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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

December 4, 2017

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

Retroactive

Requested Action

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to **retroactively** enter into a contract with ONSOLVE, LLC (VC#220207-P001) 780 W. Granada Blvd, Ormond Beach FL, in the amount of $105,000.00 for the purpose of providing a hosted Web-based cellular phone notification system and associated services for HSEM to alert and warn the public of any impending dangers. Effective upon Governor and Council approval for the period of January 1, 2018 through December 31, 2020, with an option to renew for up to three years. Funding source: 100% Federal Funds.

Funding is available in the SFY2018 operating budget and contingent upon continued appropriations in SFY2019, SFY2020, and SFY2021 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-23100-11180000 Dept. of Safety – Office of Commissioner – Homeland State Agency Grants
072-500576 Grants-Federal – Grants to other State Agencies-Federal

SFY2018	SFY2019	SFY2020	SFY2021	Total
$17,500.00	$35,000.00	$35,000.00	$17,500.00	$105,000.00

Explanation

This request is **retroactive** due to a lengthier contract negotiation period than originally anticipated. This contract provides a commercial-off-the-shelf (COTS) hosted Web-based cellular phone notification system and associated services for HSEM to alert and warn the public of any impending dangers. This is a non-exclusive, firm fixed price (FFP) contract with price and term limitations as set forth in the contract. A Request for Proposals (RFP) was posted on the State's website from August 8, 2017 through September 8, 2017, with ONSOLVE, LLC being the only vendor to submit a proposal. The proposal was evaluated and scored by a five-person review panel. The panel concluded that ONSOLVE, LLC's proposal met the RFP requirements; therefore, the vendor was awarded the contract.

Respectfully submitted,

John J. Barthelmes
Commissioner

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

November 28, 2017

John J. Barthelmes, Commissioner
Department of Safety
State of New Hampshire
110 Smokey Bear Boulevard
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract with Onsolve, LLC, of Ormond Beach, FL as described below and referenced as DoIT No. 2018-050.

> The purpose of this request is to enter into a contract with Onsolve, LLC. to provide DOS, HMES a hosted, web based, cellular phone notification system, associated services, and continued system access to CodeRED keeping the State of New Hampshire staff and New Hampshire residents safe and informed with the quick notification of time-sensitive, emergencies, and day-to-day operational updates.
>
> The amount of the contract is not to exceed $105,000, and shall become effective upon Governor and Council approval through December 31, 2020.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-050

cc: Scott Hopkins, IT Manager, DoIT

ATTACHMENT 1
DOS 2018-003 Proposal Scoring Sheet.xlsx

OnSolve, LLC.	*Possible Points*	Average Points Awared
1. Proposed Solution	*40*	**37**
Overall Fit: (20 possible points) Features & Optional Features	*7*	6
Usability	*7*	6
Estimated Size of Subscriber Base	*6*	6
Software Architecture: (20 possible points) Fulfills Business Requirements	*8*	8
Adaptability for HSEM Changes	*4*	4
Adaptability for Federal Changes	*4*	4
Accommodation for Growth	*4*	3
2. Venders Technical, Service, & PM experience	*15*	**14**
Technical Expertise	*5*	5
Implementation and Maintenance Solution	*5*	5
Ability to Provide Professional Services and Support	*5*	4
3. Vendor Co and Staffing qualifications	*5*	**5**
Corporate Qualifications (including time in operation and stability)	*2*	2
Company References	*1*	1
Financial Strength	*1*	1
Outstanding Litigation	*1*	1
4. Solution Cost	*40*	**40**
(Lowest Proposed Cost / Vendor's Proposed Cost) times NUMBER OF maximum points for Solution costs	*40*	40
Total Points	*100*	**96**

Review Team:

Mike Todd, DOS Public Information Officer
Fallon Reed, HSEM Planning Section Chief
Jeff Ladieu, State Police Commander, Headquarter's Communication
Scott Hopkins, DOIT Information Technology Manager
Matt Hotchkiss, HSEM Finance Administrator

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 Safety - Homeland Security and Emergency Management		1.2 State Agency Address 110 Smokey Bear Blvd. Concord, NH 03301	
1.3 Contractor Name OnSolve, LLC fka Emergency Communications Network, LLC		1.4 Contractor Address 780 W. Granada Blvd. Ormond Beach, FL 32174	
1.5 Contractor Phone Number 386-676-0294	1.6 Account Number 08590000 ~~01180000-500576~~	1.7 Completion Date December 31, 2020	1.8 Price Limitation $105,000
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Dominic Bongo		1.12 Name and Title of Contractor Signatory Dominic Bongo, Executive Vice President of Finance	

1.13 Acknowledgement: State of Florida, County of Volusia

On 11/28/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Jodi M Baker

JODI M BAKER
MY COMMISSION #FF081079
EXPIRES January 9, 2018
(407) 398-0153 FloridaNotaryService.com

1.13.2 Name and Title of Notary or Justice of the Peace

JODI M. BAKER, NOTARY

1.14 State Agency Signature Date: 12/5/17	1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 12/11/2017
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MB
Date 11/28/17

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials DB
Date 11/28/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MB
Date 11/28/17

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by OnSolve and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, OnSolve's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	OnSolve's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that OnSolve has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and OnSolve, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and OnSolve who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
OnSolve	OnSolve, LLC f/k/a Emergency Communications Network, LLC whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which OnSolve must cure the default identified.
Custom Code	Code developed by OnSolve specifically for this project for the State of New Hampshire
Custom Software	Software developed by OnSolve specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by OnSolve during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and

	of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by OnSolve to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	Upon Governor and Council approval.
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of OnSolve's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
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.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved

Key Project Staff	Personnel identified by the State and by OnSolve as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to OnSolve to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating 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 an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and OnSolve's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by OnSolve to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and OnSolve's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)

Project Staff	State personnel assigned to work with OnSolve on the Project
Proposal	The submission from a OnSolve in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. OnSolve allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between OnSolve and the State specifying the level of Service that is expected of, and provided by, OnSolve during the term of the Contract.
Services	The work or labor to be performed by OnSolve on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by OnSolve under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by OnSolve in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this 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	STATE is defined as: State of New Hampshire Department of Safety, Homeland Security and Emergency Management (DOS, HSEM)

	110 Smokey Bear Blvd. Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and OnSolve. The Contract Agreement SOW defines the results that OnSolve remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, OnSolve, which is performing Services under this Contract under a separate Contract with or on behalf of OnSolve
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to OnSolve, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: **(1)** consistent with Statement of Work within statement of Services; **(2)** not constitute a new assignment; and **(3)** not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when OnSolve is supporting System changes.
UAT	User Acceptance Test

Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which OnSolve is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by OnSolve during the Warranty Period.
Work Hours	OnSolve personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by OnSolve either in paper or electronic format.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Safety ("DOS"), Homeland Security and Emergency Management ("HSEM")(DOS and HSEM, collectively, the "State"), and OnSolve, LLC, a Delaware limited liability company, ("OnSolve"), having its principal place of business at 780 W. Granada Boulevard, , Ormond Beach, FL 32174.
This purpose of this contract is to implement a hosted, WEB based, cellular phone Notification system and associated services for DOS, HSEM to alert & warn the public of any impending dangers.

RECITALS

The State desires to have OnSolve provide a Commercial-off-the-shelf Software System, and associated Services for the State;

OnSolve wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – Consolidated Exhibits
Exhibit A- Contract Deliverables
Exhibit B- Price and Payment Schedule
Exhibit C- Special Provisions
Exhibit D- Implementation Services
Exhibit E- Security and Infrastructure
Exhibit F- Testing Services
Exhibit G- Maintenance and Support Services
Exhibit H- Requirement Responses
Exhibit I- Intentionally Omitted
Exhibit J- Software License and related Terms
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- OnSolve Proposal, by reference

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

a. State of New Hampshire, DOS, HSEM Contract 2018-003.
b. DOS RFP 2018-003 Mass Notification System; then

c. OnSolve's Proposal, dated September 8, 2017.

