of penetration testing including outcome of any associated remediation actions to NH-CIC@DOIT.nh.gov.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

B-10 System Acceptance

Upon successful conclusion of all phases of the System testing and successful System deployment, the State will issue a Letter of System Acceptance.

B-11. Maintenance, Operations, and Support

B-11.1. System Maintenance

The Contractor warrants that the System shall operate and conform to the Specifications, terms and requirements of the Contract. The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the Contract Completion Date, as defined in *General Terms and Condition Form, P-37, paragraphs 1.7.*, and in accordance with the Contract. The Contractor shall also maintain the System so that it meets, and conforms to the Warranties set forth in Section B-12.

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

B-11.1.1. Maintenance Releases

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost. The Contractor shall install and update all server patches, updates and other utilities to the Staging/Development environment within sixty (60) days of release from the manufacturer. Upon the testing and acceptance of the State, the Contractor will update the Live application(s). All Hardware and Software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, shall be applied within sixty (60) days of release by their respective manufacturers. A regularly scheduled, mutually agreeable, maintenance window shall be identified at which time all relevant server operating system and application system patches and upgrades shall be implemented.

B-11.1.2. Reports

The Contractor shall provide monthly reports within ten (10) days following the reporting period, including content and format determined by the State, on Maintenance, Operations, and support services including but not limited to OS Updates, Application Updates, Server Performance, System up times/down time, CPU usage, backups, support calls and Contractor response times, system response times, any failovers, redundancy, bandwidth utilization.

B-11.1.3. Meetings

- a. The Contractor shall attend all maintenance, operations, and support meetings set forth in this section. Meetings shall be conducted virtually unless agreed to by both parties in writing.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

- b. Annual Executive Meetings: Participants shall include, but not limited to, the Contractor senior executive. The Contractor shall provide an overview of maintenance, operations and support activities for the prior year including system performance compared to System Support Obligations below, review of system outages, open support items, and identified risks. The Contractor shall provide an overview of all system enhancements, upgrades and any other significant events for the upcoming year.
- c. Monthly Meetings: Participants shall include the parties' Project Managers. Purpose of the meeting shall be to, at a minimum, review monthly statistics, monthly system performance reports, open support issues, planned system upgrades and maintenance.

B-11.2. System Support Obligations

Timely and full response to any outage is a critical component of the maintenance, operations and support services provided under this Contract.

The Contractor shall be responsible for performing remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained in the Contract.

B-11.2.1. Incident Response Service Levels

- a. See Schedule A to Attachment 7 of Exhibit B Contractor's Maintenance & Support Addendum.

B-11.2.2. Incident Response Service Thresholds

The Contractor's incident response and incident resolution service thresholds during any month shall be as follow:

	Threshold/Service Level
Incident Response	
Severity 1 and 2	99%
Severity 3 and 4	95%
Incident Resolution	
Severity 1 and 2	99%
Severity 3 and 4	95%

The Contractor shall provide a monthly report within ten (10) days following the end of the reporting period, on incident response and incident resolution indicating, at minimum, the severity level of each incident, response time, resolution time, scorecard whether the threshold service levels were met, and statistics to previous months.

B-11.2.3. Responsibilities and Uptime Guaranty

The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in this agreement.

The Contractor hereby guarantees that the System shall be available 99.90% of the time measured on a monthly basis. See Attachment 7 of Exhibit B. The "Response Time Guaranty" means that the System, not including research being done in the Reporting Data Base which is used for statistical, in-depth searches (for example complex research based searches, Archives, and Document Full Text searching); shall process requests, access data, and respond to requests for outputs within the time periods set forth below, as determined on an average monthly basis. This Response Time Guaranty only applies to the amount of time that the System processes the requests within the SaaS Environment and does not include delays to Internet, Intranet and any other Network related delay such as agency Firewalls and local Virus, Malware and Content scanning software that may be loaded on the end user(s)' device.

- An average of less than two (2) seconds for application response to save/update,
- An average of less than five (5) second response for Query response, and
- An average of less than three (3) seconds for all other responses.

The Contractor's performance (or failure to perform) the Uptime Guaranty and the Response Time Guaranty shall be measured and determined during each month of the term of this Agreement. Per Section B-11.1.2, the Contractor shall provide a monthly scorecard report on the Uptime Guaranty and the Response Time Guaranty, in such a form and including such data that the State may reasonably request.

Whether the System satisfies the Uptime Guaranty shall be determined on a monthly basis. If for any month, the Contractor's System fails to satisfy the Uptime Guaranty, then the State shall be entitled to offset against a future payment due for use of the System or request a refund in an amount calculated as follows:

Fee for System usage for the year in which the System failed to meet the Uptime Guaranty divided by 365, then multiplied by the number of days in which the System failed to meet the Uptime Guaranty during such month.

Whether the System satisfies the Response Time Guaranty shall be determined on a monthly basis. If in any month the Contractor's System fails to satisfy the Response Time Guaranty in any respect on any day or days during such month, then the State shall be entitled to offset against a future payment due for use of the System or request a refund in an amount calculated as follows:

Fee for System usage for the year in which the System failed to meet the Response Time Guaranty divided by 365, then multiplied by the number of days in which the System failed to meet the Response Time Guaranty during such month.

The State must request any offset or refund provided for in this Section 11.2.3, by written notice to the Contractor. The Contractor shall apply the offset against the unpaid Fee which is due following the date on which such notice is provided. In the event that the State requests a refund, then the Contractor shall provide the refund within thirty (30) days of notice date, unless otherwise specified

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

in the notice. In no event shall the offset or refunds provided for in this Section 11.2.3, exceed the total Fee for use of the System for such month.

B-11.2.4. Backup and Restore

The Contractor shall support System backup and restore capabilities for software, configuration, and user data which adhere to the following requirements:

The Contractor shall ensure Contractor's Data Center Production and Test Licensed Software and configuration data is backed up locally daily and then synchronized off-site. The backup data is encrypted to CJIS standards when in transit to the offsite location. Data to be recovered would be one (1) day old unless the version from the Secured Data Storage Vendor is recovered which would be up to two (2) days old.

B-11.2.5. Other General Support Obligations

- a. The Contractor shall repair or replace the hardware or software provided by the Contractor under this Contract, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract. The Contractor shall also maintain the hardware and software provided by the Contractor in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
- b. The Contractor's support and maintenance shall include all test and production environments of the System.
- c. The Contractor shall provide Production and User Acceptance environments. The Production environment shall be available in accordance with the requirements of the Contract. The User Acceptance environment shall be available when needed to support user training requirements or in support of System upgrades or modifications.
- d. 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, three hundred sixty-five (365) days a year with an email / telephone response within fifteen (15) minutes.
- e. The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.
- f. For all maintenance Services calls, the Contractor 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;

Page 49 of 80

Contractor Initials: K.S.

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B - SCOPE OF WORK - BUSINESS AND TECHNICAL REQUIREMENTS

7. identifying number i.e. work order number;
 8. issue identified by.
- g. The Contractor shall 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.
 - h. The Contractor shall use change management policy and procedures, as mutually agreed upon, for notification, documentation and tracking of change requests, updates as well as critical outages.
 - i. The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: 1) all change requests implemented; 2) all critical outages reported including actual issue and resolution; 3) number of deficiencies reported by class with initial response time as well as time to close.
 - j. The Contractor shall give two (2) weeks notification to the State Project Manager of all non-emergency changes/updates and provide the State with training due to the upgrades and changes.
 - k. The Contractor shall support the State in any data conversion to a replacement system in the future to include but not limited to: providing data dictionaries, data exports, assisting with data extracts to third party test environments, user acceptance test environments and production environments. Provide prompt research and response to data extract issues. To the extent permitted by law, the State agrees to not allow access and/or provide data extracts that have not been prepared by the Contractor's Staff to any third-party entities that are not entitled to have access to the intellectual property of Contractor.
 - l. The State shall be granted attendance at the Contractor's user group to provide a voice in future System enhancements and releases.
 - m. The State will be responsible for the User Acceptance Test of new System updates, general maintenance releases, selected functionality releases and patches before the code is moved to production in accordance with section B-10.1. The State may approve releases and updates to the production environment.
 - n. 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 may pursue its remedies pursuant to *General Terms and Condition Form, P-37*, paragraph 8 (as may be modified by Exhibit A); as well as withholding future payments for products and/or services that the State has not already accepted. **Advanced Notice**

The Contractor shall give advance notice to the State, at least two (2) weeks in advance, of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

system up to date or to improve its characteristics. It usually includes a new version number.

B-12. Contract Warranties and Representations

The Warranties set forth below in this Section B-12 are in addition to, and do not replace, any other warranties set forth in this Contract.

B-12.1. System

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

B-12.2. 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 shall operate in accordance with the Specifications and terms of the Contract.

The Contractor shall maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period (as described below) at no additional cost to the State, in accordance with the Specifications and terms of this Contract.

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

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 recovery of unused prepaid fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services relating to non-Software Deliverables such as Training, or 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.

B-12.3. Compatibility

The 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.

Page 51 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

B-12.4. Services

The 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.

B-12.5. Warranty Period

The Warranty Period will initially commence upon the State issuance of a Letter of System Acceptance and will continue for the entire term of the Contract.

B-13. 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.

B-13.1. Use Of State's Information, Confidentiality

This Section B-13.1, Use of State's Information, Confidentiality shall survive termination or conclusion of the Contract.

B-13.1.1. Use of State's Information

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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

B-13.1.2. State Confidential Information

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

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

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

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

B-13.2. Contractor's Confidential Information

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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B - SCOPE OF WORK - BUSINESS AND TECHNICAL REQUIREMENTS

B-13.3. Data Location

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

B-13.4. 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 and the FBI's CJIS Security Policy.

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

B-13.4.1. Data Breach Responsibilities

This section applies to both the Contractor and the State, 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.

B-13.4.2. Notification

The Contractor and the State shall mutually and immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

B-13.4.3. Considerations

The Contractor or the State shall mutually and unless stipulated otherwise, promptly notify the appropriate State identified contact within twenty-four (24) hours by telephone, unless shorter time

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach.

The Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b. promptly implement necessary remedial measures, if necessary; and
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

B-13.4.4. Costs

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 NH RSA 359-C:19-C:20, all not to exceed one million dollars (\$1,000,000.00 USD) per occurrence; 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 as described in the next section, Notifications of Legal Requests.

B-13.5. Notifications of Legal Requests

Absent a court order or other applicable law, neither the Contractor nor the State shall release confidential data to a third party without consent of the non-disclosing party. The Contractor shall provide data extracts to the State, however, shall not turn said extracts over to any outside entity. The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

B-13.6. Access to Security Logs and Reports

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

B-13.7. Non-Disclosure and Separation of Duties

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

B-13.8. Import and Export of Data

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion with the assistance of the Contractor if needed by the State. This includes the ability for the State to import or export data to/from other service providers with the coordination and cooperation of the Contractor.

B-13.9. Security Related Considerations

B-13.9.1. Data Center Audit

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

B-13.9.2. Processes and Technical Limitations

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

B-14. 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

B-15. Administrative Services

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

B-16. Training

The Contractor shall provide training support as previously determined and agreed to during the initial planning period. Such training support shall include, but not limited to:

- Providing a comprehensive training plan that includes a train the trainer approach and/or Manual preparation.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT B – SCOPE OF WORK – BUSINESS AND TECHNICAL REQUIREMENTS

- Providing hands on train-the-trainer training where applicable and provided for in the Contract's Statement of Work, which will include all system functionality for all modules purchased as well as creation of reports, searching, workflow and the approval processes as defined by the project requirements. The State and Contractor will mutually agree on training locations to ensure convenience for all parties.
- The training plan which shall include training tailored for the agency's designated System Administrator so that the person(s) in this particular role can perform functions that include support file maintenance, templates/forms/letters maintenance, and staff/group/permissions maintenance.

The Contractor shall be present in all formal training classes conducted by the Contractor. The Contractor shall provide onsite resource during all training classes where applicable as provided for in the Contractor's SOW and agreed to by the State. The Contractor shall also develop training material and provide said materials to the State in a soft format, or any other format agreed upon by the State, to the State. The Contractor authorizes the State to copy, modify, customize and distribute on as needed basis to State training resources. The State will have a Superior Officer of suitable rank and authority to answer all questions as they pertain to New Hampshire State Police Policies & Procedures for the use of the System applications.

As requested by the State, the Contractor to provide electronic copies of the Maintenance and Operations Manual, System, Administration Guide and User Guides that the State will have the ability to copy, customize and distribute to state training resources.

B-17. Terms and Definitions

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

B-18. Contractor's Certificates

Required Contractor Certificates are attached in Exhibit G.

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STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Exhibit C - Price and Payment Schedule

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

C-1. Contract Price

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof. The Contractor shall not be permitted to increase the Maintenance and Support Services pricing to support the System as outlined in Exhibit B, Scope of Services, based on the addition of new capabilities.

C-2. Travel Expenses

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

C-3. Shipping Fees

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

C-4. Invoices

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 or delayed. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation, which shall be subject to reasonable modification during the course of the Contract; monthly maintenance charges; any other Project costs or retention amounts if applicable.

1. 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.
2. During the Implementation period, the Contractor shall invoice monthly for all Deliverables that were approved or accepted during the period.
3. Operations and Maintenance services fee shall begin first (1st) day of the month following to the Acceptance Letter after the Day in the Life Testing. The Contractor shall invoice Operations and Maintenance services fee annually.

1.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

C-5. Invoice Address

Invoices may be sent to:

New Hampshire State Police
Attn: Jennifer Hackett
33 Hazen Drive
Concord, NH 03305

C-6. Payment Address

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

C-7. Overpayments to the Contractor

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

C-8. Credits

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

C-9. Project Holdback

Not applicable.

C-10. Activities / Deliverables / Milestones Pricing

This is a Firm Fixed 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. Prices indicated in Table 9 and 10 shall be effective upon Governor and Executive Council approval through June 30, 2028. Upon Governor and Executive approval and the State's payments of the Milestone Payments to Contractor consistent with below Tables 9 and 10, Disaster Recovery and any additional deliverables indicated in Table 10 shall be initiated or completed by December 31, 2027, provided however, Delivery Start and Delivery Completion Dates will reasonably be adjusted depending upon the date of approval of Services for performing its obligations in accordance with the Contract. 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 activities, Deliverables, or milestones appearing in Table 9.

Payment shall be made to the Contractor, within thirty (30) days, upon receiving Contractor's invoice and based upon completion of activities, deliverables, or milestones, indicated in Table 9 below, with the exclusion of annual maintenance, reflected in lines 2-6. Payment shall utilize the percentage payment structure as follows.

Page 59 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

1. Delivery and Accepted Statement of Work – 20%
2. Test Acceptance State Sign Off Complete – 60%
3. State Acceptance of System and PROD – 20%

Table 9. Hosted State Message Platform – Phase I Pricing *

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	DELIVERY START DATE	DELIVERY COMPLETION DATE	MILESTONE PAYMENT	
PLANNING AND PROJECT MANAGEMENT					
1	SaaS Conversion/Archive 3.1 Upgrade				
1.1	Milestone 1 – Delivery and Acceptance of Statement of Work Table 1 Deliverables 1-4 Table 2 Deliverables 1-10	Written/Software	7/1/2023	7/31/2023	\$70,000.00
1.2	Milestone 3 – Test Acceptance State Sign Off Complete Table 1 Deliverables 5-22	Written/Software	9/1/2023	11/30/2023	\$210,000.00
1.3	Milestone 5 – State Acceptance of System and PROD Table 1 Deliverables 23-32	Written/Software	1/13/2024	1/24/2024	\$70,000.00
2	Maintenance /SaaS Fee** SFY 24	Non-Software	Ongoing	Ongoing	\$596,772.50
3	Maintenance /SaaS Fee** SFY 25	Non-Software	Ongoing	Ongoing	\$620,281.13
4	Maintenance /SaaS Fee** SFY 26	Non-Software	Ongoing	Ongoing	\$743,361.00
5	Maintenance /SaaS Fee** SFY 27	Non-Software	Ongoing	Ongoing	\$774,279.00
6	Maintenance /SaaS Fee** SFY 28	Non-Software	Ongoing	Ongoing	\$806,493.00
7	NLETS XML Conversion				
7.1	Milestone 1 – Delivery and Acceptance of Statement of Work Table 1 Deliverables 1-4	Written/Software	1/5/2024	2/28/2024	\$14,000.00
7.2	Milestone 3 – Test Acceptance State Sign Off Complete Table 1 Deliverables 5-22	Written/Software	8/1/2024	9/30/2024	\$42,000.00

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

7.3	Milestone 5 – State Acceptance of System and PROD Table I Deliverables 23-32	Written/Software	10/10/2024	10/15/2024	\$14,000.00
8	NexGen Botfiles/Validations				
8.1	Milestone 1 – Delivery and Acceptance of Statement of Work Table I Deliverables 1-4	Written/Software	7/1/2023	12/31/2023	\$313,000.00
8.2	Milestone 3 – Test Acceptance State Sign Off Complete Table I Deliverables 5-22	Written/Software	2/13/2024	11/13/2024	\$939,000.00
8.3	Milestone 5 – State Acceptance of System and PROD Table I Deliverables 23-32	Written/Software	12/13/2025	1/13/2025	\$313,000.00
TOTAL Phase I Pricing					\$5,526,186.63

*During the discovery phase and the development of the SOW, additional deliverables or milestones may be established within each of the above-categories consistent with the prices above.

** SaaS Fee includes \$25,000 per year for use and \$100,000 for equipment cost recovery.

All additional deliverables outlined in Table 10, Hosted State Message Platform – Phase II Pricing shall be initiated solely upon request of the State through a mutually acceptable amendment and effective upon Governor and Executive Council approval. These deliverables shall be provided at the cost rate indicated below.

