16 88

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

New Hampshire DoIT

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov
Denis Goulet, *Commissioner*

May 2, 2025

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

REQUESTED ACTION

1) Authorize the Department of Information Technology, on behalf of the Department of Environmental Services and the Department of Safety, to enter into a **sole source** contract amendment with Overwatch Foundation (VC#448104-B001), Concord, NH, by increasing the price limitation by $5,054,750 from $7,800,080 to $12,854,830 and by extending the completion date from September 30, 2029 to September 30, 2030, for the purpose of providing a Municipal Cyber Defense Program, effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original contract on January 31, 2024, Item # 46, amended on August 30, 2024, Item #62, and most recently amended on March 12, 2025, Item #32. **FY 25 Source of Funds: 72% Federal, 28% General.**

2) Further authorize an advance payment of $500,000 to Overwatch Foundation for staffing ramp-up and training for the K12 Cybersecurity Project, effective upon Governor and Executive Council approval. **FY 25 Source of Funds: 72% Federal, 28% General.**

Funds are available in the following accounts for FY 2025.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	FY2025
02-23-23-231010-71150000-Department of Safety-Cybersecurity Grant Program-103-502664-Contracts for Operational Services	$1,436,675
01-03-03-030010-55760000-Department of Information Technology 2024 Cyber Enhancements Grant-103-502664-Contracts for Operational Services	$3,618,075
Total	$5,054,750

EXPLANATION

This contract amendment is listed as **sole source** because it increases the price limitation by more than 10% of the original contract price limitation without resoliciting. The Department of Information Technology appreciates the specialized cybersecurity work performed by Overwatch Foundation and wishes to continue with this professional business relationship.

Cybersecurity is the top threat to critical infrastructure in the United States. This contract amendment will provide services to reduce cybersecurity vulnerabilities in the Public K12 sector and improve the cybersecurity and compliance of public drinking water and wastewater systems in New Hampshire.

Drinking Water and Wastewater: This program continues efforts to assess all community water systems and wastewater facilities for cybersecurity vulnerabilities, develop a cybersecurity risk management program for the systems/facilities, and install mitigations to prevent a cyberattack from impacting system operations. Weak cybersecurity practices can compromise the ability of community water systems to provide clean and safe drinking water to customers, process wastewater, erode customer confidence and result in financial and legal liabilities.

K12 Cybersecurity In A Box: Like the first two nationally recognized NH "In a Box" programs, K12 Cybersecurity in a Box will be another "First in the Nation" program for New Hampshire. To scope the cybersecurity problem faced by NH Public K12's:

In 2024, NH PRIMEX received 75 Cyber Claims from the membership

- 60% (45 of 75) of the Cyber Claims were submitted by K12 Members (Districts or SAUs)
- 6% (3 of 45) of the K12 Cyber Claims were RANSOMWARE
- 51% (23 of 45) of the K12 Cyber Claims were Financial Fraud
- 20% (9 of 45) of the K12 Cyber Claims were Business Email Compromise
- 33% (15 of 45) of the K12 Cyber Claims were "Precursor" attacks such as Credential Compromise Malware or Phishing Email Clicks

The Three K12 Cyber Claims for RANSOMWARE caused:

- Significant monetary impact for the effected district/system.
- Significant disruption (months) to the district financial system(s).
- Risk to Students when the school was not open

The 23 K12 Cyber Claims that were Financial Fraud caused:

- Fraudulent ACH transfers (direct deposit) of paychecks from payroll systems.
- Fraudulent payments to Contractors

The NH K12 Cybersecurity in a Box program provides each public K12 district school and associated School Administrative Unit with a portfolio of cybersecurity services to:

- Ensure Continuity of the NH K12 Education Process for Administrators, Educators, and Students by preventing RANSOMWARE attacks and data breaches.
- Improve the NH K12 Human Intrusion Prevention Systems by reducing the effectiveness of Precursor Attacks.
- Improve the Cyber Hygiene of NH K12 Networks and Systems to prevent business email compromises – especially those that result in financial fraud.

These important programs will continue to advance the goals of protecting the citizens of New Hampshire from cybersecurity risks by helping to safeguard the water and wastewater systems statewide and by defending local SAUs against malicious actors seeking access to privileged information.

The Department of Information Technology, the Department of Environmental Services, and the Department of Safety respectfully request approval of this contract.

Respectfully Submitted,

Denis, Goulet
Commissioner, Department of
Information Technology

Robert Scott
Commissioner, Department of
Environmental Services

Robert Quinn
Commissioner, Department of Safety

DG/jd
DoIT #2024-014C
RID #94531 (88656)
cc: Ken Weeks, Chief Information Security Officer

Docusign Envelope ID: 3D996487-9342-4BBD-BD18-AC036A34D824

STATE OF NEW HAMPSHIRE

Department of Information Technology/Department of Environmental Services/Department of Safety:

DoIT # 2024-014 State and Local Cybersecurity Grant (SLCGP), Municipal Cyber Defense Program (MCDP) and Grant Funded Critical Infrastructure Key Resources (CIKR) Cybersecurity Services:

AMENDMENT 3

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a competitively procured contract on January 31, 2024, Item #46, as amended on August 30, 2024, Item #62, as amended on March 12, 2025, Item #32 (herein after referred to as the "Agreement"), The OVERWATCH FOUNDATION (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 Information Technology, Department of Environmental Services and the Department of Safety (hereinafter referred to as the "Departments"), certain sums as specified therein;

WHEREAS pursuant to the Agreement Section 17 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 Departments have agreed to amend the Agreement in certain respects.

WHEREAS this Amendment is intended by the Parties as the final, complete, and exclusive understanding between the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Amendment, and no Party is relying on any promise, agreement, or understanding not set forth in this Amendment. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect.

WHEREAS the Departments wish to add Federal Grant Funds and State General Funds (Grant Match Requirement) to continue the to provide the cybersecurity services as detailed in the Agreement.

WHEREAS The Vendor agrees to provide cybersecurity services as detailed in the Agreement and the additional services documented in this amendment.

WHEREAS The Departments and the Vendor wish to increase the funding for the continuation of Water and Wastewater Cybersecurity Services by $1,154,847 and K12 Cybersecurity Services by $3,899,903, thereby increasing the contract price by $5,054,750 to bring the total contract price to $12,854,830.

WHEREAS The Departments and the Vendor wish to extend the completion date from September 30, 2029, to September 30, 2030.

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 $5,054,750 from $7,800,080 to $12,854,830.
2. Amend Section 1.7 of the State of New Hampshire P-37 General Provisions by extending the Completion Date from September 30, 2029 to September 30, 2030.

3. Amend Exhibit B, Statement of Work (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES, Section 1. STATEMENT OF WORK, to add the following:

1.3. Services for Public K12 School Cybersecurity Improvements.

1.3.1. The Overwatch Foundation will provide CROWDSTRIKE Falcon Complete Managed Detection and Response (MDR) services to High Value Targets (HVT) endpoints and "servers" for New Hampshire Public Schools and School Administrative Unit (SAU) Offices for three years (36 months of service). The entity receiving the service is responsible for licensing at the end of the 36-month period.

1.3.1.1. The list of eligible New Hampshire public schools (By District Number) and associated SAU Offices, along with contact information for eligible service recipients, as documented by the New Hampshire Department of Education, will be provided electronically to the Overwatch project manager by the State's project manager on a quarterly basis.

1.3.1.2. High Value Target (HVT) Endpoints include computing devices used by the following types of K12 employees (to include employees with similar functional duties, regardless of job title): Superintendent, Assistant Superintendent, Principal, Vice Principal, Business Director & Business Office Staff, Director of Buildings & Grounds, Chief Technical Officers & IT Staff, Special Education Coordinator, Student Service Director, Food Service Director, School Counsellor, Guidance Office Staff, Athletic Director, School Nurses, School Resource Officers (Law enforcement), and Administrative assistants for all of previously listed employees.

1.3.1.3. High Value Target "Servers" are devices which require elevated privilege accounts to access such as domain controllers, database servers, application servers.

1.3.1.4. Administrators from eligible SAUs and Districts may choose to authorize, fund and procure additional MDR and Identity Protection services from The Overwatch Foundation for their districts, schools, and SAUs.

1.3.1.5. Falcon Complete Products and Services must be procured at a price point not to exceed that available through the most recent statewide contract for Managed Services for Endpoint Detection and Response & Identity Threat Detection and Response which can be found at: https://apps.das.nh.gov/bidscontracts/contracts.aspx

1.3.1.6. The Overwatch Foundation will partner with CROWDSTRIKE for training and education for Overwatch Staff on the operation and maintenance of the Falcon Complete product.

1.3.1.7. The Overwatch Foundation will partner and coordinate with the SAU / District Chief Technical Officer (CTO) and IT Staff to deploy and implement the CROWDSTRIKE Falcon Complete Managed Detection and Response (MDR) services to High Value Targets (HVT) endpoints and "servers."

1.3.1.8. The Overwatch Foundation will report and coordinate all actions taken by the Falcon Complete Team and/or Overwatch Foundation employees on behalf of the SAU / District to protect managed systems.

1.3.1.9. For every device protected under this service, the Overwatch Foundation will set postures in the FALCON Complete console as follows:

Device Type	Standard Security Posture
Desktops and Laptops	Active
Servers	Active
OT Devices (e.g. SCADA or ICS component)	Cautious (Minimum)

The Falcon Complete Team shall be authorized to implement the Countermeasures documented in the table below based on Security Posture:

Countermeasure	Cautious	Measured	Active
Pull file for Analysis	X	X	X
Host Log Review	X	X	X
Global Process Hash Block		X	X
Remove Files		X	X
End Process		X	X
Remove Persistence		X	X
Network Contain Host		(1)	X
Restart Host			X

(1) Network Containment can be implemented for hosts in Measured in cases such as suspected Data Exfiltration, Hands-on-Keyboard activity, or Ransomware.

1.3.2. As required, The Overwatch Foundation will secure the perimeter level of the SAU/District network by configuring and installing a cloud administrated enterprise grade firewall with at least a 36-month shelf life to include required licensing. The firewall will be able to adapt to the various environmental challenges and architectures, including fully segmented networks. The entity receiving the service is responsible for licensing at the end of the 36-month period.

1.3.2.1. The Overwatch Foundation will encourage the recipient of a firewall to request no-cost vendor training through the State and Local Cybersecurity Grant Program, (SLCGP) funded training offerings found at: https://www.doit.nh.gov/state-and-local-cybersecurity-grant-program

1.3.3. Leveraging the Municipal Cyber Defense Program (MCDP) Overwatch will coordinate the following services for any service recipient not already getting service directly from the MCDP: Google/M365 Configuration Checks and Hardening, MDCP Role-Based Training (Elected Leaders, Leaders, Educators, IT Staff), Vendor-approved Router Set Up, Configuration, and Maintenance training to include Training Aids, Malicious Domain Blocking and Reporting (MDBR), Dark Web Monitoring.

1.3.4. The Overwatch Foundation will encourage recipients to apply for and receive migration to a .GOV domain through the services available in SOW section 1.1 of this contract.

1.3.5. The Overwatch Foundation will encourage recipients to apply for and use other SLCGP funded services such as Hardware tokens for Multi-Factor Authentication and IT/Security Training. These services can be requested at: https://www.doit.nh.gov/state-and-local-cybersecurity-grant-program

1.3.6. The Overwatch Foundation will provide Cybersecurity Assessment Reports for potential products/vendors as requested by service recipients using the State's contracted and licensed SaaS offering. Accounts will be provisioned for Overwatch Employees by the State's project manager. Training on the tool for Overwatch Employees will be provided by the State's project manager.

4. Amend Exhibit C, Price and Payment Schedule, to add the following:

   9.2.1. The Contractor may invoice for $500,000.00 upon approval by Governor and Council to enable staffing ramp-up and training for the K12 Cybersecurity Project defined in Exhibit B, section 1.3.

5. 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.

TABLE 1: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	COMPLETION DATE	CONTRACT AMOUNT
DoIT # 2024-014	Original Contract	January 31, 2024, Item #46	December 31, 2026	$3,147,604
DoIT # 2024-014 Amendment 1	1st Amendment	August 30, 2024 Item #62	September 30, 2028	$3,752,476
DoIT #2024-014 Amendment 2	2nd Amendment	March 12, 2025 Item#32	September 30, 2029	$900,000
DoIT #2024-014 Amendment 3	3rd Amendment	TBD	September 30, 2030	$5,054,750
			CONTRACT TOTAL	$12,854,830

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

CONTRACTOR

Signed by:
Alyssa C. Rosenzweig
2087A6DA0F04E5...

Date: 5/2/2025

Alyssa Rosenzweig
The OVERWATCH FOUNDATION

STATE OF NEW HAMPSHIRE

Denis Goulet

Date: May 6, 2025

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

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

Approved by the Attorney General

Date: May 6, 2025

State of New Hampshire, Department of Justice

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

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

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 THE OVERWATCH FOUNDATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 25, 2023. 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: **921936**
Certificate Number: **0007173631**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of May A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2025

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
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Next Insurance US Company	16285
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Overwatch Foundation
46 Donovan St
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: 935228865 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTHPJQTDJ-01-GL	01/02/2025	01/02/2026	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	X		NXTHPJQTDJ-01-GL	01/02/2025	01/02/2026	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

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

The Certificate Holder is State of NH, Department of Information Technology. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
State of NH, Department of Information Technology
ATTN: Chief Information Officer - DoIT #2024-14
Amendment B
27 Hazen Dr
Concord, NH 03301

LIVE CERTIFICATE
Click or scan to view

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2025

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 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
AP INTEGO INSURANCE GROUP, LLC
375 Woodcliff Dr.
Suite 103
Fairport NY 14450

CONTACT NAME: AP Intego Insurance Group, LLC
PHONE (A/C, No, Ext): 888-289-2939 **FAX (A/C, No):**
E-MAIL ADDRESS: certs@apintego.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Pie Insurance Company	21857
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Overwatch Foundation
46 Donovan St Ste 2
Concord NH 03301

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC PI 1924290-000	01/02/2025	01/02/2026	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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

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

AUTHORIZED REPRESENTATIVE
Ann Ryan

© 1988-2010 ACORD CORPORATION. All rights reserved.

Clear All

THE OVERWATCH FOUNDATION
CONSTANS VIGILANTIA

Certificate of Authority #4 (The Overwatch Foundation, A Non-Profit Corporation)

Corporate Resolution

I, Vincent Chambers, hereby certify that I am duly elected Secretary of *The Overwatch Foundation* (OVW). I hereby certify the following is a true copy of a vote taken during an email vote, pursuant to OVW by-laws, the Board of Directors duly called on May 2, 2025, and whose vote was completed on May 2, 2025, at which time a quorum of the Directors was present and voting (via email).

VOTED: That Alyssa Rosenzweig, Deputy Director, is duly authorized to enter into contracts or agreements (Amendment 3) on behalf of the Overwatch Foundation with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of contract which this certificate is attached. **This authority remains valid for one-year (365) days** from the date of this Corporate Resolution. 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 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.

ATTEST: Vincent M. Chambers

DATED: May 2, 2025 sure

Vincent M. Chambers
Secretary, Rook, Board Member
The Overwatch Foundation

THE OVERWATCH FOUNDATION
CONSTANS VIGILANTIA

February 20, 2025

Via Email Only (Irene.L.Koffink@doit.nh.gov)
Irene Koffink
Contracts and Procurement
NH Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Re: Amendment B(2) to DoIT # 2024-014

Dear Ms. Koffink:

This letter follows up on recent communications between you and Deputy Director Alyssa Rosenzweig regarding a request for the Overwatch Foundation's most recent audited financial statements in advance of Amendment B(2) to DoIT # 2024-014 being presented to the Governor and Executive Council for Executive Council for consideration and, hopefully, approval.

As noted as part of those communications, the Overwatch Foundation had no financial activity in 2023. And, as requested, a copy of the report that the Overwatch Foundation filed with the Charitable Trust Unit of the New Hampshire Department of Justice ("CTU") is enclosed. Likewise, I am attaching the Overwatch Foundation's 2023 IRS Form 990.

The Overwatch Foundation acknowledges that it is required to undertake audit and provide the results of same to the Federal Audit Clearinghouse. The deadline for providing those audit results is September 30, 2025. It is the Overwatch Foundation's intention to submit those same audit results that can also be used to fulfil, in part, the requirements of its upcoming reporting deadline with the CTU. The deadline for that filing is May 15, 2025.

Upon your request, we would be willing to provide the audit report and the associated filings. In the meantime, please do not hesitate to contact me or Deputy Director Rosenzweig

Very Truly Yours,

Vincent Chambers
Secretary, Overwatch Foundation

Enclosures

Mail completed form to:
NH Attorney General's Office
Attn: Charitable Trusts Unit
One Granite Place South
Concord, NH 03301

FORM NHCT-12

ANNUAL REPORT

**Instructions for the form are at the following web link:*

https://www.doj.nh.gov/charitable-trusts/documents/nhct12-instructions.pdf

This form must be accompanied by a payment in the amount of $75.00, unless previously paid with Form NHCT-14 for the reporting period. Checks must be made payable to "State of New Hampshire".

Report is for fiscal year-end date (MM/DD/YYYY): 12/31/2023

Is this a consolidated report for multiple years because the entity was granted a suspension of its annual requirement?

☐ Yes *(if yes, state the beginning date of the consolidated report)* _____

■ No

CHARITABLE TRUST INFORMATION

Entity Name ☐ Check here if new name Overwatch Foundation	NH Charitable Trusts Unit Registration No. 34572		
Mailing Address ☐ Check here if new address 46 Donovan Street, Suite 2	City Concord	State NH	Zip 03301
Entity Website Address https://www.overwatch.org/			

CONTACT INFORMATION

Contact Name Allyson L. Moore, Esq.			
Contact Address 9 Capitol Street	City Concord	State NH	Zip 03301
Contact Telephone Number (603) 223-2817			
Contact Email Address amoore@sulloway.com			

CHARITABLE TRUST QUESTIONNAIRE

1. Did the entity submit a request to extend the deadline to file the annual report with payment of the $75.00 filing fee required by RSA 7:28-a, II?
   ☐ Yes
   ■ No

2. Did the entity file with the IRS a Form 990, Form 990-EZ, or Form 990-PF for the reporting period?
   ■ Yes
   ☐ No (If no, complete Form NHCT-12, Schedule A.)

   If yes, submit the form in lieu of Schedule A. If the entity also files an annual account with the New Hampshire Circuit Court, Probate Division, submit that as well. NOTE: we do not accept the Internal Revenue Service Form 990-N. Entities that file Form 990-N will need to complete the following Financial Report questions, Part I – Part III.

   ***NH Entities Only**: If the entity has revenue of more than $500,000, but less than $2 million, it must submit a GAAP financial statement, pursuant to RSA 7:28, III-a. This financial statement may be prepared by the entity in-house or may be prepared by an accountant and reviewed and approved by the entity. If the entity has revenue of more than $2 million, it must file an audited financial statement examined by a certified public accountant, pursuant to RSA 7:28, III-b. NOTE: this requirement does not apply to entities that file Form 990-PF with the IRS.*

3. Is the entity a New Hampshire nonprofit corporation (RSA 292) or otherwise headquartered in New Hampshire?
   ■ Yes (if yes, and the entity is not a private foundation, complete Form NHCT-12, Schedule C.)
   ☐ No

4. Does the entity issue/offer Charitable Gift Annuities to New Hampshire citizens?
   ☐ Yes (if yes, complete Form NHCT-12, Schedule D)
   ■ No

5. Is this the entity's final report *(i.e., is your entity dissolving, withdrawing from registration)*?
   ☐ Yes (if yes, complete Form NHCT-12, Schedule E)
   ■ No

6. All charitable trusts are required to submit a governing board list (complete Form NHCT-12, Schedule B)

FORM NHCT-12 : SCHEDULE B

GOVERNING BOARD LIST[1]

Entity Name: Overwatch Foundation Year-end: 2023

For entities based in New Hampshire, provide all the information set forth in the chart below.

