



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 22, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Citrin Cooperman Advisors LLC., (VC#285665), New York, NY in an amount up to and not to exceed \$326,648.75 for Payment Card Industry (PCI) Qualified Security Assessor (QSA) services effective upon Governor and Executive Council approval through February 28, 2031, with the option to extend for up to two (2) additional years.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The PCI considers the State of New Hampshire a Level 1 merchant. Level 1 merchants process over 6 million transactions annually. This PCI Data Security Standard (DSS) compliance tier has strict reporting requirements. Level 1 merchants must have an outside QSA audit their systems and provide both a Report on Compliance (RoC) and an Attestation of Compliance (AoC). The AoC is issued by a QSA after thorough assessment of the merchant's systems, processes, and security measures to ensure they protect cardholder data.

This contract upon approval shall ensure the State of New Hampshire's continued compliance with the PCI DSS, which is a critical requirement and part of supporting how the State upholds citizens' trust, ensures accountability, and operational integrity in the handling of payment data. Without an AoC confirming compliance with the PCI DSS, the State could risk reputational damage and face penalties, including restricting the ability to process credit card payments and losing partnerships with vendors, particularly credit card processors.

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), solicited responses via request for proposal (RFP) 3030-25. This RFP reached 269 vendors through the division's sourcing platform. There were 6 compliant responses with Citrin Cooperman Advisors LLC. receiving the highest score. For disclosure, it is important to note that Cintron Cooperman Advisors LLC. was not the lowest financial bid but was awarded the contract on the basis of a much higher technical score. The department uses a closed bidding process in which the financial bids were separate and sealed, so the technical scoring team had

no knowledge of the pricing components of the proposals. The financial scores are calculated based on Lowest overall Bidder cost divided by the subject bidder cost multiplied by the maximum of 50 Points Assessed.

The table below summarizes the comprehensive scoring that was completed by the multi-agency technical scoring team and the commercial scoring team. The technical scoring team was comprised of Donald Daley, Department of Administrative Services Merchant Card Administrator; Cindy Dotlitch, Department of Information Technology IT Manager; Jessica Whelehan, New Hampshire Fish and Game Licensing/OHRV Supervisor; Hannah Kelly, Department of Information Technology Senior Policy and Compliance Manager; and Paul Danielson, Department of Natural and Cultural Resources Audit Manager. The commercial scoring team was comprised of Gary Lunetta, Director of the Division of Procurement & Support Services, Abigail Poole, BoPP Senior Purchasing Agent, and Mathew Stanton Deputy Director.

Scoring Summary						
	Citrin Cooperman	Enterprise Risk Management	Plante & Moran	Protiviti	Network Intelligence	Global Solutions Group
Price	\$ 302,100.00	\$ 275,028.00	\$ 522,500.00	\$1,054,641.00	\$942,680.00	\$ 343,068.00
Price / Lowest Price	0.91	1.00	0.53	0.26	0.29	0.80
Financial Score	45.52	50.00	26.32	13.04	14.59	40.08
Technical Score	49.40	36.40	7.00	33.20	42.60	39.40
TOTAL SCORE	94.92	86.40	33.32	46.24	57.19	79.48
RANK	[1]	[2]	[3]	[4]	[5]	[6]

This contract reflects a 14% overall cost savings as shown in Citrin Cooperman Advisors LLC.'s bid response when compared to the current contract (Contract #8002781) pricing. The estimated annual spend bellow is lower than the total price offered in the RFP response due to final negotiations between the Division and Citron Cooperman Advisors LLC.

Contract financials	
Estimated annual spend	\$52,263.80
Estimated 5-year term spend	\$261,319.00
Contingency (25%)	\$65,329.75
Price limitation	\$326,648.75

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. The Department of Administrative Services also requested and received approval from the Commissioner of Department of Information Technology, DoIT project #2025-075. Documents supporting these assertions are available at the agency, for review upon request.