Table 10. Hosted State Message Platform – Phase II Pricing

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	DELIVERY START DATE*	DELIVERY COMPLETION DATE*	MILESTONE PAYMENT	
1	Disaster Recovery (DR)				
1.1	Milestone 1 – Delivery and Acceptance of Statement of Work	Written/Software	8/1/2023	12/1/2023	\$100,000.00
1.2	Milestone 3 – Test Acceptance State Sign Off Complete	Written/Software	3/1/2024	5/31/2024	\$300,000.00
1.3	Milestone 5 – State Acceptance of System and PROD	Written/Software	6/29/2024	7/10/2024	\$100,000.00
2	QCHL Reports				

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

2.1	Milestone 1 – Delivery and Acceptance of Statement of Work	Written/Software	8/1/2023	12/1/2023	\$15,000.00
2.2	Milestone 3 – Test Acceptance State Sign Off Complete	Written/Software	12/31/2023	3/31/2024	\$45,000.00
2.3	Milestone 5 – State Acceptance of System and PROD	Written/Software	4/30/2024	5/15/2024	\$15,000.00
3	NCIC N3G XML Conversion				
3.1	Milestone 1 – Delivery and Acceptance of Statement of Work	Written/Software	7/1/2025	9/1/2025	\$70,000.00
3.2	Milestone 3 – Test Acceptance State Sign Off Complete	Written/Software	2/18/2026	04/1/2026	\$210,000.00
3.3	Milestone 5 – State Acceptance of System and PROD	Written/Software	6/16/2026	7/7/2026	\$70,000.00
4	III N3G XML Conversion				
4.1	Milestone 1 – Delivery and Acceptance of Statement of Work	Written/Software	1/10/2026	3/10/2026	\$35,000.00
4.2	Milestone 3 – Test Acceptance State Sign Off Complete	Written/Software	8/6/2026	9/5/2026	\$105,000.00
4.3	Milestone 5 – State Acceptance of System and PROD	Written/Software	11/5/2026	12/5/2026	\$35,000.00
5	NICS N3G XML Conversion				
5.1	Milestone 1 – Delivery and Acceptance of Statement of Work	Written/Software	1/10/2026	3/10/2026	\$35,000.00
5.2	Milestone 3 – Test Acceptance State Sign Off Complete	Written/Software	4/10/2026	5/10/2026	\$105,000.00
5.3	Milestone 5 – State Acceptance of System and PROD	Written/Software	6/10/2026	6/30/2026	\$35,000.00

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067

EXHIBIT C - PRICE AND PAYMENT SCHEDULE

6	Contact Person Notification				
6.1	Milestone 1 - Delivery and Acceptance of Statement of Work	Written/Software	8/1/2024	12/1/2024	\$5,500.00
6.2	Milestone 3 - Test Acceptance State Sign Off Complete	Written/Software	12/31/2024	3/31/2025	\$16,500.00
6.3	Milestone 5 - State Acceptance of System and PROD	Written/Software	4/30/2025	5/15/2025	\$5,500.00
TOTAL Phase 2 Pricing					\$1,302,500.00

Optional Renewal Maintenance /SaaS Fee

SFY 29	\$ 915,072.00
SFY 30	\$ 956,576.00

C-10.1. Contractor Staff, Resource Hours and Rates Worksheet

The Contractor shall provide additional services at the rates contained in Table 11.

Table 11: Future Contractor Rates Worksheet

Position Title	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026
Project Manager	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Subject Matter Experts	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Software Engineer	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Network Engineer	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Trainer	\$300	\$300	\$300	\$300	\$300	\$300	\$300

Page 63 of 80
 Contractor Initials: KS
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT C - PRICE AND PAYMENT SCHEDULE

As described in P-37 General Provisions, Section 3 Effective Date/Completion of Services and inclusive of the modifications described in Exhibit A, the Contractor shall provide additional services at the rate described in the *Table 11* above.

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Page 64 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT D - SOFTWARE LICENSE AGREEMENT

Exhibit D - Software License Agreement

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

D-1. License Grant

- i. See Section 3 of Attachment 8 to Exhibit B.

D-1.1. Limitations

While this agreement covers software programs and the installation thereof, it does not cover the State's hardware engineering or troubleshooting of hardware to connect to a provider of solutions hosting unless such hardware was supplied to the State by the Contractor. The Contractor has no responsibility for the operations of the State's network or related equipment.

- i. Unless otherwise specified in this Agreement, these Services and Software (as defined below) are for the State's contracted use. The State may use the Services and/or Software solely for the State's internal purposes.
- ii. The State may not modify, copy, distribute, transmit, display, perform, reproduce, publish, sublicense, create derivative works from, transfer, or sell any Contractor's software nor may the State violate any of the restrictions in Section 4 of Attachment 8 to Exhibit B.

D-1.2. Contract Records and Decommission Clause

The State will own and have all right, title and interest in all data, regardless of media used, including, but not limited to all personal information (including names and contract information), notations, electronic copy of documents and hard copy documents in the Contractor's possession even if such data or other materials was obtained by the Contractor on behalf of the State prior to the effective date of this Agreement (the "Data"). While this Agreement is in force, the State grants to the Contractor a limited, nonexclusive, royalty free license to process and access the Data solely for purposes of Contractor fulfilling its obligations to the State pursuant to this Agreement and for the State's utilization of the System.

- i.
- ii. Upon Agreement expiration or termination, Contractor shall (at the State's request) provide a copy of the Data to the State in a format accessible by the State and cooperate with the State to migrate the Data to another system, to minimize the State's access to and ability to utilize such Data.
- iii. Furthermore, the Contractor shall provide to the State, within thirty (30) days (or such longer period as the State may agree) after Agreement termination or expiration and migration of the data to another system as directed by the State, written confirmation all electronic instances of the State data, including, but not limited to production data, test data, backups, disaster recovery data, shall have been purged, permanently removed or destroyed in a manner consistent with the Contractor's company policy related to such data.

Page 65 of 80.

Contractor Initials: IKS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

D-2. Software Title and Intellectual Property

This Section D-2 shall survive the termination or conclusion of the Contract.

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.

Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor-provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractor's special utilities.

Section 5 of Attachment 8 to Exhibit B is incorporated by reference herein.

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

D-2.1. State's Data and Property

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the State's written request.

D-2.2. Contractor's Materials

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

D-3. Software and Documentation Copies

The Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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.

D-4. Restrictions

In addition to Section 4 of Contractor's SaaS License Agreement, the State agrees not to:

1. Remove or modify any program markings or any notice of Contractor's proprietary rights.
2. 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
3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

D-5. Viruses

The 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.

D-6. Audit

Audits will be governed by Section 10 of Attachment 8 to Exhibit B.

D-7. Software Non-Infringement

The Contractor warranties are provided in Attachments 7 and 8 to Exhibit B. In addition the 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.

D-8. Control of All Component Elements

The 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 the 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.

D-9. Custom Software (Not Applicable)

D-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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. The State 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, provided that Contractor is unable to cause the same to be dismissed within sixty (60) days.
- c. A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets, provided that Contractor is unable to cause the same to be dismissed within sixty (60) days.
- 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, 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 and such default is not cured within a reasonable amount of time after notice thereof from the State to Contractor; 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 the source code, and to authorize State employees only to do the same, 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.

The remainder of this page is intentionally left blank; and to the extent not inconsistent with this Agreement, the terms of Attachment 8 to Exhibit B shall control the license of Contractor's software.

Page 68 of 80

Contractor Initials: KS

Date: 5-30-23

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067
EXHIBIT E – ADMINISTRATIVE SERVICES

Exhibit E – Administrative Services

E-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 12 . Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	GOVERNMENT ALLOTTED TIME
Primary	Steve Gartner	Commander, Justice Information Bureau	5 Days
First	Lori Ambrose	Administrator III J-One	10 Days
Second	Marc J. Smith	IT Manager	10 Days
Third	Kevin Sawatzky	Associate Commissioner	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.

E-2. Access and Cooperation

As applicable, and 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.

E-3. Record Retention

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs involved 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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT E – ADMINISTRATIVE SERVICES

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.

E-4 Accounting

The 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.

E-5 Audit

Section 10 to Attachment 8 of Exhibit B will control as to audit rights.

E-6 Miscellaneous Work Requirements

E-6.1 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.

E-6.2 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.

E-6.3 State Owned Documents and Copyright Privileges

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

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT F – TERMS AND DEFINITIONS

Exhibit F – Terms and Definitions

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter/Letter of Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	The Contractor's employees, subcontractors or other agents who need to access the State's Data to enable the Contractor to perform the services required.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
State Confidential Information	State Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to, Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI),

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT F - TERMS AND DEFINITIONS

	and or other sensitive and Confidential Information. Including State Confidential Records State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to http://www.genecourt.state.nh.us/rsa/html/NHTOC/NHTOC-VI-91-A.htm
Contract	An agreement between the State of New Hampshire and a Contractor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all contractual authorization and administration of the Contract.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract. This amount is listed in the General Provisions Section 1.8 (P-37).
Contract Term	The period during which the "Contract" shall be executed as agreed between the Contractor and the State in the Contract inclusive of extended contract period for reasons beyond the control of the Contractor and / or State due to force majeure.
Contractor	The Contractor's employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contractor Proprietary or Trade Secret Information	Information deemed proprietary or a trade secret under Illinois law.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Custom Code	Code developed by the Contractor specifically for this project for the State of New Hampshire

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067
EXHIBIT F – TERMS AND DEFINITIONS

Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, which will be used /converted by the Contractor during the Contract term.
Data Breach	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 another 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.
Day in the Life Testing	Day in the Life testing is a verification process performed in a copy of the production environment.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department of Information Technology	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Encryption	Supports the transformation of data for security purposes
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.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract.

STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System
 DoIT 2023-067
 EXHIBIT F - TERMS AND DEFINITIONS

Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Host	An entity that controls the operation of the SaaS Environment
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.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Non-Public Information	Information, other than Personal Information, which 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.

Page 74 of 80
 Contractor Initials: KS
 Date: 5-30-23

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT F – TERMS AND DEFINITIONS

Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of a Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contractor personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Contractor on the Project
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Testing	Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.
Resolve	Means (i) when the defect causing an incident or problem is repaired, and the defective component, if applicable, is

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT F - TERMS AND DEFINITIONS

	returned to normal service and approved by the State or (ii) when the State approved backup component is placed into service so that functionality is restored to the affected Services, or (iii) when the State approved work-around is implemented which downgrades the Severity Level of the Problem.
Review	The process of reviewing Deliverables for Acceptance.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	"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.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation
Service(s)	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Software As A Service and Commercial Off The Shelf computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT F - TERMS AND DEFINITIONS

Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications.
Software as a Service (SaaS Environment)	The servers, software and related infrastructure on which the System resides which is managed by the Contractor and provides the State access to and use of the System.
Specifications	Written details that set forth the requirements which include, without limitation, 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.
Statement of Work	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high-level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor.
State Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-VI-91-A.htm
State Data	For SaaS applications, 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 a calendar year through June 30 of the next calendar year.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT F – TERMS AND DEFINITIONS

State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the 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.
TBD	To Be Determined
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. The State creates/develops test cases (subject to the States' approval) to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067
EXHIBIT F – TERMS AND DEFINITIONS

Verification	Supports the confirmation of authority to enter a computer system application or network.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
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 Exhibit 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.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

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STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

Exhibit G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

- G-1. State of New Hampshire Required Attachments**
 - a. Exhibit B, Attachment 1 – Hosted Solutions Policy
 - b. Exhibit B, Attachment 2 – CJIS Security Addendum
 - c. Exhibit B, Attachment 3 – NH Vendor Risk Assessment Report Template
- G-2. Contractor Attachments**
 - a. Exhibit B, Attachment 4 – OpenFox® Archive Retrieval Release Version 3
 - b. Exhibit B, Attachment 5 – OpenFox® Archive Retrieval Release Version 3.1
 - c. Exhibit B, Attachment 6 – Preliminary Work Plan
 - d. Exhibit B, Attachment 7 – SaaS Site Maintenance and Support Addendum
 - e. Exhibit B, Attachment 8 – SaaS License Agreement
 - f. Exhibit B, Attachment 9 – Vendor Quote
- G-3. Contractor Certificates**
 - a. Contractor's Certificate of Good Standing
 - b. Contractor's Certificate of Vote/Authority
 - c. Contractor's Certificate of Insurance

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STATE OF NEW HAMPSHIRE
 Department of Safety
 Hosted State Message Platform System:
 DoIT 2023-067
 Exhibit B, Attachment 1-- Hosted Solutions Policy

Contract Requirements	
Availability	<ul style="list-style-type: none"> • Availability percentage must exceed 99.9% • Must specify how percentage is calculated. • Must specify compensation if availability fails
Data Preservation	<ul style="list-style-type: none"> • If the contract is terminated either by the Contractor or the State; • The Contractor must be obligated to preserve data and provide it to the State in an agreed upon format within 90 days;
Physical	<ul style="list-style-type: none"> • Dedicated data center facility at specified location • Video surveillance of facility and perimeter • Humidity and temperature control • Raised floor • UPS and generator system with on-site fuel storage of a minimum of 36 hours for the generator • Fire detection and suppression systems • Equipment and systems in access controlled areas • Facility designed to withstand environmental damage such as from fire, floods, and hurricanes. • Asset management system in place
Personnel	<ul style="list-style-type: none"> • Background checks required • Physical and electronic access based on least privilege • Signed computer use agreement, refreshed annually • Cybersecurity awareness training, refreshed annually • Personnel with access to unencrypted CJIS data shall conform with in-force CJIS Security Policy requirements.
Network	<ul style="list-style-type: none"> • Unnecessary ports & services blocked via a firewall at the perimeter edge. • Redundant environment and connectivity • Segregation (isolation) of state traffic • Network traffic encrypted per in-force CJIS Security Policy requirements. • Remote access via provided VPN using Advanced Authentication per in-force CJIS Security Policy requirements. • Intrusion Detection/Prevention sensors. • IPS, FW and Servers reporting to a monitored security information and event management (SIEM) platform • Change control process in place to track all updates. • External scanning for network vulnerability assessment

Page 1 of 2

Contractor Initials: KS

Date: 5-30-23

Application/Data	<ul style="list-style-type: none"> • Access restricted by authorized personnel. • Non-public data shall be encrypted per in-force CJIS Security Policy requirements at rest and in transit. • Only Contractor shall have description keys to the encrypted data. • Application vulnerability threat assessments • Penetration testing and code reviews; results shared with the State (Independent testing may be required.) • Data backups encrypted per in-force CJIS Security Policy requirements at rest and in transit. • Rotational storage of data backups to secure off-site location per in-force CJIS Security Policy requirements. • Backup media destroyed per in-force CJIS Security Policy requirements when retired. • Change control process in place to track all updates
Notifications/Incidents	<ul style="list-style-type: none"> • The State must be notified in advance of scheduled system maintenance. • The State must be notified immediately of any outages, incidents, and regulatory non-compliance and subsequent to the outage notified within 5 business hours of the cause of the outage, what was done to correct it and what changes will be made to prevent it from happening again. • An incident response procedure must be in place. • Forensics information must be retained. • NH CSA CSO must be notified within 30 minutes of a perceived breach of security physical or cyber. (Identified through IRP). • Resources used to restore data in the event of a compromise shall be identified at the onset of an executed contract and at any workforce change. These resources shall conform with the in-force CJIS Security Policy requirements
Regulatory Compliance	<p>All contractual regulatory compliance must be maintained. Hosted solution must be certified SOC2 compliant. Solution shall maintain compliancy with the in-force CJIS Security Policy.</p>
Audit	<p>The State reserves the right to employ an independent auditor to validate the services under the contract terms.</p>
Service Level Agreement (SLA)	<p>An SLA must be included which defines the legal relationship between the State and provider and specify the technical, operational, and management controls in place to secure the security of State information.</p>

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STATE OF NEW HAMPSHIRE
Department of Safety
Hosted State Message Platform System
DoIT 2023-067

Exhibit B, Attachment 2- FBI CJIS Security Addendum

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Responsibilities of the Contracting Government Agency.

1.04 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and

standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

- 4.00 Security Violations.
- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use.
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 3.02 Audit
- 3.03 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 3.04 Scope and Authority
- 3.05 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 3.06 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 3.07 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 3.08 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 3.09 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

Page 2 of 2

Contractor Initials: KS

Date: 5-30-23

State of New Hampshire
Cyber Security Group
Exhibit B, Attachment 3



Vendor Risk Assessment Report (VRAR)

Version 1.0

Contractor Initials: K.S.

Date: 5-30-23

Executive Summary

The State of NH requires that all systems connected to the State Network or process State data, meet an acceptable level of security compliance. This includes those systems that operate outside of the States' direct control such as Cloud Services defined as Software as a Service (SaaS), Infrastructure as a Service (IaaS) or Platform as a Service (PaaS).

The State of NH has adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 as the baseline for security requirements with NIST 800-53 as the source for identifying and implementing specific information technology security controls. This security baseline provides the State of New Hampshire basic requirements to protect citizen data and services. These basic requirements and controls are referenced or described in the State of NH Statewide Information Security Manual (SISM).

The following is a high-level view of specific security requirements that are needed to meet compliance. The control references (e.g., AC-2) refer to the specific NIST 800-53 control as listed in the SISM.

Note: There may be additional requirements depending on the sensitivity of the data and other Federal and State mandates, or agency specific requirements.