For entities not based in New Hampshire, complete the names and titles of the members of the governing board on this Schedule B, or submit a board list containing the names and titles of the governing board.

Name	Title	Home Address	Daytime Telephone Number	Email Address	Av. Hours per week devoted to position	Compensation and benefits paid (enter 0 if none)
Jason J. Sgro	Chair	280 Lowell Street, Manchester, NH 03014	(603) 785-5785	jsgro@overwatch.org	5.0	0
Kevin M. O'Shea, Esq.	Vice Chair	11 Garrison Lane, Madbury, NH 03823	(603) 742-8866	koshea@overwatch.org	2.15	0
Vincent M. Chambers	Secretary	66 South Ridge Dr. Manchester, NH 03109	(603) 785-2105	vchambers@overwatch.org	0.5	0
Matthew Chepeleff	Treasurer	32 Ridgeview Road, Portland, CT 06480	(806) 995-6962	mchepeleff@overwatch.org	0.25	0
Alyssa Rosenzweig	Director & Acting Deputy Director	989 Ocean Blvd., Unit 14, Hampton, NH 03842	(603) 573-8760	arosenzweig@overwatch.org	2.3	0

[1]The entity is permitted to submit its own spreadsheet in lieu of Form NHCT-12: Schedule B, as long as the spreadsheet contains the information requested herein.

CERTIFICATION

The certification must be signed by the president or treasurer of the governing board or a trustee of an express trust

I hereby certify that the information in this report is true and correct to the best of my knowledge and belief subject to penalty of making unsworn, false statements under RSA 641:3 and RSA 641:8.

Signature

May 14, 2024
Date

Jason J. Sgro
Print Name of Signatory

Board Chair
Title

Form **990-PF**

Department of the Treasury
Internal Revenue Service

Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

Do not enter social security numbers on this form as it may be made public.

Go to *www.irs.gov/Form990PF* for instructions and the latest information

OMB No. 1545-0047

2023

Open to Public Inspection

For the calendar year 2023, or tax year beginning January 01, 2023, **and ending** December 31, 2023

Name of foundation
OVERWATCH FOUNDATION

A Employer identification number
92-3064397

Number and street (or P.O. box number if mail is not delivered to street address)
46 DONOVAN STREET SUITE 2

Room/suite

B Telephone number (see instructions)
(603) 263-5032

City or town, state or province, country, and ZIP or foreign postal code
CONCORD, NH 03301-0000

C If exemption application is pending, check here ☐

G Check all that apply: ☑ Initial return ☐ Initial return of a former public charity ☐ Final return ☐ Amended return ☐ Address change ☐ Name change

D 1. Foreign organizations, check here ☐
2. Foreign organizations meeting the 85% test, check here and attach computation ☐

H Check type of organization: ☑ Section 501(c)(3) exempt private foundation ☐ Section 4947(a)(1) nonexempt charitable trust ☐ Other taxable private foundation

E If private foundation status was terminated under section 507(b)(1)(A), check here ☐

I Fair market value of all assets at end of year (from Part II, col. (c), line 16) $ 536

J Accounting method: ☑ Cash ☐ Accrual ☐ Other (specify) (Part I, column (d), must be on cash basis.)

F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here ☐

Part I **Analysis of Revenue and Expenses** (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see instructions).)

		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Revenue	1 Contributions, gifts, grants, etc., received (attach schedule)	0			
	2 Check ☑ if the foundation is not required to attach Sch. B				
	3 Interest on savings and temporary cash investments	0	0	0	
	4 Dividends and interest from securities	0	0	0	
	5a Gross rents	0	0	0	
	b Net rental income or (loss) 0				
	6a Net gain or (loss) from sale of assets not on line 10	0			
	b Gross sales price for all assets on line 6a 0				
	7 Capital gain net income (from Part IV, line 2)		0		
	8 Net short-term capital gain			0	
	9 Income modifications			0	
	10a Gross sales less returns and allowances				
	b Less: Cost of goods sold				
	c Gross profit or (loss) (attach schedule)				
	11 Other income (attach schedule)				
	12 **Total.** Add lines 1 through 11	0	0		
Operating and Administrative Expenses	13 Compensation of officers, directors, trustees, etc.	0	0	0	0
	14 Other employee salaries and wages	0	0	0	0
	15 Pension plans, employee benefits	0	0	0	0
	16a Legal fees (attach schedule)				
	b Accounting fees (attach schedule)				
	c Other professional fees (attach schedule)				
	17 Interest	0	0	0	0
	18 Taxes (attach schedule) (see instructions)				
	19 Depreciation (attach schedule) and depletion				
	20 Occupancy	0	0	0	0
	21 Travel, conferences, and meetings	0	0	0	0
	22 Printing and publications	0	0	0	0
	23 Other expenses (attach schedule)				
	24 **Total operating and administrative expenses.** Add lines 13 through 23	0	0		0
	25 Contributions, gifts, grants paid	0			0
	26 **Total expenses and disbursements.** Add lines 24 and 25	0	0		
	27 Subtract line 26 from line 12:				
	a **Excess of revenue over expenses and disbursements**	0			
	b **Net investment income** (if negative, enter -0-)		0		
	c **Adjusted net income** (if negative, enter -0-)			0	

Part II Balance Sheets Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)

		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash—non-interest-bearing	536	536	536
	2 Savings and temporary cash investments	0	0	0
	3 Accounts receivable 0			
	Less: allowance for doubtful accounts 0	0	0	0
	4 Pledges receivable 0			
	Less: allowance for doubtful accounts 0	0	0	0
	5 Grants receivable	0	0	0
	6 Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions)			
	7 Other notes and loans receivable (attach schedule)			
	Less: allowance for doubtful accounts			
	8 Inventories for sale or use	0	0	0
	9 Prepaid expenses and deferred charges	0	0	0
	10a Investments—U.S. and state government obligations (attach schedule)			
	b Investments—corporate stock (attach schedule)			
	c Investments—corporate bonds (attach schedule)			
	11 Investments—land, buildings, and equipment: basis 0			
	Less: accumulated depreciation (attach schedule) 0			
	12 Investments—mortgage loans	0	0	0
	13 Investments—other (attach schedule)			
	14 Land, buildings, and equipment: basis 0			
	accumulated depreciation (attach schedule) 0			
	15 Other assets (describe)			
	16 **Total assets** (to be completed by all filers—see the instructions. Also, see page 1, item I)	536	536	536
Liabilities	17 Accounts payable and accrued expenses	0	0	
	18 Grants payable	0	0	
	19 Deferred revenue	0	0	
	20 Loans from officers, directors, trustees, and other disqualified persons	0	0	
	21 Mortgages and other notes payable (attach schedule)			
	22 Other liabilities (describe)			
	23 **Total liabilities** (add lines 17 through 22)	0	0	
Net Assets or Fund Balances	**Foundations that follow FASB ASC 958, check here ☐ and complete lines 24, 25, 29, and 30.**			
	24 Net assets without donor restrictions			
	25 Net assets with donor restrictions			
	Foundations that do not follow FASB ASC 958, check here ☑ and complete lines 26 through 30.			
	26 Capital stock, trust principal, or current funds	536	536	
	27 Paid-in or capital surplus, or land, bldg., and equipment fund	0	0	
	28 Retained earnings, accumulated income, endowment, or other funds	0	0	
	29 **Total net assets or fund balances** (see instructions)	536	536	
	30 **Total liabilities and net assets/fund balances** (see instructions)	536	536	

Part III Analysis of Changes In Net Assets or Fund Balances

1	Total net assets or fund balances at beginning of year—Part II, column (a), line 29 (must agree with end-of-year figure reported on prior year's return)	1	536
2	Enter amount from Part I, line 27a	2	
3	Other increases not included in line 2 (itemize)	3	
4	Add lines 1, 2, and 3	4	536
5	Decreases not included in line 2 (itemize)	5	
6	Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 29	6	536

Part IV Capital Gains and Losses for Tax on Investment Income

	(a) List and describe the kind(s) of property sold (for example, real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)	(b) How acquired P—Purchase D—Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a				
b				
c				
d				
e				

	(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) ((e) plus (f) minus (g))
a				
b				
c				
d				
e				

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69.

	(i) FMV as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
a				
b				
c				
d				
e				

2	Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 / If (loss), enter -0- in Part I, line 7 }	2	
3	Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). See instructions. If (loss), enter -0- in Part I, line 8	3	0

Part V Excise Tax Based on Investment Income (Section 4940(a), 4940(b), or 4948—see instructions)

1a	Exempt operating foundations described in section 4940(d)(2), check here ☐ and enter "N/A" on line 1. Date of ruling or determination letter: .....(attach copy of letter if necessary—see instructions)		1	0
b	All other domestic foundations enter 1.39% (0.0139) of line 27b. Exempt foreign organizations, enter 4% (0.04) of Part I, line 12, col. (b)			
2	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)		2	
3	Add lines 1 and 2		3	0
4	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)		4	0
5	**Tax based on investment income.** Subtract line 4 from line 3. If zero or less, enter -0-		5	0
6	Credits/Payments:			
a	2023 estimated tax payments and 2022 overpayment credited to 2023	6a 0		
b	Exempt foreign organizations—tax withheld at source	6b		
c	Tax paid with application for extension of time to file (Form 8868)	6c 0		
d	Backup withholding erroneously withheld	6d 0		
7	Total credits and payments. Add lines 6a through 6d		7	
8	Enter any **penalty** for underpayment of estimated tax. Check here ☐ if Form 2220 is attached		8	0
9	**Tax due.** If the total of lines 5 and 8 is more than line 7, enter **amount owed**		9	0
10	**Overpayment.** If line 7 is more than the total of lines 5 and 8, enter the **amount overpaid**		10	0
11	Enter the amount of line 10 to be: **Credited to 2024 estimated tax** **Refunded**		11	0

Part VI-A Statements Regarding Activities

			Yes	No
1a	During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?	1a	☐	☑
b	Did it spend more than $100 during the year (either directly or indirectly) for political purposes? See the instructions for the definition	1b	☐	☑
	If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.			
c	Did the foundation file Form 1120-POL for this year?	1c	☐	☑
d	Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. $ 0 (2) On foundation managers. $ 0			
e	Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. $ 0			
2	Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities.	2	☐	☑
3	Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes	3	☐	☑
4a	Did the foundation have unrelated business gross income of $1,000 or more during the year?	4a	☐	☑
b	If "Yes," has it filed a tax return on Form 990-T for this year?	4b	☐	☐
5	Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by *General Instruction T.*	5	☐	☑
6	Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	6	☑	☐
7	Did the foundation have at least $5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XIV	7	☐	☑
8a	Enter the states to which the foundation reports or with which it is registered. See instructions. NH			
b	If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by *General Instruction G?* If "No," attach explanation	8b	☐	☐
9	Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2023 or the tax year beginning in 2023? See the instructions for Part XIII. If "Yes," complete Part XIII	9	☑	☐
10	Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses	10	☐	☑
11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule. See instructions	11	☐	☑
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement. See instructions	12	☐	☑
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application?	13	☑	☐

Website address www.overwatch.org

14 The books are in care of Liguori Account Services Telephone no. (603) 263-5032

Located at 137 Water St. F ,Exeter ,NH ZIP+4 03833

15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041—check here ☐

and enter the amount of tax-exempt interest received or accrued during the year 15

		Yes	No
16 At any time during calendar year 2023, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country?	16	☐	☑
See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country			

Part VI-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

			Yes	No
1a	During the year, did the foundation (either directly or indirectly):			
	(1) Engage in the sale or exchange, or leasing of property with a disqualified person?	1a(1)	☐	☑
	(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person?	1a(2)	☐	☑
	(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person?	1a(3)	☐	☑
	(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person?	1a(4)	☐	☑
	(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)?	1a(5)	☐	☑
	(6) Agree to pay money or property to a government official? (**Exception.** Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.)	1a(6)	☐	☑
b	If any answer is "Yes" to 1a(1)–(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance? See instructions	1b	☐	☐
c	Organizations relying on a current notice regarding disaster assistance, check here ☐			
d	Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2023?	1d	☐	☑
2	Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):			
a	At the end of tax year 2023, did the foundation have any undistributed income (Part XII, lines 6d and 6e) for tax year(s) beginning before 2023?	2a	☐	☑
	If "Yes," list the years 20____, 20____, 20____, 20____			
b	Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement—see instructions.)	2b	☑	☐
c	If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. 20____, 20____, 20____, 20____			
3a	Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year?	3a	☐	☑
b	If "Yes," did it have excess business holdings in 2023 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Form 4720, Schedule C, to determine if the foundation had excess business holdings in 2023.)	3b	☐	☐
4a	Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	☐	☑
b	Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2023?	4b	☐	☑

Part VI-B Statements Regarding Activities for Which Form 4720 May Be Required *(continued)*

			Yes	No
5a	During the year, did the foundation pay or incur any amount to:			
	(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?	5a(1)	☐	☑
	(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?	5a(2)	☐	☑
	(3) Provide a grant to an individual for travel, study, or other similar purposes?	5a(3)	☐	☑
	(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? See instructions	5a(4)	☐	☑
	(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?	5a(5)	☐	☑
b	If any answer is "Yes" to 5a(1)–(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance? See instructions	5b	☐	☐
c	Organizations relying on a current notice regarding disaster assistance, check here ☐			
d	If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?	5d	☐	☐
	If "Yes," attach the statement required by Regulations section 53.4945-5(d).			
6a	Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	6a	☐	☑
b	Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract? If "Yes" to 6b, file Form 8870.	6b	☐	☑
7a	At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?	7a	☐	☑
b	If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?	7b	☐	☐
8	Is the foundation subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year?	8	☐	☑

Part VII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, and foundation managers and their compensation. See instructions.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account other allowances
Jason J Sgro 280 Lowell Street ,Manchester ,NH 03014	Chair 5	0	0	0
Kevin M O'Shea Esq 11 Garrison Lane ,Madbury ,NH 03823	Vice Chair 2.15	0	0	0
Vincent M Chambers 66 South Ridge Dr. ,Manchester ,NH 03109	Secretary 0.5	0	0	0
Matthew Chepeleff 32 Ridgeview Road ,Portland ,CT 06480	Treasurer 0.25	0	0	0

2 Compensation of five highest-paid employees (other than those included on line 1—see instructions). If none, enter "NONE."

(a) Name and address of each employee paid more than $50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over $50,000

Part VII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors *(continued)*

3 Five highest-paid independent contractors for professional services. See instructions. If none, enter "NONE."

(a) Name and address of each person paid more than $50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over $50,000 for professional services		

Part VIII-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.	Expenses
1 The organization was in business startup mode and did not complete any charitable activities in this year aside from preparing the grant proposal referenced in Part VIII-B below.	0
2	
3	
4	

Part VIII-B Summary of Program-Related Investments (see instructions)

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1 The organization prepared a grant proposal for the New Hampshire Department of Information Technology.	0
2	
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	0

Part IX Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:				
a	Average monthly fair market value of securities			1a	0
b	Average of monthly cash balances			1b	0
c	Fair market value of all other assets (see instructions)			1c	0
d	Total (add lines 1a, b, and c)			1d	0
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	0		
2	Acquisition indebtedness applicable to line 1 assets			2	0
3	Subtract line 2 from line 1d			3	0
4	Cash deemed held for charitable activities. Enter 1.5% (0.015) of line 3 (for greater amount, see instructions)			4	0
5	**Net value of noncharitable-use assets.** Subtract line 4 from line 3			5	0
6	**Minimum investment return.** Enter 5% (0.05) of line 5			6	0

Part X Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations, check here ☑ and do not complete this part.)

1	Minimum investment return from Part IX, line 6			1	
2a	Tax on investment income for 2023 from Part V, line 5	2a			
b	Income tax for 2023. (This does not include the tax from Part V.)	2b			
c	Add lines 2a and 2b			2c	
3	Distributable amount before adjustments. Subtract line 2c from line 1			3	
4	Recoveries of amounts treated as qualifying distributions			4	
5	Add lines 3 and 4			5	
6	Deduction from distributable amount (see instructions)			6	
7	**Distributable amount** as adjusted. Subtract line 6 from line 5. Enter here and on Part XII, line 1			7	

Part XI Qualifying Distributions *(see instructions)*

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc.—total from Part I, column (d), line 26	1a	
b	Program-related investments—total from Part VIII-B	1b	0
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	0
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	0
b	Cash distribution test (attach the required schedule)	3b	0
4	**Qualifying distributions.** Add lines 1a through 3b. Enter here and on Part XII, line 4	4	0

Part XII Undistributed Income (see instructions)

		(a) Corpus	(b) Years prior to 2022	(c) 2022	(d) 2023
1	Distributable amount for 2023 from Part X, line 7				
2	Undistributed income, if any, as of the end of 2023:				
a	Enter amount for 2022 only				
b	Total for prior years: 20 ___, 20 ___, 20 ___				
3	Excess distributions carryover, if any, to 2023:				
a	From 2018				
b	From 2019				
c	From 2020				
d	From 2021				
e	From 2022				
f	**Total** of lines 3a through e				
4	Qualifying distributions for 2023 from Part XI, line 4: $				
a	Applied to 2022, but not more than line 2a				
b	Applied to undistributed income of prior years (Election required—see instructions)				
c	Treated as distributions out of corpus (Election required—see instructions)				
d	Applied to 2023 distributable amount				
e	Remaining amount distributed out of corpus				
5	Excess distributions carryover applied to 2023 (If an amount appears in column (d), the same amount must be shown in column (a).)				
6	**Enter the net total of each column as indicated below:**				
a	Corpus. Add lines 3f, 4c, and 4e. Subtract line 5				
b	Prior years' undistributed income. Subtract line 4b from line 2b				
c	Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d	Subtract line 6c from line 6b. Taxable amount—see instructions				
e	Undistributed income for 2022. Subtract line 4a from line 2a. Taxable amount—see instructions				
f	Undistributed income for 2023. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2024				
7	Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required—see instructions)				
8	Excess distributions carryover from 2018 not applied on line 5 or line 7 (see instructions)				
9	**Excess distributions carryover to 2024.** Subtract lines 7 and 8 from line 6a				
10	Analysis of line 9:				
a	Excess from 2019				
b	Excess from 2020				
c	Excess from 2021				
d	Excess from 2022				
e	Excess from 2023				

Part XIII Private Operating Foundations (see instructions and Part VI-A, question 9)

1a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2023, enter the date of the ruling 11/08/2023

b Check box to indicate whether the foundation is a private operating foundation described in section ☑ 4942(j)(3) or ☐ 4942(j)(5)

	Tax year	Prior 3 years			(e) Total
	(a) 2023	(b) 2022	(c) 2021	(d) 2020	
2a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part IX for each year listed	0	0	0	0	0
b 85% (0.85) of line 2a	0	0	0	0	0
c Qualifying distributions from Part XI, line 4, for each year listed	0	0	0	0	0
d Amounts included in line 2c not used directly for active conduct of exempt activities	0	0	0	0	0
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c	0	0	0	0	0
3 Complete 3a, b, or c for the alternative test relied upon:					
a "Assets" alternative test—enter:					
(1) Value of all assets	0	0	0	0	0
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)	0	0	0	0	0
b "Endowment" alternative test—enter 2/3 of minimum investment return shown in Part IX, line 6, for each year listed	0	0	0	0	0
c "Support" alternative test—enter:					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)	0	0	0	0	0
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)	0	0	0	0	0
(3) Largest amount of support from an exempt organization	0	0	0	0	0
(4) Gross investment income	0	0	0	0	0

Part XIV Supplementary Information (Complete this part only if the foundation had $5,000 or more in assets at any time during the year—see instructions.)