1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through December 31, 2020. The Term may be extended up to three (3) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2023.

OnSolve shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require OnSolve to commence work prior to the Effective Date; however, if OnSolve commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of OnSolve. In the event that the Contract does not become effective, the State shall be under no obligation to pay OnSolve for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of OnSolve's obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other entities or persons to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. OnSolve shall not be responsible for any delay, act, or omission of such other entities or persons, except that OnSolve shall be responsible for any delay, act, or omission of the other entities or persons if such delay, act, or omission is caused by or due to the fault of OnSolve.

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both OnSolve and State personnel. OnSolve shall provide all necessary resources to perform its obligations under the Contract. OnSolve shall be responsible for managing the Project to its successful completion.

3.1 OnSolve's Contract Manager

OnSolve shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. OnSolve's Contract Manager is:

Chris Higgs
Regional Sales Manager
780 W Granada Blvd
Tel: 386 676-0294
Fax: 386 615-1371
Email: chris.higgs@onsolve.com

3.2 OnSolve's Project Manager

3.2.1 Contract Project Manager

OnSolve shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. OnSolve's selection of the OnSolve 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 OnSolve Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of OnSolve's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 OnSolve 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 OnSolve's representative for all administrative and management matters. OnSolve's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. OnSolve's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. OnSolve's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 OnSolve shall not change its assignment of OnSolve Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of OnSolve's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than OnSolve Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager,* and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. OnSolve shall assign a replacement OnSolve Project Manager within ten (10) business days of the departure of the prior OnSolve Project Manager, and

OnSolve shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim OnSolve Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare OnSolve in default and pursue its remedies at law and in equity, if OnSolve fails to assign an OnSolve Project Manager meeting the requirements and terms of the Contract.

3.2.5 OnSolve Project Manager is:

Judy Ortutay
Director of Projects and Implementation
780 W Granada Blvd
Tel: 386 676-0294
Fax: 386 615-1371
Email: Judy.Ortutay@onsolve.com

3.3 OnSolve Key Project Staff

3.3.1 OnSolve shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *Requirements /Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on OnSolve Key Project Staff. The State reserves the right to require removal or reassignment of OnSolve's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Part 2, Section 3.6: *Reference and Background Checks.*

3.3.2 OnSolve shall not change any OnSolve Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of OnSolve Key Project Staff will not be unreasonably withheld. The replacement OnSolve Key Project Staff shall have comparable or greater skills than OnSolve Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare OnSolve in default and to pursue its remedies at law and in equity, if OnSolve fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with OnSolve's replacement Project staff.

3.3.3.1 OnSolve Key Project Staff shall consist of the following individuals in the roles identified below:

OnSolve's Key Project Staff:

Key Member(s)	Title
Troy Harper	General Manager of Government Solutions
Tracy Cervi	Operations Supervisor
Kyle Janovsky	Product Manager

3.4 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:

Perry E. Plummer
Director of Homeland Security and Emergency Management
33 Hazen Drive, Concord, NH 03305
Tel: (603) 223-3637
Fax: (603) 271-6336
Email: perry.plummer@dos.nh.gov

3.5 State Project Manager

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

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

The State Project Manager is:

Fallon Reed
DOS HSEM
33 Hazen Drive Concord, NH 03305
Tel: (603) 223-3628
Fax: (603) 223-3609
Email: fallon.reed@dos.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the OnSolve Project Manager and OnSolve Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 OnSolve Responsibilities

OnSolve shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

OnSolve may subcontract Services subject to the provisions of the Contract. OnSolve must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider OnSolve to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

OnSolve shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, OnSolve represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from OnSolve that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the specifications outlined in the contract. The State will notify OnSolve in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of OnSolve's written Certification. If the State rejects the Deliverable, the State shall notify OnSolve of the nature and class of the Deficiency and OnSolve shall correct the Deficiency within the period identified in the Work Plan. If no period for OnSolve's correction of the Deliverable is identified, OnSolve shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify OnSolve of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If OnSolve fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require OnSolve to continue until the Deficiency is corrected, or immediately terminate the Contract, declare OnSolve in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

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

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 COTS Software and Documentation

OnSolve shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.2 COTS Software Support and Maintenance

OnSolve shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

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

5.4 Title

OnSolve must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

OnSolve shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

OnSolve shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 Administrative Services

OnSolve shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 Implementation Services

OnSolve shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 Testing Services

OnSolve shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

7.4 Training Services

OnSolve shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services.*

7.5 Maintenance and Support Services

OnSolve shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support.*

8. WORK PLAN DELIVERABLE

OnSolve shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. OnSolve shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

In the event of any delay in the Schedule, OnSolve must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of OnSolve or the State causing

the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by OnSolve to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from OnSolve's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with OnSolve's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

OnSolve may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to OnSolve's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must 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.

All Change Order requests from OnSolve to the State, and the State acceptance of OnSolve's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, OnSolve shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to OnSolve provided Software, and their associated Documentation including any and all performance enhancing operational plans and OnSolve's special utilities. OnSolve shall license back to the State the right to use such software, source code, object code, modifications, reports, and Documentation developed under the Contract for the duration of the Contract.

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

10.1 State's Data

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.2 OnSolve's Materials

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records provided to OnSolve by the State which are not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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, except for the community notification enrollment page used by OnSolve to access their Software as a Service (SaaS) services. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.4 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

11.2 State Confidential Information

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

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

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

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

11.3 OnSolve Confidential Information

Insofar as OnSolve seeks to maintain the confidentiality of its confidential or proprietary information, OnSolve must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that OnSolve considers

the Software and Documentation to be Confidential Information. OnSolve acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by OnSolve as confidential, the State shall notify OnSolve and specify the date the State will be releasing the requested information. At the request of the State, OnSolve shall cooperate and assist the State with the collection and review of OnSolve's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be OnSolve's sole responsibility and at OnSolve's sole expense. If OnSolve 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 OnSolve, without any liability to OnSolve.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 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. Subject to applicable laws and regulations, the State's liability to OnSolve shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 OnSolve

Subject to applicable laws and regulations, in no event shall OnSolve be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and OnSolve's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to OnSolve's indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 Survival

This *Contract Agreement*- Part 2-Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

a. Failure to perform the Services in accordance with the Contract or on schedule;
b. Failure to submit any report required under the Contract; and/or
c. Failure to perform any other covenant, term or condition of the Contract

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

a. Unless otherwise provided in the Contract, the State shall provide OnSolve written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If OnSolve fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving OnSolve notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

b. Give OnSolve a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to OnSolve during the period from the date of such notice until such time as the State determines that OnSolve has cured the Event of Default shall never be paid to OnSolve.

c. Set off against any other obligations the State may owe to OnSolve any damages the State suffers by reason of any Event of Default;

d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and OnSolve 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.

13.1.2 OnSolve shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to OnSolve. In the event of a termination for convenience, the State shall pay OnSolve the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, OnSolve shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if OnSolve did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by OnSolve, the State shall be entitled to pursue the same remedies against OnSolve as it could pursue in the event of a default of the Contract by OnSolve.