Contents

1	Introduction.....	4
	Purpose	4
	Outcomes.....	4
	State Approach and Use of This Document.....	4
	VENDOR System Information	5
	Relationship to Other Vendors or CSPs.....	5
	Data Flow Diagrams.....	7
	Separation Measures [AC-4, SC-2, SC-7].....	7
	System Interconnections.....	7
	Capability Readiness	9
	State Mandates.....	9
	State Requirements.....	10
	Data at Rest and Authentication [SC-13].....	10
	Transport Layer Security [NIST SP 800-52, Revision 2].....	11
	Identification and Authentication, Authorization, and Access Control.....	12
	Audit, Alerting, Malware, and Incident Response.....	13
	Contingency Planning and Disaster Recovery.....	15
	Configuration and Risk Management.....	15
	Data Center Security.....	17
	Policies, Procedures, and Training.....	18
	Additional Capability Information.....	21
	Staffing Levels.....	21
	Change Management Maturity.....	21
	Vendor Dependencies and Agreements.....	21
	Continuous Monitoring Capabilities.....	22
	Status of System Security Plan (SSP).....	23
	24
	PLEASE PRINT NAME.....	24
	24
	SIGNATURE Date.....	24

List of Tables

<u>Table 2-1. System Information</u>	5
<u>Table 2-2. Leveraged Systems</u>	5
<u>Table 2-3. Leveraged Services</u>	5
<u>Table 2-4. System Interconnections</u>	7
<u>Table 2-5. Interconnection Security Agreements (ISAs)</u>	8
<u>Table 3-1. State Mandates</u>	9
<u>Table 3-2a. Data at Rest & Authentication</u>	10
<u>Table 3-2b. Transport Encryption</u>	11
<u>Table 3-3. Transport Protocol</u>	12
<u>Table 3-4. Identification and Authentication, Authorization, and Access Control</u>	12
<u>Table 3-5. Audit, Alerting, Malware, and Incident Response</u>	13
<u>Table 3-6. Contingency Planning and Disaster Recovery</u>	15
<u>Table 3-7. Configuration and Risk Management</u>	15
<u>Table 3-8. Data Center Security</u>	17
<u>Table 3-9. Policies and Procedures</u>	18
<u>Table 3-10. Missing Policy and Procedure Elements</u>	20
<u>Table 3-11. Security Awareness Training</u>	20
<u>Table 3-12. Staffing Levels</u>	21
<u>Table 3-13. Change Management</u>	21
<u>Table 3-14. Vendor Dependencies and Agreements</u>	21
<u>Table 3-15. Vendor Dependency Details</u>	22
<u>Table 3-16. Formal Agreements Details</u>	22
<u>Table 3-17. Continuous Monitoring Capabilities</u>	22
<u>Table 3-18. Continuous Monitoring Capabilities – Additional Details</u>	23
<u>Table 3-19. Maturity of the System Security Plan</u>	23
<u>Table 3-20. Controls Designated “Not Applicable”</u>	23
<u>Table 3-21. Controls with an Alternative Implementation</u>	23

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1 Introduction

1.1 Purpose

This report and its underlying assessment are intended to enable State agencies to reach a state-ready decision for a specific system interfacing with the State of NH's network that is based on organizational processes and the security capabilities of the Moderate/Low-impact information system.

1.2 Outcomes

Submission of this report by the Vendor does not guarantee a state-ready designation, nor does it guarantee that the State will procure services from the vendor.

1.3 State Approach and Use of This Document

The VRAR identifies clear and objective security capability requirements, where possible, while also allowing for the presentation of more subjective information. The clear and objective requirements enable the vendor to concisely identify whether an application or vendor is achieving the most important State Moderate or Low baseline requirements. The combination of objective requirements and subjective information enables State to render a readiness decision based on a more complete understanding of the vendor's security capabilities.

Section 4, Capability Readiness, is organized into three sections:

- **Section 3.1, State Mandates**, identifies a small set of the state mandates a vendor must satisfy. State will not waive any of these requirements.
- **Section 3.2, State Requirements**, identifies an excerpt of the most compelling requirements from the National Institute of Science and Technology (NIST) Special Publication (SP) 800 document series and State guidance. A VENDOR is unlikely to achieve approval if any of these requirements are not met.
- **Section 3.3, Additional Capability Information**, identifies additional information that is not tied to specific requirements, yet has typically reflected strongly on a VENDOR's ability to achieve approval.

[Type here]

2 VENDOR System Information

Provide and validate the information below. For example, if the deployment model is Government only, ensure there are no non-Government customers. The VRAR template is intended for systems categorized at the Moderate or Low security impact level, in accordance with the FIPS Publication 199 Security Categorization.

Table 2-1: System Information

VENDOR Name:
Solution/System Name:
Service Model: (e.g., IaaS, PaaS, SaaS)
FIPS PUB 199 System Security Level: (e.g., Moderate, Low)
Fully Operational as of: Enter the date the system became fully operational.
Number of Customers (State/Others): Enter # of customers / # of other customers
Deployment Model: Is the service a Public Cloud, Government-Only Cloud, Federal Government-Only Cloud, or Other? If other, please describe.
System Functionality: Briefly describe the functionality of the system and service being provided.

Relationship to Other Vendors or CSPs

If this system resides in another VENDOR's environment or inherits security capabilities, please provide the relevant details in Tables 2-2 and 2-3 below. Please note, the leveraged system itself must be State Authorized. For example, a large VENDOR may have a commercial service offering and a separate service offering with a State Authorization. Only the service offering with the State Authorization may be leveraged.

IMPORTANT: If there is a leveraged system or a system that provides a capability that partially or fully leverages the underlying systems, you must indicate the capability in the table and describe both the inherited and non-inherited aspects of the capability.

Table 2-2: Leveraged Systems

Question	Yes	No	NA	If Yes, please describe
1. Is this system leveraging an underlying provider?				If yes, identify the underlying system.

List all services leveraged. The system from which the service is leveraged must be listed in Table 2-2 above.

Table 2-3: Leveraged Services

Service	Service Capability	System
State what is being leveraged or "None" if no service is leveraged or if the VENDOR is responsible for the entire stack.	List the capability the service provides (e.g., load balancer, SIEM, database, audit logging).	Identify the system from which the service is being leveraged.

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Page 6 of 25
Contractor initials: KS
Date: 5-30-23

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Data Flow Diagrams

Insert Vendor-validated data flow diagram(s) and provide a written description of the data flows. The diagram(s) must:

- clearly identify anywhere, State data is to be processed, stored, or transmitted;
- clearly delineate how data comes into and out of the system boundary;
- clearly identify data flows for privileged, non-privileged and customer access; and
- depict how all ports, protocols, and services of all inbound and outbound traffic are represented and managed.

Separation Measures [AC-4, SC-2, SC-7]

Assess and describe the strength of the physical and/or logical separation measures in place to provide segmentation and isolation of tenants, administration, and operations; addressing user-to-system; admin-to-system; and system-to-system relationships.

The Vendor must base the assessment of separation measures on very strong evidence, such as the review of any existing penetration testing results, or an expert review of the products, architecture, and configurations involved. The Vendor must describe how the methods used to verify the strength of separation measures.

System Interconnections

A System Interconnection is a dedicated connection between information systems, such as between a SaaS/PaaS and underlying IaaS.

The Vendor must complete the table below. If the answer to any question is "yes," please briefly describe the connection. Also, if the answer to the last question is "yes," please complete Table 2-5 below.

Table 2-4. System Interconnections

Q#	Question	Yes	No	If "yes," please describe
1	Does the system connect to the Internet?			
2	Does the system connect to a corporate or state infrastructure/network?			
3	Does the system connect to external systems?			If "yes," complete Table 2-5 below.

[Type here]

If there are connections to external systems, please list each in the table below, using one row per interconnection. If there are no external system connections, please type "None" in the first row.

Table 2-5. Interconnection Security Agreements (ISAs)

	External System Connection	Does an ISA Exist?		Interconnection Description (If no ISA please justify below)
		Yes	No	
1.				
2.				

Page: 8 of 25
Contractor Initials: KS
Date: 5-30-23

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Capability Readiness

State Mandates

This section identifies State requirements applicable to all State approved systems. Requirements labeled B+ (Baseline Plus) indicate handling of restricted, confidential, or federally regulated information which corresponds to Section Two of the SISM. All requirements in this section must be met. Some of these topics are also covered in greater detail in Section O, *State Requirements*, below.

Only answer "Yes" if the requirement is fully and strictly met. The Vendor must answer "No" if an alternative implementation is in place.

Table 3-1. State Mandates

#	Compliance Topic	Fully Compliant??	
		Yes	No
1	Data at Rest, Authentication: Are only FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules used where cryptography is required?		
2	Transmission, Remote Access: Are FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required?		
3	Can the VENDOR'S solution integrate with the State's IAM solution(s)?		
4	Does the VENDOR utilize security boundary/threat protection devices to protect the network, system, application...e.g. firewalls, intrusion detection/prevention systems, end point protection etc.? [SC-7][SI-3/SI-4]		
5	Can the VENDOR consistently remediate High risk vulnerabilities within 30 days and Medium risk vulnerabilities within 60 days? [SI-2]		
6	Does the VENDOR and system meet Federal Records Management Requirements, including the ability to support record holds, National Archives and Records Administration (NARA) requirements, and Freedom of Information Act (FOIA) requirements?		
7	Does the VENDOR store, process or transmit State data only in the continental US and is that data backed up in only US locations?		
8	Does the VENDOR have a process to securely dispose of State data from its systems upon request that is in accordance with the National Institute for Standards and Technology (NIST) Special Publication 800-88 revision 1 and will provide to the State a certificate of data destruction? [MP-6]		
9	All operating systems (OS) AND major application software components (e.g., Microsoft SQL, Apache Tomcat, Oracle Weblogic, etc.) must NOT be past N:1. Applications which are not operating on the most recent platform.		

Page 9 of 25

Contractor Initials: JKS

Date: 5-30-23

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	MUST have a roadmap to upgrade with a State approved timeline. Does the application support the N-1 requirement?		
10 B+	Does the vendor have a current 3 rd party attestation certification and is it regularly renewed? The State requires an independent 3 rd party attestation (e.g., FedRAMP, StateRamp, SOC 2 Type 2, ISO 27001, or HITRUST) <i>prior</i> to contract award for systems containing Restricted/Highly Restricted data. <u>Note: SaaS vendors cannot use IaaS/PaaS certification unless the application is explicitly covered as part of the IaaS/PaaS assessments.</u> [CA-7, RA-3, SA-9]		
11 B+	Does the VENDOR's staff have appropriate background checks for unprivileged and privileged access and accounts according to Federal and/or State Restricted/Highly Restricted regulations and procedures for those systems that require it? [AC-2, PS-3]		

State Requirements

This section identifies additional State Readiness requirements. All requirements in this section must be met; however, alternative implementations and non-applicability justifications may be considered on a limited basis.

Data at Rest and Authentication [SC-13]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules. FIPS 140-2 Compliant is not sufficient. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2a. Data at Rest & Authentication

	Cryptographic Module type	FIPS 140-2		NSA Approved		Describe Any Alternative Implementation (if applicable)	Describe Missing Elements or N/A Justification
		Validated?		Yes	No		
1	Data at Rest [SC-28]						
2	Authentication [IA-5, IA-7]						

[Type here]

Transport Layer Security [NIST SP 800-52, Revision 2]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules relating to block ciphers, digital signatures and hash functions. Full FIPS mode is not required unless other regulatory requirements must be met. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2b. Transport Encryption

ID	Cryptographic Module Type	FIPS 140-2 Validated?		NSA-Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A Justification
		Yes	No	Yes	No		
1	Transmission [SC-8 (1), SC-12, SC-12 (2, 3)]						
2	Remote Access [AC-17 (2)]						

The Vendor must identify all protocols in use. The Vendor may add rows to the table if appropriate, but must not remove the original rows.

[Type here]

Table 3-3. Transport Protocol

	The Cryptographic Module type	Protocol in Use		If "yes," please describe use for both internal and external communications
		Yes	No	
1	SSL (Non-Compliant)			
2	TLS 1.0 (Non-Compliant)			
3	TLS 1.1 (Non-Compliant)			
4	TLS 1.2 (Compliant)			
5	TLS 1.3 (Compliant)			

Identification and Authentication, Authorization, and Access Control

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-4. Identification and Authentication, Authorization, and Access Control

	Question	Yes/No		Describe capability supporting evidence and any missing elements
		Yes	No	
1	Does the system uniquely identify and authorize organizational users (or processes acting on behalf of organizational users) in a manner that cannot be repudiated, and which sufficiently reduces the risk of impersonation? [IA-2, IA-4]			
2	Does the system require multi-factor authentication (MFA) for administrative accounts and functions? [IA-2; IA-2 (1); IA-2 (2)]			
3	Is role-based access used, managed, and monitored? [IA-4, IA-5]			
4	Does the system restrict non-authorized personnel's access to resources? [AC-6, AC-6 (1), AC-6 (2)]			
5	Does the system restrict non-privileged users from performing privileged function? [AC-6, AC-6 (1), AC-6 (2), AC-6 (10)]			
6	Does the system ensure secure separation of customer data? [SC-4]			

[Type here]

Question	Yes	No	Describe capability, supporting evidence, and any missing elements
7. Does the system ensure secure separation of customer processing environments? [SC-2]			The capability description is not required here, but must be included in Section 2.3, Separation Measures.
8. Does the system restrict access of administrative personnel in a way that limits the capability of individuals to compromise the security of the information system? [AC-2]			The capability description is not required here, but must be included in Section 2.3, Separation Measures.
9. Does the remote access capability include VENDOR-defined and implemented usage restrictions, configuration guidance, and authorization procedure? [AC-17]			
10. How will the State's password policy be enforced? State requires minimum 14-character complex passwords (Upper, Lower, Special Character & Numerical) [IA-5]			

Audit, Alerting, Malware, and Incident Response

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-5. Audit, Alerting, Malware, and Incident Response

Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1. Does the system have the capability to detect, contain, and eradicate malicious software? [SI-3]			
2. Does the system store audit data in a tamper-resistant manner which meets chain of custody and any e-discovery requirements? [AU-4, AU-9]			
3. Does the VENDOR have the capability to detect unauthorized or malicious use of the system, including insider threat and external intrusions? [SI-4, SI-4 (4), SI-4 (5), SI-7, SI-7 (7)]			
4. Does the VENDOR log and monitor access to the system? [SI-4]			

[Type here]

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
5	Does the VENDOR have an Incident Response Plan and a fully developed Incident Response test plan? [IR-3, IR-8]			
6	Does the VENDOR have a plan and capability to perform security code analysis and assess code for security flaws, as well as identify, track, and remediate security flaws? [SA-11]			<i>If the system contains no custom software development, do not answer Y or N. Instead, state "NO CUSTOM CODE" here.</i>
7	Does the VENDOR implement automated mechanisms for incident handling and reporting? [IR-4, IR-4 (1), IR-6]			
8	Does the VENDOR retain online audit records for at least 90 days to provide support for after-the-fact investigations of security incidents and offline for at least one year to meet regulatory and organizational information retention requirements? [AU-11]			
9	Does the VENDOR have the capability to notify customers and regulators of confirmed incidents in a timeframe consistent with all legal, regulatory, or contractual obligations? The State of NH's requirement for security breach reporting is 24 hrs. of incident confirmation. [IR-6]			
10	If the VENDOR's solution provides email "send as" capabilities, does it support DMARC and DKIM for email protection?			<i>If the system does not support this feature, do not answer Y or N. Instead, state "Not Applicable" here.</i>

[Type here]

Contingency Planning and Disaster Recovery

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-6. Contingency Planning and Disaster Recovery.

Question	Yes	No	Describe capability, supporting evidence, and any missing elements.
1 Does the VENDOR have the capability to recover the system to a known and functional state following an outage, breach, DoS attack, or disaster? (CP-2, CP-9, CP-10)			
2 Does the VENDOR have a Contingency Plan and a fully developed Contingency Plan test plan in accordance with Statewide Information Security Manual? (CP-2, CP-4)			
3 Does the system have alternate storage and processing facilities? (CP-6, CP-7)			
4 Does the system have or use alternate telecommunications providers? (CP-8)			
5 Does the system have backup power generation or other redundancy? (PE-11)			
6 Does the VENDOR have service level agreements (SLAs) in place with all telecommunications providers? (CP-8)			

Configuration and Risk Management

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-7. Configuration and Risk Management.

Question	Yes	No	Describe capability, supporting evidence, and any missing elements.
1 Does the VENDOR maintain a current, complete, and accurate baseline configuration of the Information system? (CM-2)			

[Type here]

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
2	Does the VENDOR maintain a current, complete, and accurate inventory of the Information system software, hardware, and network components? [CM-8]			
3	Does the VENDOR have a Configuration Management Plan? [CM-9]			
4	Does the VENDOR follow a formal change control process that includes a security impact assessment? [CM-3, CM-4, CM-4 (2)]			
5	Does the VENDOR employ automated mechanisms to detect inventory and configuration changes? [CM-2, CM-2 (2), CM-6, CM-8]			
6	Does the VENDOR prevent unauthorized changes to the system? [CM-5]			
7	Does the VENDOR establish configuration settings for products employed that reflect the most restrictive mode consistent with operational requirements? [CM-6, CM-7]			<i>If "yes," describe if the configuration settings are based on Center for Internet Security (CIS) Benchmarks or United States Government Configuration Baseline (USGCB), or "most restrictive consistent with operational requirements."</i>
8	Does the VENDOR ensure that checklists for configuration settings are Security Content Automation Protocol (SCAP)-validated or SCAP-compatible (if validated checklists are not available)? [CM-6]			

For the following questions, Vendors may use Table 3-18 "Continuous Monitoring Capabilities - Additional Details" to enter the capability descriptions, supporting evidence, and missing elements.

[Type here]

9	Does the VENDOR perform authenticated operating system/ infrastructure, web, and database vulnerability scans at least monthly, as applicable? (RA-5, RA-5 (5))			Describe how the Vendor validated that vulnerability scans were fully authenticated.
10	Does the VENDOR demonstrate the capability to remediate High risk vulnerabilities within 30 days and Moderate risk vulnerabilities within 60 days? (RA-5, SI-2)			Describe how the Vendor validated that the VENDOR remediates High vulnerabilities within 30 days and Moderate vulnerabilities within 60 days.
11	When a high risk vulnerability is identified as part of continuous monitoring activities, does the VENDOR consistently check audit logs for evidence of exploitation? (RA-5)			
12	Does the VENDOR have a Supply Chain Risk Management (SCRM) plan and processes to identify and address weaknesses or deficiencies in the supply chain elements and processes of information systems?			Describe the Vendor's SCRM plan and processes.

Data Center Security

Only answer "yes" if the answer is consistently "yes". For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-8. Data Center Security

Question	Yes	No	Describe capability, supporting evidence, and any missing elements.
1 Does the VENDOR restrict physical system access to only authorized personnel? (PE-2 through PE-6, PE-8)			
2 Does the VENDOR monitor and log physical access to the information system, and maintain access records? (PE-6, PE-8)			

[Type here]

Question	Yes/No		Describe capability, supporting evidence, and any missing elements.
	Yes	No	
3 Does the VENDOR monitor and respond to physical intrusion alarms and surveillance equipment? [PE-6, PE-6(1)]			

Policies, Procedures, and Training

The Vendor must indicate the status of policy and procedure coverage for the NIST 800-53 Rev.5 families listed in Table 3-9 below.

To answer "yes" to a policy, it must be fully developed, documented, and disseminated; and it must address purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance. A single policy document may address more than one family provided the NIST requirements of each "-1" are fully addressed.

