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

Denis Goulet
Commissioner

April 26, 2017

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to enter into a contract with Hagerly Consulting, Inc., of Evanston, IL, (Vendor 274423) in an amount not to exceed \$120,000.00 for the design, development, coordination, facilitation and documentation of progressive cyber incident response workshops, two (2) tabletops and one (1) functional exercise, as well as an executive level after-action strategy workshop and response framework development for the State of New Hampshire, effective upon the date of Governor and Executive Council approval through August 31, 2018.

Funding is available in SFY 2017 as follows. 100% Homeland Security Grant Funds.

Table with 3 columns: SFY, AGENCY NAME-ACCTG UNIT NAME, AMOUNT. Row 1: 2017, 01-03-03-030010-76230000 DoIT-IT for Safety 046-500465 IT Consultant, \$120,000.00

EXPLANATION

The State wishes to strengthen its cyber security incident response capabilities by streamlining operational procedures and refining response plans. Hagerly Consulting, Inc. focuses exclusively on emergency management and homeland security, offering the State and DoIT significant experience in both planning for and implementing response protocols focused on operational coordination and communications across a diverse and expansive group of stakeholders. Hagerly Consulting, Inc. possesses the unique knowledge base that is critical to understanding the evolving environment and best practices associated with cyber incident response. Best practices for planning associated with cyber events should establish a governance authority, identify roles and processes, facilitate enhanced communications, and facilitate response and recovery operations aligned with current state operations.

This contract is the result of a competitive solicitation under RFP 2017-007 Cyber Incident Response Program issued on January 4, 2017. Seven (7) proposals were received from the RFP by the closing date of February 15, 2017. The scoring committee was comprised of four (4) state employees from four (4) different agencies, each with expertise in the RFP review process and expertise in required

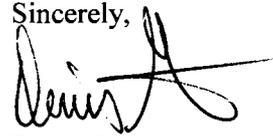
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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areas. The scoring team determined Hagerty Consulting, Inc. met the minimum qualifications of RFP 2017-007, provided the lowest cost and received the highest score. DoIT recommends Hagerty Consulting Inc. be awarded this contract.

The Department of Information Technology respectfully requests your approval to move forward with this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet
Commissioner

DG/kaf
DoIT No. 2017-007
A&E RID: 20363

Summary Table

RFP 2017-007 Cyber Incident Response Program

Company	Vendor Comparable Experience 300 Pts max	Vendor Candidate Qualifications 300 Pts max	Vendor Company Viability Points Max	ALL Phases Solution Cost	Solution Cost Points 300 Pts Max	TOTAL 1000 Pts Max
Hagerty	220.00	220.00	100.00	\$ 54,943	300.0	840.0
Verizon	45.00	70.00	95.00	\$ 72,000	228.9	438.9
Olson Group	295.00	290.00	100.00	\$ 135,509	121.6	806.6
ePlus	50.00	60.00	95.00	\$ 164,670	100.1	305.1
Carahsoft	35.00	40.00	30.00	\$ 194,250	84.9	189.9
PWC	235.00	280.00	65.00	\$ 369,000	44.7	624.7
McKinsey	145.00	220.00	70.00	\$ 600,000	27.5	462.5
					Max Points	840.0

Scoring Committee Experienced Staff members from the the following agencies scored the vendor proposals

1. Homeland Security - Emergency Management
2. Secretary of State
3. Department of Information Technology
4. United States Army National Guard