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require OnSolve to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated, provided that OnSolve shall not be required to deliver any portion of its SaaS.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, OnSolve 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 thirty (30) 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 OnSolve and in which the State has an interest;

d. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

In the event that OnSolve should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with OnSolve, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with OnSolve, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to OnSolve, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 OnSolve shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 OnSolve shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve OnSolve of any of its obligations under the Contract nor affect any remedies available to the State against OnSolve that may arise from any event of default of the provisions of the contract. The State shall consider OnSolve to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit OnSolve from assigning the Contract to the successor of all or substantially all of the assets or business of OnSolve provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that OnSolve should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with OnSolve, its successors or assigns for the full remaining term of the Contract; continue under the Contract with OnSolve, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to OnSolve, its successors or assigns.

16. 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:

Dispute Resolution Responsibility and Schedule Table

LEVEL	OnSolve	STATE	CUMULATIVE ALLOTTED TIME
Primary	OnSolve Project Manager Judy Ortutay	State Project Manager (PM) Fallon Reed	5 Business Days
First	OnSolve Contract Manager Chris Higgs	State Project Management Team (PMT) Perry Plummer, HSEM Director	10 Business Days
Second	Onsolve Key Project Staff Troy Harper, Tracy Cervi and Kyle Janovsky	John J. Barthelmes DOS Commissioner	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.

17. ESCROW OF CODE

a. Not Used

18. GENERAL PROVISIONS

18.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

OnSolve must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

The State agency will work with OnSolve to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for OnSolve's staff.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide OnSolve with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow OnSolve to perform its obligations under the Contract.

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.6 Computer Use

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"), OnSolve understands and agrees to the following rules:

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 OnSolve access or attempt to access any information without having the express authority to do so.

c. That at no time shall OnSolve access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times OnSolve 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 OnSolve. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

18.7 Email Use

Mail 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". OnSolve understand and agree that use of email shall follow State standard policy (available upon request).

18.8 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 (available upon request).

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

Neither OnSolve 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.

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

18.11 Insurance

18.11.1 OnSolve Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

18.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

18.12 Exhibits

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

18.13 Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2018-003- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

OnSolve shall provide the State with the CodeRED System which will meet and perform in accordance with the Specifications and Deliverables.

Prior to the commencement of work on Non-Software and Written Deliverables, OnSolve shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all testing.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table A-1 Implementation Schedule

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.
Develop and program custom NH Alert branding for CodeRED Mobile Alert App	SW	
Test that custom branded NH Alert CodeRED Mobile Alert App can receive notifications from the State's CodeRED System	Non SW	This Agreement upgrades that system to include: 1) the ability to use the 30,000 minutes to call land lines and mobile phones for citizens and businesses that opt-in using a Community Notification Enrollment Page; 2) weather alerts to landlines and mobile phones that opt-in using a Community Notification Enrollment Page; 3) weather alerts to the NH Alert branded CodeRED Mobile (as described in the RFP response); 4) and unlimited notifications from the State to the NH Alert branded CodeRED Mobile (as described in the RFP response). In the event the E-911 Agreement is terminated, this Agreement would continue to provide the weather alerts and general alerts to the NH branded CodeRED Mobile, and weather alerts to land lines and mobile phones that opt-in using a

		Community Notification Enrollment Page; only the internal notifications, non-weather notifications to landlines and mobile phones that opted-in using a Community Notification Enrollment Page, and IPAWS functionality would be terminated. OnSolve will conduct testing to ensure that the current CodeRED system works with the additional features provided under this Agreement.
Provide logins and passwords	Non SW	The State may use its existing logins and passwords for the CodeRED solution.
Conduct training Sessions and provide training documents	Non SW	Training is done online using the State's existing CodeRED solution

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services*. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2018-003- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

This is a Firm Fixed Price (FFP) Contract totaling $105,000 for the period between the Effective Date through December 31, 2020. OnSolve shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow OnSolve to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

1.1 Payment Year 1

Payment year 1 includes the continued maintenance of the CodeRED System and upgrade to the System Minutes.

Table B-1.1: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Update CodeRED to include 30,000 System Voice Minutes	SW		Included
2	Marketing design and assistance for State Outreach Program to promote "NH Alert" App	Written		Included
3	Ongoing technical assistance for each contracted service	SW		Included
8	Payment Total			$35,000

1.2 Payment Year 2

Payment year 2 includes the continued maintenance of the CodeRED System.

Table B-1.2: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Update CodeRED to re-fill the System Minutes to 30,000 System Voice Minutes	SW		Included
2	Marketing design and assistance for State Outreach	Written		Included

	Program to promote "NH Alert" App			
3	Ongoing technical assistance for each contracted service	SW		Included
8	Payment Total			$35,000

1.3 Payment Year 3

Payment year 3 includes the continued maintenance of the CodeRED System and upgrade to the System Minutes.

Table B-1.3: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Update CodeRED to re-fill the System Minutes to 30,000 System Voice Minutes	SW		Included
2	Marketing design and assistance for State Outreach Program to promote "NH Alert" App	Written		Included
3	Ongoing technical assistance for each contracted service	SW		Included
8	Payment Total			$35,000

1.4 Summary of Costs for Installation, Testing, Licensing and Maintenance

Software	Cost Year 1	Max Cost Year 2	Cost Year 3
Basic Emergency Messaging	Table B1-1	Table B1-2	Table B1-3
Total cost	$35,000	$35,000	$35,000

2. TOTAL 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 $105,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to OnSolve for all fees and expenses, of whatever nature, incurred by OnSolve in the performance hereof.

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.

3. INVOICING

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

OnSolve will bill the State for each six month period of the contract term beginning with January 1, 2018, as follows:

Invoice #1 will be for the period of January 1, 2018 through June 30, 2018.
Invoice #2 will be for the period of July 1, 2018 through December 31, 2018.
Invoice #3 will be for the period of January 1, 2019 through June 30, 2019.
Invoice #4 will be for the period of July 1, 2019 through December 31, 2019.
Invoice #5 will be for the period of January 1, 2020 through June 30, 2020.
Invoice #6 will be for the period of July 1, 2020 through December 31, 2020.

12/12/17

12/18/17

Upon receipt 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.

Invoices shall be sent to:
Department of Safety
Business Office
33 Hazen Drive
Concord, NH 03305

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
OnSolve
Attn: Accounting
780 W. Granada Blvd.
Ormond Beach, FL 32174

5. OVERPAYMENTS TO OnSolve

OnSolve 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.

6. CREDITS

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2018-003- PART 3
EXHIBIT C
SPECIAL PROVISIONS

1. Form P-37 Section 17. NOTICE- Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

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 following addresses.

TO OnSolve:
Attn: Contracts Management
780. W. Granada Blvd.
Ormond Beach, FL 32174
Tel: (386) 676-0294

TO STATE:
State of New Hampshire
Department of Safety
33 Hazen Drive
Concord, NH 03305
Tel: (603) 223-8000

2. Form P-37 Section 14. INSURANCE

Both parties agree to amend section 14.1.1 of the Agreement Part 1 of the Contract 2018-003 in order to show the amount of insurance is in agreement with OnSolve's coverage currently in force for comprehensive general liability in the amount of $1,000,000.00- for each occurrence and the excess/umbrella liability in the amount of $5,000,000 for each occurrence.

3. EXTENSION

This agreement has the option for a potential extension up to (3) three years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

OnSolve Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Introductory Meeting:** Participants will include OnSolve Key Project Staff and State Project leaders from both the Department of Safety, the Department of Homeland Security and Emergency Management and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

b. **Kickoff Meeting**: Participants will include the State and OnSolve Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

c. **Status Meetings**: Participants will include, at the minimum, the OnSolve Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from OnSolve shall serve as the basis for discussion.

d. **Special Meetings**: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

The State expects OnSolve to prepare agendas and background for and minutes of meetings. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be OnSolve's responsibility.