To answer "yes" to a procedure, it must be fully developed and consistently followed by the appropriate staff. List all applicable procedure documents for each family.

VENDORS must establish their own set of Policies and Procedures (P&Ps). They cannot be inherited from a leveraged system, nor can they be provided by the customer. Any exceptions and/or missing policy and procedure elements must be explained in Table 3-10 below.

Table 3-9. Policies and Procedures

Family	Policy		Procedure		Title, Version and Date
	Yes	No	Yes	No	
1 Access Control [AC-1]					Policy: Procedure(s):
2 Awareness & Training [AT-1]					Policy: • Procedure(s):
3 Audit & Accountability [AU-1]					Policy: • Procedure(s):
4 Security Assessment & Authorization [CA-1]					Policy: • Procedure(s):

[Type here]

#	Family	Policy		Procedure		Title, Version, and Date
		Yes	No	Yes	No	
5	Configuration Management [CM-1]					Policy: • Procedure(s): •
6	Contingency Planning [CP-1]					Policy: • Procedure(s): •
7	Identification & Authentication [IA-1]					Policy: • Procedure(s): •
8	Incident Response [IR-1]					Policy: • Procedure(s): •
9	Maintenance [MA-1]					Policy: • Procedure(s): •
10	Media Protection [MP-1]					Policy: • Procedure(s): •
11	Physical & Environmental Protection [PE-1]					Policy: • Procedure(s): •
12	Personnel Security [PS-1]					Policy: • Procedure(s): •
13	Risk Assessment [RA-1]					Policy: • Procedure(s): •
14	System & Services Acquisition [SA-1]					Policy: • Procedure(s): •

[Type here]

ID	Family	Policy		Procedure		Title, Version and Date
		Yes	No	Yes	No	
15	System & Communications Protection [SC-1]					Policy: • Procedure(s): •
16	System & Information Integrity [SI-1]					Policy: • Procedure(s): •
17	Planning [PL-1]					Policy: • Procedure(s): •
18	Supply Chain Risk Management [SR-1]					Policy: • Procedure(s): •

For any family with a policy or procedure gap, please describe the gap below.

Table 3-10: Missing Policy and Procedure Elements

Missing Policy and Procedure Elements
•

The Vendor must answer the questions below:

Table 3-11: Security Awareness Training

Question	Yes	No	Describe capability, supporting evidence, and any missing elements
Does the VENDOR train personnel on security awareness and role-based security responsibilities? [AT-2]			

[Type here]

Additional Capability Information

State will evaluate the responses in this section on a case-by-case basis relative to a State-Ready designation decision.

Staffing Levels

In the table below, the Vendor must describe the VENDOR's organizational structure, staffing levels currently dedicated to the security of the system, as well as any planned changes to these staffing levels. This description must clearly indicate role and number of individuals as well as identify which staff is full-time dedicated, and which are performing their role as a collateral duty. Note: It is not necessary to include specific names of individuals, but rather their roles/titles.

Table 3-12: Staffing Levels:

Staffing Levels

Change Management Maturity

While the following change management capabilities are not required, they indicate a more mature change management capability and may influence a State Readiness decision, especially for larger systems.

The Vendor must answer the questions below.

Table 3-13: Change Management

Question	Yes	No	If "no", please describe how this is accomplished
1. Does the VENDOR's change management capability include a fully functioning Change Control Board (CCB)?			
2. Does the VENDOR have and use development and/or test environments to verify changes before implementing them in the production environment?			

Vendor Dependencies and Agreements

The Vendor must answer the questions below.

Table 3-14: Vendor Dependencies and Agreements

Question	Yes	No	Instructions
1. Does the system have any dependencies on other vendors such as a leveraged service offering, hypervisor and operating system patches, physical security and/or software and hardware support?			If "yes," please complete Table 3-15, Vendor Dependencies below.

[Type here]

#	Question	Yes	No	Instructions
2	Within the system, are all products still actively supported by their respective vendors?			If any are not supported, answer, "No."
3	Does the VENDOR have a formal agreement with a vendor, such as for maintenance of a leveraged service offering?			If "yes," please complete Table 3-16. Formal Agreements Details below.

If there are vendor dependencies, please list each in the table below, using one row per dependency. For example, if using another vendor's operating system, list the operating system, version, and vendor name in the first column; briefly indicate the VENDOR's reliance on that vendor for patches, and indicate whether the vendor still develops and issues patches for that product. If there are no vendor dependencies, please type "None" in the first row.

Table 3-15. Vendor Dependency Details

#	Product and Vendor Name	Nature of Dependency	Still supported?	
			Yes	No
1				
2				

If there are formal vendor agreements in place, please list each in the table below, using one row per agreement. If there are no formal agreements, please type "None" in the first row.

Table 3-16. Formal Agreements Details

#	Organization Name	Nature of Agreement
1		
2		

Continuous Monitoring Capabilities

In the tables below, please describe the current state of the VENDOR's Continuous Monitoring capabilities, as well as the length of time the VENDOR has been performing Continuous Monitoring for this system.

Table 3-17. Continuous Monitoring Capabilities

#	Question	Yes	No	Detail capability supporting evidence, and any mitigations
1	Does the VENDOR have a lifecycle management plan that ensures products are updated before they reach the end of their vendor support period?			
2	Does the VENDOR have the ability to scan all hosts in the inventory?			

[Type here]

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
3	Does the VENDOR have the ability to provide scan files in a structure data format, such as CSV, XML files?			
4	Is the VENDOR properly maintaining their Plan of Actions and Milestones (POA&M), including timely, accurate, and complete information entries for new scan findings, vendor check-ins, and closure of POA&M items?			

In the table below, provide any additional details the Vendor believes to be relevant to State's understanding of the VENDOR's Continuous Monitoring Capabilities. If the Vendor has no additional details, please state, "None."

Table 3-18. Continuous Monitoring Capabilities -- Additional Details

Continuous Monitoring Capabilities -- Additional Details
Can the vendor provide a current 3rd party attestation certification annually when required? <i>Note: SaaS vendors cannot use IaaS/PaaS certification unless the application is explicitly covered as part of the IaaS/PaaS assessments.</i> (CA-7, RA-3, SA-9)

Status of System Security Plan (SSP)

In the table below, explicitly state whether the SSP is fully developed, partially developed, or non-existent. Identify any sections that the VENDOR has not yet developed.

Table 3-19. Maturity of the System Security Plan

Maturity of the System Security Plan

In the table below, state the number of controls identified as "Not applicable" in the SSP. List the Control Identifier for each, and indicate whether a justification for each has been provided in the SSP control statement.

Table 3-20. Controls Designated "Not Applicable"

Controls are Designated "Not Applicable"

In the table below, state the number of controls with an alternative implementation. List the Control Identifier for each.

Table 3-21. Controls with an Alternative Implementation

Controls have an Alternative Implementation

[Type here]

Organization's Security Representative or designee

PLEASE PRINT NAME

SIGNATURE

Date

Exhibit B Attachment 4

OpenFox® Archive Retrieval Release Version 3.

Impact Statement

Revised 10/26/2017



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Date: 5-30-23

Contractor Initials: KS



Revision Tracking

The following is the document control for the revisions to this document.

Revision	Date of Issuance	Author(s)	Brief Description of Change
0.01	06/28/2017	Maria Martinez	Initial draft
0.02	08/15/2017	Maria Martinez	Revisions from CPI reviews
0.03	08/28/2017	Lori Ambrose	Revisions from Project Advisory Board and quality reviews
1.00	08/28/2017	Maria Martinez	Final published version
1.01	10/12/2017	Maria Martinez	Revisions from Lori's comments
1.02	10/26/2017	Maria Martinez	Updated CPI's Address

Definitions

The following are definitions of terms, abbreviations and acronyms used in this document.

Term, Abbreviation or Acronym	Definition
AIX	Advanced Interactive Executive
Archive V2	OpenFox® Archive Retrieval Version 2
Archive V3	OpenFox® Archive Retrieval Version 3
CPI	Computer Projects of Illinois, Inc.
MRI	Master Reference Index
SQL	Structured Query Language

CPI Reviewers

The following are the required CPI Reviewer(s) and Approver(s) of this document.

Department/Role	Reviewer Name	Review	Date
Manager, Software Updates	Marsha Sanchez	C/R	
Director, Project Management	Lori Ambrose	C/R	08/17/2017
Manager, Sales and Marketing	Marc Smith	C/R	08/17/2017
Project Advisory Board	Kevin Sawatzky, Ryan Sawatzky, Steven Sawatzky	R/A	08/17/2017



TABLE OF CONTENTS

1	INTRODUCTION	1
1.1	Requesting the Update	1
1.2	Prerequisites	1
1.3	Maintenance Hours	2
1.4	Upgrade Procedure	2
1.5	Preparation Steps and Information	2
2	NEW ARCHIVE RETRIEVAL FEATURES	3
2.1	Query Updates	3
2.2	Details Table Updates	4
2.3	Case Insensitive String Searches	5
2.4	Search Summary	5
2.5	Additional Progress Bars	5
2.6	Presentation View Update	6



OpenFox® Archive Retrieval Version 3 Impact Statement

1 INTRODUCTION

Computer Projects of Illinois, Inc. (CPI) is pleased to announce that version 3 of the OpenFox® Archive Retrieval (Archive V3) is now released for general availability. This version is available to our user community as a new installation or as an upgrade from version 2. The changes in this new release improves performance, functionality, portability, maintainability and transparency to the end user.

Archive V3 is built on the Fennec Broker platform. This new platform brings a new standard in terms of performance and reliability to the Archive Retrieval product. It bridges the gap between architecture differences such as different operating systems (AIX, Linux, Windows) and database technology (Oracle, SQLServer, etc.).

The Fennec Broker platform supports parallel processing to ensure that the Archive system remains responsive even when it is servicing many simultaneous user sessions. Archive V3 reports when a user's request has been delayed because there are too many concurrent requests from other users. This approach keeps the entire Archive system performant, while transparently reporting the status of any request to the user. Archive V3 brings consistency to the case sensitivity of string searches found in previous versions of Archive. Finally, this update includes further enhancements that are described in more detail in the "New Archive Retrieval Features" section.

As a general rule, CPI will first apply the update to your test system. Once CPI has obtained your approval, we will schedule the production upgrade.

1.1 Requesting the Update

To request the update, please contact the CPI Support Center. The Support Center will open an enhancement request ticket and the ticket will be assigned to the Software Update Group. You can contact the Support Center via email at support@openfox.com or by phone at 866-471-6305.

1.2 Prerequisites

The following outlines the prerequisites needed to upgrade to Archive V3

- Desktop Version 3.00.600, or later to be installed
- Java 6, or later installed on the server
- Configurator 7 or later, if agency only search logic is required
- Archive Retrieval Version 2 (Archive V2)

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Page 1

Contractor Initials: KS

Date: 5-30-23



OpenFox® Archive Retrieval Version 3 Impact Statement

If these prerequisites have not been installed, then they must be completed prior to starting the upgrade to Archive V3. This will require additional maintenance hours beyond those quoted below. Please contact your CPI project manager for additional information.

If Archive V2 is not currently installed, then this effort is not an upgrade. Instead, this effort is a new installation and must be implemented following the new product guidelines. Please contact your CPI project manager for additional information.

1.3 Maintenance Hours

If all system prerequisites are complete, then the effort required to upgrade from Archive V2 to V3 results in a total of 12 maintenance hours being billed to your account.

1.4 Upgrade Procedure

The upgrade to Archive V3 results in approximately 30 minutes of downtime for the Archive Retrieval system. During this time, the Archive Retrieval system is not available to any users. During this time, there may be an impact to the availability of the OpenFox® Message Switch, etc.

First, CPI will suspend the Archive Retrieval loads and disable the message switch interfaces used in Archive V2.

Next, CPI will upgrade the system software. This includes changes to the OpenFox Message Switch and associated applications, installing the Fennec Broker platform, implementing database changes, and updating the Archive Retrieval Client.

Finally, CPI will resume the Archive Retrieval loads.

At this point, CPI executes the Archive V3 test plan to verify the system is operating to specification, and then the software is ready for customer use.

Once testing has been completed by CPI's team of engineers, end users will need to completely exit out of the OpenFox Desktop application and relaunch to download the changes.

1.5 Preparation Steps and Information

Prior to the production upgrade, please make your user community aware of the production cut over impact. In particular they should be made aware that the Archive Retrieval system will be unavailable for approximately 30 minutes.

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Page 2
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Date: 5-30-23



2 NEW ARCHIVE RETRIEVAL FEATURES

This section describes the new features introduced in the Archive V3 release.

2.1 Query Updates

A search queue mechanism has been implemented in Archive V3 in order to increase the performance and reliability of the system especially when running concurrent searches. The system allows multiple searches to execute simultaneously. The exact number of searches that can execute simultaneously without impacting system performance depends on the amount of hardware resources (CPU, memory, etc.) available to the Archive system. CPI Engineers tune the Archive V3 system to support the maximum number of concurrent searches, given the hardware resources available.

When the system is already running the maximum number of simultaneous searches, and a user begins a new Archive search, the system will delay the new search until a previous search has completed. As soon as the previous search is complete, then the new search is processed. Provided that there are adequate hardware resources available to Archive, this situation should only arise on the rare occasion. However, in the event that it does, the Archive system reports the status to the user so that the user knows when the search has begun to process.

For example, a status of "PENDING: 2" denotes that the query is the second search that is delayed. When a currently running search completes, the Archive system will begin processing the search in position one, and this user's search status changes to "PENDING: 1", which denotes that it is the next search to be processed. As soon as another search completes, this search will be processed and the Archive system will change this search's status to "IN PROGRESS" and begin updating the percent complete of the search.



Search Queue

Search Count: 174

Result Set ID	Date/Time	# of Records	% Complete	Status	Source
26549	Jun 30, 2015 @ 04:22:45 PM	0	0%	PENDING: 9	(and) IN
26548	Jun 30, 2015 @ 04:22:44 PM	0	0%	PENDING: 8	(and) IN
26547	Jun 30, 2015 @ 04:22:44 PM	0	0%	PENDING: 7	(and) IN
26546	Jun 30, 2015 @ 04:22:44 PM	0	0%	PENDING: 6	(and) IN
26545	Jun 30, 2015 @ 04:22:44 PM	0	0%	PENDING: 5	(and) IN
26544	Jun 30, 2015 @ 04:22:44 PM	0	0%	PENDING: 4	(and) IN
26543	Jun 30, 2015 @ 04:22:44 PM	0	0%	PENDING: 3	(and) IN
26542	Jun 30, 2015 @ 04:22:44 PM	0	0%	PENDING: 2	(and) IN
26541	Jun 30, 2015 @ 04:22:43 PM	0	0%	PENDING: 1	(and) IN
26540	Jun 30, 2015 @ 04:22:43 PM	0	0%	IN PROGRESS	(and) IN
26539	Jun 30, 2015 @ 04:22:43 PM	0	0%	IN PROGRESS	(and) IN
26538	Jun 30, 2015 @ 04:22:43 PM	0	0%	IN PROGRESS	(and) IN
26519	Jun 30, 2015 @ 04:07:35 PM	439	100%	COMPLETE	(and) IN
26510	Jun 17, 2015 @ 09:26:52 AM	49	100%	COMPLETE	(and) IN
26361	Jun 15, 2015 @ 12:17:15 AM	165	100%	COMPLETE	(and) IN

2.2 Details Table Updates

The Result Set Details window provides additional information regarding the size of each message in the Archive result set. During the load process, the message switch traffic is broken down into segments for storage in the database. Each row is stored in chunks or segments based on how large the message is. Selecting a row from the table starts the load process of the selected record/message. The load time varies based on the size of the record being loaded.

Archive V3 displays the number of segments for each message in the result set. The larger the message the higher the number of segments, making it transparent to the user that the selected message might take longer to load, giving the user the option to load another record.

Record Count: 439

INTRIP	INRETR	INTIMES	INSEGS	INDESTPA	ROUTIME	ROUTSEGS	OUTSTI	OUTDION	SEGMENT
73833	ACK	20110321:171118	5	CP10	20110321:171138	1000000000	SPT3	CP1RUSS	5
73838	ACK	20110321:095447	6	CP10	20110321:095448	1000000001	CP10	CP1RUSS	6
73842	ACK	20110321:095452	7	CP10	20110321:095452	1000000001	CP10	CP1RUSS	7
73845	ACK	20110321:095454	8	CP10	20110321:095454	1000000001	CP10	CP1RUSS	8
74028	ACK	20110321:133437	9	CP10	20110321:133437	1000000001	CP10	CP1RUSS	9
74033	ACK	20110321:133440	10	CP10	20110321:133440	1000000001	CP10	CP1RUSS	10
74038	ACK	20110321:133443	11	CP10	20110321:133443	1000000001	CP10	CP1RUSS	11
74041	ACK	20110321:133446	12	CP10	20110321:133446	1000000001	CP10	CP1RUSS	12
74047	ACK	20110321:134933	13	CP10	20110321:134933	1000000001	CP10	CP1RUSS	13
74052	ACK	20110321:134936	14	CP10	20110321:134937	1000000001	CP10	CP1RUSS	14
74056	ACK	20110321:134939	15	CP10	20110321:134939	1000000001	CP10	CP1RUSS	15



2.3 Case Insensitive String Searches

Archive V2 provided inconsistent behavior regarding string searches. The Archive V3 system makes all string searches case insensitive. This makes the end user experience consistent and predictable when running a string search. As an example, consider the case where there are three messages in the system that contain the following text:

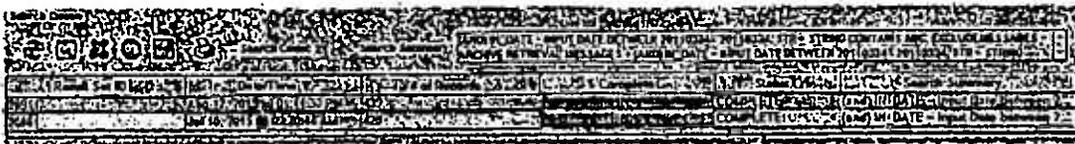
1. 'Wanted Person'
2. 'WANTED PERSON'
3. 'wanted person'

In Archive V2, a string search for the word 'Accepted' may only return message #1. The system may not return either message #2 or message #3, and the user would be unaware that these messages existed in the system. Archive V3 brings consistency to string searches, and the same search returns all three messages because the string search ignores upper and lower case characters.