1 **Information Regarding Foundation Managers:**

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than $5,000). (See section 507(d)(2).)

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

2 **Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**

Check here ☐ if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc., to individuals or organizations under other conditions, complete items 2a, b, c, and d. See instructions.

a The name, address, and telephone number or email address of the person to whom applications should be addressed:

b The form in which applications should be submitted and information and materials they should include:

c Any submission deadlines:

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XIV Supplementary Information *(continued)*

3 Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
Total			**3a**	
b *Approved for future payment*				
Total			**3b**	

Part XV-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated.	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income (See instructions.)
	(a) Business code	(b) Amount	(c) Exclusion code	(d) Amount	
1 Program service revenue:					
a No program services completed		0			
b					
c					
d					
e					
f					
g Fees and contracts from government agencies					
2 Membership dues and assessments		0			
3 Interest on savings and temporary cash investments		0			
4 Dividends and interest from securities		0			
5 Net rental income or (loss) from real estate:					
a Debt-financed property		0			
b Not debt-financed property		0			
6 Net rental income or (loss) from personal property		0			
7 Other investment income		0			
8 Gain or (loss) from sales of assets other than inventory		0			
9 Net income or (loss) from special events		0			
10 Gross profit or (loss) from sales of inventory		0			
11 Other revenue: a					
b					
c					
d					
e					
12 Subtotal. Add columns (b), (d), and (e)		0		0	0
13 Total. Add line 12, columns (b), (d), and (e)				13	0

(See worksheet in line 13 instructions to verify calculations.)

Part XV-B Relationship of Activities to the Accomplishment of Exempt Purposes

Line No.	Explain below how each activity for which income is reported in column (e) of Part XV-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes). (See instructions.)

Part XVI **Information Regarding Transfers to and Transactions and Relationships With Noncharitable Exempt Organizations.**

		Yes	No
1 Did the organization directly or indirectly engage in any of the following with any other organization described in section 501(c) (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?			
a Transfers from the reporting foundation to a noncharitable exempt organization of:			
(1) Cash	1a(1)	☐	☑
(2) Other assets	1a(2)	☐	☑
b Other transactions:			
(1) Sales of assets to a noncharitable exempt organization	1b(1)	☐	☑
(2) Purchases of assets from a noncharitable exempt organization	1b(2)	☐	☑
(3) Rental of facilities, equipment, or other assets	1b(3)	☐	☑
(4) Reimbursement arrangements	1b(4)	☐	☑
(5) Loans or loan guarantees	1b(5)	☐	☑
(6) Performance of services or membership or fundraising solicitations	1b(6)	☐	☑
c Sharing of facilities, equipment, mailing lists, other assets, or paid employees	1c	☐	☑

d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting foundation. If the foundation received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.

(a) Line no.	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements

2a Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) (other than section 501(c)(3)) or in section 527? ☐ Yes ☑ No

b If "Yes," complete the following schedule.

(a) Name of organization	(b) Type of organization	(c) Description of relationship

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true,
correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Jason Sgro | 05/15/2024 | Board Chair

Signature of officer or trustee | Date | Title

May the IRS discuss this return with the preparer shown below? See instructions. ☐ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name		Firm's EIN		
Firm's address		Phone no		

Form 990PF Statements 2023

Name of the Organization	Employer identification number
OVERWATCH FOUNDATION	92-3064397

Statement name: Part VII Line 1 List of officers

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation	(d) Health benefits	(e) Estimated amount of other compensation
Alyssa Rosenzweig Director; Acting Deputy Director 989 Ocean Blvd.,Unit 14,Hampton,NH 03842	2.3	$0	$0	$0

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE OVERWATCH FOUNDATION
46 DONOVAN STREET SUITE 2
CONCORD, NH 03301-2619

Date:
11/08/2023
Employer ID number:
92-3064397
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Form 990-PF required:
Yes
Effective date of exemption:
January 25, 2023
Addendum applies:
No
DLN:
26053706005553

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

We further determined you qualify as a private operating foundation under IRC Section 4942(j)(3). We'll treat you as a private operating foundation as long as you continue to meet the requirements of Section 4942(j)(3).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

THE OVERWATCH FOUNDATION
CONSTANS VIGILANTIA

The Overwatch Foundation Board of Directors

The Overwatch Foundation Board of Directors, known as the "Nine Rooks," is a group of nine business leaders, career public servants, and subject matter experts that comprise the oversight board of the Foundation. In chess, the rook is widely considered one of the most versatile pieces, with equally matched offensive and defensive capabilities. A Director, once elected, may serve a term of years as Director and may be selected as an Officer of the board for a time. But all board members, past and present, are bestowed the title of "Rook" and may use the "9R" shield for the rest of their professional career as a symbol of the impact they made in the service of our state.

Jason J. Sgro
Director, Chairman, & Rook.

Leading New Hampshire's largest dedicated municipal incident response efforts, Jason serves as Sr. Partner, Business Strategy, and Head of Cybersecurity & Human Privacy at The ATOM Group, headquartered in Portsmouth, NH. He is the current President of the FBI's InfraGard Program in New Hampshire, and serves as the Director of ATOM's New Hampshire Office for Cooperation in Cybersecurity which provides training and emergency response services in partnership with the NH Public Risk Management Exchange (Primex3).

Kevin M. O'Shea, Esq.
Director, Vice Chair, & Rook.

Attorney O'Shea is a lawyer and equity member at Sulloway & Hollis, PLLC. He concentrates his practice on commercial litigation, including contract disputes, and defense of manufacturers' warranties. A significant portion of his practice focuses on the Internet and technology law, including privacy and domain registration disputes. In 2022, Kevin earned the Certified Information Privacy Professional/United States (CIPP/US) designation from the International Association of Privacy Professionals. Kevin serves as the firm's chair of both Sulloway's Technology Committee and Ethics Committee.

Vincent M. Chambers
Director, Secretary, & Rook.
National Security Subcommittee (Chair)

Vince's career has focused on service to the Country. Vince started his professional career as an active-duty Army Officer, serving nine years in both CONUS and OCONUS assignments. Vince attained the rank of Captain and served as a Platoon Leader, Company Commander, and in various Army staff positions.

After his military service, Vince was appointed to be a Special Agent with the Federal Bureau of Investigation. Vince served for over 20 years as an FBI Special Agent leading complex

investigations into violations of the Foreign Corrupt Practices Act, international narcotics trafficking, counterterrorism, domestic terrorism, inner-city gang violence, white-collar crime, and computer intrusion crimes.

Alyssa C. Rosenzweig, MSc.
Director & Rook.

Alyssa's career is dedicated to how technology can transform lives and serve people—from the most basic technological advancements to artificial organs to cybersecurity. She is a Partner at the New Hampshire technology consulting firm, ATOM, and an active member of the FBI's public-private partnership organization, InfraGard, where she is both a Board member and Healthcare Sector Chief for the New Hampshire chapter.

Terence R. Pfaff
Director & Rook.

Terry has built a career as a New Hampshire public servant, balancing both a career as firefighter for the City of Manchester (30 years) and a legislative role, first serving four terms in the New Hampshire House of Representatives for Hooksett and then eventually becoming the Chief of Staff for the House. When he retired from firefighting, he transitioned full-time into NH State leadership where he is now the Chief Operating Officer for the General Court. In addition to his legislative activities, he has been a long-standing member of the Board of Trustees for the Visiting Nurse Association of Southern NH, where he was elected Board Chair in 2021.

Matthew Chepeleff
Director, Treasurer, & Rook.
National Security Subcommittee

Matt spent the first 20 years of his career in the space where technology and business overlap. Matt currently serves as partner and leads ATOM's software development practice, focusing on mobile, web, and enterprise software for SMBs. In 2019, Matt joined the board as a founding director of the AFMS Foundation, a not-for-profit in Connecticut focusing on Advocating for Families with Multiple Sclerosis.

Top Skills

Product Management
Medical Devices
Product Development

Languages

Spanish

Certifications

PMP
ITIL Foundation (2011)

Alyssa C. Rosenzweig

Public health and safety servant
Concord, New Hampshire, United States

Summary

I am highly technical, focused, analytical and a practicing leader. I am attracted to complex systems with many unknowns and myriad moving pieces. I speak many different languages—everything from engineering and IT to design/UX and marketing to legal and business/client services. My expertise is in bringing all those disciplines together. Through them I harness the potential that builds teams, deliverables, and systems that tackle complicated challenges. I get energized when the odds are stacked against us and obstacles seem insurmountable. I am always eager to join a talented team whose culture and values match my enthusiasm and high standards for excellence and technical innovation.

Experience

InfraGard

2 years 6 months

Board Member
December 2024 - Present (3 months)
Concord, New Hampshire, United States

Sector Chief, Healthcare & Public Health
September 2022 - Present (2 years 6 months)
New Hampshire, United States

Lead the NH Infragard towards serving and improving community health and wellness.

2024 Healthcare Sector Chief of the Year - Northeast Region

The Overwatch Foundation

1 year 7 months

Deputy Director, Board Member & Rook
November 2023 - Present (1 year 4 months)

Director, Treasurer, & Rook

August 2023 - November 2023 (4 months)

THE ATOM GROUP

10 years 8 months

Partner, Experience + COO

October 2022 - Present (2 years 5 months)

We cultivate and distill visionary ideas into vital experiences.

Associate Partner, Engagement

November 2020 - October 2022 (2 years)

Client Success + User Experience + Operations

Head of Client Success

February 2017 - November 2020 (3 years 10 months)
Portsmouth, NH

Lead navigator on your journey with ATOM.

Project Manager

July 2014 - February 2017 (2 years 8 months)
Portsmouth, NH

Key clients and projects include:

• Design and development of the Pierce Manufacturing Command Zone III vehicle maintenance and monitoring mobile and tablet web application

• Agile-based management of Rue La La A/B testing with Optimizely and Evergage to optimize ecommerce website performance

• Maintenance and implementation of Shopify storefronts such as LuxeDH

• Internationalization of the Sun Edison echo solar home electricity monitoring iOS application

• Maintenance and implementation of Kentico (ASP.NET) and WordPress websites

GRIT + GRACE

Founder, Lead Practioner

April 2021 - Present (3 years 11 months)

Coaching and consulting practice specializing in empowering women with chronic health conditions.

Sig Sauer

Applications Support

July 2013 - July 2014 (1 year 1 month)
Newington, NH

• Designed, implemented and maintained BMC FootPrints service desk to improve IT department's effectivity (currently expanding to other business units).
• Managed Kronos Workforce Ready IT implementation for 1000 employees; first fully-integrated system with AD, HRB, and security apps.
• Managed business process requirement gathering of ecommerce solution to market, schedule/manage, and invoice Sig Sauer Academy courses.

AgaMatrix
Technical Project Manager
November 2010 - March 2013 (2 years 5 months)

• Designed and implemented software systems to support project effort tracking and executive management updates.
• Defined organizational procedures to support third-party developers' use of company's first iPhone SDK product.
• Built and managed company's first mobile software app testing team and integrated into standard operating procedures.
• Developed and managed WordPress content sharing system to convey industry news and customer experience insight.
• Strategically managed and advanced company's intellectual property portfolio.
• Researched and advised product management team on innovative features and business opportunities.

University of Toronto, Department of Computer Science
HCI Graduate Researcher and Teaching Assistant
September 2009 - October 2010 (1 year 2 months)

University of Pennsylvania Schoenberg Center for Electronic Text and Images
Web Designer
January 2007 - May 2009 (2 years 5 months)

Designed and implemented HTML and CSS web interfaces to showcase digitized University rare book and manuscript collections.

UC Santa Cruz
National Science Foundation Undergraduate Research Fellow in Information Technology
May 2008 - August 2008 (4 months)

• Created Google Maps application for visually impaired using sound to convey street information.

Illinois Institute of Technology
National Science Foundation's Research Experience for Undergraduates Fellow
May 2007 - August 2007 (4 months)

• Redesigned educational web application to improve usability and presentation of USDA food and activity research.

- Project accepted for 2007 National Biomedical Engineering Society Undergraduate Session
- Poster presentation at the 2008 Diabetes Technology Meeting in Bethesda, Maryland
- Abstract publication in the Journal of Diabetes Science and Technology (March 2009)

The Daily Pennsylvanian
DailyPennsylvanian.com Editor-in-Chief
January 2006 - January 2007 (1 year 1 month)

Launched and designed a new site with staff collaboration; recruited and managed paper's first Web department.

Entertainment Publications
Merchant Marketing Intern
May 2006 - December 2006 (8 months)

Developed efficient system in Access and Excel to automate monthly analysis of thousands of merchant offers by converting them into a visual, comparable format to guide company strategies.

Education

University of Pennsylvania
BAS, BA, Computer and Cognitive Science, Psychology · (2005 - 2009)

University of Toronto
MSc, Computer Science, Human-Computer Interaction; Ubiquitous Computing · (2009 - 2010)

St. Louis University - Madrid
Spanish culture, history, literature, music and language · (2008 - 2008)

Seaholm High School

· (2001 - 2005)

Neal Richardson

SUMMARY OF QUALIFICATIONS:

- Seasoned CISO with gold standard CISM, CISSP, CDPSE, GCCC, GCIH, GCIA, GMOB, and GSEC certifications validating expertise in strategic management, technical security, and data privacy domains.
- 15+ years of experience leading cybersecurity strategy and operations.
- Expertise in policy development, regulatory compliance, incident response, risk management, and security awareness.
- Strong technical knowledge of IDS/IPS, SIEM, Identity and Access Management, vulnerability assessment, Network design, and infrastructure security.
- Proven ability to architect and execute cybersecurity modernization initiatives.
- Leadership experience building, managing, and mentoring high-performing security teams.
- Ability to effectively communicate complex security concepts to senior leadership and boards.
- Knowledge of state and federal security regulations, including NIST CSF, CIS 18, CIPA, FERPA, and HIPAA

Experience:

Head of Information Technology Concord, New Hampshire 2024 - Present
The Overwatch Foundation

- Serve as Information Technology manager for the Overwatch Foundation, assisting in the selection, design, configuration, and implementation of tools, SaaS products, and applications. This includes building and configuring network security appliances such as firewalls, routers, switches, etc.
- Create and manage an information security program that meets the requirements of the Overwatch Foundation as a regulated federal and state partner.
- Design, configure, implement, and managed technology deployment withi infrastructure grants.
- Responsible for the Service Desk, managing the quality of the assistance given to internal and external stakeholders and customers.
- Build and oversee the relationships between Overwatch Technology Partners and the Overwatch Foundation.
- Serve as the primary technical advising point of contact for grant recipients.
- Train Service Desk Engineers to support key technologies we deploy in our solutions.
- Train CI Technicians on proper installation and troubleshooting of key technologies we deploy in our solutions.
- Assist in the grant readiness approval process.
- Lead technical change control approval for the Overwatch Foundation.
- Assist the Deputy Director in creating Board-level reporting as requested.

Director of Technology/CISO 2018 - 2024

SAU # 34 Hillsboro-Deering School District Hillsboro, New Hampshire

- Drove creation and rollout of robust cyber and physical security policies, processes, and protocols district-wide, hardening defenses against emerging threats while significantly improving incident response capabilities.
- Built incident response plans and processes from the ground up, allowing for swift triage and coordinated remediation of malware infections, unauthorized access, data breaches, and other cyber events through defined escalation paths.
- Formulated and executed a comprehensive strategy for revitalizing and expanding the IT department, ensuring smooth and effortless access to digital resources to facilitate school-based and distance learning.
- Provide strategic guidance and support to principals, teachers, and staff in effectively applying cybersecurity controls and tools.
- Developed and implemented a plan to ensure the continuity of educational services during the pandemic shutdown.
- Provided input and feedback on the development of New Hampshire K-12 data and privacy security minimum standards.
- Presented in Cybersecurity and Infrastructure Security Agency (CISA) Inaugural National Summit on K-12 School Safety and Security.
- Featured in two case studies by the Center of Internet Security (CIS) on the implementation of CIS Controls in schools.
- Furnished written and oral testimony to the New Hampshire Senate STE subcommittee in support of legislation mandating basic cybersecurity standards for municipalities, drawing on case studies and industry best practices to highlight the risks of inaction.

Director of Technology and Emergency Management 2006–2018

SAU #93 Monadnock Regional School District Swanzey, New Hampshire

- Formulated and implemented comprehensive cyber and physical security policies, procedures, and plans, safeguarding the school district against known and unknown threats, and significantly reducing response time from days to hours.
- Created a security awareness program covering secure web browsing, social media usage, mobile device safety, social engineering, and emerging cyber threats through interactive workshops, computer-based training, posters, newsletters, and simulated phishing attacks.
- Designed and executed server infrastructure consolidation and cloud migration roadmap to reduce the attack surface, enable consistent security policies, and decrease maintenance costs by 50% year over year.
- Coached the first Cyber-Patriot team in the Monadnock Region.
- Built an integrated All-Hazards Response Team to provide swift, coordinated incident response to cyber and physical threats impacting any school within the district.
- Led the district Emergency Management Committee, overseeing the development of standardized response plans and coordinating drills.
- Championed 1:1 Chromebook program delivering enhanced digital access and engagement for students grades 6-12 through extensive planning, pilot testing, infrastructure upgrades, and classroom integration support.