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

1. Deliverable status;
2. Accomplishments during weeks being reported;
3. Planned activities for the upcoming two (2) week period;
4. Future activities; and
5. Issues and concerns requiring resolution.
6. Report and remedies in case of falling behind Schedule

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

2. STATE-OWNED DOCUMENTS AND DATA

OnSolve shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract. Upon expiration or termination of the Contract with the State, OnSolve shall turn over all State Data relating to the Contract to the State at no additional cost to the State. State Data must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

OnSolve shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *OnSolve Records Retention.*

OnSolve and its Subcontractors shall maintain 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. OnSolve 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. OnSolve shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to OnSolve's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

OnSolve shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and OnSolve shall maintain records pertaining to the Services and all other costs and expenditures.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. OnSolve shall employ an Implementation strategy.

B. OnSolve and the State shall adopt a change management approach to identify and plan

key strategies and communication initiatives.

C. The OnSolve team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

E. OnSolve shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for the new system. A focus on technology transition shall be deemed a priority.

F. OnSolve shall manage Project execution and provide the tools needed to create and manage the Project and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

G. OnSolve shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

1.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.3 Change Management and Training

OnSolve's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

The OnSolve team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

State	OnSolve	Comments
Include Weather Warning sign up link on State websites for notifications to land lines	Update existing DOS CodeRED account with additional Weather Warning features for land lines	This feature will be retained, notwithstanding termination of the E-911 Agreement
Perform comprehensive testing of custom NH Alert branded CodeRED Mobile Alert App	Develop custom NH Alert branding for the CodeRED Mobile Alert App	
Attend training sessions	Update existing DOS CodeRED account to allow calling minutes to be used to notify landlines. Provide live Internet training on multiple system functions, including launching to the custom NH Alert branded CodeRED Mobile Alert App	The ability to use calling minutes to notify landlines or to call internal staff recipients would be removed if the E-911 Agreement was terminated. The ability to send notifications to the custom NH Alert branded CodeRED Mobile Alert App would be retained, notwithstanding termination of the E-911 Agreement.
	Provide a designated client support representative(s) that will be dedicated to the State's account for the Contract duration	This feature will be retained, notwithstanding termination of the E-911 Agreement
	Provide supplemental training, refresher courses, and webinars, both live and through online manuals	This feature will be retained, notwithstanding termination of the E-911 Agreement

1. SECURITY

OnSolve shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Section III of the Request for Proposal. OnSolve shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2018-003- PART 3
EXHIBIT F
TESTING SERVICES

OnSolve shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

OnSolve shall employ an integrated and coherent approach to complete system testing, deficiency correction, acceptance, training, and warranty service to insure successful completion of the project as required under the contract. OnSolve must deliver a fully developed and thoroughly tested product following its own SDLC methodology. OnSolve must include any scheduling assumptions regarding the State resource efforts required during acceptance training. OnSolve is responsible for designing, building and testing the NH branded mobile application per State specifications as set forth herein.

OnSolve shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. OnSolve will also provide training as necessary to the State staff responsible for test activities.

All Testing shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include test scenario and script development, Data and System preparation for testing, and support of the State during testing.

In addition, OnSolve shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. OnSolve shall also correct Deficiencies and support required re-testing.

1. SYSTEM MAINTENANCE

OnSolve shall maintain and support the system in all material respects as described in the applicable program documentation for three (3) years of maintenance after delivery and the warranty period of ninety (90) days.

1.1 OnSolve's Responsibility

OnSolve will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

OnSolve shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 OnSolve's Responsibility

OnSolve will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

a. Class A Deficiencies - OnSolve shall have available to the State on-call telephone assistance, with issue tracking available to the State eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or OnSolve shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies –The State shall notify OnSolve of such Deficiencies during regular business hours and OnSolve shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 OnSolve shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 OnSolve shall maintain a record of the activities related to warranty repair or- maintenance activities performed for the State;

3.3 For all maintenance Services calls, OnSolve shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution

information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

3.4 OnSolve must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

3.5 If OnSolve fails to correct a Deficiency within the allotted period of time stated above, OnSolve shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.2, as well as to return OnSolve's product and receive a refund for all amounts paid to OnSolve, including but not limited to, applicable license fees, within ninety (90) days of notification to OnSolve of the State's refund request

3.6 If OnSolve fails to correct a Deficiency within the allotted period of time Stated above, OnSolve shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.2.

OnSolve Responses to Appendix C in the RFP

Note – Even though the OnSolve proposal builds upon and leverages the current E-911 CodeRED application, should this application be no longer be available, the services provided by OnSolve through and in support of the NH Alerts application, with respect to the requirements listed below as well as other services provided in fulfillment of other RFP 2018-003 requirements, remain unchanged.

Table C-2 General System Requirements - OnSolve Response Checklist

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N (SEE ABOVE)	OnSolve COMMENTS
	BUSINESS REQUIREMENTS			
B-1	System shall be advertised and branded (named) as NH Alerts. This will include the application name and connections, the database and all required data, and the Icon used on all mobile devices to access the application. The name shall be the property of the State and shall survive the contract.	M	Y	As the State's current Mass Notification provider, OnSolve has established and branded a NH Alerts Mobile App, along with other components. The branded NH mobile alert app is recognized by residents and staff of NH. This is a cost savings to the State as no additional work or training is required.
B-2	At State's request and in a format and organization conforming to State's stated needs, Vendor shall supply all contact information for: 1) all service subscribers, and 2) all recipients of vendor's notifications.	M	Y	OnSolve will continue to send quarterly reports to the State with the required information.
B-3	If downloadable application is used, the subscriber must be able to modify sound options for notification to include silence of application, modify ring tone, etc.	M	Y	The NH Alerts Mobile App, sounds notification options can be modified. These modifications are controllable by the device type and manufacturer's settings.
B-4	Vendor shall provide quarterly reports to the State of number of subscribers by notification method.	M	Y	Quarterly reports are provided upon request.
B-5	Vendor shall provide a plan to migrate all subscribers of the current system to the vendor hosted solution.	M	Y	As the State's current provider, continuing services with OnSolve will be

				seamless, effortless and cost effective as no migration will be required.
B-6	System shall be run through mobile devices operated by New Hampshire citizens.	M	Y	The NH Alerts Mobile App, is a GPS based mobile application free for download by any citizen of the state of New Hampshire. This life safety application allows residents to receive public safety notices issued by the State of New Hampshire and severe weather warnings directly from the National Weather Service no matter where they are traveling.
B-7	System will send notifications such as Amber Alerts, critical life/safety alerts, traffic alerts and NWS NOAA watches and warnings.	M	Y	The NH Alerts Mobile App utilizes a variety of alerts including IPAWS, NWS NOAA.
B-8	System must have the capability to limit the geographic alert area to which the message is sent according to the needs of the State. In some cases this may extend beyond the boundaries of a town, county or State.	M	Y	The CodeRED solution utilizes Esri-based geographic maps to determine specific areas for notification as required.
B-9	System must notify individuals who travel into the designated area during the time period of the message.	M	Y	Residents and travelers who either sign up on the State's page or have the CodeRED mobile app will receive notifications issued by the State of New Hampshire and severe weather warnings directly from the National Weather Service no matter where they are traveling.
B-10	Subscriber must have the option of not receiving messages, either by not downloading required application or by easily disabling pre-loaded application.	M	Y	All CodeRED subscribers have the ability to control the opt-in settings or un-install the CodeRED mobile app.
B-11	If downloadable application is required, it must be compatible with the majority of currently used operating systems, be free of charge, and not require a user account/password.	M	Y	The current CodeRED NH Alerts Mobile App is a free and available for Android, iOS, and Windows devices. Registration is recommended, but not required.