2.4 Search Summary

In Archive V2, the search summary is displayed as a column in the Result Set table. The amount of text viewable to the user is limited. The user needs to either hover over the column, which does not provide a clear view of the entire summary, or increase the column width to view the entire search summary which can compromise the column size and view for other columns in the Result Set table.

Archive V3, in addition to the column view, displays the complete search summary in a scrollable text box above the Result Set table. This allows the user to easily view the entire search summary for the selected result and without compromising views to other components in the Result Set table.

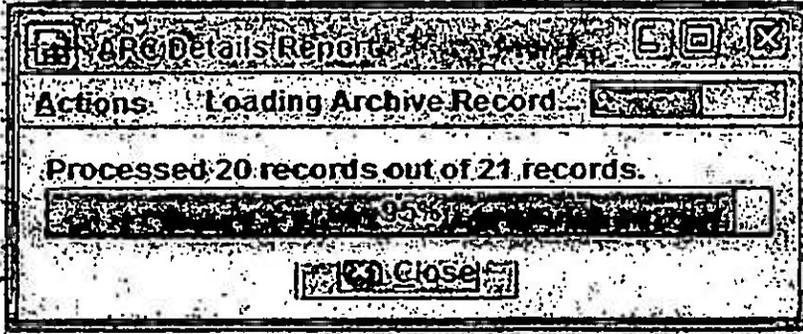


2.5 Additional Progress Bars

In Archive V2, when loading a group of records for a report or an export, a single progress bar is displayed for the number of records that have finished loading. The progress as each record is being loaded is not transparent to the user. During loads of a large record the user can't tell if there is any activity leaving the user to wonder if the loads are still in progress.



Archive V3 replaces the spinning arrow with a progress bar in the upper right-hand corner of the screen. This reports the progress for the individual record that is currently being loaded within the set.



2.6 Presentation View Update

When viewing a record in presentation view, the message details will be preceded by the Date and Master Reference Index (MRI) of the record. These values will be displayed in the reports and exports as requested by our end user community for better reporting.

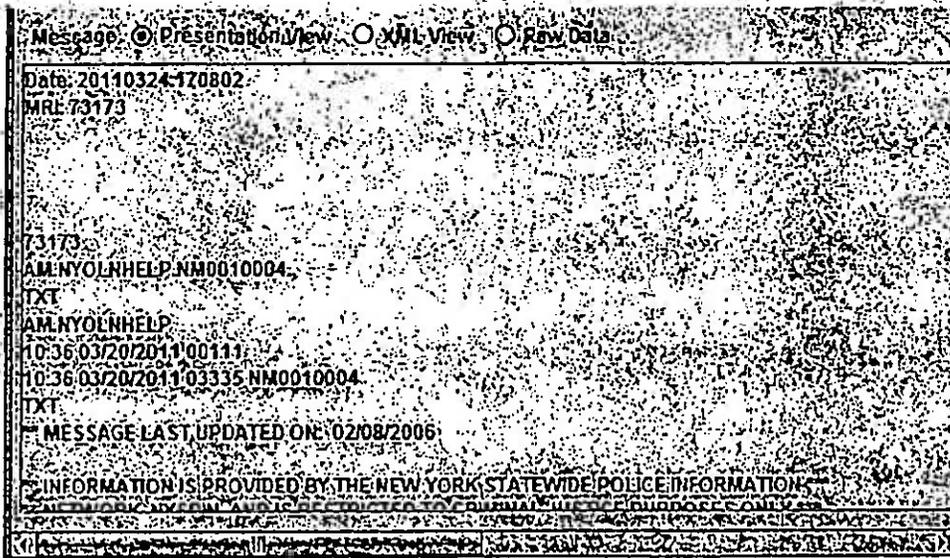


Exhibit B Attachment 5

OpenFox® Archive Retrieval Release Version 3.1

Impact Statement

Revised 1/20/2019



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Revision Tracking

The following is the document control for the revisions to this document.

Revision #	Date of Issuance	Author(s)	Brief Description of Change
0.01	12/16/2019	María Martínez	Initial draft.
0.02	12/18/2019	Lori Ambrose	Revisions from Director-PM review
0.03	12/19/2019	Lori Ambrose	Revisions from Project Advisory Board review
0.04	01/20/2019	María Martínez	Fixed typo

Definitions

The following are definitions of terms, abbreviations and acronyms used in this document.

Term/Abbreviation/Acronym	Definition
Archive V3	OpenFox® Archive Retrieval Version 3
Archive V2	OpenFox® Archive Retrieval Version 2
CPI	Computer Projects of Illinois, Inc.

CPI Reviewers

The following are the required CPI Reviewer(s) and Approver(s) of this document.

Department/Role	Reviewer Name	Review	Date
Director, Data Services	Karen Yuan	C/R	
Manager, Software Updates	Marsha Sanchez	C/R	
Director, Project Management	Lori Ambrose	C/R	12/18/2019
Manager, Sales and Marketing	Marc Smith	C/R	
Project Advisory Board	Kevin Sawatzky, Ryan Sawatzky, Steven Sawatzky	R/A	12/19/2019



**OpenFox® Archive Retrieval Release
Version 3.1
Impact Statement**

TABLE OF CONTENTS

1 Introduction	4
1.1 Requesting the Update	4
1.2 Prerequisites	4
1.3 Maintenance Hours	4
1.4 Upgrade Procedure	4
1.5 Preparation Steps and Information	5
2 New Archive Retrieval Features	5
2.1 Search Criteria Enhancement	5
2.2 Date/Time Range Enhancement	7
2.3 NCIC Compatibility Enhancement	7
2.4 String Search Enhancement	7
2.5 Maximum Number of Records Enhancement	7



1 INTRODUCTION

Computer Projects of Illinois, Inc. (CPI) is pleased to announce that version 3:1 of the OpenFox® Archive Retrieval (Archive V3.1) is now released for general availability. This version is available to our user community as an upgrade from version 3 or as a new installation. The changes in this new release improve the functionality as described in section 2 of this document.

As a general rule, CPI will first apply the update to your test system. Once CPI has obtained your approval, CPI will schedule the production upgrade.

1.1 Requesting the Update

To request the update, please contact the CPI Support Center. The Support Center will open an enhancement request ticket and the ticket will be assigned to the Software Update Group. You can contact the Support Center via email at support@openfox.com or by phone at 866-471-6305.

1.2 Prerequisites

The prerequisite needed to upgrade to Archive V3.1 is Archive V3. If Archive V3 is not currently installed, then it must be completed prior to starting the upgrade to Archive V3.1. This will require additional maintenance hours beyond those quoted below. Please contact your CPI project manager for additional information.

If Archive V2 or later is not currently installed, then this effort is not an upgrade. Instead, this effort is a new installation and must be implemented following the new product guidelines. Please contact your CPI project manager for additional information.

1.3 Maintenance Hours

If all system prerequisites are complete, then the effort required to upgrade to Archive V3.1 from Archive 3:0 results in 25 maintenance hours being billed to your account.

1.4 Upgrade Procedure

The upgrade to Archive V3.1 will take approximately ten (10) minutes of downtime for the Archive Retrieval system. During this time, the Archive Retrieval system is not available to any users.

CPI will upgrade the system software necessary for the new version which includes changes to the OpenFox Message Switch, the Fennec Broker platform, and updating the Archive Retrieval



OpenFox® Archive Retrieval Release
Version 3.1
Impact Statement

Client.

After the above changes are in, CPI executes the Archive V3.1 test plan to verify the system is operating to specification. Once testing has been completed by CPI's team of engineers, end users will need to completely exit out of the OpenFox Desktop application and relaunch to download the changes. Then the software is ready for customer use.

1.5 Preparation Steps and Information

Prior to the production upgrade, please make your user community aware of the production cut over impact. In particular they should be made aware that the Archive Retrieval system will be unavailable for approximately ten (10) minutes.

2 NEW ARCHIVE RETRIEVAL FEATURES

This section describes the new features introduced in the Archive V3.1 release.

2.1 Search Criteria Enhancement

The search functionality was enhanced to allow the user to define a search field multiple times within a single search request using combinations of equals, like, contains, not equal or not like.

For example, in prior versions, to find all QH transactions submitted by input stations starting with 'CPI' or 'XML' requires a user to run multiple searches as described below. The user can then merge the search result sets using the Merge action provided by the Archive Client.

The user must run a query to find all QH transactions submitted by input stations starting with 'CPI' as follows.



The user must then run a query to find all QH transactions submitted by input stations starting with 'XML':

The screenshot shows a search interface with the following fields and values:

- Message Key:** XML
- IN_STN - Input Station ID:** XML

Buttons for 'Merge' and 'Search' are visible at the bottom.

The user can then merge both result sets by selecting both result sets and clicking on the Merge action:

SEARCH	DATE	TIME	STATUS	MESSAGE KEY	IN_STN	SEARCH	DATE	TIME	STATUS	MESSAGE KEY	IN_STN
SEARCH	Dec 23, 2013	9:12:00 PM	COMPLETE	XML	XML	SEARCH	Dec 23, 2013	9:12:00 PM	COMPLETE	XML	XML
SEARCH	Dec 23, 2013	9:12:00 PM	COMPLETE	XML	XML	SEARCH	Dec 23, 2013	9:12:00 PM	COMPLETE	XML	XML

In Archive V3.1, this can now be accomplished through a single search request as displayed in the following screenshot. The new search functionality will interpret the following as an 'or' for the multiple IN_STN search fields defined.

The screenshot shows a search interface with the following fields and values:

- Message Key:** XML
- IN_STN - Input Station ID:** XML
- IN_STN - Input Station ID:** XML

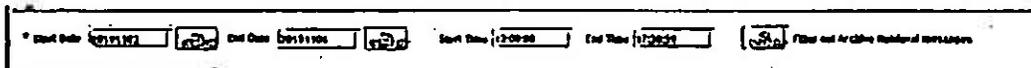
Buttons for 'Merge' and 'Search' are visible at the bottom.



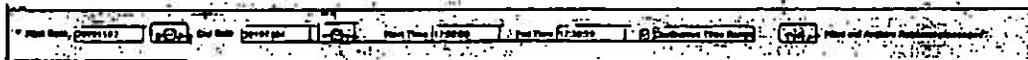
2.2 Date/Time Range Enhancement

The search functionality was enhanced to allow a user to search based on a continuous date/time range.

For example, in prior versions, if a user defines a date/time range as shown in the following screenshot, the search functionality will return all archive transactions ran within the time range specified for each day (i.e. 20191102 between 12:00 - 17:30, 20191103 between 12:00 - 17:30, 20191104 between 12:00 - 17:30).



In Archive V3.1, the user can choose to run a search based on a continuous date/time range. For example, clicking on the "Continuous Time Range" highlighting below, the date/time range specified would return all archived transactions ran between 12:00 PM on 20191102 through 17:30 on 20191104).



2.3 NCIC Compatibility Enhancement

The search functionality was enhanced to account for NCIC storing the letter 'O' as the number zero. In Archive 3.1, the search logic queries for both the letter 'O' and number zero.

2.4 String Search Enhancement

The search functionality was enhanced to properly return the records matching the search criteria defined for a string search. Messages longer than 4000 characters are stored in the Archive database in segments. Additionally, the header and trailer are stored in separate segments regardless of the length. In prior versions, if the string search criteria spanned across segments, the record was not returned. In Archive 3.1, the search logic was enhanced to search across the entire string, even the portions that are split into multiple segments. For example, if the end of the first segment is 'TE' and the beginning of the second segment is 'ST', then the enhanced search logic will properly return a match on a search for 'TEST'.

2.5 Maximum Number of Records Enhancement

The search functionality was enhanced to properly report when the maximum number of records is reached. There is a system wide setting in Archive to denote the maximum number of records returned in a search result (default: 5000. In prior versions, when the maximum number of



OpenFox® Archive Retrieval Release
Version 3.1
Impact Statement

records message is reported, the actual number of records returned could be less than or more than the maximum number allowed. In Archive 3.1, the search logic was enhanced to properly report when the maximum number of records has been reached.

Additionally, the time of the last record in the search status when maximum number of record reached is also displayed, which allows the user to define the next search's start date/time.

Search ID	Search Date	Search Time	Search Status	Search Results
1	2023-05-30	10:00:00 AM	Completed	1000000
2	2023-05-30	10:05:00 AM	Completed	1000000
3	2023-05-30	10:10:00 AM	Completed	1000000
4	2023-05-30	10:15:00 AM	Completed	1000000
5	2023-05-30	10:20:00 AM	Completed	1000000
6	2023-05-30	10:25:00 AM	Completed	1000000
7	2023-05-30	10:30:00 AM	Completed	1000000
8	2023-05-30	10:35:00 AM	Completed	1000000
9	2023-05-30	10:40:00 AM	Completed	1000000
10	2023-05-30	10:45:00 AM	Completed	1000000

EXHIBIT B - ATTACHMENT 6 Preliminary Work Plan

Table of Contents

1. PROJECT SCOPE MANAGEMENT
 - 1.1. BUSINESS REQUIREMENTS ACTIVITY
 - 1.2. PROJECT SCOPE REFINEMENT
2. MILESTONE, DELIVERABLE, and COST TABLE
3. RESOURCE ALLOCATIONS
4. MIGRATION PLAN

Page 1 of 16

Contractor Initials: KS

Date: 5-30-23

1. Project Scope Management

1.1 Business Requirements Activity

Each project will be preceded by a discovery phase whereby the detailed project scope will be defined through preliminary requirements gathering sessions including the project managers, project sponsor, and subject matter experts from both parties. The goal of these requirements-gathering sessions is mutual agreement on the required scope to include deliverables, constraints, exclusions, assumptions, risks, and acceptance criteria. The project's SOW will be developed based on the documented and approved requirements. The project's SOW provides a detailed description of the project, deliverables, constraints, exclusions, assumptions, risks, and acceptance criteria. If the scope of work includes new business requirements or modifications to existing business requirements, a functional requirements document will also be delivered in conjunction with the SOW.

1.2 Project Scope Refinement

Supplemental to the SOW, certain projects will require CPI to perform site-specific discovery and analysis and document the results in a deliverable report. This will be completed in the Discovery phase of the project.

Examples of such reports for specific targeted projects include:

- SaaS System Specification
- Nets XML Analysis Report
 - NLETS XML Message Key Analysis (In-Scope and Out-of-Scope)
 - Rollout Prioritization
 - Style Sheet Analysis
 - Interface Analysis
 - Message Size Configurations
- NexGen Hotfiles & Validation

2. Deliverable and Milestone Schedule

The following tables provide an interim project plan for each identified project which includes payment milestones and invoicing schedules. Additionally, an interim project roadmap for the contract period has been provided in the Appendix.

2.1 SaaS Migration + Archive v3.1 Upgrade

PROJECT: SaaS Migration + Archive v3.1 Upgrade					
Project Phase Milestone	Deliverables	Duration	Prelim Target Dates	Payment Milestone	Invoice Amount
Delivery and Acceptance of Statement of Work	1. SaaS System Specification 2. Statement of Work (SOW) 3. Data and conversion analysis (Archive 3) 4. VPN Network Tunnel Established	1 mth	07/01/2023 – 07/31/2023	20%	\$70,000
Planning & Prerequisites Complete	1. Project Kickoff Meeting 2. Project Plan/Schedule 3. Project Control Log (PCL) Site, System and Interface Survey	1 mth	8/1/2023 – 9/1/2023	N/A	\$0.00
Test Acceptance State Sign Off Complete	1. Complete the scope of work, perform CPI testing, and deliver configurations to UAT 2. Notification of	3 mths	9/01/2023 - 11/30/2023	60%	\$210,000

Page 3 of 16

Contractor Initials: KS

Date: 5-30-23

	User Acceptance Testing - Formal notification User Acceptance Testing (UAT) is authorized to begin				
Validation and User Acceptance Testing Complete	1. Testing performed by the Customer to validate the functionality in accordance with the approved specification and established acceptance criteria 2. Signed UAT Acceptance Form - Written acknowledgement from customer that UAT is complete; and written approval for CPI to move the delivered project scope to production	7 weeks	11/20/2023 – 1/13/2024	N/A	\$0.00
State Acceptance of System and PROD	1. Cutover Plan 2. Complete deployment planning and staging activities, and deliver configurations to production 2. Project Acceptance Form	2 wks	1/13/2024 – 1/23/2024	20%	\$70,000.00
Project Transition and Closure Complete	1. Project Closeout Activities Completed		Within thirty (30) calendar days after implementation and	N/A	\$0.00

			Cutover Complete		
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2.4 Niets XML Conversion

PROJECT: Niets XML Conversion					
Project Phase Milestone	Deliverables	Duration	Prelim Target Dates	Payment Milestone	Invoice Amount
Delivery and Acceptance of Statement of Work	1. Niets XML Analysis Report 2. Statement of Work (SOW)	2 mths	1/05/24 - 2/28/24	20%	\$14,000.00
Planning & Prerequisites Complete	1. Project Kickoff Meeting 2. Project Plan/Schedule 3. Project Control Log (PCL)	1 mth	7/01/2024 - 7/30/2024	N/A	\$0.00
Test Acceptance State Sign Off Complete	1. Configure the foundational code, perform CPI testing, and deliver configurations to UAT 2. Notification of User Acceptance Testing - Formal notification User Acceptance Testing (UAT) is authorized to begin	2 mths	08/01/2024 - 09/30/2024	60%	\$42,000.00
Core Foundational Code Validation and User	1. Testing performed by the Customer to validate the functionality in accordance with the	10 days	09/30/2024 - 10/10/2024	N/A	\$0.00

Page 5 of 16
 Contractor Initials: KS
 Date: 5-30-23

Acceptance Testing Complete	approved specification and established acceptance criteria 2. Signed UAT Acceptance Form - Written acknowledgement from customer that UAT is complete; and written approval for CPI to move the delivered project scope to production				
State Acceptance of System and PROD	1. Cutover Plan 2. Cutover of the core Foundation Code to the OpenFox production environment	5 days	10/10/2024	20%	\$14,000.00
Key Set Promotion Complete	1. Testing and approval to configure and promote converted Nlets queries and responses for the agreed to message keys to PROD received from the Customer 2. Project Acceptance Form	2.5 mths	10/10/2024 - 12/05/2024	N/A	\$0.00
Project Transition and Closure Complete	1. Project Closeout Activities Completed		Within thirty (30) calendar days after Implementation and Cutover Complete	N/A	\$0.00

PROJECT	NexGen Hotfiles	PROJECT	NexGen Hotfiles	PROJECT	NexGen Hotfiles
Project Phase Milestone	Deliverables	Project Phase Milestone	Deliverables	Project Phase Milestone	Deliverables
Delivery and Acceptance of Statement of Work	1. Hotfile Conversion Plan - Catalog/Map NH local hotfiles and specific DB business rules 2. Statement of Work (SOW)	4 mths	5/01/2024 - 9/01/2024	20%	\$313,000.00
Planning & Prerequisites Complete	1. Project Kickoff Meeting 2. Project Plan/Schedule Project Control Log (PCL)	1 mth	1/14/2024 - 2/13/2024	N/A	\$0.00
Test Acceptance State Sign Off Complete	1. Complete the scope of work, perform CPI testing, and deliver configurations to UAT Notification of User Acceptance Testing - Formal notification User Acceptance Testing (UAT) is authorized to begin	9 mths	2/13/2024 - 11/13/2024	60%	\$939,000.00
Validation and User Acceptance Testing Complete	1. Testing performed by the Customer to validate the functionality in accordance with the approved specification and established acceptance criteria	1 mth	11/13/2024 - 12/13/2024	N/A	\$0.00

	Signed UAT Acceptance Form - Written acknowledgement from customer that UAT is complete; and written approval for CPI to move the delivered project scope to production				
State Acceptance of System and PROD	1. Cutover Plan 2. Complete deployment planning and staging activities, and deliver configurations to production Project Acceptance Form	1 mth	12/13/2025 - 1/13/2025	20%	\$313,000.00
Project Transition and Closure Complete	1. Project Closeout Activities Completed		Within thirty (30) calendar days after Implementation and Cutover Complete	N/A	\$0.00

Resource Allocations

Each CPI project is undertaken with a unique Staffing Plan tailored to the Project needs. Staffing is determined by the scope of the Project. CPI resources will be brought in and out of the Project as needed, according to the Resource Management Plan and at the direction of the CPI Director(s).