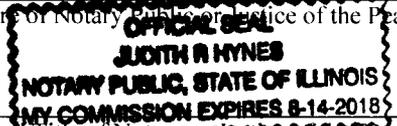
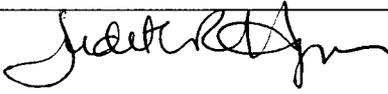
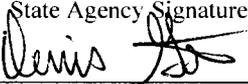
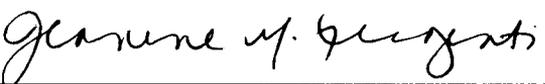
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Information Technology		1.2 State Agency Address 27 Hazen Dr. Concord, NH 03310	
1.3 Contractor Name Hagerty Consulting, Inc.		1.4 Contractor Address 1618 Orrington Ave. Suite 201 Evanston, Illinois 60201	
1.5 Contractor Phone Number 847-492-8454	1.6 Account Number 010 - 003 - 7623 - 0300 - 046 - 0465	1.7 Completion Date August 31, 2018	1.8 Price Limitation \$120,000
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number (603) 223-5701	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bradley R. Grining, Chief Operating Officer	
1.13 Acknowledgement: State of _____, County of _____ On <u>April 19, 2017</u> , 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  			
1.13.2 Name and Title of Notary or Justice of the Peace JUDITH R. HYNES			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Denis Goulet, Commissioner & CEO	
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: <u>5/2/17</u>			
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

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 \$1,000,000 per 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.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CYBER INCIDENT RESPONSE EXERCISE PROGRAM
CONTRACT 2017-007
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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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.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Canidate	A person who has been proposed to perform the work as part of the RFP response process.
CCP	Change Control Procedures
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 <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	The documentation consisting of both the P-37 Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
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 Hagerty Consulting Inc. 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: <i>Contract Management</i>).
Contract Price	The total, not to exceed amount to be paid by the State to Hagerty Consulting Inc. for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.

2017-007 IT Provisions – Part 2

Date: 4.19.17

Hagerty Consulting Inc.'s Initials: BRG

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CR	Change Request
COTS	Commercial Off-The-Shelf Software.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by Hagerty Consulting Inc. during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Hagerty Consulting Inc. 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.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
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 Hagerty Consulting Inc.'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.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Hagerty Consulting Inc.	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Homeland Security Exercise and Evaluation Program (HSEEP)	A set of guiding principles for exercise programs published by the Department of Homeland Security.
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.
Incident Command Systems (ICS)	An incident response organizations structure to enable efficient and effective incident management; mit is a component of the National Incident Management System (NIMS).
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.
Invoking Party	In a dispute, the party believing itself aggrieved.
IT	Information Technology
Key Project Staff	Personnel identified by the State and by Hagerty Consulting Inc. as

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Hagerty Consulting Inc.'s Initials: BRG

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	essential to work on the Project.
National Incident Management System (NIMS)	A standardized approach to incident management that facilitates coordination between responders; it was developed by the Department of Homeland Security.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, or other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to Hagerty Consulting Inc. to begin work on the Contract on a given date and time.
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 contracted Vendor’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 Hagerty Consulting Inc. to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and Hagerty Consulting Inc.’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 Hagerty Consulting Inc. on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Report	All Written Deliverables under the Contract.
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.
Schedule	The dates described in the Work Plan for deadlines for performance

2017-007 IT Provisions – Part 2

Date: 4.19.17

Hagerty Consulting Inc.’s Initials: BRG

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	of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by Hagerty Consulting Inc. on the Project as described in the Contract.
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 Information Technology 27 Hazen Drive 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 Hagerty Consulting Inc.. The Contract Agreement SOW defines the results that Hagerty Consulting Inc. 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 <u>RSA Chapter 91-A</u> .
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 1 st through June 30 th 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).
Sub Contractor	A person, partnership, or company not in the employment of, or owned by, Hagerty Consulting Inc., which is performing Services under this Contract under a separate Contract with or on behalf of Hagerty Consulting Inc..
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Term	Period of the Contract from the Effective Date through termination.

2017-007 IT Provisions – Part 2

Date: 4-19-17

Hagerty Consulting Inc.'s Initials: BRG

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Vendor/ Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Warranty Period	A period of coverage during which Hagerty Consulting Inc. is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Hours	Vendor 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 Hagerty Consulting Inc. either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology (“State”), and Hagerty Consulting Inc., (Vendor Code 274423) having its principal place of business at 1618 Orrington Avenue Suite 201, Evanston, IL 60201.

Hagerty Consulting Inc. will provide the State of New Hampshire professional services to design, develop, coordinate, facilitate and document progressive cyber incident response workshops, tabletops and functional exercise to strengthen response capabilities, operational procedures and response plans.