B-12	System shall have a public access web portal which allows the subscriber to register into the system, identify their location, provide contact information, and opt in to various notification groups, including traffic and weather.	O	Y	The current Community Notification Enrollment (CNE) does provide the ability to allow residents to register for notifications based on specific categories or interests, such as specific neighborhoods, crime information, weather information, special needs considerations, etc.
B-13	Notifications will persist throughout a time period defined by the State or will persist until cancelled by the State.	M	Y	The State has the option to set notification time-frames to expire within a specified time or cancelled.
B-14	System shall allow the ability to cancel a notification.	M	Y	The State has the option to cancel notifications.
B-15	Vendor must provide secure access to notice origination features via role based permissions, preferably through State Of NH Active Directory.	M	Y	The CodeRED solution provides the ability to utilize Active Directory Federated Services (ADFS) to control authorized user names and passwords. The CodeRED solution utilizes a role-based passcode driven model allowing the State to determine features and functionality by authorized users.
B-16	System shall have "hands-free" mode for notification of subscribers to comply with NH RSA 265:79-c Use of Mobile Electronic Devices While Driving.	M	Y	The current NH Alerts Mobile App offers a hands-free feature.
B-17	System shall have a reply to message ability for user.	O	Y	The CodeRED solution provides Two-Way Messaging as a standard feature that allows message recipients (subscribers) the ability to provide a yes/no response or short-answer response, if the State requires.
B-18	System shall support Email notifications.	M	Y	The CodeRED solution supports email notifications.
B-19	System shall support SMS notifications.	M	Y	The CodeRED solution supports SMS notifications.

B-20	System shall support social media notifications.	M	Y	The CodeRED solution supports social media notifications.
B-21	System shall support phone calls to landlines and mobile devices.	M	Y	The CodeRED solution supports phone calls to landlines and mobile devices.
B-22	System shall support live voice recordings.	M	Y	The CodeRED solution provides the ability for authorized user to record live voice messages through an Interactive Voice Recorder (IVR) or the CodeRED NH Alerts Mobile Launcher App will allow the recording of live messages directly thorough the phone or other wireless device.
B-23	System shall support text-to-speech notifications.	M	Y	The CodeRED solution provides a clear, easy-to-understand text-to-speech message for notifications.
B-24	Notifications shall have the ability to contain audio.	M	Y	The CodeRED solution provides audio in the notifications.
B-25	Notifications shall have the ability to contain video.	O	Y	Currently, video file attachments are not supported. However, this is an enhancement that will be available in the near future.
B-26	Notifications have the ability to contain file attachments.	M	Y	The CodeRED solution provides the ability for file attachments.
B-27	System shall allow for notifications to be scheduled for delivery based on date and time.	M	Y	The CodeRED solution allows notifications to be scheduled for a specific data and time. Scheduled notifications can be set to recur on a daily, weekly, or monthly basis.
B-28	System shall allow for the creation and storage of predefined messages/scenarios/audiences. The system shall be able to store templates with content and target groups for later deployment.	M	Y	The CodeRED solution allows for the creation of unlimited messages/scenarios/audiences. These messages can be stored for quick access, and may be modified prior to

				launch of the notification, if necessary.
B-29	System shall utilize a mobile app, or "mobile friendly" method for administrators to initiate notifications from a mobile device.	M	Y	The NH Alerts Mobile Launcher App provides an authorized user the ability to launch notifications directly from a smart phone, IOS or wireless device.
B-30	System shall have the ability to display notifications on the hosted solutions public portal and/or mobile app.	M	Y	The NH Alerts Mobile App currently has these in place.
B-31	System allows the State to designate user groups for purpose of staff notifications, emergencies and continuity of operations.	M	Y	The CodeRED solution provides the ability to have unlimited users and groups within the system.
B-32	System shall have the ability to conduct phone polling via keypad response (e.g. are you available to work tomorrow: press 1 for yes or 2 for no, etc.)	O	Y	The State's current CodeRED solution provides aa Team Builder feature allowing for simple survey responses (1 for yes, 2 for no) through phone calls.
B-33	System shall provide online real time reports detailing the success, failure and reason for failure of notification dissemination.	M	Y	The State's current CodeRED solution provides real-time statistical data for notifications, including dispositions for contacts
B-34	System shall support the ability for system administrators to manually upload data (CSV, SQL, text file, Excel, etc.) that can add, edit, and delete message recipients and/or groups from the system without vendor assistance.	M	Y	Manual updates can be accomplished directly through the user interface by utilizing a .csv template. This allows authorized users to add, edit, and delete message recipients without vendor intervention as required.
B-35	System shall interface with the Integrated Public Alerts and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and National Weather Service (NWS).	M	Y	The State's current CodeRED solution provides a FEMA approved origination tool directly within the user interface. Authorized users do not need to log in to any other system to send IPAWS alerts. All five (5) IPAWS alerting methods are supported.

B-36	System shall have the ability to set a unique Caller ID for outbound notifications.	O	Y	The State's current CodeRED solution provides the ability for the State to use a specified ANI of its choosing, or to use the Universal ANI® to relieve inbound calling pressure. The Universal ANI® will also allow message recipients the ability to callback and hear the last message sent to their number.
B-37	System shall provide a test and exercise mode for notifications that simulate message creation without sending out a Notification.	O	Y	OnSolve's Client Support will continue to be available to the State 24/7/365 for any testing simulation the State requires.
	GENERAL REQUIREMENTS			
G-1	OnSolve shall participate in an initial kick-off meeting to initiate the Project.	M	Y	OnSolve complies. However, as an existing client this may not be required.
G-2	OnSolve shall provide Project Staff as specified in the RFP.	M	Y	The State would continue to have Project Staff as required.
G-3	Vendor shall conduct training sessions for State personnel to be able to fully utilize the system.	M	Y	OnSolve's Client Support will continue to be available to the State 24/7/365 for training, support and maintenance.
G-4	Vendor shall provide training materials to the State, in electronic and at least 10 hard copies.	M	Y	Training materials are provided directly within the Resource Library of the user interface. However, hard copies can be supplied upon request.
G-5	Vendor shall submit a finalized Work Plan within five (5) days after contract award and approval by Governor and Council. The work plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Y	As the State's current provider, a detailed Work Plan is not necessary. Access and service for the State will simply continue.
G-6	System shall have tiered levels of administrator accounts and provide an unlimited quantity logins and passwords for authorized personnel.	M	Y	The CodeRED solution allows for an unlimited number of authorized users/administrators. A role-based passcode driven model is utilized allowing the State to determine which users

				have access to features and functionality.
G-7	Vendor shall provide online tutorials for Organizational Administrators on how to create Notifications and provide updates as needed for the duration of the Contract.	M	Y	The CodeRED solution provides a Resource Library within the user interface that provides user manuals, guides and tutorials that may be accessed by authorized users at any time.
G-8	Vendor shall provide electronic documentation to administrators on how to create notifications and provide updates as needed for the duration of the contract. All material will be available prior to the system going live.	M	Y	All documentation, including user manuals and quick guides are located in the Resource Library of the CodeRED system.
G-9	Vendor shall include planning, test scenario development, data, and system preparation for testing, and execution of unit testing, system integration testing, conversion/migration testing, installing testing, performance and stress testing, security review and testing, and support the State during testing.	M	Y	As the State's current provider no implementation or migration testing should is needed.
	TECHNICAL REQUIREMENTS			
T-1	*The State* will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary Software.	M	Y	The CodeRED solution is a fully-hosted, dynamic Software as a Service (SaaS) product.
T-2	System shall be web-based compatible and conform with HTML5 standards.	M	Y	The CodeRED solution is a web-based SaaS product accessible via a dynamic URL. HTML5 compatibility is in progress.
T-3	System shall include on the mobile device industry standard ICONS and Graphics using Mobile Graphical User Interface Technologies supported by iOS, Android, WM, etc.	M	Y	The CodeRED solution is fully compatible for smart phones and web devices including iOS, Android, and Windows.
T-4	Notifications shall access subscriber mobile devices using the majority of currently used operating systems, including Android, iOS, and Windows Mobile.	M	Y	The State is currently utilizing an app customized by OnSolve known as "NH Mobile Alert App", which is compatible with Android, iOS and Windows devices and operating systems.