Based on the foregoing, I am respectfully recommending approval of the contract with Citrin Cooperman & Co.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property
RFP Summary

Gary S. Lunetta
Director
(603) 271-2201

TECHNICAL SCORE

	Citrin Cooperman	Enterprise Risk Management	Global Solutions Group	Network Intelligence	Plante & Moran	Protiviti
Company Profile	10	6.8	3	7	9.6	10
Experience	19.8	16.2	2	12.6	17	17
Approach to SOW	20	13	2	14	16	12
VENDOR's Technical Score	49	36	7	33	43	39
Technical Ranking	[1]	[4]	[6]	[5]	[2]	[3]

FINANCIAL SCORE

	Citrin Cooperman	Enterprise Risk Management	Global Solutions Group	Network Intelligence	Plante & Moran	Protiviti
VENDOR Price	\$ 302,100.00	\$ 275,028.00	\$ 343,068.00	\$ 942,680.00	\$ 522,500.00	\$ 1,054,641.00
VENDOR Price / Lowest Price	0.91	1.00	0.80	0.29	0.53	0.26
VENDOR's Financial Score	45.519	50.000	40.084	14.588	26.318	13.039

Financial Evaluation Formula: Lowest overall VENDOR cost / VENDOR cost X 50 = Points Assessed

TOTAL SCORE	94.919	86.400	47.084	47.788	68.918	52.439
	[1]	[2]	[6]	[5]	[3]	[4]

SUMMARY

	Technical Rank	Financial Rank	Final Place
Citrin Cooperman	1	2	1
Entreprise Risk Management	4	1	2
Plante & Moran	2	4	3
Protiviti	3	6	4
Network Intelligence	5	5	5
Global Solutions Group	6	3	6

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Citrin Cooperman Advisors LLC		1.4 Contractor Address 529 Fifth Avenue, 10 th Floor New York, NY 10017	
1.5 Contractor Phone Number 401-421-4800	1.6 Account Unit and Class Various	1.7 Completion Date February 28, 2031	1.8 Price Limitation \$326,648.75
1.9 Contracting Officer for State Agency Gary S. Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 8/27/2025		1.12 Name and Title of Contractor Signatory Kevin Ricci, Partner, Citrin Cooperman Advisors	
1.13 State Agency Signature  Date: 10/6/25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christen Lavers</i> On: 10/9/25			
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

1. MODIFICATION TO GENERAL PROVISIONS:

The General Provisions of this Agreement, as set forth on page one (1) through four (4) of the Form P-37 (the "P-37 General Provisions") to which this Exhibit A is attached, are hereby modified with the terms and conditions set forth below as follows:

1.1. Paragraph 13 of the P-37 General Provisions is deleted in its entirety and replaced with the language appearing below as follows:

1.1.1. 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, or intellectual property infringement 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.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Citrin Cooperman Advisors LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with PCI Qualified Security Assessor Services in accordance with the proposal submission in response to State Request for Proposal #3030-25 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
- 2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," and (2.1.4.) EXHIBIT C "Method of Payment".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon approval of the Governor and Executive Council through February 28, 2031, a period of approximately five (5) years.
- 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK:

- 4.1. The Contractor must be in good standing with the PCI Security Standards Council (PCI SSC) as a PCI Qualified Security Assessor (QSA) for the contract term. The Contract, at the State's discretion may be terminated immediately if the Contractor has been removed from the PCI SSC listing of QSA companies or is placed on remediation status to ensure the most current PCI Data Security Standards are met.
- 4.2. The Contractor and QSA Employee must submit to the State annually evidence that the Contractor and employee have received their annual re-qualification.
- 4.3. The Contractor's employees and its servers must be located within the United States.
- 4.4. The Contractor must be a PCI SSC qualified QSA Company and have at least two (2) qualified QSA employees.
- 4.5. The Contractor must adhere to all business and professional ethics, perform its duties with objectivity, and limit sources of influence that might compromise its independent judgment in performing PCI SSC Assessments.
- 4.6. Each employee of the Contractor should be an employee of the company and have passed a background check, possess sufficient information security knowledge and experience to conduct technically complex security assessments. They must possess a minimum of one (1) year of experience in application security, information systems security, network security, and possess a minimum of one (1) year of experience in each of the following audit/assessment disciplines: IT security auditing, information security risk assessment or risk management.
- 4.7. The Contractor shall validate what system components are in scope for the assessment by gaining a complete understanding of the State's environment. This understanding shall include, but not limited to, all system components, network components, servers (web, application, database, authentication, mail, proxy, network time protocol, domain name server), firewalls, switches, routers, wireless access points, network appliances, security appliances, applications (purchased, custom, internal, and external/internet), applicable manual and automated business processes, and in-house and contracted personnel duties.
- 4.8. The Contractor shall determine what security requirements are applicable to the State.
- 4.9. The Contractor shall verify all technical information provided by the State.