RECITALS

The State desires to have Hagerty Consulting Inc. provide professional services to design, develop, coordinate, facilitate and document progressive cyber incident response workshops, tabletops and functional exercise to strengthen response capabilities, operational procedures and response plans, and associated Services for the State;

Hagerty Consulting Inc. wishes to design, develop, coordinate, facilitate and document progressive cyber incident response workshops, tabletops and a functional exercise, as well as, an executive level after-action meeting strategy workshop and response framework development for the State of New Hampshire.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2017-007) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services – Not Applicable
 - Exhibit G- Maintenance and Support Services – Not Applicable
 - Exhibit H- Requirements – Not Applicable
 - Exhibit I- Work Plan
 - Exhibit J- Software License and Related Terms – Not Applicable
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services – Not Applicable
 - Exhibit M- Agency RFP with Addendums, by reference

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Exhibit N- The Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

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, Department of Information Technology Contract Agreement 2017-007, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Information Technology RFP 2017-007.
- c. Vendor Proposal Response to RFP NHD0IT 2017-007 dated February 15, 2017.

2. 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 August 31, 2018. The Term may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

Hagerty Consulting Inc. shall commence work upon issuance of a Notice to Proceed by the State.

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

Time is of the essence in the performance of Hagerty Consulting Inc.’s obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in Part 1, P37, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Hagerty Consulting Inc. shall not be

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responsible for any delay, act, or omission of such other vendors, except that Hagerty Consulting Inc. shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of Hagerty Consulting Inc.

4. CONTRACT MANAGEMENT

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

4.1 HAGERTY CONSULTING INC. CONTRACT MANAGER

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

Katie Freeman
Director of Operations
1618 Orrington Ave, Suite 201
Evanston, Illinois 60201
Tel: 847-492-8454 ext. 119
Email: Katie.freeman@hagertyconsulting.com

4.2 HAGERTY CONSULTING INC. PROJECT MANAGER

4.2.1 Contract Project Manager

Hagerty Consulting Inc. shall assign a Project Manager who meets the requirements of the Contract. Hagerty Consulting Inc.'s selection of the Contracted Vendor 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 Hagerty Consulting Inc.'s Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Hagerty Consulting Inc.'s Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 Hagerty Consulting Inc.'s Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Hagerty Consulting Inc.'s representative for all administrative and management matters. Hagerty Consulting Inc.'s Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. Hagerty Consulting Inc.'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. Hagerty Consulting Inc.'s Project Manager must work diligently and use his/ her best efforts on the Project.

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- 4.2.3** Hagerty Consulting Inc. shall not change its assignment of Hagerty Consulting Inc. Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Hagerty Consulting Inc.'s Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Hagerty Consulting Inc.'s Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. Hagerty Consulting Inc. shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Hagerty Consulting Inc. shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Hagerty Consulting Inc. in default and pursue its remedies at law and in equity, if Hagerty Consulting Inc. fails to assign a Project Manager meeting the requirements and terms of the Contract.
- 4.2.5** Hagerty Consulting Inc.'s Project Manager is:
- Siobhan Mullen
Managing Associate
1129 20th Street NW, Suite 600
Washington, DC 20036
Tel: 202-887-6900 ext. 317
Email: siobhan.mullen@hagertyconsulting.com

4.3 HAGERTY CONSULTING INC.'S KEY PROJECT STAFF

- 4.3.1** Hagerty Consulting Inc. 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: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on Hagerty Consulting Inc. Key Project Staff. The State reserves the right to require removal or reassignment of Hagerty Consulting Inc.'s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.
- 4.3.2** Hagerty Consulting Inc. shall not change any of Hagerty Consulting Inc.'s Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement

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of Hagerty Consulting Inc.'s Key Project Staff will not be unreasonably withheld. The replacement of Hagerty Consulting Inc.'s Key Project Staff shall have comparable or greater skills than of Hagerty Consulting Inc.'s 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- General Provisions, Section 4.6: *Reference and Background Checks*,

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

4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Key Member(s)	Title
Christine McCombs	Project Executive
Siobhan Mullen	Project Manager
David Smith	Subject Matter Expert
Brandon Catalan	Subject Matter Expert