T-5	Notifications shall have ability to traverse through any major mobile carrier in NH.	M	Y	The CodeRED solution works with variety of major mobile carriers, throughout NH.
T-6	Access for the State must be possible through workstations running Microsoft Edge, Fire Fox, Internet Explorer 11, Chrome as well as mobile platforms and devices running iOS, Android, WM, etc.	M	Y	The CodeRED solution dynamic URL is accessible through major web browsers including Google Chrome, Internet Explorer, Mozilla Firefox, and Microsoft Edge. The apps work within Android, iOS, and Windows devices.
	SECURITY REQUIREMENTS			
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	The CodeRED solution utilizes a unique passcode for each authorized user. This passcode must be used to access the system, and a final authentication is needed to launch a notification.
S-2	Verify the identity or authenticate all of the system's users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Y	The above answer applies as well. All authorized users have their own unique credentials and will only be able to access the functionality the State assigns to them.
S-3	Enforce unique user names.	M	Y	A unique user name is a standard feature of the CodeRED solution.
S-4	System shall enforce a minimum of Ten (10) alpha-numeric password characters for Administrative Accounts. Administrator names must be unique and cannot be shared. Passwords must contain at least one Uppercase and one Lowercase character, one Number, and may contain non-alphabetic characters such as @, &, %, and !. When nonalphabetic characters are permitted, user instructions must clearly identify which characters are allowed.	M	m	The current State configuration allows for a minimum of eight characters for complex passwords. The State does have the ability to use Active Directory Federated Services which allows the ability to control user names and passwords.
S-5	System shall enforce a minimum of Eight (8) alpha-numeric password characters for User Accounts. User names must be unique and cannot be shared. Passwords must contain at least one Uppercase and one Lowercase character, one Number,	M	Y	The CodeRED solution requires a minimum of eight (8) characters for passwords. They must contain at least one uppercase, one lowercase,

	and may contain nonalphabetic characters such as @, &, %, and !. When non-alphabetic characters are permitted, user instructions must clearly identify which characters are allowed. Use profile management.			one number and one special characters.
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	All passwords are encrypted in transmission and at rest.
S-7	Expire passwords after 90 days.	M	Y	The CodeRED solution supports the use of Active Directory Federated Services (ADFS) which would allow the State to control expiration parameters.
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	The CodeRED solution utilizes a role-based passcode driven model that will allow the State to determine features and functionality authorized users may access. Contact groups and their information may also be restricted as needed.
S-9	Provide ability to limit the number of people that can grant or change authorizations	M	Y	The State will have an unlimited number of authorized users, so they may control the total numbers of users as needed. Access can be revoked as needed.
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	The CodeRED solution does provide a timeout feature for inactivity, typically at 30 minutes.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Y	OnSolve complies.

S-12	The application shall not store authentication credentials or sensitive data in its code.	M	Y	The CodeRED solution does not store authentication credentials or sensitive data in its code.
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	OnSolve complies with this requirement.
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for a minimum of 24 months.	M	Y	Activities are logged to a central server and records are retained for a minimum of ninety (90) days.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	The CodeRED solution provides authorized users the ability to log-out of any open session. Users are automatically logged out after thirty (30) minutes of inactivity.
S-16	Use only the Software and System Services designed for use	M	Y	The CodeRED solution is a SaaS product that is designed solely for mass notification purposes.
S-17	The application data shall be protected from unauthorized use when at rest	M	Y	Data is encrypted at rest on solid-state, self-healing SAN drives.
S-18	Keep any sensitive data or communications private from unauthorized individuals and programs.	M	Y	OnSolve pioneered Web-based notification solutions and has raised the bar in speed, reliability and accuracy on a secure platform. Our infrastructure has been battle-tested and data security is top priority. As a result, each of our client agreements includes provisions for data protection. Our three-layer data security model has been put in place to ensure client data security and secure the system from unauthorized access. OnSolve employees may only access data on a need-

				to-know basis and sign confidentiality agreements.
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y	Any enhancements or upgrades will not affect security requirements.
S-20	Vendor shall create change management documentation and procedures.	M	Y	OnSolve complies.
	HOSTING REQUIREMENTS - OPERATIONS			
H-1	OnSolve shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via Internet 11 or above browser	M	Y	The CodeRED solution is a high-availability cloud-based SaaS solution available 24/7/365 and is fully-hosted through private, secure data centers. The dynamic URL is accessed through an Internet browser, including Internet Explorer 11.
H-2	At the State's option, authorized third parties may be given limited access by OnSolve to certain levels of the State's system through the VPN or through a separate network connection that meets OnSolve's specifications.	M	Y	The State will be able to provide authorized access as needed.
H-3	At a minimum, the System should support this client configuration; I3, 4GB RAM, Windows 7, IE9 but capable of running IE11 and Edge and Minimum of MS 2010 if there is any office integration. The system must utilize SSL Certificates, verifiable by 3rd party, of 2048bit or higher encryption protocols for all data transfers.	M	Y	OnSolve complies.
H-4	OnSolve will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of OnSolve, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside OnSolve's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Y	OnSolve agrees.

H-5	OnSolve shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Y	OnSolve complies.
H-6	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	OnSolve complies
H-7	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.	M	Y	OnSolve complies
H-8	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	OnSolve complies
H-9	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Y	OnSolve complies.
H-10	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y	OnSolve complies.
H-11	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Y	OnSolve complies.
H-12	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to	M	Y	OnSolve's private data centers physical site security includes: • Secured 24 hours a day, seven days a week.

	those with a need to perform tasks in the Data Center.			• Biometric palm scanners, in conjunction with proximity card readers, control access to the facility and the data center floor. • Facilities are monitored via closed circuit digital camera coverage with 24-hour recording and 30-day digital video storage. Facilities are equipped with centralized security stations.
H-13	OnSolve must monitor the application and all servers.	M	Y	OnSolve's 24/7/365 Network Operations Center (NOC) is tasked with persistent monitoring of the operational status of all aspects of the solution and infrastructure. System alerts are in place to detect issues.
H-14	OnSolve shall manage the databases and services on all servers located at OnSolve's facility.	M	Y	OnSolve has invested millions of dollars in a triple-redundant, fully monitored and secure infrastructure. No third party contractors are involved in core components.
H-15	OnSolve shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	OnSolve complies.
H-16	OnSolve shall monitor System, security, and application logs.	M	Y	OnSolve logs are monitored and maintained.
H-17	OnSolve shall manage the sharing of data resources.	M	Y	OnSolve complies.
H-18	OnSolve shall manage daily backups, off-site data storage, and restore operations.	M	Y	Onsolve has a written backup policy utilizing multiple mechanisms and constant data synchronization between distributed data centers.
H-19	OnSolve shall monitor physical hardware.	M	Y	OnSolve complies.