- 4.10. The Contractor shall identify and analyze the State's current information security protocols including a review of the policies, processes, and procedures (to include documentation, system and network device configuration details, and network and application architecture guidelines).
- 4.11. The Contractor shall in accordance with the appropriate Security Assessment Procedures, perform any necessary examinations and sampling of system components and compensating controls deemed in scope and subject to compliance requirements.
- 4.12. The Contractor shall provide all necessary guidance to the State as required to achieve compliance with the appropriate security standards. The Contractor shall use independent judgment to confirm the State has complied with the standards.
- 4.13. The Contractor shall determine all areas where the State may be non-compliant with standards, and the extent of non-compliance.
- 4.14. The Contractor shall identify issues of concern and communicate potential deficiencies or lack of controls that may result in failure to comply with the standards, or which may present a general security risk. Each area of concern must be documented with its level of non-compliance.
- 4.15. The Contractor shall provide all necessary on-going consultant services to support annual compliance requirements.
- 4.16. The Contractor shall prepare all necessary documentation required to demonstrate compliance that the State will in turn submit to the acquiring bank and payment card brands or regulatory authority on an annual basis.
- 4.17. At any time during the terms of this contract, the State may request, and the Contractor shall provide, a Security Assessment for:
 - 4.17.1. A State agency that is accepting credit card payments for the first time,
 - 4.17.2. An existing State agency that proposes to modify their current system/application, and/or
 - 4.17.3. Network or other infrastructure changes that impact the data environment including but not limited to physical location.
- 4.18. The purpose of the Security Assessment shall be to validate the State, as the merchant, remains fully compliant with PCI security standards prior to beginning or modifying their existing system/application. Upon request to said services from the State, the Contractor shall prepare and submit a detailed cost proposal to the State within seven (7) business days.
- 4.19. The Contractor must protect all confidential and sensitive information and adhere to state policies. Adherence must include adequate physical, electronic, and procedural safeguards consistent with industry-accepted practices to protect confidential and sensitive information against any threats or unauthorized access during storage, processing and/or communicating this information.
- 4.20. The Contractor must adhere to a documented process for notifying the State during or in connection with the performance of any PCI SSC Assessment when they have become aware of an actual or suspected breach of cardholder data within the State's environment. Notification shall be made within 12 hours of discovery of an actual or suspected breach. The documentation must include immediately notifying the State in writing of the incident and related findings and informing the State of its obligations in notifying the Participating Payment Brands in accordance with each Participating Payment Brands notification process. It must include a summary of the incident and what actions were taken in connection with the incident and corresponding discovery and/or notification.
- 4.21. For the annual PCI audit, the Contractor shall provide a schedule and work plan, to be approved by the State PCI Compliance Team, demonstrating how the elements of the scope of work will be completed to meet the required deadlines.
- 4.22. The Work Plan shall include all the Contractor's major work activities and shall address all major tasks and subtasks. It shall sufficiently detail milestone dates and responsibilities for meeting the major tasks and subtasks. The Work Plan shall also indicate the labor and commitments of time needed from the State's staff to facilitate the Contractor's work.