4.4 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:

Irene Koffink
NH Department of Information Technology
IT Manager, Contracts and Procurement
27 Hazen Drive Concord, NH 03301
Tel: 603-223-5750
Email: Irene.Koffink@Doit.NH.gov

4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager who will be responsible for working with NH DoIT Staff, Department of Safety, Homeland Security and Emergency Management (DoS-HSEM) staff, and the Vendor to ensure appropriate execution of the Contract. The Project Manager will be the primary point of contact for the Vendor and business users and will interact with the Vendor to address questions or concerns encountered by users in the day-to-day operation of the System. The State Project Manager's duties shall include the following:

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- a. Leading the Project;
- b. Promoting the Project statewide;
- c. Developing Project strategy and approach;
- d. Engaging and managing all vendors working on the project;
- e. Managing significant issues and risks;
- f. Reviewing and accepting Contract Deliverables;
- g. Invoice sign-offs;
- h. Review and approval of change proposals;
- i. Managing stakeholders' concerns.

The State Project Manager is:

Leslie Williams
27 Hazen Drive
Concord, NH 03110
Tel: 603-223-5752
Email: leslie.williams@doit.nh.gov

4.6 STATE PROJECT LEADER

The Project Leader will act as a liaison between the Vendor, DoIT and DoS-HSEM resources. The State Project Leader's duties shall include the following:

- a. Supporting the Project as a technical resource;
- b. Coordinating interaction between the Vendor, DoIT and DoS-HSEM resources.
- c. Coordinates and assigns development tasks to appropriate resource.
- d. Functioning as a primary point of contact for the Vendor on technical matters that do not require the direct involvement of the Project Manager.

The State Project Leader is:

Leslie Williams
27 Hazen Drive
Concord, NH 03110
Tel: 603-223-5752
Email: leslie.williams@doit.nh.gov

4.7 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and Hagerty Consulting Inc. Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality.*

5. DELIVERABLES

5.1 HAGERTY CONSULTING INC.'S RESPONSIBILITIES

2017-007 IT Provisions – Part 2

Date: 4.19.17

Hagerty Consulting Inc.'s Initials: BRG

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Hagerty Consulting Inc. 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.

Hagerty Consulting Inc. may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. Hagerty Consulting Inc. must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider Hagerty Consulting Inc. 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.

5.2 DELIVERABLES AND SERVICES

Hagerty Consulting Inc. 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, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Hagerty Consulting Inc. 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 Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Hagerty Consulting Inc. in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Hagerty Consulting Inc.'s written Certification. If the State rejects the Deliverable, the State shall notify Hagerty Consulting Inc. of the nature and class of the Deficiency and Hagerty Consulting Inc. shall correct the Deficiency within the period identified in the Work Plan. If no period for Hagerty Consulting Inc.'s correction of the Deliverable is identified, Hagerty Consulting Inc. 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 Hagerty Consulting Inc. of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Hagerty Consulting Inc. fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Hagerty Consulting Inc. to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Hagerty Consulting Inc. in default, and pursue its remedies at law and in equity.

6. SERVICES

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

6.1 ADMINISTRATIVE SERVICES

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

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6.2 IMPLEMENTATION SERVICES

Hagerty Consulting Inc. shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

6.3 WARRANTY SERVICES

Hagerty Consulting Inc. shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty and Warranty Services.

7. WORK PLAN DELIVERABLE

Hagerty Consulting Inc. 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*. Hagerty Consulting Inc. 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 Hagerty Consulting Inc. from liability to the State for damages resulting from Hagerty Consulting Inc.'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, Hagerty Consulting Inc. must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Hagerty Consulting Inc. 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 Hagerty Consulting Inc. 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 Hagerty Consulting Inc.'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 Hagerty Consulting Inc.'s Work Plan or elements within the Work Plan.

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8. 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 Hagerty Consulting Inc.'s receipt of a Change Order, Hagerty Consulting Inc. shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Hagerty Consulting Inc. 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 Hagerty Consulting Inc.'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 Hagerty Consulting Inc. to the State, and the State acceptance of Hagerty Consulting Inc.'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.