Awards, Certifications, Certificates, and Education:

Awards:

The SANS Institute: Difference Maker Award 2019

Certifications:

Information Systems Audit and Control Association (ISACA):

Certified Information Security Manager (CISM) #2158862

Certified Data Privacy Solutions Engineer (CDPSE) #2117201

International Information System Security Certification Consortium (ISC2)

CISSP Certified Information Systems Security Professional (CISSP) #512944

Global Information Assurance Certification (GIAC)

Certified Mobile Device Security Analyst (GMOB) #764

Certified Critical Controls (GCCC) #874

Certified Incident Handler (GCIH) #24486

Certified Incident Analyst (GCIA) #9761

Security Essentials Certificate (GSEC) #34198

EC-Council

Associate Certified Chief Information Security Officer #ECC3589021647

Cybersecurity Coalition for Education:

Certified Cybersecurity Rubric Evaluator (CCRE)

Certificates:

IT Security Strategic Planning, Policy, and Leadership

Practical Web Application Penetration Testing

Web Application Penetration Testing and Ethical Hacking

Education:

Southern New Hampshire University

Associate Degree	2016
Bachelor of Arts in Management	2019

Leadership and Service

Access4Learning, Internation Technical & Privacy Leadership Group	2023-Present
Tech Tactics in Education Advisory Board Member	2022-Present
K12SIX Controls Working Group	2021-Present
New Hampshire SLTT Cybersecurity Grant Committee	2023-2024
MS-ISAC K12 Working Group Co-chair	2021-2024
COSN Cybersecurity Working Group	2017-2024
Amateur Radio Operator, *General Class*	2007-Present
New Hampshire Digital Summit Advisory Board Member	2023-2024
Town of Troy Broadband Committee	2020-2021
Town of Troy Emergency Management Director	2017-2019
NH CTO Board member	2016-2020
Town of Troy Assistant Emergency Management Director	2008-2017
Town of Troy Budget Committee	2006-2009
Chairman Town of Troy Budget Committee	2009-2009
US Army and US Army Reserve	1991-1999

Conference Presentations and Webinars

Multi-State Information Sharing and Analysis Annual Meeting	2024
K12Six: National Cybersecurity Leadership Conference	2024
CISA: 2022 National Summit on K-12 School Safety and Security:	2022

Consortium of School Networks:

Cybersecurity Practices to Protect your staff and students	2024
Cybersecurity the New Hampshire way.	2022
Maine Technology Users Group:	
Intro to the MITRE ATT&CK framework.	2022
NHCTO Clinic:	
Security Considerations in a Constantly Changing Environment.	2018
NH School Boards Association:	
Data Privacy & Security: Alignment with HB1612.	2018
ISC2 State cybersecurity K12 education:	2018
Christa McAuliffe Technology Conference:	
HB 1612 What is a district to do?	2018
Student Safety and Security in the 21st Century Classroom.	2016
WEBINARS:	
Not if but When	2023
Incident Response Planning.	2023
MS-ISAC K12 Report Findings.	2023
SC Media's Ransomware eSummit.	2023
NIST Cybersecurity Framework for K12.	2022
Essential K-12 Cybersecurity Protections for the Cloud.	2022
How One School District Enhances Cyber Hygiene with the CIS Controls.	2020
You Thought Going to High School Was Tough? Try Running Cyber Security for One.	2017

Scott "Vince" Chambers

Security Clearance: TS/SCI – Current

Cybersecurity, Technology sales, Cyber Governance, HUMINT, Law Enforcement

Experience

The Overwatch Foundation (https://www.overwatch.org)

Board of Directors, Secretary, & Rook, Concord, NH

08/2023 - Present

The Overwatch Foundation ("OVW") is dedicated to protecting United States critical infrastructure in New Hampshire, the New Hampshire competitive advantage, and the public trust by providing grant-funded cybersecurity auditing and engineering, software modernization, and workforce development. Board member, Secretary of the Board, and Chair of the National Security subcommittee.

The Overwatch Foundation (https://www.overwatch.org)

Assistant Deputy Director (ADD)

10/2024 – Present

Part of the senior leadership team at OVW responsible for day-to-day operations and mission accomplishment of grant defined metric objectives. The ADD of OVW leads six employees in all efforts to coordinate and execute the mission of OVW; to protect United States critical infrastructure in New Hampshire focusing on State, local, and municipal entities across three grants; .GOV, drinking water, and wastewater. The ADD also manages financial execution of grant funds with oversight by the Deputy Director (DD).

Serpentine Services Group (https://serpentineservices.com)

Board of Advisors

02/2024- Present

Serpentine Services Group (SSG) uses exercises, gaming, and workshops as a platform for problem-solving. Using Cyber Tabletop Exercises, (TTX), Cyber workforce design, and partnership advisory services, SSG stimulates creativity, collaboration, and critical thinking, allowing participants to explore security and business challenges from unique perspectives and generate custom solutions. This blend of exercises, interactive workshops and actionable recommendations can empower organizations to address their issues thoughtfully and strategically. From determining how to find First Federal Customers to answering SEC requirements after a breach; Serpentine Services Group helps an organization realize its business and compliance goals.

Federal Bureau of Investigation (FBI)

Special Agent, Bedford, New Hampshire

09/2021 – 09/2024

Conduct complex white-collar crime and cybercrime investigations working in a joint collaborative environment with Federal Law Enforcement entities such as the FBI, IRS, United States Secret Service, and the Department of Commerce.

Federal Bureau of Investigation (FBI)

Team Leader/Supervisor, Bedford, New Hampshire

02/2018 - 09/2021

Led a gang and narcotics Task Force composed of eight personnel from Federal, State and Local law enforcement organizations. The mission of the Task Force was to disrupt and dismantle violent street gangs and drug trafficking criminal enterprises with ties to the State of New Hampshire and their sources of supply throughout the United States and world. Led the Task Force Team that arrested Ghislaine Maxwell in Bradford, New Hampshire.

Federal Bureau of Investigation (FBI)

Supervisory Special Agent, Washington, DC

12/2015 - 06/2017

Program managed counter-narcotics investigations for the entire East Coast of the United States and Puerto Rico; 21 Field Offices of the FBI. Program managed budget payments for travel of case agents nationally and internationally in support of operations; program managed budget payments to conduct proactive investigations; program managed budget payments to pay confidential human sources.

Federal Bureau of Investigation (FBI)

Special Agent, Port Au Prince, Haiti

09/2013 - 01/2014

Conducted federal investigations into violations of the Foreign Corrupt Practices Act. Developed an extensive HUMINT network in Haiti that facilitated the successful prosecution of an American Army Colonel (O6) who violated federal law and paid bribes directly to the President and Prime Minister of Haiti.

Federal Bureau of Investigation (FBI)

Special Agent, Boston, MA

09/2004 - 09/2013

Investigated and adjudicated numerous criminal investigations resulting in over one hundred apprehensions and numerous convictions in Federal Court. Testified in numerous federal court trials; cross-examined by defense attorneys; worked closely with federal prosecutors to prepare and make evidence admissible in federal trials.

Federal Bureau of Investigation (FBI)

Special Agent, Balad, Iraq

01/2008 - 03/2008

Deployed to Iraq in support of Tier One Military Special Operations forces conducting interrogations of captured terrorist targets.

United States Army

Army Officer, Captain (O3)

01/1995 - 05/2004

Military Police Platoon Leader, Fort Hood, TX.

Military Police Company Commander, Fort Huachuca, AZ.

Deputy Operations Officer, Seoul, Korea.

Military Police Observer Controller and Trainer, Fort Meade MD.

US Army Special Forces Assessment and Selection (Selected) – 1998.

Infantry Officer Advanced Course; US Army Airborne School; Combined Arms Services and Staff School -1998; Military Police Officer Basic Course -1994.

Education

Master of Science Cybersecurity, Policy and Governance

Boston College, Boston, MA

12/2023

Graduate Summa Cum Laude GPA - 3.93.

Recipient of *The Woods College Graduate Program Award* – For academic excellence; given to the student who brings together a spirit of service and humble leadership.

Master of Science developed areas in Cybersecurity Policy: Privacy and Legal Requirements; Incident Response and Management; Organizational Effectiveness: Governance, Risk Management, and Compliance; Ethical Issues in Cybersecurity; Cybersecurity: Designing Offensive and Defensive Capabilities; Cyber Crime; Managing Cyber Risk: Mobile Devices and Social Networking; Cyber Ecosystem and Cybersecurity; International Cybersecurity and International Law; Network and Infrastructure Security.

Bachelor of Arts in International Relations

Norwich University, Military College of Vermont, Northfield, VT.
05/1994
Graduate Magna Cum Laude - 3.49 GPA.

Double minor in French and English; Distinguished Military Graduate; Regular Army Commission.

Employee Name	Title	Date of Hire	Annual Salary	Salary Paid By Contract
Alyssa Rosenzweig	Deputy Director	2/5/2024	$ 162,690.00	100%
Vince Chambers	Assistant Deputy Director	10/21/2024	$ 137,700.00	100%
Neal Richardson	Head of Information Technology	10/21/2024	$ 122,400.00	100%

32

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

January 23, 2025

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a contract amendment with Overwatch Foundation (VC#448104-B001), Concord, NH, by executing an available contract renewal option, and increasing the price limitation by $900,000 from $6,900,080 to $7,800,080, and by extending the completion date from September 30, 2028 to September 30, 2029, for the purpose of providing a Municipal Cyber Defense Program, effective upon Governor and Executive Council approval through September 30, 2029. The Governor and Executive Council approved the original contract on January 31, 2024, Item # 46 and as amended on August 30, 2024, Item #62. FY 25 Source of Funds: 80% Federal, 16% General and 4% Other (Agency Income), FY 26 Source of Funds: 100% Federal Funds.

Funds are available in the following accounts for FY 2025 and are anticipated to be available for FY 2026, upon the continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME - ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	SFY 25	SFY26	TOTAL
03-44-44-441018-4788-102-500731 Department of Envir Svcs., CWSRF Loan Management- Contracts for Program Services	$400,000	$500,000	$900,000

EXPLANATION

This contract amendment will provide services to reduce cybersecurity vulnerabilities and improve the compliance of wastewater systems in New Hampshire.

Cybersecurity is the top threat to critical infrastructure in the United States. This program continues efforts to assess all community water systems and wastewater facilities for cybersecurity vulnerabilities, develop a cybersecurity risk management program for the systems/facilities, and install mitigations to prevent a cyberattack from impacting system operations. Weak cybersecurity

practices can compromise the ability of community water systems to provide clean and safe drinking water to customers, process wastewater, erode customer confidence and result in financial and legal liabilities.

The Department of Information Technology and the Department of Environmental Services respectfully request approval of this contract.

Respectfully Submitted,

Denis, Goulet
Commissioner, Department of Information Technology

Robert R. Scott
Commissioner, Department of Environmental Services

DG/ik
DoIT #2024-014B RID: 88656
cc: Ken Weeks, Chief Information Security Officer

Docusign Envelope ID: 49F486FF-8D1B-4AB8-A6EA-C3DB7A4CF836

STATE OF NEW HAMPSHIRE

Department of Information Technology/Department of Environmental Services:

DoIT # 2024-014 State and Local Cybersecurity Grant (SLCGP), Municipal Cyber Defense Program (MCDP) and Grant Funded Critical Infrastructure Key Resources (CIKR) Cybersecurity Services:

AMENDMENT B (2)

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a competitively procured contract on January 31, 2024, Item #46, as amended on August 30, 2024, Item #62 (herein after referred to as the "Agreement"), The OVERWATCH FOUNDATION (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 Information Technology and Department of Environmental Services** (hereinafter referred to as the "Departments"), certain sums as specified therein;

WHEREAS pursuant to the Agreement Section 17 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 Departments have agreed to amend the Agreement in certain respects.

WHEREAS this Amendment is intended by the Parties as the final, complete, and exclusive understanding between the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Amendment, and no Party is relying on any promise, agreement, or understanding not set forth in this Amendment. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect.

WHEREAS the Departments wish to add both funds from the Clean Water State Revolving Fund to continue the to provide the cybersecurity services as detailed in the Agreement.

WHEREAS The Vendor agrees to provide cybersecurity services as detailed in the Agreement

WHEREAS The Departments and the Vendor wish to increase the Contract price by $900,000.00 to bring the total contract price to $7,800,080.00.

WHEREAS The Departments and the Vendor wish to extend the completion date from September 30, 2028, to September 30, 2029.

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 $900,000.00 from $6,900,080.00 to $7,800,080.00

TABLE I: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	COMPLETION DATE	CONTRACT AMOUNT
DoIT # 2024-014	Original Contract	January 31, 2024, Item #46	December 31, 2026	$3,147,604.00
DoIT # 2024-014 Amendment A	1st Amendment	August 30, 2024 Item #62	September 30, 2028	$3,752,476.00
DoIT #2024-14 Amendment B	2nd Amendment	TBD	September 30, 2029	$900,000
			CONTRACT TOTAL	**$7,800,080.00**

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

Signed by:
Alyssa C. Rosenzweig
20B7A000ABF84E5...

Date: 1/9/2025

Alyssa Rosenzweig
The OVERWATCH FOUNDATION

STATE OF NEW HAMPSHIRE

Date: 1/24/25

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

Date: 1/28/2025

Robert R. Scott, Commissioner
State of New Hampshire
Department of Environmental Services

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

Approved by the Attorney General

Date: _____

State of New Hampshire, Department of Justice

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

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

_____ Date: _____

Robert Scott, Commissioner
State of New Hampshire
Department of Environmental Services

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

Approved by the Attorney General

Jessica A King Date: 2/6/2025

State of New Hampshire, Department of Justice

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

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 THE OVERWATCH FOUNDATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 25, 2023. 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: **921936**

Certificate Number: **0007002659**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 15th day of January A.D. 2025.

David M. Scanlan

Secretary of State

THE OVERWATCH FOUNDATION
CONSTANS VIGILANTIA

Certificate of Authority #3 (The Overwatch Foundation, A Non-Profit Corporation)

Corporate Resolution

I, Vincent Chambers, hereby certify that I am duly elected Secretary of *The Overwatch Foundation*. I hereby certify the following is a true copy of a vote taken at a meeting of the

Board of Directors duly called on January 13, 2025 and whose vote was completed on January 15, 2025, at which time a quorum of the Directors were present and voting.

VOTED: That Alyssa Rosenzweig, Deputy Director, is duly authorized to enter into contracts or agreements on behalf of the Overwatch Foundation with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of contract which this certificate is attached. **This authority remains valid for one-year (365) days** from the date of this Corporate Resolution. 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 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.

ATTEST: _____

DATED: 15 January 2025

Vincent M. Chambers

Secretary, The Overwatch Foundation

46 Donovan Street, Concord, NH 03301

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2025

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
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Next Insurance US Company	16285
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Overwatch Foundation
46 Donovan St
Concord, NH 03301

COVERAGES **CERTIFICATE NUMBER:** 935228865 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTHPJQTDJ-01-GL	01/02/2025	01/02/2026	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	X		NXTHPJQTDJ-01-GL	01/02/2025	01/02/2026	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

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

The Certificate Holder is State of NH, Department of Information Technology. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
State of NH, Department of Information Technology
ATTN: Chief Information Officer - DoIT #2024-14
Amendment 8
27 Hazen Dr
Concord, NH 03301

LIVE CERTIFICATE
Click or scan to view

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2025

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 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
AP INTEGO INSURANCE GROUP, LLC
375 Woodcliff Dr.
Suite 103
Fairport NY 14450

CONTACT NAME: AP Intego Insurance Group, LLC
PHONE (A/C, No, Ext): 888-289-2939 FAX (A/C, No):
E-MAIL ADDRESS: certs@apintego.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Pie Insurance Company	21857
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Overwatch Foundation
46 Donovan St Ste 2
Concord NH 03301

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC PI 1924290-000	01/02/2025	01/02/2026	X WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Clear All

THE OVERWATCH FOUNDATION
CONSTANS VIGILANTIA

February 20, 2025

Via Email Only (Irene.L.Koffink@doit.nh.gov)
Irene Koffink
Contracts and Procurement
NH Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Re: Amendment B(2) to DoIT # 2024-014

Dear Ms. Koffink:

This letter follows up on recent communications between you and Deputy Director Alyssa Rosenzweig regarding a request for the Overwatch Foundation's most recent audited financial statements in advance of Amendment B(2) to DoIT # 2024-014 being presented to the Governor and Executive Council for Executive Council for consideration and, hopefully, approval.

As noted as part of those communications, the Overwatch Foundation had no financial activity in 2023. And, as requested, a copy of the report that the Overwatch Foundation filed with the Charitable Trust Unit of the New Hampshire Department of Justice ("CTU") is enclosed. Likewise, I am attaching the Overwatch Foundation's 2023 IRS Form 990.

The Overwatch Foundation acknowledges that it is required to undertake audit and provide the results of same to the Federal Audit Clearinghouse. The deadline for providing those audit results is September 30, 2025. It is the Overwatch Foundation's intention to submit those same audit results that can also be used to fulfil, in part, the requirements of its upcoming reporting deadline with the CTU. The deadline for that filing is May 15, 2025.

Upon your request, we would be willing to provide the audit report and the associated filings. In the meantime, please do not hesitate to contact me or Deputy Director Rosenzweig

Very Truly Yours,

Vincent Chambers
Secretary, Overwatch Foundation

Enclosures

Mail completed form to:
NH Attorney General's Office
Attn: Charitable Trusts Unit
One Granite Place South
Concord, NH 03301

FORM NHCT-12

ANNUAL REPORT

**Instructions for the form are at the following web link:*

https://www.doj.nh.gov/charitable-trusts/documents/nhct12-instructions.pdf

This form must be accompanied by a payment in the amount of $75.00, unless previously paid with Form NHCT-14 for the reporting period. Checks must be made payable to "State of New Hampshire".

Report is for fiscal year-end date (MM/DD/YYYY): 12/31/2023

Is this a consolidated report for multiple years because the entity was granted a suspension of its annual requirement?

☐ Yes *(if yes, state the beginning date of the consolidated report)* _____

■ No

CHARITABLE TRUST INFORMATION

Entity Name ☐ Check here if new name	NH Charitable Trusts Unit Registration No.		
Overwatch Foundation	34572		
Mailing Address ☐ Check here if new address	City	State	Zip
46 Donovan Street, Suite 2	Concord	NH	03301
Entity Website Address			
https://www.overwatch.org/			

CONTACT INFORMATION

Contact Name			
Allyson L. Moore, Esq.			
Contact Address	City	State	Zip
9 Capitol Street	Concord	NH	03301
Contact Telephone Number			
(603) 223-2817			
Contact Email Address			
amoore@sulloway.com			

CHARITABLE TRUST QUESTIONNAIRE

1. Did the entity submit a request to extend the deadline to file the annual report with payment of the $75.00 filing fee required by RSA 7:28-a, II?
   - ☐ Yes
   - ■ No

2. Did the entity file with the IRS a Form 990, Form 990-EZ, or Form 990-PF for the reporting period?
   - ■ Yes
   - ☐ No (If no, complete Form NHCT-12, Schedule A.)

   If yes, submit the form in lieu of Schedule A. If the entity also files an annual account with the New Hampshire Circuit Court, Probate Division, submit that as well. NOTE: we do not accept the Internal Revenue Service Form 990-N. Entities that file Form 990-N will need to complete the following Financial Report questions, Part I – Part III.

   __NH Entities Only__: If the entity has revenue of more than $500,000, but less than $2 million, it must submit a GAAP financial statement, pursuant to RSA 7:28, III-a. This financial statement may be prepared by the entity in-house or may be prepared by an accountant and reviewed and approved by the entity. If the entity has revenue of more than $2 million, it must file an audited financial statement examined by a certified public accountant, pursuant to RSA 7:28, III-b. NOTE: this requirement does not apply to entities that file Form 990-PF with the IRS.

3. Is the entity a New Hampshire nonprofit corporation (RSA 292) or otherwise headquartered in New Hampshire?
   - ■ Yes (if yes, and the entity is not a private foundation, complete Form NHCT-12, Schedule C.)
   - ☐ No

4. Does the entity issue/offer Charitable Gift Annuities to New Hampshire citizens?
   - ☐ Yes (if yes, complete Form NHCT-12, Schedule D)
   - ■ No

5. Is this the entity's final report *(i.e., is your entity dissolving, withdrawing from registration)*?
   - ☐ Yes (if yes, complete Form NHCT-12, Schedule E)
   - ■ No

6. All charitable trusts are required to submit a governing board list (complete Form NHCT-12, Schedule B)

FORM NHCT-12 : SCHEDULE B

GOVERNING BOARD LIST[1]

Entity Name: Overwatch Foundation Year-end: 2023

For entities based in New Hampshire, provide all the information set forth in the chart below.

For entities not based in New Hampshire, complete the names and titles of the members of the governing board on this Schedule B, or submit a board list containing the names and titles of the governing board.