CPI employs qualified resources to manage projects and customer workload as specified in the Project Schedule. CPI Staff requirements may include: project manager, engineering subject matter experts, network communications, trainers, and testers. CPI staff will perform all services remotely from the CPI facility in Bollingbrook, Illinois unless otherwise agreed to in writing by all parties. Day-to-day management of the Project staff is the responsibility of the CPI PM and designated Director(s).

The SaaS migration and Archive v3.1 upgrade project will require resources from the following CPI functional teams:

- Systems
- Message Switch
- Database
- Data Services
- User Apps
- Project Management

The following is a summarized table of the roles and responsibilities allocated to each CPI project member to complete the SaaS migration and Archive v3.1 upgrade project:

Role	Responsibility
Sponsor	Commissions others to deliver the Project, and champions the cause throughout the Project.
Project Manager	Responsible for the successful planning, execution, monitoring, control and closure of a project.
Subject Matter Expert	Involved in the details of a specific business process or technical process and has in depth business or technical knowledge and experience within their area.
Project Oversight Directors of Engineering	Provides direction and oversight to functional engineering teams to include resource management, task management, quality assurance, testing and delivery.
Project Governance	Provides operational level direction and guidance to the Project. Reviews and approves minor changes to the Project (budget, scope, schedule). First escalation point in resolving project resource issues. Reviews project deliverables.
Network Security Engineer x2	VPN tunnel requirements and support; Networking Support.
Infrastructure/Systems Engineer x2	System specifications; System sizing and hardware configuration/build of; Hosting Environments; Hardware, software and networking support

Role	Responsibility
Message Switch Engineer x3	Archive DB Upgrade; Support system sizing effort, Message Switch migration and build; Core software upgrade; System Testing
Database Administrator x2	Database server software installation and configuration; Database migration (Archive; Hotfiles)
Database Software Engineer x3	Archive DB Upgrade; DB Migration Quality Control and System Testing
Data Services Engineer x2	Archive DB Upgrade
Comim Interface Engineer x2	Interface Migration Quality Control and System Testing
User Applications Engineer x2	OpenFox client connectivity and testing (OpAid; Desktop/Messenger; Archive Client)

4. Migration Plan

4.1 Migration Project Approach

The SaaS Migration project will be implemented in a phase gate approach. The following table represents the High-Level implementation stages of the project:

1	Discovery and Design
2	Planning PreRequisites - VPN Tunnel
3	Systems - SaaS Environment Build
4	Switch Development
5	Cross-Functional Development
6	Test System Cutover and System Integration Testing
8	User Acceptance Testing

9	Deployment Planning and Production Cutover
10	Post Production

4.2 Scope Summary

CPI will perform the following services in order to complete the migration:

- Build a SaaS system in CPI's data center to house the OpenFox Message Switching System
- Transfer and convert the OpenFox data, software, and configurations to CPI SaaS architecture
- Provide two test (UAT and SIT) environments
- Provide one production environment
- Provide necessary details for the Customer to establish a site-to-site VPN tunnel and provide up to three (3) days of effort assisting in a consulting role to help the Customer establish network connectivity
- Establish connections from the SaaS solution to the Customer communications end points through the VPN tunnel for test and validation of the conversion
- Implement a vCenter server HA solution for virtual environments
- Install and configure Archive V3.1
- Perform system integration testing
- Transition the new SaaS solution into production

4.3 Customer Responsibilities

Any Project of this nature is a cooperative effort. With that in mind, the Customer shall perform the following tasks and responsibilities in order to complete the Project:

- Project oversight to include a point of contact
- Provide CPI with timely access to all needed databases, interfaces and the OpenFox Message Switch resources via Virtual Private Network ("VPN") or other external validation techniques as provided by the Customer, and as reasonably acceptable to CPI
- Communicate and coordinate with Nlets, other Customer departments, third-party vendors, and/or end users, as required
- Identify, coordinate, and implement any required changes to existing non-CPI, Customer System Certified Client Software, user agency interface, and/or mobile vendor software
- Provide resources in a reasonably timely manner for discovery and testing as

required for this project

- Partner with the CPI to gather and document the business and functional requirements, which will be approved by both parties in writing if separate from this SOW
- Develop a UAT Plan and complete UAT testing within thirty (30) calendar days of delivery of the requested changes
- After each tender of a deliverable or CPI's claim of milestone completion, complete and return the Deliverable/Milestone Acceptance Form (the "Form") to CPI
- Give final written approval to move the configurations to Production ("PROD")
- Validate file transfers are complete, correct, accepted, and free of any misnomer or error.
- Create additional communications interfaces for testing, according to the test plan
- Implement the agreed upon VPN tunnel solution on the Customer network equipment for connectivity to CPI's site
- Modify and verify all network components from the Customer side of the Internet VPN Tunnel to ensure connectivity to CPI's datacenter
- The Customer is responsible for all network configuration changes to their existing network equipment to re-route necessary traffic to the SaaS solution

4.4 Discovery and Design

The CPI Systems team will size the new hosted State Message Switch (SMS) based on system analysis performed and captured in the SaaS System Specification document during the Discovery and Design stage of the project.

4.5 Planning and Prerequisites - VPN Tunnel

Connectivity to the State SPOTS Switch will be completed via point-to-point Virtual Private Network (VPN) tunnel using agreed-upon security traffic protocols between the State and CPI. The State is responsible for all networking on its side of the VPN tunnel, including firewall and IP NAT rules, as well as physical server maintenance for the VPN equipment. CPI will provide the State a list of applications and associated ports required to be reachable.

During this phase of the project, the NHSP and CPI will work together to set up the point-to-point IPsec Virtual private Network ("VPN") tunnel. The phase will be considered complete when communications between the CPI Tier 3 Data Center and the NHSP Data Center are running continuously. Dependencies associated with this phase include both NHSP and CPI resource availability, and technological agreement on the implementation of the VPN tunnel.

CPI networking engineers and NHSP personnel will exchange necessary information to ensure connectivity between the CPI Tier 3 Data Center and the NSP Data Center. Being the single most important phase of the project, all other phases and work are predicated on the VPN tunnel connectivity. This includes, but is not limited to:

- IP addresses for target machines
- NCIC Router
- Nlets Router
- Firewalls
- Ports for traffic flow
- Security protocols
- Personnel lists and security roles
- Tunnel permissions

4.6 Systems - SaaS Environment Build

CPI will begin building and licensing the necessary hardware and software in its Tier 3 Data Center for each instance of the OpenFox applications per specification documented in the System Specifications Document .

All needed equipment and software will be procured and installed by members of the CPI Systems Team at its facility in Bolingbrook, IL. The breadth of CPI personnel with access to the systems at this time is small; the Systems Teams and Database Administrators will solely be interacting with the NSP build at this time.

4.7 Message Switching System (MSS) Migration

Upon completion of the initial systems build, the CPI Switch team will begin building the SMS provided no active projects are still in progress. If such a project exists and is deemed necessary, it is a dependency before a system upgrade can be performed and a change request will be required to account for a delay in the project schedule. Additionally, Enhancement tickets that are in progress will be required to either be promoted to Production or be backed up prior to starting the system migration.

The Message Switch team is the initial team participating in the migration and conversion effort. They are responsible for bringing the designated test node to be viable for other departments to begin their work (e.g. Data Services, Databases, Interface). At a high level the switch team will copy the NHSP production message switching system to CPI's internal RHDEV environment, perform a code review and software update to ensure the states core Openfox software is in compliance with the most recent

standardized OpenFox code release, migrate all system code, configuration and user data files, build and start the FOX on the new SaaS Test Node.

4.7 Cross Functional Team Development/Migration

Cross-functional development involves all departments that are deemed necessary for this project type. All work is done at the new test node. The time for this phase will vary depending on the scope/complexity of the system upgrade.

CPI will upgrade the following databases to run on CPI's current SaaS environment that will be maintained by CPI, including database administration, Oracle licensing, and maintenance.

- Archive v2 to v3.1
- Hotfiles

Migrating the Archive and Hotfiles Databases to the new SaaS Database Virtual machines will be preceded by an exploratory step whereby CPI will document mapping of the current TEST DB schema to the new SaaS TEST DB Schema. CPI will utilize Oracle Data Pump to perform the Database migration.

The existing New Hampshire Archive v2 data will be migrated from the existing NH production Archive v2 database to the new SaaS Archive v 3.1 database. The Archive V3.1 Client will be used to query messages archived in V3.1.

4.8 Test System Cutover and System Integration Testing

In order to ensure that subsequent milestones can be adhered to and not deviate from established schedules, it is imperative that NLETS and NCIC connectivity be in place in order to test interfaces but to also ensure that remote vendors are able to test. CPI will coordinate with NHSP to ensure they have a networking change plan in place prior to this phase to ensure a smooth transition to cutover the current UAT and SIT Test environments over to the new SaaS Test environments. Typically, customers will simply NAT the existing Message Switch IP to the new Message Switch IP to minimize impact to existing system endpoint connectivity.

CPI and NHSP will work together to establish the formal Test Cutover Plan to be adhered to day of cutover which will include cutover schedule, outage duration, required resources, engineering tasks and rollback plan. At the designated date and time, the NHSP and CPI project staff will execute the cutover to the UAT and SIT environments.

Once the NHSP UAT test node has been cutover to the SaaS UAT Test node and the system is connected to the required interfaces, CPI will proceed with System Integration Testing as a quality control step prior to turning over to NHSP for User Acceptance Testing.

Outcomes:

- All involved departments incorporate their changes and updates into the new test node
- Test plan is established for System Integration Testing
- Test node is ready for System Integration Testing
- NLETS and NCIC test connections are in place to allow System Integration Testing
- CPI completes System Integration Testing and emails UAT Notification Form to designated NHSP point of contact establishing start of the User Acceptance Testing phase of the project
- PCR is issued to reflect project delay if NLETS and NCIC test connections are not in place.

4.9 User Acceptance Testing

UAT is performed by NHSP users and follows an established Test Plan. This is a collaborative effort between the NHSP, CPI, and any third-party vendors. The success/fail criteria should be known and agreed to by all parties prior to this test level. End-User Testing constitutes the final stage of UAT. NHSP is responsible for testing transaction processing prior to scheduling the Production cutover.

4.10 Deployment Planning and Production Cutover

As the UAT window gets closer to completion, the team, in coordination with the NHSP staff, must determine if the program is to proceed to Production. If it is not, sufficient reasons must be provided. Otherwise, engineering must discuss the coordination among the project staff on this process. The documented process is a gate-check in that it must be approved by the project staff before any Cut to Production event is scheduled.

Outcomes:

- Go / No-Go
 - No-Go, reasons for not proceeding and next steps (e.g. canceled?)
 - Example: NLETS and NCIC Production connections are not in place.
- Go
 - An approved, documented Cut to Production process
 - A scheduled Cut to Production date, time.
 - PM-responsibility: Customer Cutover Notification

At the designated date and time, the NHSP and CPI project staff will perform the Cut to Production. At a high-level, it is the process of transitioning over to the designated Production node. CPI and NHSP will work together to establish the formal Production Cutover Plan to be adhered to day of cutover which will include cutover schedule, outage duration, required resources, engineering tasks and rollback plan. On the actual day of cutover, the project team is expected to monitor until an all-clear is coordinated and approved by the customer. It is the Project Manager's responsibility to get this all-clear from the customer.

Outcomes:

- Cut to Production is satisfactorily completed and handed over to the customer.
- Or
- Issues arise that require a rollback (e.g. unforeseen customer concerns). A review will be conducted and determine the next steps for this project.
 - Project Manager receives written or verbal approval of this cutover.



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum

CPI SAAS SITE MAINTENANCE AND SUPPORT ADDENDUM

This CPI SaaS Maintenance and Support Addendum ("M&S Addendum") is attached to and forms a part of the OpenFox® SaaS Software License Agreement (the "Agreement") to which it is attached, by and between Computer Projects of Illinois, Inc., an Illinois corporation, with offices at 400 Quadrangle Drive, Suite F, Bolingbrook, Illinois 60440 (from now on referred to as "CPI"), and the Licensee. CPI and Licensee are referred to individually as a "Party" and collectively as the "Parties" in the Agreement and this Addendum. The capitalized terms used in this M&S Addendum and the Agreement shall have the same meaning.

BACKGROUND AND PURPOSE

CPI has, pursuant to the Agreement, licensed the access to and use of certain OpenFox® software, which for this Licensee includes only the Licensed Software. The Parties also desire CPI to provide maintenance and support to Licensee in connection with the Licensed Software. CPI has done and will continue to develop further the current features utilized in the Licensed Software. Licensee desires to use CPI's maintenance and support services for the Licensed Software following the terms of this Addendum.

NOW, THEREFORE, in consideration of the Background and Purpose, which is incorporated into and made a part of the Agreement by this M&S Addendum, and of the mutual covenants and agreements from now on set forth, the Parties hereto further agree as follows:

1. ADDITIONAL DEFINITIONS

1.1 "Business Day" means 8:30 AM - 5:00 PM Monday through Friday, United States Central Time, excluding federal public holidays.

1.2 "System" means (i) the combination of hardware, software, and networking elements that comprise an information technology system but excludes any portion purchased thereof by Licensee from a Third-Party seller directly or indirectly through any reseller including without limitation CPI ("Third-Party Components").

1.3 "Maintenance Services" means (a) support to address any issues Licensee may experience with the System for all components supplied or owned by CPI including, without limitation, the Licensed Software ("CPI Components"); (b) online technical system documentation available to the Licensee for CPI Components (c) telephone technical support 24/7 via toll-free phone number for CPI Components (d) email technical system support with a maximum 24-hour turnaround from receipt by CPI with respect to email inquiries from Licensee for CPI Components, (e) maintenance and support of existing communication interfaces for all CPI Components (f) escalation process, as defined in Schedule A attached hereto, for technical support issues for CPI.



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum

Components (g) remedial maintenance: off-site via telephone or secure connection to the Licensee's System for CPI Components. All maintenance will be performed by qualified personnel who are familiar with the system; backup maintenance resources; remote diagnostic capabilities; if Licensee provides reasonable notice to report system malfunction; Help Desk services within certain designated hours where matters are handled on a priority basis as determined in the reasonable discretion of CPI; and, the following System services, commencing upon installation of the System pursuant to the SOW;

- (i) Error Correction: Upon reasonable notice by Licensee of an issue with the System (if the issue can be replicated), CPI shall use response times as described in Schedule A, to correct or provide a working solution for the issue.
- (ii) Material Defects: CPI shall notify the Licensee of any material errors or defects in the System known to CPI or made known to CPI from any source during the Term that could cause the production of inaccurate or otherwise materially incorrect results.
- (iii) CPI shall initiate actions to provide corrections of errors or defects by any means CPI, in its sole discretion, deems appropriate.
- (iv) Updates: All new releases and bug fixes obtained by CPI without charge ("Free Updates") will be made available to Licensee at no charge. However, CPI will charge for implementing new releases following its "Banked Hours" policy specified in Section 2 of this M&S Addendum in accordance with the terms of the State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached.
- (v) Subject to the Licensee's payment of the applicable fees as described in the State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached, and its compliance with all other obligations under the Agreement and this M&S Addendum, CPI will provide Licensee on a timely basis with backup services specifically limited to backups of source code and configuration files for the System, in accordance with the terms of the Agreement.

1.4 "Support" means (i) the management of the Licensed Software by a CPI team, (ii) availability of live support by telephone as described in Maintenance Services, and (iii) any other additional support services described in writing and signed by both Parties.

1.5 "Confidential Information" means confidential, proprietary, or trade secret information as defined in the State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached.



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum

1.6 "Supplementary Services" means services the Licensee purchases from CPI under a description of services other than the Maintenance Services described in this Addendum. Both parties shall agree upon such Supplementary Services in writing with an appropriate statement of work. Examples of Supplementary Services include, but are not limited to:

- providing architecture, design, network topology documents
- network consultation services
- security assessments, or documentation for system audits by a federal governmental agency
- Any enhancements or new functionality to the system that is currently not on the system at the time of the SOW writing

1.7 "SaaS Services" means (i) hardware platform and components, (ii) all needed third-party software licenses needed for hardware platform and components, (iii) disk storage, (iv) backups, and (v) Internet VPN for Licensee access. The central site location for hosted clients is the secure hosting center at the CPI facility.