9. INTELLECTUAL PROPERTY

9.1 STATE'S DATA AND PROPERTY

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

9.2 HAGERTY CONSULTING INC.'S MATERIALS

In accordance with the provision of this Contract, Hagerty Consulting Inc. shall not distribute any products containing or disclose any State Confidential Information. Hagerty Consulting Inc. 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 Hagerty Consulting Inc. employees or third party consultants engaged by Hagerty Consulting Inc..

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records 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.

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9.3 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. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

9.4 SURVIVAL

This Contract Agreement Section 9: *Intellectual Property* shall survive the termination of the Contract.

10. USE OF STATE'S INFORMATION, CONFIDENTIALITY

10.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, Hagerty Consulting Inc. may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*). Hagerty Consulting Inc. 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 Hagerty Consulting Inc.'s performance under the Contract.

10.2 STATE CONFIDENTIAL INFORMATION

Hagerty Consulting Inc. shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Hagerty Consulting Inc. 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. Hagerty Consulting Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon Hagerty Consulting Inc. regarding the State Confidential Information, and Hagerty Consulting Inc. 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.

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In the event of the unauthorized release of State Confidential Information, Hagerty Consulting Inc. 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.

10.3 HAGERTY CONSULTING INC. CONFIDENTIAL INFORMATION

Insofar as Hagerty Consulting Inc. seeks to maintain the confidentiality of its confidential or proprietary information, Hagerty Consulting Inc. must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Hagerty Consulting Inc. considers the Software and Documentation to be Confidential Information. Hagerty Consulting Inc. 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 Hagerty Consulting Inc. as confidential, the State shall notify Hagerty Consulting Inc. and specify the date the State will be releasing the requested information. At the request of the State, Hagerty Consulting Inc. shall cooperate and assist the State with the collection and review of Hagerty Consulting Inc.'s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Hagerty Consulting Inc.'s sole responsibility and at Hagerty Consulting Inc.'s sole expense. If Hagerty Consulting Inc. 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 Hagerty Consulting Inc., without any liability to Hagerty Consulting Inc..

10.4 SURVIVAL

This Contract Agreement Section 10, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

11. LIMITATION OF LIABILITY

11.1 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 Hagerty Consulting Inc. shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

11.2 HAGERTY CONSULTING INC.

Subject to applicable laws and regulations, in no event shall Hagerty Consulting Inc. be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Hagerty Consulting Inc.'s liability to the State shall not exceed the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

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Notwithstanding the foregoing, this limitation of liability shall not apply to Hagerty Consulting Inc.'s indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement - IT Provisions Section 10: *Use of State's Information, Confidentiality*, which shall be unlimited.

11.3 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.

11.4 SURVIVAL

This Section 11: *Limitation of Liability* shall survive termination or Contract conclusion.

12. TERMINATION

This Section 12 shall survive the termination or Contract Conclusion.

12.1 TERMINATION FOR DEFAULT

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

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

12.1.1 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 Hagerty Consulting Inc. 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 Hagerty Consulting Inc. fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Hagerty Consulting Inc. 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 Hagerty Consulting Inc. 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 Hagerty Consulting Inc. during the period from the date of such notice until such time as the State determines that Hagerty Consulting Inc. has cured the Event of Default shall never be paid to Hagerty Consulting Inc.

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- c. Set off against any other obligations the State may owe to Hagerty Consulting Inc. 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 Hagerty Consulting Inc. 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.

12.1.2 Hagerty Consulting Inc. shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

12.2 TERMINATION FOR CONVENIENCE

12.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Hagerty Consulting Inc.. In the event of a termination for convenience, the State shall pay Hagerty Consulting Inc. 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.

12.2.2 During the thirty (30) day period, Hagerty Consulting Inc. 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.

12.3 TERMINATION FOR CONFLICT OF INTEREST

12.3.1 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 Hagerty Consulting Inc. did not know, or reasonably did not know, of the conflict of interest.