H-20	OnSolve shall immediately report any breach in security to the State of New Hampshire. OnSolve is to provide written verification of HW and SW anti-Virus and system upgrade/patches to meet State requirements. IE: Log entries, security reviews, operating system patches and AV updates etc.	M	Y	OnSolve will notify the State in the event of a breach that may have potentially involved their data.
	HOSTING REQUIREMENTS – DISASTER RECOVERY			
H-21	OnSolve shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	OnSolve's business continuity and disaster recovery program is aligned with recognized industry standards.
H-22	OnSolve shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	OnSolve utilizes a triple-redundant configuration that allows for quick recovery if an issue is detected, production simply moves to another data center. Additional secondary storage media are used for regular backups for even greater recoverability.
H-23	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services; however, these failed components will have to be replaced.	M	Y	OnSolve complies.
H-24	OnSolve shall adhere to a defined and documented back-up schedule and procedure.	M	Y	Data is mirrored instantly among the three geographically dispersed data centers. Regular backups to secondary storage media occur for greater recoverability.
H-25	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	OnSolve complies.

H-26	Scheduled backups of all servers must be completed regularly, weekly as a minimum.	M	Y	OnSolve complies.
H-27	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	OnSolve complies.
H-28	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	OnSolve does not use physical media transfers. All electronic data transfers us encrypted transmission channels.
H-29	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Y	Data is segregated by clients and encrypted at rest.
H-30	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, OnSolve shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. OnSolve will supply periodic proof of data backups, backup testing to insure data is available and proof that data is being held offsite.	M	Y	OnSolve complies.
	HOSTING REQUIREMENTS – NETWORK ARCHITECTURE			
H-31	OnSolve must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y	The CodeRED solution if fully-hosted by OnSolve's data centers. A triple-redundant configuration is used to ensure
H-32	OnSolve shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple internet vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Y	OnSolve's private infrastructure ensures redundancy across our three geographically dispersed data centers, as well as additional sites at corporate headquarters in Ormond Beach, FL, and additional

				offices in Bloomington, MN, and San Diego, CA.
H-33	Where redundant connections are not provided, then the Internet vendor who provides the Internet service to OnSolve must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Y	OnSolve utilized a triple-redundant configuration for our private network.
H-34	OnSolve's network architecture must include redundancy of routers and switches in the Data Center.	M	Y	OnSolve complies.
H-35	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, OnSolve shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y	Due to the use of a dynamic URL, it is not necessary to have a VPN connection.
	HOSTING REQUIREMENTS - SECURITY			
H-36	OnSolve shall employ security measures ensure that the State's application and data is protected.	M	Y	Client data security is top priority, and as a result, each of OnSolve's client agreements includes provisions for data protection. The following outlines the three-layer data security model OnSolve has put in place to ensure client data security and secure the system from unauthorized access: ***Layer One: Limited Access to Data.*** Role-based permissions: The OnSolve system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules enabling a user to perform all, some, or one of

				[OnSolve Product]'s functions, with access to only certain groups within OnSolve. With this functionality, the State has control over which employees have access to the system and to which specific features. Personnel Access: The OnSolve staff has access to client data on a need-to-know basis. This permission is restricted to database specialists tasked with managing data. These employees are thoroughly screened through a series of background checks and references. All employees sign a Confidential Information and Invention Assignment Agreement. ***Layer Two: Data Encryption in a Secure Infrastructure*** Secure Servers: OnSolve's servers are accessed through a secure, 256-bit, SSL key-encrypted website and are safeguarded through multiple tiers of computer-generated pass codes, PINs, and launch codes. Only authorized users will have access to the State's CodeRED system via role-based passcodes. Additionally, the CodeRED solution uses cloud-based systems within OnSolve's own private network. Physical Site Security: Secured 24 hours a day, seven days a week.

				Biometric palm scanners, in conjunction with proximity card readers, control access to the facility and the data center floor. Facilities are monitored via closed circuit digital camera coverage with 24-hour recording and 30-day digital video storage. Facilities are equipped with centralized security stations. ***Layer Three: Data Backups*** Triple-Redundant Data Centers: Data is mirrored instantly between the geographically-dispersed data centers within our secure network. Our team also performs regular backups to secondary storage media for even greater recoverability. OnSolve's triple-redundant data centers have backup capabilities both onsite and offsite. Backups are performed virtually in real-time using snapshot technology and bit-level replication.
H-37	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	OnSolve complies.
H-38	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	OnSolve utilizes multiple layers of Intrusion Protection Systems (IPS) to monitor network traffic for known malicious or suspicious attacks. Virus protections and Firewall IDS technology are utilized to eliminate intrusion attempts. The Network Operations Center (NOC) is charged with persistent monitoring of all systems 24/7/365.

H-39	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	OnSolve complies.
H-40	In the development or maintenance of any code, OnSolve shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	OnSolve has defined methodologies in place with a verification and validation process. Software and hardware is free of malicious code.
H-41	OnSolve shall notify the State's Project Manager of any security breaches within two (2) hours of the time that OnSolve learns of their occurrence.	M	Y	OnSolve complies.
H-42	OnSolve shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of OnSolve's hosting infrastructure and/or the application.	M	Y	OnSolve complies.
H-43	OnSolve shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	OnSolve complies.
H-44	OnSolve shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of OnSolve's hosting infrastructure and/or the application upon request.	M	Y	OnSolve complies.
H-45	OnSolve shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of OnSolve website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y	OnSolve complies.
H-46	Logging shall go to centralized logs server for security reasons. Logs should include	M	Y	OnSolve complies.

	System, Application, Web and Database logs			
H-47	The operating system and the data base shall be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, or NSA (please specify whose guidelines are followed in the comments field).	M	Y	OnSolve complies.
H-48	The Vendor must provide reports on a quarterly basis to validate that redundancy is in fact in place and backup/restores are functioning.	M	Y	OnSolve agrees to supply reports as needed. Upon award of contract OnSolve's sales rep can discuss with the State.
	HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT			
H-46	OnSolve's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-47	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-48	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-49	The State shall have unlimited access, via phone or Email, to OnSolve technical support staff 24 hours a day, 7 days a week, 365 days a year.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-50	OnSolve response time for support shall conform to the specific deficiency class as described in RFP Terms and Definitions	M	Y	OnSolve complies to all terms and conditions in the current contract
H-51	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y	OnSolve complies to all terms and conditions in the current contract

H-52	OnSolve will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-53	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-54	OnSolve will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-55	OnSolve shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Y	OnSolve complies to all terms and conditions in the current contract
H-56	OnSolve shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-57	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-58	All hardware and software components of OnSolve hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Y	OnSolve complies to all terms and conditions in the current contract
H-59	If needed for the transfer of documents or files, OnSolve shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	OnSolve complies to all terms and conditions in the current contract

1. LICENSE GRANT

The Software License shall grant the State a worldwide, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

The State may allow its agents and OnSolve to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and OnSolve that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

OnSolve shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software's associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by OnSolve on such copies.

3. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

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

4. TITLE

OnSolve must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

5. SOFTWARE NON-INFRINGEMENT

OnSolve warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If OnSolve believes or it is determined that any of the Material may have violated someone else's intellectual property rights, OnSolve may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, OnSolve may end the license, and require return of the applicable Material and refund all fees the State has paid OnSolve under the Contract. OnSolve will not indemnify the State if the State alters the Material without OnSolve's consent or uses it outside the scope of use identified in OnSolve's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. OnSolve will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by OnSolve. OnSolve will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by OnSolve without OnSolve's consent.

6. Third Party

OnSolve shall identify all third party contracts to be provided under the Contract with OnSolve's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2018-003- PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 System

OnSolve warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

OnSolve shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

Software shall be archived and or version controlled through the use of Harvest Software.

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1.3 Non-Infringement

OnSolve warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

OnSolve warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

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

1.6 Professional Services

OnSolve warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards.