2. SAAS HOSTING OBLIGATIONS

2.1 Subject to payment of the Fees as described in the State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached, and Licensee's performance of all of its obligations under the Agreement and this Addendum, CPI's obligation to provide SaaS Services is contingent upon both Parties having signed this Addendum.

2.2 CPI shall provide SaaS Services to Licensee on a non-exclusive basis. CPI and Licensee may access and use the System. CPI shall (i) maintain its data, equipment and servers upon which the System will reside, together with all required third party software, (ii) utilize its platform to host the System, and (iii) provide Licensee with real-time access to the System for Licensee to run the System and use it for its intended purposes. System hosting is limited to use by Licensee. The licensee may not use the System to provide services to third parties, unless approved in advance and writing by CPI.

2.3 CPI provides access to the System 24 hours per day, 7 days per week, except in those instances where planned maintenance is being conducted and System access will need to temporarily be discontinued. CPI will give advanced notice to the State, at least two (2) weeks in advance, of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. Interruption for planned maintenance will occur on regularly scheduled, mutually agreeable, maintenance window.

2.4 In rare instances, the System may experience errors that cause it to be temporarily unavailable. However, CPI shall provide 99.9% availability, with only 0.1% downtime measured on a monthly basis.

2.5 CPI will provide system and application support sufficient to maintain the following performance level: "Latency" shall mean the measurement of time between when the message-switching application receives the message and the time the message switch application



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum begins transmitting any derived messages to the ultimate destination. If the destination is unavailable for immediate delivery, then Latency shall mean the measurement of time between when the message switching application receives the message and the time at which the derived messages are placed in queue for the destination. Average times shall be based upon a compilation over a one month period. Average message Latency time applies to: (1) Hot Files for Single Hit/No Image Responses, (2) III, (3) DMV, and (4) Record Entry, and 5) NCIC 6) Nlets.

3. BANKED HOURS

- 3.1 CPI will reserve and make available to the Licensee ten (10) hours of Maintenance Services per month for each month the Term of the Agreement is in effect ("Banked Hours"). Banked Hours can only be used for "Maintenance Services" as defined in Section 1.3 above.
- 3.2 Banked Hours may only be used for Maintenance Services that are performed for any purpose that is not tied to a failure of CPI services to operate as specified. This includes the hours used for diagnostics and troubleshooting services that identify faults that result in use of the Banked Hours. Banked Hours may also be used for the discovery phase relating to potential Supplementary Services which result in the creation of a SOW for such Supplementary Services.
- 3.3 In the event that the Banked Hours for Maintenance Services is not used in any month, the Banked Hours not used can be applied to one or more subsequent months with a maximum accrual of Banked Hours being eight (8) months, or a maximum accrual of eighty (80) hours.
- 3.4 Under no circumstance may Banked Hours be used toward annual License Fee payment for the use of CPI's Licensed Software.
- 3.5 Upon termination of this Agreement, Licensee waives all right to the use of any Banked Hours.

4. BANKED DOLLARS

- 4.1 In addition to the Banked Hours for Maintenance Services, CPI will make available to Licensee a credit of \$66,000.00 per Term Year, to be used only for Supplementary Services, above or beyond defined deliverables stated in a mutually agreed upon SOW to be attached as Exhibit B, and as defined in Section 1.6 of this Addendum ("Banked Dollars"). Banked Dollars may not be used for third party licenses and hardware, annual payment to CPI for the use of CPI's Licensed Software, or any non-Supplementary Services. Banked Dollars may be used or applied by the Licensee at its discretion for Supplementary Services.
- 4.2 In the event that the Banked Dollars available for Supplementary Services are not used in any given Term Year, the Banked Dollars amount not used during such Term Year can be applied to the subsequent Term Year ("Carryover Dollars"). The maximum amount of



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum

Carryover Dollars from one Term Year to the next is \$66,000. For example, if Licensee does not use any Banked Dollars in Term Year 1 of this Agreement, \$66,000 in Carryover Dollars will carry over to Term Year 2 and Licensee shall have a total amount of Banked Dollars of \$132,000. If Licensee uses \$44,000 of the Banked Dollars in Term Year 2, the Banked Dollars amount available to Licensee in Term year 3 shall remain at \$132,000 (Term Year 1: \$66,000 + Term Year 2: \$66,000 + Term Year 3: \$66,000 = \$198,000 of Carryover Dollars).

- 4.3 If Licensee has unused Banked Hours from Licensee's immediately prior agreement with CPI that terminated immediately before the Initial Term Year of this Agreement ("Unused Banked Hours"), CPI shall allow 33% of the Unused Banked Hours to be carried over to the Banked Hours of the first Term Year of this Agreement ("First Term Year") and the maximum accrual for such Term Year shall be increased accordingly, but only during the First Term Year.
- 4.4 The other 67% of Unused Banked Hours shall be converted to Banked Dollars by multiplying each such Unused Banked Hour by \$240.00 (50% of 20 Unused Banked Hours = 10 x \$240 = \$2,400 (collectively, "Unused Banked Dollars")). Such Unused Banked Dollars shall be added to the initial Banked Dollars amount and be available to be used only during the First Term Year of this Agreement. The maximum carry over dollars from the from the First Term Year shall remain \$66,000.
- 4.5 In the event that the Licensee no longer chooses to participate in the Banked Dollars for Supplementary Services CPI shall provide a one-time discount to the customer total of \$11,000.00 for the term 07/01/2023 through 06/30/2024. This revised figure will become the baseline amount for subsequent renewals.
- 4.6 Upon termination of this Agreement, Licensee waives all right to and any recoupment of Banked Dollars including Carryover Dollars.

5. **TERM OF AGREEMENT**

5.1 The term of the Agreement shall apply to this Addendum subject to the cancellation rights set forth in the Agreement. In the event the Agreement is renewed for separate successive terms provided that neither Party has given its timely notice of cancellation or non-renewal, the terms of each renewal shall be documented as provided in the Agreement. Any and all additions to or deletions from the Agreement, which the parties hereto may negotiate for any succeeding term, shall become part of the Agreement and binding when reduced to writing and signed by both Parties as provided in the Agreement.

6. **FEES**

6.1 Licensee shall pay CPI the amounts specified in the State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached. To the extent any services exceed the amount of Banked Dollars or are beyond the number of Banked Hours, the services shall be invoiced to Licensee based upon on a mutually agreed upon SOW and not to exceed the price of the contract identified in block J.8 of the State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached.

Page 5 of 12

Contractor Initials: K.S.

Date: 5-30-23

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CPI SaaS Maintenance and Support Addendum



Exhibit B; Attachment 7, SaaS Maintenance & Support Addendum

6.2 Included in the Maintenance Fee provided for in the Agreement are the charges for participation in the annual CPI OpenFox® user conference, including all expenses for up to four (4) Licensee representatives. The cost of the airfare shall be limited to coach class.

6.3 Any payments received by CPI as specified above or in the Agreement does not include taxes or other applicable duties. Taxes and other applicable duties shall be added to the total amount for which Licensee is responsible. Taxes and other applicable duties shall be added to the total amount for which Licensee is responsible, subject to applicable laws.

7. WARRANTIES AND LIMITATIONS

7.1 CPI has the right and capacity to enter into this Agreement and fully perform all of its obligations thereunder.

7.2 CPI warrants that the System and SaaS Services will be accessible and operate in conformance with published specifications in a proper fashion.

7.3 Notwithstanding the above paragraphs, ALL MAINTENANCE SERVICES AND SAAS SERVICES PROVIDED PURSUANT TO THE AGREEMENT, INCLUDING THIS ADDENDUM, ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS AND LICENSEE'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. LICENSEE'S REMEDIES ARE OUTLINED IN THE STATE OF NEW HAMPSHIRE HOSTED STATE MESSAGE PLATFORM SYSTEM CONTRACT TO WHICH THIS ADDENDUM IS ATTACHED.

8. USAGE RIGHTS

It is understood and agreed that System Licensed Software improvements and enhancements to either the System or the Licensed Software provided by CPI under this Agreement are proprietary to CPI, and are subject to the following restrictions:

8.1 All services, improvements and enhancements provided, as defined herein, or any part thereof may only be installed or modified for the benefit of Licensee or any of its wholly owned subsidiaries or controlled departments or agencies, and Licensee will have limited usage rights consistent with the Agreement;

8.2 Licensee will not copy, distribute or make available any part of the services, improvements or enhancements to any third party; and

8.3 Specifically excluded from Maintenance Services as described in this Agreement are issues arising from Licensee enhancements or improvements, which are outside the scope of CPI's Maintenance Services. CPI shall have no responsibility or liability arising out of changes, enhancements or issues introduced to the System or Licensed Software by or through the Licensee or its agents.



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum

9. LICENSEE OBLIGATIONS

9.1 Licensee is solely responsible for the content of Licensee databases. The licensee must provide CPI access to its databases and content as reasonably requested by CPI from time to time for purposes of providing the Licensee with Maintenance Services or Supplementary Services if any.

9.2 In the event that any virus or destructive element is found in or furnished with any Licensee content, Licensee will use best efforts upon learning of the situation, to eliminate the virus or destructive element. CPI shall have the right to take any steps it deems necessary or appropriate to eliminate the virus or destructive element and to be reimbursed by Licensee for its costs and expenses relating to the same upon CPI's demand, subject to the contract price limitation identified in block 1.8 of the State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached.

GENERAL TERMS

10. LICENSEE REPRESENTATIONS AND WARRANTIES

Licensee represents and warrants to CPI that:

10.1 It has the right and capacity to enter into the Agreement and fully perform all of its obligations thereunder and hereunder;

10.2 All Licensee data provided pursuant to the Agreement shall be wholly original to Licensee or Licensee has acquired the necessary rights from third parties to contribute such Licensee data and include it in the System, and Licensee data shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or other intellectual property right.

10.3 Licensee shall not re-license or re-sell Maintenance Services or Supplementary Services to any third parties.

11. LICENSEE INDEMNIFICATION

11.1 See Section A-14 of State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached.

12. INDEMNIFICATION

13. See Section A-14 of State of New Hampshire Hosted State Message Platform System contract to which this Addendum is attached. LIMITATION OF LIABILITY

13.1 CPI is not liable to Licensee for lost data. It is Licensee's sole responsibility to ensure that any backup performed by CPI on Licensee's behalf is restorable.



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum

13.2 Notwithstanding anything in the Agreement or this M&S Addendum, the maximum monetary liability of CPI and any of its officers, directors, employees, agents, suppliers, or affiliates, in connection with the services relating to the System including any act or omission, shall not exceed the lesser of the amount of fees paid to CPI under the Services relating to the claim in the 12 months preceding the claim, or (\$500,000), whichever is lower.

ACCEPTED AND AGREED TO:

Computer Projects of Illinois, Inc.

LICENSEE

Name: Kevin Sawatzky

Name: Denis Goulet

Title: CEO

Title: CIO / DOIT Commissioner

Date: 5/30/2023

Date: May 31, 2023



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum
SCHEDULE A

**COMPUTER PROJECTS OF ILLINOIS, INC.
 POLICY ON TECHNICAL SUPPORT PRIORITIES
 AND ESCALATION PROCEDURE**

Issue priorities & service levels.

Each issue logged with the Support Center will be assigned a priority to the discretion of the Support Center team or requested by Licensee and agreed upon. This will provide Licensees with some indication as to how quickly the issue will be dealt with and allows us to plan the Support Center workload. Issues will have a targeted response and fix time associated with it according to its priority illustrated in the following table.

Table - Priority definitions

Priority	Description	Target response time	Target fix/work-around time
Highest	System failure, Licensee unable to work Call the Support Center	Immediate or within 15 minutes to respond to call	4 hours to resolve or provide a workaround solution
		1 hour allowed for time to respond	
High	Software/peripheral failure, Licensee unable to perform some critical tasks Call the Support Center	Immediate or within 30 minutes to respond to call	8 hours to resolve or provide a workaround solution
		2 hours allowed for time to respond	
Medium	Intermittent hardware/software problem, Licensee still able to perform key tasks	Immediate or within 30 minutes to respond to call	3 working days to resolve or provide a workaround solution



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum

		6 working hours allowed for time to respond	
Low	Information request, no impact on the Licensee	Immediate or within 30 minutes to respond to call	1 working week to provide information or advice
		10 working hours allowed for time to respond	

Priority Table - Issue priority & definitions

Responding to an issue involves the assigned employee or Support Center member contacting the Licensee to acknowledge the issue and to indicate to the Licensee the likely timescale for dealing with the request.

A workaround solution provides a temporary fix when additional time is required to implement a permanent fix. If the problem re-occurs, the ticket should be reopened and updated to reflect the multiple resolutions that have been tried.

Issue escalation

During the normal business workday, the support center staff is augmented by CPI programmers and software engineers on-site. These calls are assigned a priority and then assigned to an engineer to contact the Licensee and find resolution within the designated time frame of the priority.

After normal business hours there is an on-call process in place to provide after-hours assistance. If the Support Center staff is unable to resolve a client issue, he/she then calls the appropriate engineer for the issue. If the engineer on-call is unable to resolve the client issue, the call is further escalated to a senior engineer or manager of the particular department responsible for resolution.

Support Center process

A flowchart in Diagram 1 shown on the next page illustrates the processes that will be followed when handling issues made to the CPI Support Center.



Exhibit B, Attachment 7, SaaS Maintenance & Support Addendum
Diagram 1 – Support Center Process Flow Chart

SCHEDULE B

COMPUTER PROJECTS OF ILLINOIS, INC.
POLICY ON ADDITIONAL CHARGES AND EXPENSES

DAILY RATE MINIMUM CHARGE:

\$3,000.00



OPENFOX® SAAS
EXHIBIT B, ATTACHMENT B
SOFTWARE LICENSE AGREEMENT

This OPENFOX® SAAS SOFTWARE LICENSE AGREEMENT is entered into as of this 1st day of July, 2023 (the "Effective Date") between Computer Projects of Illinois, Inc., an Illinois corporation, with an office at 400 Quadrangle Drive, Suite F, Bolingbrook, IL 60440 ("CPI"), and the undersigned Licensee and describes the terms and conditions pursuant to which CPI shall provide the Licensee use of its proprietary software as a service during the Term. CPI and Licensee are each sometimes referred to herein as a "Party" or, collectively, the "Parties."

1. Definitions

1.1 "Agreement" means this OpenFox® SaaS Software License Agreement, including an attached Schedules, each of which is incorporated herein by their reference (this "Agreement").

1.2 "Documentation" means CPI documentation, in any medium, delivered to Licensee including user manuals and training materials relating to the use of the Licensed Software.

1.3 "Licensed System" means the Licensee's system authorized to download, install, or otherwise use the functionality and features of the Licensed Software in accordance with terms of this Agreement.

1.4 "Licensed Software" means: (i) CPI's proprietary OpenFox® software product(s) specified on Schedule 1; in runtime object code; (ii) any upgrades that CPI may provide to Licensee from time to time during the Term; and (iii) Documentation.

1.5 "Maintenance" means the maintenance services provided by CPI to support and maintain the Licensed Software as described in the SaaS Maintenance and Support Addendum for the Licensed Software as provided in Schedule 3. Maintenance for the Licensed Software is provided on the Licensee's System located at the CPI's SaaS Site as specified in Schedule 1.

1.6 "Third Party Products" means software and/or hardware owned by

Licensee or licensed by any party other than CPI to Licensee.

1.7 "Upgrade" means a release of the Licensed Software subsequent to the initial delivery generally made available to Maintenance subscribers in which CPI has incorporated (i) changes made to correct errors or defects; (ii) enhancements to provide new capabilities, or (iii) improvements to provide better performance, together with new or revised Documentation. It does not include any new service, product or component offerings as determined solely by CPI.

1.8 "CPI's SaaS Site" means the site at which the Licensed Software code is maintained as specified in Schedule 1.

1.9 "Licensee's Staff" means the Licensee's staff that is authorized to request services for Licensed Software.

2. Term of Agreement

This Agreement shall become effective as of the Effective Date upon the signing of this Agreement by duly authorized representatives of CPI and Licensee ("Contract Formation"). The Term of this Agreement shall begin on the Effective Date. This Agreement shall terminate upon termination of the State of New Hampshire State Message Platform System contract to which this Agreement is Attached. Any extension or renewal of the Term of this Agreement as the Parties may negotiate shall become part of this Agreement and binding when reduced to writing and signed.

Contractor Initials: KS
Date: 5-30-23
Computer Projects of Illinois, Inc.



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by an authorized representative of each of the Parties.

1. 2.1 LICENSEE shall have the right to not renew this Agreement as long as LICENSEE provides CPI with notice of non-renewal at least 60 days prior to the end of any Licensee fiscal year during the then Term. CPI shall have the right to cancel this Agreement at any time with or without cause upon thirty (30) days prior written notice.

2.2 Unless otherwise specified in the State of New Hampshire Hosted State Message Platform System contract to which this Agreement is attached. This Agreement contemplates conversions to a SaaS Solution (see Section 3.2). CPI shall be paid for services completed prior to termination and upon notification and acceptance of termination, no further work will be performed.

3. Grant of License

3.1 Subject to the terms and conditions of and Licensee's compliance with its obligations under this Agreement, including prompt payment of each installment of fees as provided in Paragraph 6 of this Agreement without further notice, CPI grants to Licensee a non-sublicensable, non-exclusive and non-transferable right and license for use only of the Licensed Software during the Term solely for Licensee's internal business purposes on the authorized Licensed Systems, provided that the Licensee keeps the Maintenance and Support Addendum with CPI for the Licensed Software in effect by prompt payment of the Maintenance Fees as set forth in the Maintenance and Support Service Addendum (Schedule "3") and the fees

described on Schedule "2"; non-payment of License Fees or Maintenance Fees by Licensee, shall result in cancellation of this License.