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

12.4 TERMINATION PROCEDURE

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

12.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Hagerty Consulting Inc. 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 Hagerty Consulting Inc. and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Hagerty Consulting Inc. has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13. CHANGE OF OWNERSHIP

In the event that Hagerty Consulting Inc. should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Hagerty Consulting Inc., its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Hagerty Consulting Inc., its successors or assigns for such period of time as determined necessary by

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the State; or immediately terminate the Contract without liability to Hagerty Consulting Inc., its successors or assigns.

14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

14.1 Hagerty Consulting Inc. 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.

14.2 Hagerty Consulting Inc. 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 Hagerty Consulting Inc. of any of its obligations under the Contract nor affect any remedies available to the State against Hagerty Consulting Inc. that may arise from any event of default of the provisions of the contract. The State shall consider Hagerty Consulting Inc. to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14.3 Notwithstanding the foregoing, nothing herein shall prohibit Hagerty Consulting Inc. from assigning the Contract to the successor of all or substantially all of the assets or business of Hagerty Consulting Inc. provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Hagerty Consulting Inc. should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with Hagerty Consulting Inc., its successors or assigns for the full remaining term of the Contract; continue under the Contract with Hagerty Consulting Inc., its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Hagerty Consulting Inc., its successors or assigns.

15. DISPUTE RESOLUTION

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

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

Table 15.1

2017-007 IT Provisions – Part 2

Date: 4.19.17

Hagerty Consulting Inc.’s Initials: BRG

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Dispute Resolution Responsibility and Schedule Table

LEVEL	HAGERTY CONSULTING INC.	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Cristine McCombs Project Executive and Regional Client Services Director	Leslie Williams Project Leader	5 Business Days
First	Kyle McPhee Director of Preparedness Programs	Leslie Williams Project Manager	10 Business Days
Second	Bradley Grining Chief Operating Officer	Denis Goulet 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.

16. REQUIRED WORK PROCEDURES

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

16.1 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"), Hagerty Consulting Inc. 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 Hagerty Consulting Inc. access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Hagerty Consulting Inc. 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 Hagerty Consulting Inc. 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 Hagerty Consulting Inc.. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Hagerty Consulting Inc. 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.

16.2 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." Hagerty Consulting Inc. understand and agree that use of email shall follow State standard policy (available upon request).

16.3 INTERNET/INTRANET USE

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

16.4 REGULATORY GOVERNMENT APPROVALS

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

17. GENERAL PROVISIONS

17.1 INSURANCE CERTIFICATE

The 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.

17.2 EXHIBITS

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

17.3 VENUE AND JURISDICTION

The Contract 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 successor and assigns. Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.4 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 Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and General Provisions-Section 10: Use of State's Information, Confidentiality and General Provisions- Section 12: Termination which shall all survive the termination of the Contract.

17.5 FORCE MAJEURE

Neither Hagerty Consulting Inc. 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 Hagerty Consulting Inc.'s inability to hire or provide personnel needed for Hagerty Consulting Inc.'s performance under the Contract.

17.6 NOTICES

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 VENDOR:
HAGERTY CONSULTING INC.
KATIE FREEMAN
DIRECTOR OF OPERATIONS
1618 ORRINGTON AVE, SUITE 201
EVANSTON, ILLINOIS 60201
TEL: 847-492-8454 EXT. 119
EMAIL: KATIE.FREEMAN@HAGERTYCONSULTING.COM

TO STATE:
IRENE KOFFINK
STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 HAZEN DRIVE
CONCORD, NH 03301
TEL: 603-223-5750
E.MAIL: IRENE.KOFFINK@DOIT.NH.GOV

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a. Problem Statement

The Department of Information Technology needs to procure professional services to create exercises that play a vital role in strengthening cyber response preparedness by allowing response team members and stakeholders an opportunity to test, validate and refine plans to improve overall response plan capabilities.

b. Goals

The Department of Information Technology desires to contract with Hagerty Consulting Inc. to design, develop, coordinate, facilitate and document a progressive cyber incident response exercise program to strengthen response capabilities by streamlining operational procedures and refining response plans.

c. Project Overview

The general scope of the project is to design, develop, coordinate, facilitate and document a progressive incident response program including workshops, tabletops and functional exercise, as well as update procedures and plans including the NH Catastrophic Cyber Disruption Plan. All activities must comply with Homeland Security Exercise and Evaluation Program (HSEEP) requirements as well as utilize Incident Command Systems (ICS) principles as established in the National Incident Management System (NIMS).

d. General Project Assumptions

1. Hagerty Consulting Inc. will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and Hagerty Consulting Inc.'s Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Planning, Execution, and Written Deliverables, Hagerty Consulting Inc. shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Deliverables are set forth in the Schedule described below in Section 2.
5. 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.