Name	Title	Home Address	Daytime Telephone Number	Email Address	Av. Hours per week devoted to position	Compensation and benefits paid (enter 0 if none)
Jason J. Sgro	Chair	280 Lowell Street, Manchester, NH 03014	(603) 785-5785	jsgro@overwatch.org	5.0	0
Kevin M. O'Shea, Esq.	Vice Chair	11 Garrison Lane, Madbury, NH 03823	(603) 742-8866	koshea@overwatch.org	2.15	0
Vincent M. Chambers	Secretary	66 South Ridge Dr. Manchester, NH 03109	(603) 785-2105	vchambers@overwatch.org	0.5	0
Matthew Chepeleff	Treasurer	32 Ridgeview Road, Portland, CT 06480	(806) 995-6962	mchepeleff@overwatch.org	0.25	0
Alyssa Rosenzweig	Director & Acting Deputy Director	989 Ocean Blvd., Unit 14, Hampton, NH 03842	(603) 573-8760	arosenzweig@overwatch.org	2.3	0

[1]The entity is permitted to submit its own spreadsheet in lieu of Form NHCT-12: Schedule B, as long as the spreadsheet contains the information requested herein.

CERTIFICATION

The certification must be signed by the president or treasurer of the governing board or a trustee of an express trust

I hereby certify that the information in this report is true and correct to the best of my knowledge and belief subject to penalty of making unsworn, false statements under RSA 641:3 and RSA 641:8.

Signature

May 14, 2024
Date

Jason J. Sgro
Print Name of Signatory

Board Chair
Title

Form **990-PF**

Department of the Treasury
Internal Revenue Service

Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990PF for instructions and the latest information

OMB No. 1545-0047

2023

Open to Public Inspection

For the calendar year 2023, or tax year beginning January 01, 2023, and ending December 31, 2023

Name of foundation: OVERWATCH FOUNDATION

A Employer identification number: 92-3064397

Number and street (or P.O. box number if mail is not delivered to street address): 46 DONOVAN STREET SUITE 2

Room/suite:

B Telephone number (see instructions): (603) 263-5032

City or town, state or province, country, and ZIP or foreign postal code: CONCORD, NH 03301-0000

C If exemption application is pending, check here ☐

G Check all that apply: ☑ Initial return ☐ Initial return of a former public charity ☐ Final return ☐ Amended return ☐ Address change ☐ Name change

D 1. Foreign organizations, check here ☐

2. Foreign organizations meeting the 85% test, check here and attach computation ☐

H Check type of organization: ☑ Section 501(c)(3) exempt private foundation ☐ Section 4947(a)(1) nonexempt charitable trust ☐ Other taxable private foundation

E. If private foundation status was terminated under section 507(b)(1)(A), check here ☐

I Fair market value of all assets at end of year (from Part II, col. (c), line 16) $ 536

J Accounting method: ☑ Cash ☐ Accrual ☐ Other (specify) (Part I, column (d), must be on cash basis.)

F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here ☐

Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see instructions).)

		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Revenue	1 Contributions, gifts, grants, etc., received (attach schedule)	0			
	2 Check ☑ if the foundation is not required to attach Sch. B				
	3 Interest on savings and temporary cash investments	0	0	0	
	4 Dividends and interest from securities	0	0	0	
	5a Gross rents	0	0	0	
	b Net rental income or (loss) 0				
	6a Net gain or (loss) from sale of assets not on line 10	0			
	b Gross sales price for all assets on line 6a 0				
	7 Capital gain net income (from Part IV, line 2)		0		
	8 Net short-term capital gain			0	
	9 Income modifications			0	
	10a Gross sales less returns and allowances				
	b Less: Cost of goods sold				
	c Gross profit or (loss) (attach schedule)				
	11 Other income (attach schedule)				
	12 Total. Add lines 1 through 11	0	0		
Operating and Administrative Expenses	13 Compensation of officers, directors, trustees, etc.	0	0	0	0
	14 Other employee salaries and wages	0	0	0	0
	15 Pension plans, employee benefits	0	0	0	0
	16a Legal fees (attach schedule)				
	b Accounting fees (attach schedule)				
	c Other professional fees (attach schedule)				
	17 Interest	0	0	0	0
	18 Taxes (attach schedule) (see instructions)				
	19 Depreciation (attach schedule) and depletion				
	20 Occupancy	0	0	0	0
	21 Travel, conferences, and meetings	0	0	0	0
	22 Printing and publications	0	0	0	0
	23 Other expenses (attach schedule)				
	24 Total operating and administrative expenses. Add lines 13 through 23	0	0		0
	25 Contributions, gifts, grants paid	0			0
	26 Total expenses and disbursements. Add lines 24 and 25	0	0		
	27 Subtract line 26 from line 12:				
	a Excess of revenue over expenses and disbursements	0			
	b Net investment income (if negative, enter -0-)		0		
	c Adjusted net income (if negative, enter -0-)			0	

Part II **Balance Sheets** Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)

		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash—non-interest-bearing	536	536	536
	2 Savings and temporary cash investments	0	0	0
	3 Accounts receivable 0			
	Less: allowance for doubtful accounts 0	0	0	0
	4 Pledges receivable 0			
	Less: allowance for doubtful accounts 0	0	0	0
	5 Grants receivable	0	0	0
	6 Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see instructions)			
	7 Other notes and loans receivable (attach schedule)			
	Less: allowance for doubtful accounts			
	8 Inventories for sale or use	0	0	0
	9 Prepaid expenses and deferred charges	0	0	0
	10a Investments—U.S. and state government obligations (attach schedule)			
	b Investments—corporate stock (attach schedule)			
	c Investments—corporate bonds (attach schedule)			
	11 Investments—land, buildings, and equipment: basis 0			
	Less: accumulated depreciation (attach schedule) 0			
	12 Investments—mortgage loans	0	0	0
	13 Investments—other (attach schedule)			
	14 Land, buildings, and equipment: basis 0			
	accumulated depreciation (attach schedule) 0			
	15 Other assets (describe)			
	16 Total assets (to be completed by all filers—see the instructions. Also, see page 1, item I)	536	536	536
Liabilities	17 Accounts payable and accrued expenses	0	0	
	18 Grants payable	0	0	
	19 Deferred revenue	0	0	
	20 Loans from officers, directors, trustees, and other disqualified persons	0	0	
	21 Mortgages and other notes payable (attach schedule)			
	22 Other liabilities (describe)			
	23 Total liabilities (add lines 17 through 22)	0	0	
Net Assets or Fund Balances	Foundations that follow FASB ASC 958, check here ☐ and complete lines 24, 25, 29, and 30.			
	24 Net assets without donor restrictions			
	25 Net assets with donor restrictions			
	Foundations that do not follow FASB ASC 958, check here ☑ and complete lines 26 through 30.			
	26 Capital stock, trust principal, or current funds	536	536	
	27 Paid-in or capital surplus, or land, bldg., and equipment fund	0	0	
	28 Retained earnings, accumulated income, endowment, or other funds	0	0	
	29 Total net assets or fund balances (see instructions)	536	536	
	30 Total liabilities and net assets/fund balances (see instructions)	536	536	

Part III **Analysis of Changes in Net Assets or Fund Balances**

1	Total net assets or fund balances at beginning of year—Part II, column (a), line 29 (must agree with end-of-year figure reported on prior year's return)	1	536
2	Enter amount from Part I, line 27a	2	
3	Other increases not included in line 2 (itemize)	3	
4	Add lines 1, 2, and 3	4	536
5	Decreases not included in line 2 (itemize)	5	
6	Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 29	6	536

Part IV Capital Gains and Losses for Tax on Investment Income

	(a) List and describe the kind(s) of property sold (for example, real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)	(b) How acquired P—Purchase D—Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a				
b				
c				
d				
e				

	(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) ((e) plus (f) minus (g))
a				
b				
c				
d				
e				

	Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69.			(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
	(i) FMV as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	
a				
b				
c				
d				
e				

2	Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 / If (loss), enter -0- in Part I, line 7 }	2	
3	Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). See instructions. If (loss), enter -0- in Part I, line 8	3	0

Part V Excise Tax Based on Investment Income (Section 4940(a), 4940(b), or 4948—see instructions)

1a	Exempt operating foundations described in section 4940(d)(2), check here ☐ and enter "N/A" on line 1. Date of ruling or determination letter: .....(attach copy of letter if necessary—see instructions)	1	0
b	All other domestic foundations enter 1.39% (0.0139) of line 27b. Exempt foreign organizations, enter 4% (0.04) of Part I, line 12, col. (b)		
2	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)	2	
3	Add lines 1 and 2	3	0
4	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only; others, enter -0-)	4	0
5	Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-	5	0
6	Credits/Payments:		
a	2023 estimated tax payments and 2022 overpayment credited to 2023 — 6a: 0		
b	Exempt foreign organizations—tax withheld at source — 6b:		
c	Tax paid with application for extension of time to file (Form 8868) — 6c: 0		
d	Backup withholding erroneously withheld — 6d: 0		
7	Total credits and payments. Add lines 6a through 6d	7	
8	Enter any penalty for underpayment of estimated tax. Check here ☐ if Form 2220 is attached	8	0
9	Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed	9	0
10	Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10	0
11	Enter the amount of line 10 to be: Credited to 2024 estimated tax Refunded	11	0

Part VI-A Statements Regarding Activities

			Yes	No
1a	During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?	1a	☐	☑
b	Did it spend more than $100 during the year (either directly or indirectly) for political purposes? See the instructions for the definition	1b	☐	☑
	If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.			
c	Did the foundation file Form 1120-POL for this year?	1c	☐	☑
d	Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. $ 0 (2) On foundation managers: $ 0			
e	Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. $ 0			
2	Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities.	2	☐	☑
3	Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes	3	☐	☑
4a	Did the foundation have unrelated business gross income of $1,000 or more during the year?	4a	☐	☑
b	If "Yes," has it filed a tax return on Form 990-T for this year?	4b	☐	☐
5	Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by *General Instruction T*.	5	☐	☑
6	Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	6	☑	☐
7	Did the foundation have at least $5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XIV	7	☐	☑
8a	Enter the states to which the foundation reports or with which it is registered. See instructions. NH			
b	If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by *General Instruction G*? If "No," attach explanation	8b	☐	☐
9	Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2023 or the tax year beginning in 2023? See the instructions for Part XIII. If "Yes," complete Part XIII	9	☑	☐
10	Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses	10	☐	☑
11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule. See instructions	11	☐	☑
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement. See instructions	12	☐	☑
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application?	13	☑	☐

Website address www.overwatch.org

14 The books are in care of Liguori Account Services Telephone no. (603) 263-5032

Located at 137 Water St. F ,Exeter ,NH ZIP+4 03833

15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041—check here ☐

and enter the amount of tax-exempt interest received or accrued during the year 15

			Yes	No
16	At any time during calendar year 2023, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114. If "Yes," enter the name of the foreign country	16	☐	☑

Part VI-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.		Yes	No
1a During the year, did the foundation (either directly or indirectly):			
(1) Engage in the sale or exchange, or leasing of property with a disqualified person?	1a(1)	☐	☑
(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person?	1a(2)	☐	☑
(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person?	1a(3)	☐	☑
(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person?	1a(4)	☐	☑
(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)?	1a(5)	☐	☑
(6) Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.)	1a(6)	☐	☑
b If any answer is "Yes" to 1a(1)–(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance? See instructions	1b	☐	☐
c Organizations relying on a current notice regarding disaster assistance, check here ☐			
d Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2023?	1d	☐	☑
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):			
a At the end of tax year 2023, did the foundation have any undistributed income (Part XII, lines 6d and 6e) for tax year(s) beginning before 2023?	2a	☐	☑
If "Yes," list the years 20___, 20___, 20___, 20___			
b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement—see instructions.)	2b	☑	☐
c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. 20___, 20___, 20___, 20___			
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year?	3a	☐	☑
b If "Yes," did it have excess business holdings in 2023 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Form 4720, Schedule C, to determine if the foundation had excess business holdings in 2023.)	3b	☐	☐
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	☐	☑
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2023?	4b	☐	☑

Part VI-B Statements Regarding Activities for Which Form 4720 May Be Required *(continued)*

			Yes	No
5a	During the year, did the foundation pay or incur any amount to:			
	(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?	5a(1)	☐	☑
	(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive?	5a(2)	☐	☑
	(3) Provide a grant to an individual for travel, study, or other similar purposes?	5a(3)	☐	☑
	(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? See instructions	5a(4)	☐	☑
	(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes; or for the prevention of cruelty to children or animals?	5a(5)	☐	☑
b	If any answer is "Yes" to 5a(1)–(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance? See instructions	5b	☐	☐
c	Organizations relying on a current notice regarding disaster assistance, check here ☐			
d	If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?	5d	☐	☐
	If "Yes," attach the statement required by Regulations section 53.4945-5(d).			
6a	Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	6a	☐	☑
b	Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract? If "Yes" to 6b, file Form 8870.	6b	☐	☑
7a	At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?	7a	☐	☑
b	If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction?	7b	☐	☐
8	Is the foundation subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year?	8	☐	☑

Part VII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, and foundation managers and their compensation. See instructions.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account other allowances
Jason J Sgro 280 Lowell Street ,Manchester ,NH 03014	Chair 5	0	0	0
Kevin M O'Shea Esq 11 Garrison Lane ,Madbury ,NH 03823	Vice Chair 2.15	0	0	0
Vincent M Chambers 66 South Ridge Dr. ,Manchester ,NH 03109	Secretary 0.5	0	0	0
Matthew Chepeleff 32 Ridgeview Road ,Portland ,CT 06480	Treasurer 0.25	0	0	0

2 Compensation of five highest-paid employees (other than those included on line 1—see instructions). If none, enter "NONE."

(a) Name and address of each employee paid more than $50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over $50,000

Part VII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors *(continued)*

3 Five highest-paid independent contractors for professional services. See instructions. If none, enter "NONE."

(a) Name and address of each person paid more than $50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over $50,000 for professional services		

Part VIII-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.	Expenses
1 The organization was in business startup mode and did not complete any charitable activities in this year aside from preparing the grant proposal referenced in Part VIII-B below.	0
2	
3	
4	

Part VIII-B Summary of Program-Related Investments (see instructions)

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1 The organization prepared a grant proposal for the New Hampshire Department of Information Technology.	0
2	
All other program-related investments. See instructions.	
3	
Total. Add lines 1 through 3	0

Part IX Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:			
a	Average monthly fair market value of securities		1a	0
b	Average of monthly cash balances		1b	0
c	Fair market value of all other assets (see instructions)		1c	0
d	Total (add lines 1a, b, and c)		1d	0
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e 0		
2	Acquisition indebtedness applicable to line 1 assets		2	0
3	Subtract line 2 from line 1d		3	0
4	Cash deemed held for charitable activities. Enter 1.5% (0.015) of line 3 (for greater amount, see instructions)		4	0
5	Net value of noncharitable-use assets. Subtract line 4 from line 3		5	0
6	Minimum investment return. Enter 5% (0.05) of line 5		6	0

Part X Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations, check here ☑ and do not complete this part.)

1	Minimum investment return from Part IX, line 6		1	
2a	Tax on investment income for 2023 from Part V, line 5	2a		
b	Income tax for 2023. (This does not include the tax from Part V.)	2b		
c	Add lines 2a and 2b		2c	
3	Distributable amount before adjustments. Subtract line 2c from line 1		3	
4	Recoveries of amounts treated as qualifying distributions		4	
5	Add lines 3 and 4		5	
6	Deduction from distributable amount (see instructions)		6	
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XII, line 1		7	

Part XI Qualifying Distributions *(see instructions)*

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc. – total from Part I, column (d), line 26	1a	
b	Program-related investments – total from Part VIII-B	1b	0
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	0
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	0
b	Cash distribution test (attach the required schedule)	3b	0
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part XII, line 4	4	0

Part XII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2022	(c) 2022	(d) 2023
1 Distributable amount for 2023 from Part X, line 7				
2 Undistributed income, if any, as of the end of 2023:				
a Enter amount for 2022 only				
b Total for prior years: 20 ___ 20 ___ 20 ___				
3 Excess distributions carryover, if any, to 2023:				
a From 2018				
b From 2019				
c From 2020				
d From 2021				
e From 2022				
f Total of lines 3a through e				
4 Qualifying distributions for 2023 from Part XI, line 4: $				
a Applied to 2022, but not more than line 2a				
b Applied to undistributed income of prior years (Election required – see instructions)				
c Treated as distributions out of corpus (Election required – see instructions)				
d Applied to 2023 distributable amount				
e Remaining amount distributed out of corpus				
5 Excess distributions carryover applied to 2023 (If an amount appears in column (d), the same amount must be shown in column (a).)				
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5				
b Prior years' undistributed income. Subtract line 4b from line 2b				
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d Subtract line 6c from line 6b. Taxable amount – see instructions				
e Undistributed income for 2022. Subtract line 4a from line 2a. Taxable amount – see instructions				
f Undistributed income for 2023. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2024				
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required – see instructions)				
8 Excess distributions carryover from 2018 not applied on line 5 or line 7 (see instructions)				
9 Excess distributions carryover to 2024. Subtract lines 7 and 8 from line 6a				
10 Analysis of line 9:				
a Excess from 2019				
b Excess from 2020				
c Excess from 2021				
d Excess from 2022				
e Excess from 2023				

Part XIII Private Operating Foundations (see instructions and Part VI-A, question 9)

1a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2023, enter the date of the ruling 11/08/2023

b Check box to indicate whether the foundation is a private operating foundation described in section ☑ 4942(j)(3) or ☐ 4942(j)(5)

	Tax year	Prior 3 years			(e) Total
	(a) 2023	(b) 2022	(c) 2021	(d) 2020	
2a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part IX for each year listed	0	0	0	0	0
b 85% (0.85) of line 2a	0	0	0	0	0
c Qualifying distributions from Part XI, line 4, for each year listed	0	0	0	0	0
d Amounts included in line 2c not used directly for active conduct of exempt activities	0	0	0	0	0
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c	0	0	0	0	0
3 Complete 3a, b, or c for the alternative test relied upon:					
a "Assets" alternative test—enter:					
(1) Value of all assets	0	0	0	0	0
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)	0	0	0	0	0
b "Endowment" alternative test—enter 2/3 of minimum investment return shown in Part IX, line 6, for each year listed	0	0	0	0	0
c "Support" alternative test—enter:					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)	0	0	0	0	0
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)	0	0	0	0	0
(3) Largest amount of support from an exempt organization	0	0	0	0	0
(4) Gross investment income	0	0	0	0	0

Part XIV Supplementary Information (Complete this part only if the foundation had $5,000 or more in assets at any time during the year—see instructions.)

1 **Information Regarding Foundation Managers:**

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than $5,000). (See section 507(d)(2).)

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

2 **Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc., Programs:**

Check here ☐ if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc., to individuals or organizations under other conditions, complete items 2a, b, c, and d. See instructions.

a The name, address, and telephone number or email address of the person to whom applications should be addressed:

b The form in which applications should be submitted and information and materials they should include:

c Any submission deadlines:

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XIV Supplementary Information *(continued)*

3 Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
Total			**3a**	
b *Approved for future payment*				
Total			**3b**	

Part XV-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated.	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income (See instructions.)
	(a) Business code	(b) Amount	(c) Exclusion code	(d) Amount	
1 Program service revenue:					
a No program services completed		0			
b					
c					
d					
e					
f					
g Fees and contracts from government agencies					
2 Membership dues and assessments		0			
3 Interest on savings and temporary cash investments		0			
4 Dividends and interest from securities		0			
5 Net rental income or (loss) from real estate:					
a Debt-financed property		0			
b Not debt-financed property		0			
6 Net rental income or (loss) from personal property		0			
7 Other investment income		0			
8 Gain or (loss) from sales of assets other than inventory		0			
9 Net income or (loss) from special events		0			
10 Gross profit or (loss) from sales of inventory		0			
11 Other revenue: a					
b					
c					
d					
e					
12 Subtotal. Add columns (b), (d), and (e)		0		0	0
13 Total. Add line 12, columns (b), (d), and (e)				13	0

(See worksheet in line 13 instructions to verify calculations.)