- 4.23. For the duration of the annual PCI assessment, there shall be regular bi-weekly status meetings between the Contractor and the State PCI Compliance Team to measure progress against the Work Plan and related milestones.
- 4.24. The Contractor will update the Work Plan bi-weekly, and shall include, at a minimum, the following:
 - 4.24.1. Project status related to the Project Work Plan and Milestones.
 - 4.24.2. Accomplishment(s) during the past bi-weekly period being reported.
 - 4.24.3. Planned activities for the upcoming bi-weekly period.
 - 4.24.4. Future activities; and
 - 4.24.5. Summary of concerns along with Contractor recommendations on resolution.
- 4.25. The Contractor shall prepare and submit a Report on Compliance (ROC) to the State. The Contractor's ROC must be a formal report that is prepared in accordance with the PCI SSC requirements containing:
 - 4.25.1. Contact Information and Report Date,
 - 4.25.2. Executive Summary,
 - 4.25.3. Description of Scope of Work and Approach Taken; and
 - 4.25.4. A list of Findings and Observations in both PDF and spreadsheet formats.
- 4.26. The ROC shall be written to encompass all State Agencies accepting payment cards. The Contractor shall provide a preliminary ROC after the initial assessment that will be presented to the State. If required, the State will complete any necessary remediation before a final ROC is presented. The State may request remediation support services from the Contractor; this will solely be at the discretion of the State.
- 4.27. After the State team has reviewed the preliminary ROC and any necessary remediation is completed by the State, the requested changes and/or edits will be submitted to the Contractor. Once the accuracy of the report is agreed upon, the Contractor will make the updates to the report. The final ROC will be prepared by the Contractor and presented to the State at least five (5) days prior to being presented to the State's acquiring bank and the payment card brands.
- 4.28. The Contractor shall provide an Attestation of Compliance (AOC) form that shall accompany the ROC for filing with the State's acquiring bank. The AOC shall include such assertions as are required by payment card brands to ensure that accuracy and completeness of the ROC.
- 4.29. After the ROC and AOC have been completed, the Contractor will be required to draft a Post Assessment Executive Report to be reviewed with and approved by the PCI Compliance Team.
- 4.30. The report shall include, but is not limited to, the following:
 - 4.30.1. High-level summary of overall State compliance.
 - 4.30.2. High-level summary of control strengths and weaknesses.
 - 4.30.3. High-level summary of applied compensating controls that were put in place to address areas of non-compliance and recommended long term solutions; and
 - 4.30.4. High-level summary of short and long-term changes that the State should consider to reduce overall PCI compliance exposure and future costs.
- 4.31. Prior to and/or after completion of the assessment, the Merchant Card Services Administrator, may request that the Contractor make an oral presentation to the agencies included in the assessment along with senior executive staff.
- 4.32. Details of the Data Environment will only be released to the awarded Contractor.
- 4.33. The Contractor shall provide the State, or any authorized agents, access to any records or copies of said records, necessary to determine compliance.
- 4.34. The Contractor shall retain records for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State or a third

party. Such records shall be available for any PCI reviews as part of its normal QSA Quality Assurance review process.

5. COMMERCIAL REQUIREMENTS:

- 5.1. The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- 5.2. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 5.3. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 5.4. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 5.5. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.6. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.7. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.8. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.9. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.10. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.11. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

6. USAGE REPORTING:

- 6.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Purchase and Property, Abbie Poole and sent electronic to Abigail.F.Poole@DAS.NH.Gov. At a minimum, the Report shall include:

- 6.1.1. Contract Number
- 6.1.2. Utilizing Agency and Eligible Participant
- 6.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 6.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 6.1.5. In Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 7.1. The Contractor shall provide all PCI Qualified Security Assessor services strictly pursuant to, and in conformity with, the specifications described in State RFP 3030-25, as described herein, and under the terms of this Contract.
- 7.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 7.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 7.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 7.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 7.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

8. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

- 8.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

9. CONFIDENTIALITY & CRIMINAL RECORD:

- 9.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

10. CONTRACT PRICE:

10.1. The Contractor hereby agrees to provide PCI Qualified Security Assessor services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$326,648.75; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

11. PRICING STRUCTURE:

SERVICE TYPE	SERVICE DESCRIPTION	PRICING
Payment Card Industry (PCI) Council Approved Quality Security Assessors (QSAs) and related QSA Consulting Services	QSA Services for Eligible Entity PCI Compliance PCI	<p>\$235 per hour (billed based upon use or maximum obligation SOW)</p> <p>PCI DSS Annual Assessment</p> <p>Year 1 \$51,641</p> <p>Year 2 \$51,641</p> <p>Year 3 \$51,641</p> <p>Year 4 \$53,198</p> <p>Year 5 \$53,198</p>

11.1. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time.

12. INVOICE:

12.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

12.2. Contractor shall be paid by Procurement Card when invoice is received and upon acceptance of the work to the State's satisfaction.

12.3. The invoice shall be sent to the address of the using agency under agreement.

13. PAYMENT:

13.1. Payments shall be made via P-Card.