1. DELIVERABLES, MILESTONES, AND ACTIVITIES

1.1 Scope of Work

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The State desires to strengthen its cyber security incident response capabilities and is looking to secure professional services to design, develop, coordinate, facilitate, evaluate and document a progressive cyber-focused incident response exercise program. This program will be used to test core capability levels and identify gaps through a series of exercises including four discussion-based exercises (two workshops and two tabletops), and one operations-based functional exercise.

1.1.1. Exercises

Exercises play a vital role in strengthening cyber response preparedness by allowing response team members and stakeholders to test and validate plans and capabilities. Exercises identify capability gaps, highlighting areas for improvement in response plans and procedures. Hagerty Consulting Inc. selected will design, develop, coordinate, facilitate, evaluate and document a progressive program of incident response activities identifying improvement recommendations including revisions and additions to the NH Catastrophic Cyber Disruption Plan (NH CDP).

All exercise program activities must comply with Homeland Security Exercise and Evaluation Program (HSEEP) requirements and utilize Incident Command System (ICS) principles as established in the National Incident Management System (NIMS). Although the State will provide venues, Hagerty Consulting Inc. is responsible for all activity logistics including scheduling and setup, materials, audio/visual equipment, registration, sign in and feedback.

Exercise program participants will include:

- a. **Exercise Planning Committee** – A committee (to be formed) to guide the exercise program and work with Hagerty Consulting Inc. to finalize the Scope of Work, adjust exercise plans as needed, and determine/coordinate prerequisite foundational training for all participants.
- b. **Cyber security Advisory Committee (CAC)** – A committee (approximately 40) comprised of employees who function as agency information security officers/designees, emergency management and law enforcement representatives.
- c. **DoIT IT Leaders** – DoIT employees (approximately 25) who function as the primary liaison with agency business partners including the information security officers/designees, and who coordinate IT-related efforts and communications including those related to incident response.
- d. **Key Managers** – DoIT and Agency employees (approximately 35) who provide key management roles in cyber security such as DoIT Directors and mid-level managers responsible for IT services, and agency managers responsible for information security of select critical program areas.
- e. **Public/Private** – Sector representatives (approximately 30) responsible for service delivery in academia, financial, healthcare, local government and utility sectors within New Hampshire and which government, critical services and the public depend.

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1.1.2. Executive Level After-Action Meeting Strategy Workshop

Because of the exercise series, recognized strengths, lessons learned, and areas of improvement will be identified pertaining to the future of the New Hampshire's cyber security preparedness efforts. These identified items will span areas of policy, roles and responsibilities, incident command and control, alert and notification, internal messaging, tactical-level agency execution, public education and preparedness, physical security, and more. Due to the extent of anticipated observations and next steps, a final and formal After-Action Meeting ("AAM") will follow the Functional Exercise. This AAM would allow executive level leadership and key stakeholders to fully digest the findings of the entire exercise series, determine next steps, and appropriately assign leadership for implementation. This would also allow stakeholders to analyze the exercise series in the context of the NH Catastrophic Cyber Disruption Plan (CDP) and Executive Order (EO) 2016-06 to determine where the various agencies should focus effort. This workshop will include both presentations of key findings as well as working sessions where stakeholders could apply their agency level knowledge to implementation activities. This workshop would result in a robust After Action Report (AAR) and Improvement Plan (IP), complete with a work plan that lends itself to rapid implementation.