Part XV-B Relationship of Activities to the Accomplishment of Exempt Purposes

Line No.	Explain below how each activity for which income is reported in column (e) of Part XV-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes). (See instructions.)

Part XVI **Information Regarding Transfers to and Transactions and Relationships With Noncharitable Exempt Organizations.**

		Yes	No
1 Did the organization directly or indirectly engage in any of the following with any other organization described in section 501(c) (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?			
a Transfers from the reporting foundation to a noncharitable exempt organization of:			
(1) Cash	1a(1)	☐	☑
(2) Other assets	1a(2)	☐	☑
b Other transactions:			
(1) Sales of assets to a noncharitable exempt organization	1b(1)	☐	☑
(2) Purchases of assets from a noncharitable exempt organization	1b(2)	☐	☑
(3) Rental of facilities, equipment, or other assets	1b(3)	☐	☑
(4) Reimbursement arrangements	1b(4)	☐	☑
(5) Loans or loan guarantees	1b(5)	☐	☑
(6) Performance of services or membership or fundraising solicitations	1b(6)	☐	☑
c Sharing of facilities, equipment, mailing lists, other assets, or paid employees	1c	☐	☑

d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting foundation. If the foundation received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.

(a) Line no.	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements

2a Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) (other than section 501(c)(3)) or in section 527? ☐ Yes ☑ No

b If "Yes," complete the following schedule.

(a) Name of organization	(b) Type of organization	(c) Description of relationship

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Jason Egro | 05/15/2024 | Board Chair

Signature of officer or trustee | Date | Title

May the IRS discuss this return with the preparer shown below? See instructions. ☐ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name		Firm's EIN		
Firm's address		Phone no		

Form 990PF Statements 2023

Name of the Organization	Employer identification number
OVERMATCH FOUNDATION	92-3064397

Statement name: Part VII Line 1 List of officers

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation	(d) Health benefits	(e) Estimated amount of other compensation
Alyssa Rosenzweig Director; Acting Deputy Director 989 Ocean Blvd.,Unit 14;Hampton,NH 03842	2.3	$0	$0	$0

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE OVERWATCH FOUNDATION
46 DONOVAN STREET SUITE 2
CONCORD, NH 03301-2619

Date:
11/08/2023
Employer ID number:
92-3064397
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Form 990-PF required:
Yes
Effective date of exemption:
January 25, 2023
Addendum applies:
No
DLN:
26053706005553

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

We further determined you qualify as a private operating foundation under IRC Section 4942(j)(3). We'll treat you as a private operating foundation as long as you continue to meet the requirements of Section 4942(j)(3).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

THE OVERWATCH FOUNDATION
CONSTANS VIGILANTIA

The Overwatch Foundation Board of Directors

The Overwatch Foundation Board of Directors, known as the "Nine Rooks," is a group of nine business leaders, career public servants, and subject matter experts that comprise the oversight board of the Foundation. In chess, the rook is widely considered one of the most versatile pieces, with equally matched offensive and defensive capabilities. A Director, once elected, may serve a term of years as Director and may be selected as an Officer of the board for a time. But all board members, past and present, are bestowed the title of "Rook" and may use the "9R" shield for the rest of their professional career as a symbol of the impact they made in the service of our state.

Jason J. Sgro
Director, Chairman, & Rook.

Leading New Hampshire's largest dedicated municipal incident response efforts, Jason serves as Sr. Partner, Business Strategy, and Head of Cybersecurity & Human Privacy at The ATOM Group, headquartered in Portsmouth, NH. He is the current President of the FBI's InfraGard Program in New Hampshire, and serves as the Director of ATOM's New Hampshire Office for Cooperation in Cybersecurity which provides training and emergency response services in partnership with the NH Public Risk Management Exchange (Primex3).

Kevin M. O'Shea, Esq.
Director, Vice Chair, & Rook.

Attorney O'Shea is a lawyer and equity member at Sulloway & Hollis, PLLC. He concentrates his practice on commercial litigation, including contract disputes, and defense of manufacturers' warranties. A significant portion of his practice focuses on the Internet and technology law, including privacy and domain registration disputes. In 2022, Kevin earned the Certified Information Privacy Professional/United States (CIPP/US) designation from the International Association of Privacy Professionals. Kevin serves as the firm's chair of both Sulloway's Technology Committee and Ethics Committee.

Vincent M. Chambers
Director, Secretary, & Rook.
National Security Subcommittee (Chair)

Vince's career has focused on service to the Country. Vince started his professional career as an active-duty Army Officer, serving nine years in both CONUS and OCONUS assignments. Vince attained the rank of Captain and served as a Platoon Leader, Company Commander, and in various Army staff positions.

After his military service, Vince was appointed to be a Special Agent with the Federal Bureau of Investigation. Vince served for over 20 years as an FBI Special Agent leading complex

investigations into violations of the Foreign Corrupt Practices Act, international narcotics trafficking, counterterrorism, domestic terrorism, inner-city gang violence, white-collar crime, and computer intrusion crimes.

Alyssa C. Rosenzweig, MSc.
Director & Rook.

Alyssa's career is dedicated to how technology can transform lives and serve people—from the most basic technological advancements to artificial organs to cybersecurity. She is a Partner at the New Hampshire technology consulting firm, ATOM, and an active member of the FBI's public-private partnership organization, InfraGard, where she is both a Board member and Healthcare Sector Chief for the New Hampshire chapter.

Terence R. Pfaff
Director & Rook.

Terry has built a career as a New Hampshire public servant, balancing both a career as firefighter for the City of Manchester (30 years) and a legislative role, first serving four terms in the New Hampshire House of Representatives for Hooksett and then eventually becoming the Chief of Staff for the House. When he retired from firefighting, he transitioned full-time into NH State leadership where he is now the Chief Operating Officer for the General Court. In addition to his legislative activities, he has been a long-standing member of the Board of Trustees for the Visiting Nurse Association of Southern NH, where he was elected Board Chair in 2021.

Matthew Chepeleff
Director, Treasurer, & Rook.
National Security Subcommittee

Matt spent the first 20 years of his career in the space where technology and business overlap. Matt currently serves as partner and leads ATOM's software development practice, focusing on mobile, web, and enterprise software for SMBs. In 2019, Matt joined the board as a founding director of the AFMS Foundation, a not-for-profit in Connecticut focusing on Advocating for Families with Multiple Sclerosis.

Top Skills

Product Management
Medical Devices
Product Development

Languages

Spanish

Certifications

PMP
ITIL Foundation (2011)

Alyssa C. Rosenzweig

Public health and safety servant
Concord, New Hampshire, United States

Summary

I am highly technical, focused, analytical and a practicing leader. I am attracted to complex systems with many unknowns and myriad moving pieces. I speak many different languages—everything from engineering and IT to design/UX and marketing to legal and business/client services. My expertise is in bringing all those disciplines together. Through them I harness the potential that builds teams, deliverables, and systems that tackle complicated challenges. I get energized when the odds are stacked against us and obstacles seem insurmountable. I am always eager to join a talented team whose culture and values match my enthusiasm and high standards for excellence and technical innovation.

Experience

InfraGard
2 years 6 months

Board Member
December 2024 - Present (3 months)
Concord, New Hampshire, United States

Sector Chief, Healthcare & Public Health
September 2022 - Present (2 years 6 months)
New Hampshire, United States

Lead the NH Infragard towards serving and improving community health and wellness.

2024 Healthcare Sector Chief of the Year - Northeast Region

The Overwatch Foundation
1 year 7 months

Deputy Director, Board Member & Rook
November 2023 - Present (1 year 4 months)

Director, Treasurer, & Rook

August 2023 - November 2023 (4 months)

THE ATOM GROUP

10 years 8 months

Partner, Experience + COO

October 2022 - Present (2 years 5 months)

We cultivate and distill visionary ideas into vital experiences.

Associate Partner, Engagement

November 2020 - October 2022 (2 years)

Client Success + User Experience + Operations

Head of Client Success

February 2017 - November 2020 (3 years 10 months)
Portsmouth, NH

Lead navigator on your journey with ATOM.

Project Manager

July 2014 - February 2017 (2 years 8 months)
Portsmouth, NH

Key clients and projects include:

• Design and development of the Pierce Manufacturing Command Zone III vehicle maintenance and monitoring mobile and tablet web application

• Agile-based management of Rue La La A/B testing with Optimizely and Evergage to optimize ecommerce website performance

• Maintenance and implementation of Shopify storefronts such as LuxeDH

• Internationalization of the Sun Edison echo solar home electricity monitoring iOS application

• Maintenance and implementation of Kentico (ASP.NET) and WordPress websites

GRIT + GRACE

Founder, Lead Practioner

April 2021 - Present (3 years 11 months)

Coaching and consulting practice specializing in empowering women with chronic health conditions.

Sig Sauer

Applications Support

July 2013 - July 2014 (1 year 1 month)
Newington, NH

• Designed, implemented and maintained BMC FootPrints service desk to improve IT department's effectivity (currently expanding to other business units).

• Managed Kronos Workforce Ready IT implementation for 1000 employees; first fully-integrated system with AD, HRB, and security apps.

• Managed business process requirement gathering of ecommerce solution to market, schedule/manage, and invoice Sig Sauer Academy courses.

AgaMatrix

Technical Project Manager

November 2010 - March 2013 (2 years 5 months)

• Designed and implemented software systems to support project effort tracking and executive management updates.

• Defined organizational procedures to support third-party developers' use of company's first iPhone SDK product.

• Built and managed company's first mobile software app testing team and integrated into standard operating procedures.

• Developed and managed WordPress content sharing system to convey industry news and customer experience insight.

• Strategically managed and advanced company's intellectual property portfolio.

• Researched and advised product management team on innovative features and business opportunities.

University of Toronto, Department of Computer Science

HCI Graduate Researcher and Teaching Assistant

September 2009 - October 2010 (1 year 2 months)

University of Pennsylvania Schoenberg Center for Electronic Text and Images

Web Designer

January 2007 - May 2009 (2 years 5 months)

Designed and implemented HTML and CSS web interfaces to showcase digitized University rare book and manuscript collections.

UC Santa Cruz

National Science Foundation Undergraduate Research Fellow in Information Technology

May 2008 - August 2008 (4 months)

• Created Google Maps application for visually impaired using sound to convey street information.

Illinois Institute of Technology
National Science Foundation's Research Experience for Undergraduates Fellow
May 2007 - August 2007 (4 months)

• Redesigned educational web application to improve usability and presentation of USDA food and activity research.

- Project accepted for 2007 National Biomedical Engineering Society Undergraduate Session
- Poster presentation at the 2008 Diabetes Technology Meeting in Bethesda, Maryland
- Abstract publication in the Journal of Diabetes Science and Technology (March 2009)

The Daily Pennsylvanian
DailyPennsylvanian.com Editor-in-Chief
January 2006 - January 2007 (1 year 1 month)

Launched and designed a new site with staff collaboration; recruited and managed paper's first Web department.

Entertainment Publications
Merchant Marketing Intern
May 2006 - December 2006 (8 months)

Developed efficient system in Access and Excel to automate monthly analysis of thousands of merchant offers by converting them into a visual, comparable format to guide company strategies.

Education

University of Pennsylvania
BAS, BA, Computer and Cognitive Science, Psychology · (2005 - 2009)

University of Toronto
MSc, Computer Science, Human-Computer Interaction; Ubiquitous Computing · (2009 - 2010)

St. Louis University - Madrid
Spanish culture, history, literature, music and language · (2008 - 2008)

Seaholm High School

(2001 - 2005)

Neal Richardson

SUMMARY OF QUALIFICATIONS:

- Seasoned CISO with gold standard CISM, CISSP, CDPSE, GCCC, GCIH, GCIA, GMOB, and GSEC certifications validating expertise in strategic management, technical security, and data privacy domains.
- 15+ years of experience leading cybersecurity strategy and operations.
- Expertise in policy development, regulatory compliance, incident response, risk management, and security awareness.
- Strong technical knowledge of IDS/IPS, SIEM, Identity and Access Management, vulnerability assessment, Network design, and infrastructure security.
- Proven ability to architect and execute cybersecurity modernization initiatives.
- Leadership experience building, managing, and mentoring high-performing security teams.
- Ability to effectively communicate complex security concepts to senior leadership and boards.
- Knowledge of state and federal security regulations, including NIST CSF, CIS 18, CIPA, FERPA, and HIPAA

Experience:

Head of Information Technology Concord, New Hampshire 2024 - Present
The Overwatch Foundation

- Serve as Information Technology manager for the Overwatch Foundation, assisting in the selection, design, configuration, and implementation of tools, SaaS products, and applications. This includes building and configuring network security appliances such as firewalls, routers, switches, etc.
- Create and manage an information security program that meets the requirements of the Overwatch Foundation as a regulated federal and state partner.
- Design, configure, implement, and managed technology deployment withi infrastructure grants.
- Responsible for the Service Desk, managing the quality of the assistance given to internal and external stakeholders and customers.
- Build and oversee the relationships between Overwatch Technology Partners and the Overwatch Foundation.
- Serve as the primary technical advising point of contact for grant recipients.
- Train Service Desk Engineers to support key technologies we deploy in our solutions.
- Train CI Technicians on proper installation and troubleshooting of key technologies we deploy in our solutions.
- Assist in the grant readiness approval process.
- Lead technical change control approval for the Overwatch Foundation.
- Assist the Deputy Director in creating Board-level reporting as requested.

Director of Technology/CISO 2018 - 2024

SAU # 34 Hillsboro-Deering School District Hillsboro, New Hampshire

- Drove creation and rollout of robust cyber and physical security policies, processes, and protocols district-wide, hardening defenses against emerging threats while significantly improving incident response capabilities.
- Built incident response plans and processes from the ground up, allowing for swift triage and coordinated remediation of malware infections, unauthorized access, data breaches, and other cyber events through defined escalation paths.
- Formulated and executed a comprehensive strategy for revitalizing and expanding the IT department, ensuring smooth and effortless access to digital resources to facilitate school-based and distance learning.
- Provide strategic guidance and support to principals, teachers, and staff in effectively applying cybersecurity controls and tools.
- Developed and implemented a plan to ensure the continuity of educational services during the pandemic shutdown.
- Provided input and feedback on the development of New Hampshire K-12 data and privacy security minimum standards.
- Presented in Cybersecurity and Infrastructure Security Agency (CISA) Inaugural National Summit on K-12 School Safety and Security.
- Featured in two case studies by the Center of Internet Security (CIS) on the implementation of CIS Controls in schools.
- Furnished written and oral testimony to the New Hampshire Senate STE subcommittee in support of legislation mandating basic cybersecurity standards for municipalities, drawing on case studies and industry best practices to highlight the risks of inaction.

Director of Technology and Emergency Management 2006–2018

SAU #93 Monadnock Regional School District Swanzey, New Hampshire

- Formulated and implemented comprehensive cyber and physical security policies, procedures, and plans, safeguarding the school district against known and unknown threats, and significantly reducing response time from days to hours.
- Created a security awareness program covering secure web browsing, social media usage, mobile device safety, social engineering, and emerging cyber threats through interactive workshops, computer-based training, posters, newsletters, and simulated phishing attacks.
- Designed and executed server infrastructure consolidation and cloud migration roadmap to reduce the attack surface, enable consistent security policies, and decrease maintenance costs by 50% year over year.
- Coached the first Cyber-Patriot team in the Monadnock Region.
- Built an integrated All-Hazards Response Team to provide swift, coordinated incident response to cyber and physical threats impacting any school within the district.
- Led the district Emergency Management Committee, overseeing the development of standardized response plans and coordinating drills.
- Championed 1:1 Chromebook program delivering enhanced digital access and engagement for students grades 6-12 through extensive planning, pilot testing, infrastructure upgrades, and classroom integration support.

Awards, Certifications, Certificates, and Education:

Awards:

The SANS Institute: Difference Maker Award 2019

Certifications:

Information Systems Audit and Control Association (ISACA):

Certified Information Security Manager (CISM) #2158862

Certified Data Privacy Solutions Engineer (CDPSE) #2117201

International Information System Security Certification Consortium (ISC2)

CISSP Certified Information Systems Security Professional (CISSP) #512944

Global Information Assurance Certification (GIAC)

Certified Mobile Device Security Analyst (GMOB) #764

Certified Critical Controls (GCCC) #874

Certified Incident Handler (GCIH) #24486

Certified Incident Analyst (GCIA) #9761

Security Essentials Certificate (GSEC) #34198

EC-Council

Associate Certified Chief Information Security Officer #ECC3589021647

Cybersecurity Coalition for Education:

Certified Cybersecurity Rubric Evaluator (CCRE)

Certificates:

IT Security Strategic Planning, Policy, and Leadership

Practical Web Application Penetration Testing

Web Application Penetration Testing and Ethical Hacking

Education:

Southern New Hampshire University

Associate Degree	2016
Bachelor of Arts in Management	2019

Leadership and Service

Access4Learning, Internation Technical & Privacy Leadership Group	2023-Present
Tech Tactics in Education Advisory Board Member	2022-Present
K12SIX Controls Working Group	2021-Present
New Hampshire SLTT Cybersecurity Grant Committee	2023-2024
MS-ISAC K12 Working Group Co-chair	2021-2024
COSN Cybersecurity Working Group	2017-2024
Amateur Radio Operator, *General Class*	2007-Present
New Hampshire Digital Summit Advisory Board Member	2023-2024
Town of Troy Broadband Committee	2020-2021
Town of Troy Emergency Management Director	2017-2019
NH CTO Board member	2016-2020
Town of Troy Assistant Emergency Management Director	2008-2017
Town of Troy Budget Committee	2006-2009
Chairman Town of Troy Budget Committee	2009-2009
US Army and US Army Reserve	1991-1999

Conference Presentations and Webinars

Multi-State Information Sharing and Analysis Annual Meeting	2024
K12Six: National Cybersecurity Leadership Conference	2024
CISA: 2022 National Summit on K-12 School Safety and Security:	2022

Consortium of School Networks:

Cybersecurity Practices to Protect your staff and students	2024
Cybersecurity the New Hampshire way.	2022
Maine Technology Users Group:	
Intro to the MITRE ATT&CK framework.	2022
NHCTO Clinic:	
Security Considerations in a Constantly Changing Environment.	2018
NH School Boards Association:	
Data Privacy & Security: Alignment with HB1612.	2018
ISC2 State cybersecurity K12 education:	2018
Christa McAuliffe Technology Conference:	
HB 1612 What is a district to do?	2018
Student Safety and Security in the 21st Century Classroom.	2016
WEBINARS:	
Not if but When	2023
Incident Response Planning.	2023
MS-ISAC K12 Report Findings.	2023
SC Media's Ransomware eSummit.	2023
NIST Cybersecurity Framework for K12.	2022
Essential K-12 Cybersecurity Protections for the Cloud.	2022
How One School District Enhances Cyber Hygiene with the CIS Controls.	2020
You Thought Going to High School Was Tough? Try Running Cyber Security for One.	2017

Scott "Vince" Chambers

Security Clearance: TS/SCI – Current

Cybersecurity, Technology sales, Cyber Governance, HUMINT, Law Enforcement

Experience

The Overwatch Foundation (https://www.overwatch.org)

Board of Directors, Secretary, & Rook, Concord, NH

08/2023 - Present

The Overwatch Foundation ("OVW") is dedicated to protecting United States critical infrastructure in New Hampshire, the New Hampshire competitive advantage, and the public trust by providing grant-funded cybersecurity auditing and engineering, software modernization, and workforce development. Board member, Secretary of the Board, and Chair of the National Security subcommittee.