2. WARRANTY SERVICES

OnSolve agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the

State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
c. OnSolve shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
d. On-site additional Services within four (4) business hours of a request;
e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
f. For all Warranty Service calls, OnSolve shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
g. OnSolve must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by OnSolve no later than <number of days> business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event OnSolve fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare OnSolve in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return OnSolve's product and receive a full refund for all amounts paid to OnSolve, including but not limited to, any applicable license fees within (90) days of notification to OnSolve of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare OnSolve in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall extend for the duration of the Contract.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, OnSolve shall correct the Deficiency, and a new thirty (30) Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

OnSolve shall provide the following Training Services.

A. TRAINING

All courses are to be offered online and shall available for an unlimited number of students. The training is done live via the Internet with an OnSolve representative located at our headquarters in Florida. The trainer will walk all users through the multiple system functions and describe each in full, answering any questions users may have as they go along. Following the provision of classes, access to on-line course materials shall be provided throughout the duration of the Agreement through the online training library to the extent that it is available.

1. Delivery Method -Instructor-Led Class Training

The State currently has a designated client support representative under the E-911 Agreement. This representative will continue to be available to the State throughout the training and implementation process.

Training is done online using the State's current CodeRED solution, so that the State can be hands on during training. The client support representative can assist in train the trainer programs which are targeted to train the group of Users defined as: the Project Team, Users from State and selected Subject Matter Experts (SMEs).

Training requires a computer with Internet access and a telephone with a speakerphone and is designed for both technical and non-technical Users.

2. Key User Training Approach Activities

1) Identify State End Users

The OnSolve Team shall lead the State in identifying and categorizing its end users:

User Category 1—Power User Training: Power Users are those employees who frequently use the system. Power Users will attend online training sessions and be identified to receive train the trainer support. Live online refresher courses with the State's client support representative will be made available for Power Users at the request of the State. Power

User Category 2—Casual User Training: Casual Users shall access the system for inquiries or report viewing on an occasional basis. Casual Users may attend the same online training sessions as Power Users, receive training directly from Power Users, or access system FAQs, video tutorials and manuals which are made available in the existing system.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. Specialty Users may attend the same online training sessions as Power Users, receive training directly from Power Users, or access system FAQs, video tutorials and manuals which are made available in the existing system.

Additionally, all Users may contact OnSolve's client support 24/7/365 with any concerns. Supplemental training and refresher courses are regularly provided via Web seminar for Users who would like additional training or who are new to the system at no additional charge. Bi-monthly webinars are also held, at no charge, for Users needing additional training on the system.

2) **Develop Training Curriculum** OnSolve use its existing training curriculum for the State of New Hampshire End Users, which shall be adapted to include specialized training on the unique features of the NH Alert branded CodeRED Mobile Alert App.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2018-003- PART 3
EXHIBIT M
NH DEPARTMENT OF SAFETY, HSEM RFP 2014-146 (WITH ADDENDA)
INCORPORATED

The NH Department of Safety, Homeland Security and Emergency Management RFP 2018-003, with all included addenda, are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2018-003- PART 3
EXHIBIT N
ONSOLVE PROPOSAL – BY REFERENCE

The OnSolve Proposal to NH DOS, HSEM in response to RFP 2018-003 is incorporated herein by reference.

CERTIFICATE

I, D. Wain Kellum, do hereby represent and certify that:

(1) I am the President and Chief Executive Officer of OnSolve, LLC, a Delaware limited liability company (the "Company").

(2) I am familiar with the seal and minutes of the Company.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the operating agreement adopted by the members of the Company, effective October 3, 2011, which was duly adopted and executed in a meeting of the Company authorized under the laws of the State of Delaware, and that certain Written Consent of the Manager of OnSolve, LLC, effective August 7, 2017.

(5) The signature of Dominic Bongo, as Executive Vice President of Finance, Assistant Secretary and Assistant Treasurer of OnSolve, LLC, affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as President and Chief Executive Officer of OnSolve, LLC, on 11/28/17

D. Wain Kellum
President and Chief Executive Officer of OnSolve, LLC

STATE OF GEORGIA
COUNTY OF DeKalb

On this 28 day of Nov 2017, before me, D. Wain Kellum personally appeared and acknowledged himself to be the President and Chief Executive Officer of OnSolve, LLC, a Delaware limited liability company, and that he as such being authorized to do so, executed the foregoing instrument on behalf of OnSolve, LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal

Notary Public/Justice of the Peace

H WARD
NOTARY PUBLIC
DEKALB COUNTY
STATE OF GEORGIA
My Commission Expires April 7, 2018

My Commission Expires: April 7, 2018

CERTIFICATE

I, D. Wain Kellum, do hereby represent and certify that:

(1) I am the President and Chief Executive Officer of OnSolve, LLC, a Delaware limited liability company (the "Company").

(2) I am familiar with the seal and minutes of the Company.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the operating agreement adopted by the members of the Company, effective October 3, 2011, which was duly adopted and executed in a meeting of the Company authorized under the laws of the State of Delaware, and that certain Written Consent of the Manager of OnSolve, LLC, effective August 7, 2017.

(5) The signature of Dominic Bongo, as Executive Vice President of Finance, Assistant Secretary and Assistant Treasurer of OnSolve, LLC, affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as President and Chief Executive Officer of OnSolve, LLC, on Dec 18 2017

D. Wain Kellum
President and Chief Executive Officer of OnSolve, LLC

STATE OF GEORGIA
COUNTY OF DeKalb

On this 18 day of Dec 2017, before me, D. Wain Kellum personally appeared and acknowledged himself to be the President and Chief Executive Officer of OnSolve, LLC, a Delaware limited liability company, and that he as such being authorized to do so, executed the foregoing instrument on behalf of OnSolve, LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal

Notary Public/Justice of the Peace

H WARD
NOTARY PUBLIC
DEKALB COUNTY
STATE OF GEORGIA
My Commission Expires April 7, 2018

My Commission Expires:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ONSOLVE, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 26, 2013. 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: 698248

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of October A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/10/2017

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	PHONE (A/C. No. Ext): 8662837122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
VCECN Holding Corp. ECN Holding Company ONSOLVE Intermediate Holding Company,Inc ONSOLVE, LLC 780 W. Granada Blvd., Suite 200 Ormond Beach FL 32174 USA	INSURER A: Continental Casualty Company	20443
	INSURER B: National Fire Ins. Co. of Hartford	20478
	INSURER C: Everest National Insurance Co	10120
	INSURER D: Federal Insurance Company	20281
	INSURER E: Illinois National Insurance Co	23817
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570069215907 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			36044525	10/03/2017	10/03/2018	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
D	AUTOMOBILE LIABILITY			7359-54-09	10/03/2017	10/03/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X 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)	
	X Comp Ded: $1,000 X Coll Ded: $1,000							
C	X UMBRELLA LIAB X OCCUR			XC5CU00003171	10/03/2017	10/03/2018	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE	$10,000,000
	[ ] DED X RETENTION							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71763456	10/03/2017	10/03/2018	X PER STATUTE [ ] OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A		(AOS) - Other than SWN 6050072291 (AOS) - SWN ONLY	09/01/2017	01/01/2018	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	Cyber Liability			028190337 Claims Made SIR applies per policy terms & conditions	11/03/2017	10/03/2018	Spec Prof Liability Cyber Extortion	$5,000,000 $5,000,000

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

E&O liability is provided for within the Specialty Professional Liability
Named Insured also includes: MIR3, Inc., Message Centric, LLC, First Call Network, Inc., and SWN Communications Inc.
Certificate Holder Only

CERTIFICATE HOLDER

State of New Hampshire
Department of Safety
Attn: John J. Barthelmes
33 Hazen Drive
Concord NH 03301 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570069215907

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AGENCY CUSTOMER ID: 570000065854
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	VCECN Holding Corp.
POLICY NUMBER	
See Certificate Number: 570069215907	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570069215907	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		6050071593 (CA) - SWN ONLY	09/01/2017	01/01/2018		

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