3.2 Following Contract Formation, CPI will make available the Licensed Software to Licensee for use only of the functionality and features of the Licensed Software. If this Agreement is for initiation of a SaaS solution or the conversion to the SaaS Solution, such initiation or conversion shall conform to the obligations as set forth in the Statement of Work ("SOW") attached hereto as Schedule "4", provided Licensee timely performs its obligations as set forth in the SOW ("Licensee's Performance"). If Licensee's Performance is delayed for more than thirty (30) days and such delay is not caused solely by CPI, CPI shall have the right to charge such Licensee for such delay, against banked hours or banked dollars, the cost associated with such delay.

3.3 Subject to Section 4, Licensee may make copies of the Documentation for backup or archival purposes, provided that all proprietary markings, titles, trademark symbols, copyright notices and other legends that appear on the original Documentation are reproduced on such copies. All copies shall remain in Licensee's possession and are subject to the terms of this Agreement. Licensee may not reproduce the Licensed Software. The Documentation may be reproduced only as expressly provided herein.

3.4 Licensee acknowledges that CPI may recommend or provide Third Party Software as part of its solution. Licensee acknowledges and agrees that the rights and licenses with

Contractor Initials: KCS
Date: 5-30-23
Computer Projects of Illinois, Inc.



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respect to such Third Party Software shall be under the terms and conditions set forth in the pertinent license agreements between the Licensee and the vendors of such Third Party Software, and that Licensee shall comply with any and all license agreements with respect to any Third Party Software. Further, Licensee acknowledges that CPI does not endorse, indemnify or otherwise guarantee the appropriateness, effectiveness, or compatibility of any Third Party Software.

Licensee acknowledges that as to Third Party Software, CPI is solely a reseller with no liability for Third Party Software. Any additional Third Party Software resold by CPI to Licensee shall be priced separately and in accordance with the terms set forth in this Agreement and Schedule 5: Additional Third Party Software Resold to Licensee.

4. Software License Restrictions

Except as expressly set forth in this Agreement, Licensee agrees that it will not itself, or through or with any parent, subsidiary, affiliate, agent or other third party, nor attempt to do so, any of the following:

- 4.1 Modify, adapt, reproduce, distribute, or make derivative works from the Licensed Software or Documentation or make any copies of documentation except only as required to use the Licensed Software or for reasonable back-up purposes without CPI's written consent; any and all such copies are and shall remain the exclusive property of CPI, subject to this Agreement;
- 4.2 Decompile, disassemble, or reverse-engineer the Licensed Software or otherwise attempt to do any of the

foregoing or, (i) derive the Software source code; or (ii) use the Licensed Software as a model for development of other software that contains the same functionality or features as the Licensed Software;

- 4.3 Rent, sell, lease, loan, encumber or otherwise transfer the Licensed Software or Documentation;
- 4.4 Use the Licensed Software to provide processing services to third parties; or otherwise use or allow others to use the Licensed Software for the benefit of any third party in a commercial, rental, sharing arrangement, or other "service bureau" or similar activity, or
- 4.5 Remove any product identification, trademark, copyright, confidentiality, proprietary or other notice contained on or within the Licensed Software or Documentation.
- 4.6 Challenge CPI's "Ownership" of the Licensed Software (as described in Section 5 (below)) in any way or in any forum or manner.

5. Ownership

- 5.1 CPI shall own all worldwide right, title and interest in and to the Licensed Software, including all worldwide/patent rights (including patent applications and disclosures), copyright rights (including copyrights, copyright registrations and copy rights with respect to computer software, software design, software code, software architecture, firmware, programming, tools, graphic user interfaces, reports, dashboard, business rules, use cases, screens, alerts, notifications, drawings, specifications and databases); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights;

Contractor Initials: K5
Date: 5-30-23
Computer Projects of Illinois, Inc.



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with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology, and any other intellectual and industrial property rights, whether or not subject to registration or protection, and all rights, under any license or other arrangement, with respect to the foregoing. CPI does not grant Licensee any intellectual property rights in the Licensed Software, and all right, title and interest in and to all copies of the Licensed Software not expressly granted in this Agreement remain with CPI. The Licensed Software is copyrighted and protected by the law of the United States. Licensee may not remove or obscure any copyright, trademark, and/or any other intellectual property or proprietary notices from the Licensed Software.

6. License and Maintenance Fees.

In consideration of the License granted herein, Licensee shall pay CPI the License fees for the Licensed Software (as described on Schedule 3) ("License Fees") as well as the additional maintenance fees as described on Schedule 2, as they become due ("Maintenance Fees"). The License Fees and Maintenance Fees shall be due and payable in accordance with the terms specified in Schedule 2 and Schedule 3, respectively. Any failure to pay the License Fees in accordance with this Agreement and Schedule 2, or maintenance fees in accordance with Schedule 3, may result in automatic revocation and termination of this Agreement and all rights and licenses granted hereunder in CPI's sole discretion. All License Fees are non-refundable once paid.

7. Indemnification

7.1 See Section A-6 of the New Hampshire Hosted State Message Platform System Contract to which this Agreement is attached.

7.3 In the event that the Licensed Software is held by a court of competent jurisdiction to infringe a third party's proprietary rights, or Licensee's use of the Licensed Software is enjoined, CPI shall have the option, at its expense and sole discretion, to (a) modify the Licensed Software to be non-infringing, (b) obtain for Licensee a license to continue using the Licensed Software, (c) substitute the Licensed Software with other software reasonably suitable to Licensee, or (d) if none of the foregoing remedies are commercially feasible, terminate the license for the infringing Licensed Software and refund the fees paid for that Licensed Software, to the extent not used, prorated over the term of this Agreement. This Section states CPI's entire liability for infringement.

7.4 See Section A-14 of the New Hampshire Hosted State Message Platform System Contract to which this Agreement is attached.

8. Warranty

CPI warrants to Licensee that the Licensed Software will perform in conformance with published specification in a proper manner.

9. Warranty Disclaimer

EXCEPT AS SET FORTH IN SECTION 8 ABOVE, CPI SHALL PROVIDE THE LICENSED SOFTWARE AS IS AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT.

Contractor Initials: K.S.
Date: 5-30-23
Computer Projects of Illinois, Inc.



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INTEGRATION AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. LICENSEE AGREES THAT, AS BETWEEN LICENSEE AND CPI, LICENSEE IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF THE DATA INPUTTED INTO ANY LICENSED SYSTEM RELATED TO THE USE OF THE LICENSED SOFTWARE. BECAUSE THIS DISCLAIMER OR WARRANTY MAY NOT BE VALID IN SOME STATES OR JURISDICTION, THE ABOVE DISCLAIMER MAY NOT APPLY TO LICENSEE.

9. Limitation of Liability

9.1 Other than for CPI's indemnification obligation set forth in Section 7, in no event will CPI be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Licensed Software or any delay in delivery or furnishing the Licensed Software, whether alleged as a breach of contract or tortious conduct, including negligence, even if CPI had been advised of the possibility of these damages. CPI's maximum aggregate liability (whether in contract, tort or any other form of liability) for damages or loss, howsoever arising or caused, whether or not arising from CPI's negligence, shall in no event be greater than the License Fees received by CPI pursuant to this Agreement.

9.2 No employee, agent, representative or affiliate of CPI has authority to bind CPI to any oral representations or warranty

concerning the Licensed Software. Any written representation or warranty not expressly contained in this Agreement is unenforceable.

10. Audit Rights

CPI or its representatives shall be entitled to, at CPI's sole cost and expense, audit Licensee's facilities or documents to verify Licensee's compliance with the provisions of this Agreement. Any such audit may take place from time to time, but no more than once each calendar year, during normal business hours by providing written notice to Licensee at least ten (10) business days in advance of such audit. If any audit reveals a deficiency in any amounts due to CPI under this Agreement, Licensee will immediately pay these amounts as are required to re-establish compliance with the terms of this Agreement.

11. Public Announcements/Publicity

CPI shall have the right on its sole discretion to refer to the Licensee as a customer in sales, presentations, marketing materials, marketing vehicles, any media and in sales and marketing activities.

12. Assignment

See Section A-13 of Exhibit A to the State of New Hampshire Hosted State Message Platform System Contract to which this Agreement is attached.

13. Confidentiality

13.1 Each Party acknowledges that their respective Confidential Information described in the M&S Addendum constitutes valuable trade secrets and each Party agrees that it shall use the Confidential Information of

Contractor Initials: KLS
Date: 5-30-23
Computer Projects of Illinois, Inc.



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the other Party solely in accordance with the provisions of this Agreement and it shall not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, unless required by law. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each Party acknowledges to the other Party that data processed by the Licensed Software is protected by each Party in accordance with GJIS protocols.

- 13.2. Neither party bears any responsibility for safeguarding any information that it can document in writing: (a) is in the public domain through no fault of its own, (b) was properly known to it, without restriction, prior to disclosure by disclosing party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving Party without use or reference to disclosing Party's Confidential Information or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding in which case the receiving Party shall provide disclosing Party with prior notice of the intended disclosure in sufficient time in advance of disclosure to allow the disclosing Party the opportunity to resist or limit disclosure by agreement or through any judicial or other appropriate forum. Receiving Party shall reasonably cooperate with disclosing Party in any such efforts it elects to take.

14. Notice

See Section A-15 of Exhibit A to the State of New Hampshire Hosted State Message

Contractor Initials: KS
Date: 3-30-23
Computer Projects of Illinois, Inc.

Platform contract to which this Agreement is attached.

15. Export Controls

Licensee shall not export, or otherwise transmit, directly or indirectly, any Licensed Software, Documentation, information, data, or other materials received under this Agreement except in full compliance with all United States Export Administration regulations and other applicable acts, laws, and regulations.

16. No Work For Hire

Licensee acknowledges that the Licensed Software and Documentation, including, without limitation, any and all updates, modifications, alterations or similar work done by CPI pursuant to this Agreement are only available for use by Licensee pursuant to the terms of this Agreement and that nothing done by CPI is a "Work for Hire" nor does it constitute property of Licensee. Any supplementary work on separate engagement shall be agreed to by Licensee and CPI with a designated statement of work therefore and unless specially stated therein shall not be "Work For Hire".

17. Miscellaneous Provisions

- 17.1 Entire Agreement. This Agreement, including all exhibits, addenda, or schedules, if any, contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may only be modified in each instance by a single written document signed by both Parties.



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SOFTWARE LICENSE AGREEMENT

17.2 Choice of Law and Disputes –

See P-37, Paragraph 8 and 18, and Exhibit A Section A-3 of State of New Hampshire Hosted State Message Platform System contract to which this agreement is attached.

17.3 Severability and Remedies – Any and all rights and remedies, whether conferred in this Agreement or by any other laws applicable hereto, will be cumulative and may be exercised singularly or concurrently. The failure of either Party to enforce any of the provisions of this Agreement will not constitute a waiver of any other rights hereunder or any subsequent enforcement of that or any other provisions. The terms and conditions stated herein are declared to be severable. If a court of competent jurisdiction holds any provision of this invalid or unenforceable, in whole or in part, except only the provisions relating to the grant of license and the payment of any and all fees which are inextricably related, the remaining provisions of this Agreement will remain in full force and effect, and the affected provision(s) will be construed so as to be enforceable to the maximum extent permissible by law.

17.4 FORCE MAJEURE

See Section A-7 of State of New Hampshire Hosted State Message Platform System contract to which this Agreement is attached.

17.5 INDEPENDENT CONTRACTORS:

CPI and LICENSEE are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or anything except a vendor-customer relationship.

17.6 ASSIGNMENT

Only CPI may assign this Agreement. LICENSEE may not assign its rights and obligations under this Agreement. However, LICENSEE may assign its rights and obligations under this Agreement to a successor agency of the state.

17.7 AMBIGUITIES

Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement. The language in this Agreement will be interpreted as to its fair meaning and not strictly for or against any Party.

17.8 TITLES / HEADINGS

Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

The undersigned certify that they are authorized to accept and execute this Agreement on behalf the respective parties. Accepted and agreed:

Contractor Initials: K.S.
Date: 5-30-23
Computer Projects of Illinois, Inc.



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SOFTWARE LICENSE AGREEMENT

LICENSEE

LICENSOR

Computer Projects of Illinois, Inc. (CPI)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contact Information:

Contact Information:

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

With a copy to:

Joseph A. Ginsburg
c/o Lavin Ginsburg (2682-03)
180 North La Salle Street
Suite 3200
Chicago, Illinois 60601
(312) 368-0100
jginsburg@levinginsburg.com

Contractor Initials: KS
Date: _____
Computer Projects of Illinois, Inc.



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EXHIBIT B, ATTACHMENT 8
SOFTWARE LICENSE AGREEMENT

List of Schedules

Schedule 1	Licensed Software, Copies, Use and Central Site
Schedule 2	Licensor Fees
Schedule 3	Maintenance and Support Agreement

Contractor Initials: KS
Date: 5-30-23
Computer Projects of Illinois, Inc.



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EXHIBIT B, ATTACHMENT 8
SOFTWARE LICENSE AGREEMENT

Schedule 1

Licensed Software, Copies and Use

Licensed Software	Copies	For Use on Workstations Connecting to the Central Sys System Designated as:
OpenFox® Messenger	624	SPOTS
OpenFox® Message Switch	4	Test, Prod and Failover
OpenFox® NexGen Hotfiles	4	Test, Prod and Failover
Configurator	4	Test, Prod and Failover
Operator Aid	4	Test, Prod and Failover
Archive 3.1 Upgrade	4	Test, Prod and Failover

Contractor Initials: KS
Date: 5-30-23
Computer Projects of Illinois, Inc.



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EXHIBIT B, ATTACHMENT 8
SOFTWARE LICENSE AGREEMENT

Schedule 2

Fees

See Contract Pricing

Schedule 3:

Maintenance and Support Agreement

Sent via separate document

Contractor Initials:

KS

Date: 5-30-23

Computer Projects of Illinois, Inc.

Page 11 of 13



OPENFOX® SAAS
EXHIBIT B, ATTACHMENT 8
SOFTWARE LICENSE AGREEMENT

Schedule 4:
Statement of Work ("SOW")

To be developed

Contractor Initials: KS
Date: 5-30-23
Computer Projects of Illinois, Inc.



OPENFOX® SAAS
EXHIBIT B, ATTACHMENT 8
SOFTWARE LICENSE AGREEMENT

Schedule 5:

Additional Third Party Software Resold to Licensee

CJIS Audit by Peak Performance	1	Production
CJIS Online Security Training and Testing Service by Peak Performance	1	Production
nexTEST by Peak Performance	1	Production

Contractor Initials: KS
Date: 5-30-23
Computer Projects of Illinois, Inc.



Exhibit B, Attachment 9 Vendor Quote

CPI Quote
Quote for
NH DOS SaaS
Contract Phases
1 and 2

To: Jennifer Hackett Administrator III, J-One Program, Justice Information Bureau New Hampshire State Police 33 Hazen Drive Concord, NH 03305 (603) 223-8521 Office (603) 931-0933 Cell jennifer.s.hackett@dos.nh.gov		Date: 04/11/2023 Prices good for: 90 Days	
From: Marc J. Smith		Shipping: N/A Est. Completion: 06/30/2028	
Phase 1			
Product Description	Qty.	Unit Price	Total Price
SaaS Conversion and NextGen Archive Installation	1	\$350,000.00	\$350,000.00
Next XML Conversion	1	\$70,000.00	\$70,000.00
NextGen Hotfiles and Validations Installation	1	\$1,565,000.00	\$1,565,000.00
Maintenance/SaaS Fee SFY 24	1	\$596,772.50	\$596,772.50
Maintenance/SaaS Fee SFY 25	1	\$620,281.13	\$620,281.13
Maintenance/SaaS Fee SFY 26	1	\$743,361.00	\$743,361.00
Maintenance/SaaS Fee SFY 27	1	\$774,279.00	\$774,279.00
Maintenance/SaaS Fee SFY 28	1	\$806,493.00	\$806,493.00
Totals:			\$5,526,186.63

Phase 2			
Product Description	Qty.	Unit Price	Total Price
Disaster Recovery	1	\$500,000.00	\$500,000.00
QCHL Reports	1	\$75,000.00	\$75,000.00
NCIC XML	1	\$350,000.00	\$350,000.00
III XML	1	\$175,000.00	\$175,000.00
NICS XML	1	\$175,000.00	\$175,000.00
Contact Person Notification	1	\$27,500.00	\$27,500.00
Totals:			\$1,302,500.00

Page 1 of 1
 Contractor Initials: KS

OpenFox.com
 400 QUADRANGLE DRIVE SUITE F
 BOLINGBROOK, IL 60440
 (630) 784-8820

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 COMPUTER PROJECTS OF ILLINOIS, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on January 26, 1998. 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: 286338

Certificate Number: 0006239100



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

MEMORANDUM OF ACTION TAKEN AS OF

MAY 19, 2023

BY THE BOARD OF DIRECTORS OF
COMPUTER PROJECTS OF ILLINOIS, INC.

The undersigned, being all the members of the Board of Directors of COMPUTER PROJECTS OF ILLINOIS, INC., a corporation of Illinois (the "Corporation"), do hereby consent to and take the following action in lieu of holding a special meeting of the Board of Directors of the Corporation. This action is taken by unanimous consent pursuant to the Illinois Business Corporation Act, waiving all notice of any meetings, whether required by statute, the ByLaws of the Corporation otherwise.

1. WHEREAS, it is in the best interests of the Corporation to approve a certain contract with the State of New Hampshire, the following resolutions are adopted:

RESOLVED, that this Corporation shall enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Divisions of Administration for the provision of computer programming services; and

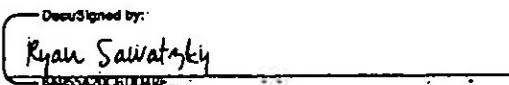
FURTHER RESOLVED, KEVIN SAWATZKY, as President of the Corporation, is authorized on behalf of the Corporation to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

2. This Memorandum of Action may be signed in one or more counterparts, all of which, when taken together, constitute a single original document. A facsimile or electronic signature on any counterpart of this Memorandum of Action will be considered the same as an original signature. Any electronic copy of this Memorandum of Action retained by the Corporation shall have the same effect as retention by the Corporation of the signed original and may be reproduced and used as an original for any Corporation Purpose.
3. No further action is taken.

KEVIN S. SAWATZKY



STEVEN L. SAWATZKY

DocuSigned by:

B033C0C8004B

RYAN D. SAWATZKY

Being all of the members of the Board of
Directors of the Corporation

Bolingbrook, Illinois.