The Overwatch Foundation (https://www.overwatch.org)

Assistant Deputy Director (ADD)

10/2024 – Present

Part of the senior leadership team at OVW responsible for day-to-day operations and mission accomplishment of grant defined metric objectives. The ADD of OVW leads six employees in all efforts to coordinate and execute the mission of OVW; to protect United States critical infrastructure in New Hampshire focusing on State, local, and municipal entities across three grants; .GOV, drinking water, and wastewater. The ADD also manages financial execution of grant funds with oversight by the Deputy Director (DD).

Serpentine Services Group (https://serpentineservices.com)

Board of Advisors

02/2024- Present

Serpentine Services Group (SSG) uses exercises, gaming, and workshops as a platform for problem-solving. Using Cyber Tabletop Exercises, (TTX), Cyber workforce design, and partnership advisory services, SSG stimulates creativity, collaboration, and critical thinking, allowing participants to explore security and business challenges from unique perspectives and generate custom solutions. This blend of exercises, interactive workshops and actionable recommendations can empower organizations to address their issues thoughtfully and strategically. From determining how to find First Federal Customers to answering SEC requirements after a breach; Serpentine Services Group helps an organization realize its business and compliance goals.

Federal Bureau of Investigation (FBI)

Special Agent, Bedford, New Hampshire

09/2021 – 09/2024

Conduct complex white-collar crime and cybercrime investigations working in a joint collaborative environment with Federal Law Enforcement entities such as the FBI, IRS, United States Secret Service, and the Department of Commerce.

Federal Bureau of Investigation (FBI)

Team Leader/Supervisor, Bedford, New Hampshire

02/2018 - 09/2021

Led a gang and narcotics Task Force composed of eight personnel from Federal, State and Local law enforcement organizations. The mission of the Task Force was to disrupt and dismantle violent street gangs and drug trafficking criminal enterprises with ties to the State of New Hampshire and their sources of supply throughout the United States and world. Led the Task Force Team that arrested Ghislaine Maxwell in Bradford, New Hampshire.

Federal Bureau of Investigation (FBI)

Supervisory Special Agent, Washington, DC

12/2015 - 06/2017

Program managed counter-narcotics investigations for the entire East Coast of the United States and Puerto Rico; 21 Field Offices of the FBI. Program managed budget payments for travel of case agents nationally and internationally in support of operations; program managed budget payments to conduct proactive investigations; program managed budget payments to pay confidential human sources.

Federal Bureau of Investigation (FBI)

Special Agent, Port Au Prince, Haiti

09/2013 - 01/2014

Conducted federal investigations into violations of the Foreign Corrupt Practices Act. Developed an extensive HUMINT network in Haiti that facilitated the successful prosecution of an American Army Colonel (O6) who violated federal law and paid bribes directly to the President and Prime Minister of Haiti.

Federal Bureau of Investigation (FBI)

Special Agent, Boston, MA

09/2004 - 09/2013

Investigated and adjudicated numerous criminal investigations resulting in over one hundred apprehensions and numerous convictions in Federal Court. Testified in numerous federal court trials; cross-examined by defense attorneys; worked closely with federal prosecutors to prepare and make evidence admissible in federal trials.

Federal Bureau of Investigation (FBI)

Special Agent, Balad, Iraq

01/2008 - 03/2008

Deployed to Iraq in support of Tier One Military Special Operations forces conducting interrogations of captured terrorist targets.

United States Army

Army Officer, Captain (O3)

01/1995 - 05/2004

Military Police Platoon Leader, Fort Hood, TX.

Military Police Company Commander, Fort Huachuca, AZ.

Deputy Operations Officer, Seoul, Korea.

Military Police Observer Controller and Trainer, Fort Meade MD.

US Army Special Forces Assessment and Selection (Selected) – 1998.

Infantry Officer Advanced Course; US Army Airborne School; Combined Arms Services and Staff School -1998; Military Police Officer Basic Course -1994.

Education

Master of Science Cybersecurity, Policy and Governance

Boston College, Boston, MA

12/2023

Graduate Summa Cum Laude GPA - 3.93.

Recipient of *The Woods College Graduate Program Award* – For academic excellence; given to the student who brings together a spirit of service and humble leadership.

Master of Science developed areas in Cybersecurity Policy: Privacy and Legal Requirements; Incident Response and Management; Organizational Effectiveness: Governance, Risk Management, and Compliance; Ethical Issues in Cybersecurity; Cybersecurity: Designing Offensive and Defensive Capabilities; Cyber Crime; Managing Cyber Risk; Mobile Devices and Social Networking; Cyber Ecosystem and Cybersecurity; International Cybersecurity and International Law; Network and Infrastructure Security.

Bachelor of Arts in International Relations

Norwich University, Military College of Vermont, Northfield, VT.
05/1994
Graduate Magna Cum Laude - 3.49 GPA.

Double minor in French and English; Distinguished Military Graduate; Regular Army Commission.

Employee Name	Title	Date of Hire	Annual Salary	Salary Paid By Contract
Alyssa Rosenzweig	Deputy Director	2/5/2024	$ 162,690.00	100%
Vince Chambers	Assistant Deputy Director	10/21/2024	$ 137,700.00	100%
Neal Richardson	Head of Information Technology	10/21/2024	$ 122,400.00	100%

62

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

August 13, 2024

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a contract amendment with Overwatch Foundation (VC#448104-B001), Concord, NH, by executing an available contract renewal option, and increasing the price limitation by $3,752,476.00 from $3,147,604.00 to $6,900,080, and by extending the completion date from December 31, 2026 to September 30, 2028 for the purpose of providing a Municipal Cyber Defense Program, effective upon Governor and Executive Council approval with the option to renew for an additional fifteen (15) months with Governor and Executive Council approval. Governor and Executive Council approved the original contract on January 31, 2024, Item # 46. FY 25 Source of Funds: 80% Federal, 16% General and 4% Other (Agency Income), FY 26 Source of Funds: 100% Federal Funds.

Funds are available in the following accounts for FY 2025 and are anticipated to be available for FY 2026, upon the continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -- ACCOUNTING UNIT NAME CLASS- OBJECT -- DESC	SFY 25	SFY26
01-03-03-030010-67170000-Department of Information Technology Cyber Enhancements Grant-103-502664-Contracts for Operational Services	$1,772,159.20	$0.00
02-23-23-231010-71150000-Department of Safety-Cybersecurity Grant Program-103-502664-Contracts for Operational Services.	$443,039.80	$0.00
03-44-44-440010-24760000-102-500731 Department of Envir Svcs.-ARPA DES Loans-Contracts for Program Services	$437,277.00	$0.00
03-44-44-441018-55640000-102-500731-Department of Envir Svcs.-DWSRF BIL Administration- Contracts for Program Services	$0.00	$1,000,000.00
03-44-44-441018-47880000-102-500731 Department of Envir Svcs., CWSRF Loan Management- Contracts for Program Services	$100,000.00	$0.00
Total	$2,752,476.00	$1,000,000.00

EXPLANATION

The contract amendment with Overwatch Foundation will continue to provide State and Local Cybersecurity Grant Program (SLCGP) funded services to eligible municipal organizations and K12 SAUs across the State to transition from their current Domain Name (.org, .com, etc.) to ".GOV" domain Names.

This contract amendment will provide services to reduce cybersecurity vulnerabilities and improve the compliance of community water systems in New Hampshire with the EPA's America's Water Infrastructure Act (AWIA). The amendment also expands eligibility to receive cybersecurity services to wastewater treatment facilities.

Cybersecurity is the top threat to critical infrastructure in the United States. This program continues efforts to assess all community water systems and wastewater facilities for cybersecurity vulnerabilities, develop a cybersecurity risk management program for the systems/facilities, and install mitigations to prevent a cyberattack from impacting system operations. Weak cybersecurity practices can compromise the ability of community water systems to provide clean and safe drinking water to customers, process wastewater, erode customer confidence and result in financial and legal liabilities.

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

Respectfully Submitted,

Denis, Goulet
Commissioner, Department of Information Technology

Robert Scott
Commissioner, Department of Environmental Services

Robert L. Quinn
Commissioner, Department of Safety

DG/ik/jd
DoIT #2024-014 RID: 88656
cc: Ken Weeks, Chief Information Security Officer

Docusign Envelope ID: 8AD23746-1597-4B41-AC1C-872DF7BBCA3D

STATE OF NEW HAMPSHIRE

Department of Information Technology/Department of Environmental Services:

DoIT # 2024-014 State and Local Cybersecurity Grant (SLCGP), Municipal Cyber Defense Program (MCDP) and Grant Funded Critical Infrastructure Key Resources (CIKR) Cybersecurity Services:

AMENDMENT A (1)

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a competitively procured contract on March 8, 2023, Item #16, as amended on January 31, 2024, Item #46 (herein after referred to as the "Agreement"), The OVERWATCH FOUNDATION (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 Information Technology and Department of Environmental Services** (hereinafter referred to as the "Departments"), certain sums as specified therein;

WHEREAS pursuant to the Agreement Section 17 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 Departments have agreed to amend the Agreement in certain respects.

WHEREAS this Amendment is intended by the Parties as the final, complete, and exclusive understanding between the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Amendment, and no Party is relying on any promise, agreement, or understanding not set forth in this Amendment. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect.

WHEREAS the Departments wish to add both federal funds and general funds to continue the to provide the cybersecurity services as detailed in the Agreement.

WHEREAS The Vendor agrees to provide cybersecurity services as detailed in the Agreement

WHEREAS The Departments and the Vendor wish to increase the Contract price by $3,752,476.00 to bring the total contract price to $6,900,080.00.

WHEREAS The Departments and the Vendor wish to extend the completion date from December 31, 2026, to September 30, 2028.

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 $3,752,476.00 from $3,147,604.00 to $6,900,080.00
2. Amend Section EXHIBIT B - STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES, 1. STATEMENT OF WORK, Section 1.2 Services for Drinking Water Supplier Cybersecurity Assessments, Cybersecurity System Design and Engineering/Field Services to include Wastewater Facilities for all work completed under this Section.

3. Amend Section EXHIBIT B - STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES, I. STATEMENT OF WORK, Section 1.2.4 to read: "The Overwatch Foundation will replace the Desktop Level devices (SCADA Controllers.) Desktop computers controlling SCADA networks will be replaced with hardware running hardened Windows images. Overwatch will work with the SCADA integrator as appropriate to test and migrate the SCADA Control Software."

TABLE 1: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	COMPLETION DATE	CONTRACT AMOUNT
DoIT # 2024-014	Original Contract	January 31, 2024, Item #46	December 31, 2026	$3,147,604.00
DoIT # 2024-014 Amendment A	1st Amendment	TBD	December 31, 2028	$3,752,476.00
			CONTRACT TOTAL	**$6,900,080.00**

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

Signed by:
Alyssa L Rosenzweig

Date: 7/22/2024

Alyssa Rosenzweig
The OVERWATCH FOUNDATION

STATE OF NEW HAMPSHIRE

Date: July 30, 2024

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

Date: 8/1/2024

Robert Scott, Commissioner
State of New Hampshire
Department of Environmental Services

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

Approved by the Attorney General

Duncan A. Edgar

Date: August 12, 2024

Duncan A. Edgar, Assistant Attorney General
State of New Hampshire, Department of Justice

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

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 THE OVERWATCH FOUNDATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 25, 2023. 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: 921936

Certificate Number: 0006740517

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 22nd day of July A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2024

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

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

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Next Insurance US Company	16285
INSURER B: National Specialty Insurance Company	22608
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Overwatch Foundation
46 Donovan St
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: 340046786 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTHPXQTDJ-00-GL	01/02/2024	01/02/2025	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	NXTWXCQHPW-00-WC	01/02/2024	01/02/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$100,000.00
							E.L. DISEASE - EA EMPLOYEE	$100,000.00
							E.L. DISEASE - POLICY LIMIT	$500,000.00
A	Professional Liability	X		NXTHPXQTDJ-00-GL	01/02/2024	01/02/2025	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

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

The Certificate Holder is NH Department of Information Technology. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
NH Department of Information Technology
ATTN: Chief Information Officer
27 Hazen Dr
Concord, NH 03301

LIVE CERTIFICATE
Click or scan to view

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Certificate of Authority #2 (The Overwatch Foundation, A Non-Profit Corporation)

Corporate Resolution

I, Vincent Chambers, hereby certify that I am duly elected Secretary of *The Overwatch Foundation*. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called on October 13, 2023, at which a quorum of the Directors were present and voting.

VOTED: That Alyssa Rosenzweig, Deputy Director, is duly authorized to enter into contracts or agreements on behalf of the Overwatch Foundation with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of contract which this certificate is attached. **This authority remains valid for one-year (365) days** from the date of this Corporate Resolution. 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 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: 22 July 2024 ATTEST:

Vincent M. Chambers

Secretary, The Overwatch Foundation

46

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

January 16, 2024

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

REQUESTED ACTIONS

1. Authorize the Department of Information Technology to enter into a contract with Overwatch Foundation (VC#448104-B001), Concord, NH in an amount not to exceed $3,147,604.00 for the purpose of providing a Municipal Cyber Defense Program, with the option to extend up to, but not beyond, the expiration of additional Grant Funding or December 31, 2029, whichever comes first, effective upon Governor and Executive Council approval through December 31, 2026. Source of Funds: 100% Federal Grants.
2. Further authorize the Department of Information Technology to make an advance payment to Overwatch Foundation in the amount of $500,000 in accordance with the terms of the contract effective upon Governor and Council approval. Source of Funds: 100% Federal Grants.

Funds are available in the following accounts for FY 2024 and FY 2025 with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME_CLASS-OBJECT - DESC	Activity Code	SFY 24	SFY 25
01-03-03-030010-52390000-Department of Information Technology-Cyber Enhancements Grant-103-502664-Contracts for Operational Services	N/A	1,147,604	
03-44-44-440010-24760000-Department of Envir Svcs.-ARPA DES Loans-102-500731-Contracts for Program Services	00FRF602 WB4401D	$250,000	
03-44-44-441018-55640000-Department of Envir Svcs.-DWSRF BIL Administration-102-500731-Contracts for Program Services		$750,000	$1,000,000
TOTAL		$2,147,604	$1,000,000

EXPLANATION

The contract with Overwatch Foundation will provide State and Local Cybersecurity Grant Program (SLCGP) funded services to eligible municipal organizations and K12 SAUs across the State to transition from their current Domain Name (.org, .com, etc.) to ".GOV" domain Names.

.GOV is a 'top-level domain', or TLD, similar to .com, .org, or .us. Organizations use a TLD to register a domain name (often simply called a domain) for use in their online services, like a website or

email. In many well-known TLDs, any individual or organization can register a domain for a fee without additional steps to verify that the name they chose corresponds to their real-life name or services.

While this can be a useful property for creative communication, the lack of identity verification can also make it difficult to know whether the people behind a name are actually who they claim to be, and enable criminal cyber activity against New Hampshire residents. It will also reduce cybersecurity vulnerabilities and improve the compliance of community water systems in New Hampshire with the EPA's America's Water Infrastructure Act (AWIA). This contract will provide cybersecurity assessment and implementation services to eligible community water systems across New Hampshire.

Cybersecurity is one of the top threats facing critical infrastructure in the United States. All community water systems examine cybersecurity vulnerabilities and develop a cybersecurity risk management program, thus mitigating a cyberattack from impacting system operations. Weak cybersecurity practices can compromise the ability of community water systems to provide clean and safe drinking water to customers, erode customer confidence and result in financial and legal liabilities.

The State recognizes the need for an advance payment to enable staffing on boarding and ramp up as requested in Item 2 above. With Governor and Council approval, DoIT will make an advance payment to Overwatch Foundation in the amount of $500,000 in accordance with the terms of the contract.

This contract is the result of a competitive solicitation under DOIT RFP 2024-01 – Cybersecurity Improvement Services for NH Local Entities issued on 10/11/2023 to the DAS website. The scoring committee consisted of four (4) state employees from DoIT and DES, each with expertise in the RFP review process and expertise in the required areas. Sixteen (16) organizations submitted responses to this RFP. The scoring team determined Overwatch Foundation met the minimum qualifications of DOIT RFP 2024-01 – Cybersecurity Improvement Services for NH Local Entities, and received the highest overall score. The Departments of Information Technology and Environmental Services recommend Overwatch Foundation be awarded this contract.

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

Respectfully Submitted,

Denis Goulet
Commissioner, Department of Information Technology

Robert Scott
Commissioner, Department of Environmental Services

DG/lk
DoIT #2024-014 RID: 78867
cc: Ken Weeks, DoIT Director/Chief Information Security Officer

The NH Department of Information Technology (DOIT) in partnership with NH Department of Environmental Services (DES) received a total of 16 vendor proposals in response to DOIT RFP 2024-01 – Cybersecurity Improvement Services for NH Local Entities as of December 1st, 2023.

Scoring and Results:

The Overwatch Foundation, a New Hampshire 503(c) Non-Profit, proposal was accepted by the selection committee, composed of Subject Matter and Program Experts from both DoIT and DES, on January 3rd, 2024.

The selection Committee was composed of:

- Mr. Steve Kelleher, Department of Information Technology, Director, Strategy and Governance
- Mr. Doug Scheib, Department of Information Technology, Deputy Chief Information Security Officer
- Mr. Brandon Kernen, Department of Environmental Services, Drinking Water and Groundwater Bureau Administrator
- Ms. Johnna McKenna, Department of Environmental Services, Public Water System Sustainability Section Administrator

All responses were reviewed and certified complete based on the criteria detailed in RFP 2024-01. Responses were then scored by individual selection committee members per the criteria and scoring detailed in RFP 2024-01 and below:

A. Methodology the vendor will use to assess the readiness of an entity to participate in the respective scope of work (Max 15 Points)
B. Methodology the vendor will use to develop a plan for the entity to complete the respective scope of work. (Max 10 Points)
C. Scope of services and technical solution the vendor will provide the eligible entity for the respective scope of work. (Max 30 Points)
D. Training that will be provided to the eligible entity. (Max 5 Points)
E. Ability of the proposal to optimize return on the cybersecurity investment for the respective scope of work. (Max 40 Points)

Since this contract is 100% Federal Grant Funded each vendor was provided a fixed price limitation based on approved Grant Funds and required to demonstrate how these funds could be used to achieve the maximum return on investment in the form of desired outcomes. Price limitations of this contract are:

- For 2024 SLCGP Funding: $1,147,604.00.
- For 2024 Infrastructure Project Funding: $1,000,000.00
- For 2025 Infrastructure Project Funding: $1,000,000.00

Total of all funds through the period of performance is $3,147,604.00.

List of RFP respondents, Final Rank and Scores from the selection committee:

1.	Overwatch	351
2.	AIS Network	275
3.	Red River	267
4.	Sikich	235
5.	CAI	225
6.	Zelvin Security	223
7.	Infosys Public Services	216
8.	Millenium Enterprise Corp (MEC)	213
9.	OxB2B	212
10.	Slalom	208
11.	Dynamic Systems	193
12.	I&C Secure	177
13.	Conducive Consulting	170
14.	CBTS	127
15.	Withum	121
16.	Certus Cybersecurity	118

DocuSign Envelope ID: 6FCFD2A2-5800-4AB1-B12D-509F68FE684A

STATE OF NEW HAMPSHIRE

Department of Information Technology/Department of Environmental Services:

State and Local Cybersecurity Grant (SLCGP), Municipal Cyber Defense Program (MCDP) and Grant Funded Critical Infrastructure Key Resources (CIKR) Cybersecurity Services:

DOIT – 2024-014

STATE OF NEW HAMPSHIRE

Department of Information Technology

DoIT 2024-14 - State and Local Cybersecurity Grant (SLCGP) and Municipal Cyber Defense Program (MCDP)Services.

TABLE OF CONTENTS

Contents

EXHIBIT A - SPECIAL PROVISIONS 10
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES 15
1. STATEMENT OF WORK 15
2. BUSINESS / TECHNICAL REQUIREMENTS 17
2.1 Business and Technical Requirements are identified in the Statement of Work, Section 1 17
2.2 Compliance Requirements 17
2.2.1 The Overwatch Foundation will comply with SLCGP conditions contained in Exhibit F, Attachments 1 and 2 17
2.2.2 The Overwatch Foundation will comply with NHDES Infrastructure Grant Requirements as documented at DES Water System Cybersecurity and Attachment 4 17
3. ACTIVITY, DELIVERABLE, AND MILESTONE 17
4. DELIVERABLE REVIEW AND ACCEPTANCE 18
5. CHANGE ORDER 18
6. PROJECT MANAGEMENT 18
7. The Contractor Key Project Staff 19
9. WORK PLAN 20
10. ACCEPTANCE & TESTING SERVICES 21
11. MAINTENANCE, OPERATIONS AND SUPPORT 21
12. ADDITIONAL GRANT FUNDED SERVICES 21
13. DATA PROTECTION 21
14. ADMINISTRATIVE SERVICES 23
15. TRAINING 23
16. TERMS AND DEFINTIONS 24
17. CONTRACTOR'S CERTIFICATES 24
EXHIBIT C – PRICE AND PAYMENT SCHEDULE 25
1. CONTRACT PRICE 25
2. TRAVEL EXPENSES 25
3. SHIPPING FEES 25

STATE OF NEW HAMPSHIRE
Department of Information Technology
DoIT 2024-14 - State and Local Cybersecurity Grant (SLCGP) and Municipal Cyber Defense Program (MCDP)Services.
TABLE OF CONTENTS

4. INVOICING 25
5. INVOICE ADDRESS 25
6. PAYMENT ADDRESS 26
7. OVERPAYMENTS TO THE CONTRACTOR 26
8. CREDITS 26
9. PAYMENT 26
9.1 Contract Type 26
EXHIBIT D – ADMINISTRATIVE SERVICES 27
1. DISPUTE RESOLUTION 27
2. ACCESS AND COOPERATION 27
3. RECORD RETENTION 27
4. ACCOUNTING 28
5. AUDIT 28
6. MISCELLANEOUS WORK REQUIREMENTS 28
EXHIBIT E – TERMS AND DEFINITIONS 30
EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES 35
1. ATTACHMENTS 35
2. CONTRACTOR CERTIFICATES 35

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Information Technology
DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology and Department of Environmental Services		1.2 State Agency Address: 27 Hazen Drive, Concord, NH, 03301	
1.3 Contractor Name Overwatch Foundation		1.4 Contractor Address 46 Donovan Street, Concord, NH, 03301	
1.5 Contractor Phone Number (984) 689-3863	1.6 Account Number 01-03-03-030010-52390000-103-502664 03-44-44-440010-2476-102-500731 03-44-44-441018-5564-102-500731	1.7 Completion Date December 31, 2026	1.8 Price Limitation $3,147,604.00
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number 603-223-5703	
1.9a Contracting Officer for State Agency Robert Scott		1.10a State Agency Telephone Number 603-271-2958	
1.11 Contractor Signature DocuSigned by: Alyssa Rosenzweig Date: 1/12/2024		1.12 Name and Title of Contractor Signatory Alyssa Rosenzweig, Deputy Director, Overwatch Foundation	
1.13 State Agency Signature Date: 1/12/24 1.13 Cont. State Agency Signature Date: 1/12/24		1.14 Name and Title of State Agency Signatory Denis Goulet, Commissioner/Chief Information Officer 1.14 Cont. Robert Scott, Commissioner, Department of Environmental Services	

STATE OF NEW HAMPSHIRE
Department of Information Technology
DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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: Jessica A. King	On: 1/18/24
1.17 Approval by the Governor and Executive Council *(if applicable)*	
G&C Item number:	G&C Meeting Date:

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

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

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

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

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

bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

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

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

14. **INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Term may be extended if allowed by the Federal Grant or other Program(s) that fund these services, at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to, but not beyond Expiration of Grant Funding or December 31 2029, whichever comes first, as provisioned by law under the same terms and conditions, subject to approval of the Governor and Executive Council. This contract may be extended to align with each subsequent grant year for the period of performance of the grant funding and Price Limitation defined by the grant funding and any state matching funds approved by Governor and Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.4 This contract may be extended to align with each subsequent grant year for the period of performance of the grand funding and Price Limitation defined by the grant funding and any state matching funds approved by Governor and Council.

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

26.1.1 Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;
b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
d. Take no action to intentionally erase any State data until directed by the State;
e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
g. Securely dispose 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;

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

A.7 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, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

26. EXHIBITS/ATTACHMENTS

26.1 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.

27. NON-EXCLUSIVE CONTRACT

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

28. GOVERNMENT APPROVALS

28.1 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:

i. State of New Hampshire, Department of Information Technology Contract Agreement DoIT 2024-014.

ii. Overwatch Scope of Services Proposal (See Exhibit F, Attachment 3)

Remainder of this page intentionally left blank

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

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

1. **STATEMENT OF WORK**

1.1 Services for Transition of Eligible Entities to the .GOV Domain.

1.1.1 The Overwatch Foundation will provide a comprehensive readiness auditing service to qualifying municipal entities to evaluate the ability, readiness, and practicality of implementing a .GOV domain structure. This audit will consider the complexity of the migration to a .GOV domain and email addresses, as well as identify any timing and planning requirements to minimize effort and maximize the reach of the protections proposed. This method ensures that the SLCGP funds are deployed to those with the most need, at the most significant risk, and those ready to transition in the short term. In addition, the Overwatch Foundation will identify municipal entities that require additional resources to become ready for this vital protection. In cases where available, this audit will identify the ability of the organization to enable key secondary cybersecurity protections connected to emails, such as 2FA or Multifactor Authentication. If available, these will be implemented during the .gov transition.

1.1.2 As determined by the readiness audit, The Overwatch Foundation will provide engineering and project management resources to work with municipal leaders to plan, execute, and validate the entire technical project of migrating from legacy solutions to supported .GOV platforms. The Overwatch Foundation will emphasize the use of Google Suite, and Microsoft O365 as preferred platforms for this work. This work will be delivered as a turn-key solution for municipal entities. In cases where legacy email services are in place, and software licenses or service costs must be incurred for the .GOV transition to be successful, the foundation will cover these expenses for a period of 3 years (36 months of service). The entity receiving the service is responsible for licensing at the end of the 36-month period.

1.1.3 The Overwatch Foundation will provide training and education on the use and maintenance of the .GOV protection to municipalities following the completion of the turn-key solution implementation. The Overwatch Foundation will maintain training records and provide annual training updates to keep the protections current.

1.1.4 The Overwatch Foundation will provide services primarily through new direct staffing (hiring) in the Concord Headquarters for the technical positions and IT project management required to perform these services in addition to existing staff. The Overwatch Foundation will focus on hiring experienced municipal technology leaders, entry level workforce members from New Hampshire Educational Institutions, and transitioning veterans in New Hampshire as part of this program and commitment to diversity in

technology and educational. The Foundation will provide internships where practical for students in New Hampshire Education Institutions or New Hampshire Residents pursuing applicable degrees from non-New Hampshire Higher Education Institutions.

1.1.5 The Overwatch Foundation will provide all the communication and formal submission requirements to secure .GOV domains for selected entities from either the NH Department of Information Technology or the Cyber and Infrastructure Security Agency (CISA) at the request and approval of the entity receiving the .GOV domain.

1.1.6 The Overwatch Foundation will migrate external websites, public-facing services, and emergency response equipment to the new .GOV domain as part of the turn-key service. The entity receiving the service is responsible for the ongoing maintenance of those services once successfully transitioned.

1.2 Services for Drinking Water Supplier Cybersecurity Assessments, Cybersecurity System Design and Engineering/Field Services.

1.2.1 The Overwatch Foundation will assess and document the following for each Drinking Water Supplier nominated by the Department of Environmental Services for services under the Drinking Water Cybersecurity in a Box program:

- The stability and security of the internet connection supporting our technology.
- The existing infrastructure, firewalls, and security. (If CISA has already completed this we will use existing data).
- The knowledge of the existing workforce.
- The ability of the workforce to maintain critical services during the downtime necessary for the installation.
- The state of incident response planning for the water system.
- The approval of the water system leadership to implement the "in a box" solution.
- The architecture of the network, including cellular links and interoperability with IT networks.
- The SCADA installer that performed the initial configuration.
- The age and software revision levels of the PLCS and SCADA equipment.
- The size of the workforce maintaining the water system.

1.2.2 The Overwatch Foundation will secure the perimeter level of the Drinking Water SCADA System by configuring and installing a cloud administrated enterprise grade firewall with at least a 36-month shelf life. The firewall will be able to adapt to the various environmental challenges and architectures, including fully segmented networks, and SCADA networks that are integrated with municipal networks. Based on the assessment, upgrades/updates to the internet circuits that support the Drinking Water SCADA system will be updated/upgraded.

1.2.3 The Overwatch Foundation will improve the Network Level (LAN) and Remote Workforce Access configuration (VPN) by integrating switching ports into the firewall and VPN concentrator. Additionally, forensic data logs will be collected, monitored and stored by Overwatch to provide early indications of compromise. Overwatch will provide up to four remote access iPads to provide the operator with remote access and support up to 50 laptop remote access computers (laptops NOT included.)

1.2.4 The Overwatch Foundation will replace the Desktop Level devices (SCADA Controllers.) Desktop computers controlling SCADA networks will be replaced with hardware running hardened Windows images and Huntress Endpoint Detection and Response Software. SCADA control software will be installed on the new machines. Overwatch will work with the SCADA installer (as appropriate) to test and migrate the SCADA control software.

1.2.5 Where one exists as part of the system, the Overwatch Foundation will work with the SCADA installer to perform required replacements, upgrades, and firmware flashes of critically vulnerable Operational Technology (OT) devices in the Drinking Water Supplier's SCADA network.

1.2.6 Leveraging the Municipal Cyber Defense Program (MCDP) Overwatch will coordinate annual cybersecurity training for Drinking Water Supplier Operators.

1.2.7 The Overwatch Foundation will provide 36 months of remote system management, security patching, and complete configuration change requests as required to maintain a secure system.

1.2.8 The Overwatch Foundation will coordinate completion of an Incident Response Plan and Incident Response Training for the Drinking Water Supplier operators and management via the New Hampshire Public Risk Management Exchange (PRIMEX).

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1 Business and Technical Requirements are identified in the Statement of Work, Section 1.

2.2 Compliance Requirements

2.2.1 The Overwatch Foundation will comply with SLCGP conditions contained in Exhibit F, Attachments 1 and 2.

2.2.2 The Overwatch Foundation will comply with NHDES Infrastructure Grant Requirements as documented at DES Water System Cybersecurity and Attachment 4.

3. ACTIVITY, DELIVERABLE, AND MILESTONE

The Overwatch Foundation will provide quarterly reporting on work accomplished and expenditures incurred under this contract and funded by the SLCGP and other Grant Programs.

4. DELIVERABLE REVIEW AND ACCEPTANCE

The Overwatch Foundation will deliver the Quarterly Grant Report for SLCGP funded initiative to cybergrants@doit.nh.gov and the Quarterly Grant Report for the Drinking Water Cybersecurity in a Box project to Brenda.J.Leonard@des.nh.gov

5. CHANGE ORDER

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

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

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

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

6. 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 services in the Statement of Work. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

7. **The Contractor Key Project Staff**

7.1. The Contractor's Contract Manager

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

Alyssa Rosenzweig
(984) 689-3863
arosenzweig@overwatch.org

7.2. The Contractor's Project Manager

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

Alyssa Rosenzweig
(984) 689-3863
arosenzweig@overwatch.org

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Ten (10) hours of inquiries from the State Project Manager must work diligently and use his/ her best efforts on the Project.

7.3. Change of Project Manager

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

7.4. Background Checks

The State may require, and, at its sole expense, conduct reference and background screening of the Contractor's staff assigned to this Contract.

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

8. The State Key Project Staff

8.1. 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:

Denis Goulet, CIO
(603) 223-5703
denis.c.goulet@doit.nh.gov

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

For SLCGP funded projects:
Ken Weeks, CISO
(603) 931-9234
kenneth.l.weeksiii.doit.nh.gov

For Drinking Water Cybersecurity projects:
Brenda Leonard
Brenda.J.Leonard@des.nh.gov
(603) 271-0867

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

a. Sponsoring the Project;
b. Reviewing and accepting Contract Deliverables;
c. Invoice sign-offs;
d. Review and approval of Change Orders;
e. Managing stakeholders' concerns.

9. WORK PLAN

This contract provides ongoing services under the SLCGP and Infrastructure Grant Programs. See Statement of Work.

10. ACCEPTANCE & TESTING SERVICES

10.1 Municipal Entities receiving the service will formally accept the turn-key services tothe Overwatch Foundation when required services are completed as identified in the entity's readiness audit.

10.2 The Overwatch Foundation will document acceptance in the quarterly report.

11. MAINTENANCE, OPERATIONS AND SUPPORT

Maintenance, Operations and Continuing Support will be in accordance with the Statement of work and documented in the quarterly report.

11.1 Contract Warranties and Representations

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

12. ADDITIONAL GRANT FUNDED SERVICES

Based on decisions and recommendations from the SLCGP Planning Committee, or the State CISO for MCDP, or the Commissioner of Environmental Services for Critical Infrastructure cybersecurity projects, additional services may be added to this contract by amending the SOW and funding levels as agreed to by the State and the Overwatch Foundation and as authorized by Governor and Council.

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.

d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

13.1 Data Location

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

13.2 Security Incident or Data Breach

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

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

b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

13.3 Breach Responsibilities

13.3.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

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

13.3.3 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

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

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

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

14. ADMINISTRATIVE SERVICES

The Overwatch Foundation shall provide the State with the Administrative Services set forth in the Statement of Work.

15. TRAINING

The Contractor shall provide the Training Services per the Statement of work to the Entity receiving services and document the training in the quarterly reports.

16. TERMS AND DEFINTIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit F.

Remainder of this page intentionally left blank

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

Upon Acceptance of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

5. INVOICE ADDRESS

Invoices for SLCGP services may be sent to:

Department of Information Technology
accountspayable@doit.nh.gov with a copy to kenneth.l.weeksiii@doit.nh.gov
27 Hazen Drive, Concord, NH, 03301

Invoices for Drinking Water Cybersecurity Services may be sent to:

Department of Environmental Services
Brenda.J.Leonard@des.nh.gov
29 Hazen Drive, Concord, NH, 03301

6. **PAYMENT ADDRESS**

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

7. **OVERPAYMENTS TO THE CONTRACTOR**

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

8. **CREDITS**

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

9. **PAYMENT**

9.1 Contract Type

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

9.2 Contractor Staff Rate and Invoicing for Services

The State recognizes the need for an advance payment to enable staffing onboarding and ramp up. The contractor may invoice for $500,000.00 upon approval by Governor and Council to enable Staffing ramp-up. The contractor shall then invoice monthly for labor and material costs required and incurred to perform the statement of work for the duration of the contract. Labor rates for staffing are established at $175.00 per hour.

9.3 Other Expenses

With prior approval of the State's Project Manager, and not to exceed the price limitation, the contractor may also invoice monthly for qualifying expenses incurred including advertising of the grant to qualifying entities, creation of training materials, hardware and software expenses directly related to the performance of grant tasks, project management, software engineering, and contract labor for technologies or skills not available directly to Overwatch to qualifying NH based companies.

Remainder of this page intentionally left blank

EXHIBIT D – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Deputy Director	CISO/Drinking Water Program Manager	Five (5) Business Days
First	Deputy Director	CIO/Water Division Director, NHDES	Fifteen (15) Business Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

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

one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

Although not expected, if necessary and in consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

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

rented, or sold, and that always Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

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

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

Remainder of this page intentionally left blank

EXHIBIT E – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement.	A Contract duly executed and legally binding.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding 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.
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.

Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed while performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation because of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License.	Licenses provided to the State under this Contract.

Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.

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.

Remainder of this page intentionally left blank

EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **ATTACHMENTS**
   a. SLCGP 2022 Local Special Conditions-Attachment 1
   b. SLCGP Federal Special Conditions – Attachment 2
   c. OVERWATCH Proposal for SLCGP Services and Drinking Water Cybersecurity Services – Attachment 3
   d. Final ARPA Exhibit – A and DWSRF Set-Aside – Attachment 4

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

Remainder of this page intentionally left blank

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 THE OVERWATCH FOUNDATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 25, 2023. 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: 921936

Certificate Number: 0006367358

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of January A.D. 2024.

David M. Scanlan

Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2024

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

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

PRODUCER

Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B : National Specialty Insurance Company	22608
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Overreach Foundation
46 Donovan St
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: 250117138 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		NXTHPIQTDJ-00-GL	01/02/2024	01/02/2025	EACH OCCURRENCE	$ 1,000,000.00
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person)	$ 15,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000.00
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000.00
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N/A		NXTWJCQHFW-00-WC	01/02/2024	01/02/2025	E.L. EACH ACCIDENT	$ 100,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000.00
							E.L. DISEASE - POLICY LIMIT	$ 500,000.00
A	Professional Liability	X		NXTHPIQTDJ-00-GL	01/02/2024	01/02/2025	Each Occurrence:	$1,000,000.00
							Aggregate:	$2,000,000.00

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

The Certificate Holder is State of New Hampshire. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

State of New Hampshire
29 Hazen Dr
Concord, NH 03301

LIVE CERTIFICATE
Click or scan to view

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Certificate of Authority #1 (The Overwatch Foundation, A Non-Profit Corporation)

Corporate Resolution

I, Vincent Chambers, hereby certify that I am duly elected Secretary of *The Overwatch Foundation*. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called on October 13, 2023, at which a quorum of the Directors were present and voting.

> **VOTED:** That Alyssa Rosenzweig, Deputy Director, is duly authorized to enter into contracts or agreements on behalf of The Overwatch Foundation with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract which this certificate is attached. This authority remains valid for one year (365) days from the date of this Corporate Resolution. 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 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.

Same

DATED: 4 January 2024

ATTEST: Vincent M Chambers

Vincent M. Chambers

Secretary, The Overwatch Foundation