1.1.3. Response Framework Development

Based on the findings of the exercise series, the State and Hagerty Consulting Inc. will transition into implementation through the development of a statewide cyber incident response framework. The goal of this framework would be to develop a statewide concept of operations for coordinating during a cyber-incident. This framework would also identify meaningful roles and responsibilities for state agencies in all phases of emergency management for cyber threats and provide an integrated approach for cyber response in the state through the NH CDP in accordance with EO 2016-06. Partners in this planning process would include New Hampshire Homeland Security and Emergency Management. Linking to the NIST Framework, Hagerty Consulting Inc. will apply the "Action Plan" step to the guidance offered in the cyber incident response framework to address gaps previously identified in the exercise series. It is anticipated that this document will include, but not be limited to, the following:

- a. How cyber responders will support ICS structure;
- b. How critical cyber incident information will be shared across agencies, jurisdictions, and sectors;
- c. How information technology organizations can support response efforts;
- d. Critical cyber asset identification;
- e. Cyber capability assessment;
- f. Regional cyber risk assessment; and
- g. Guidance on creating CDT.

In addition to the above list, the five NIST Framework Core Functions will be addressed at length. As stated in the NIST Framework, this includes:

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- a. Identify: Develop understanding to manage cyber security risk.
- b. Protect: Develop and implement the appropriate safeguards.
- c. Detect: Develop and implement the appropriate activities to identify the occurrence of event.
- d. Respond: Develop and implement the appropriate activities to take action regarding event.
- e. Recover: Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cyber-security event.

It is anticipated that the cyber incident response framework will be initiated immediately after the final FE AAM and completed over a period of three to six months. It is expected that a minimum of three planning meetings will be held with key stakeholders to ensure the key elements are adequately addressed.

1.2. Exercise Logistics

With input from the Department of Information Technology (DoIT), Hagerty Consulting Inc. will manage all scheduling and exercise logistics, including managing meeting and workshop/exercise invites based on the stakeholder list provided by New Hampshire; identifying locations, equipment, and auxiliary services necessary to support the exercise; providing controllers, evaluators, and exercise support staff; and facilitating a player hotwash for all workshops and tabletop exercises. Wherever possible, Hagerty will work with the state to identify no-cost locations that have pre-positioned accommodations for facilitating the exercises.

- a. **Refreshments:** Breakfast refreshments (coffee and pastries) 65 people per tabletop exercise and 130 people for the functional exercise.
- b. **Production:** Materials production for the tabletop and functional exercises to ensure accommodations for 65 people per tabletop exercise and 130 people for the functional exercise.
- c. **On-Site Training and Exercise Planning Workshop:** In order to address concerns about hosting the Training and Exercise Planning Workshops via webinar given the size of the stakeholder group, Hagerty has budgeted for two additional on-site meetings for these workshops.

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2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Table 2.1 Activities and Deliverables by Phase			
Project Part 1: Cyber Exercise Series		Deliverable Type	Timeline
Project Initiation			
	Remote Kickoff Meeting	Planning	June 1, 2017
Phase 1: Workshop/TTX Planning Meetings/Design			
	Meet with Exercise Planning Committee to finalize Scope of Work (Onsite)	Written	June 13, 2017
	Design Phase I Workshop & TTX	Written	June 19, 2017
	Plan and conduct Initial Planning Conference (IPC) to address workshop and tabletop scope, capabilities, objectives and participants; define Phase I Exercise Plan	Planning	June 19, 2017
	Design, coordinate and conduct a Training and Exercise Planning Workshop (TEPW) to: Set foundation for exercise program. Review the NH CDP/CDT with CAC and DoIT IT Leaders, Review planning and operational components of the exercise plan, Review planning and operational components of the exercise plan, Review planning and operational components of the exercise plan, Update participants on the tabletop exercise process and format	Written	June 26, 2017
	Design TTX to test existing response procedures and the NH CDP/CDT	Written	June 26, 2017
	Schedule and coordinate all logistics for TTX (NH to provide participant list)	Planning	June 26, 2017
	Develop TTX Situation Manual, Facilitators Guide, Player Handout and Feedback Form	Written	June 26, 2017
	Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise prior to session	Written	September 11, 2017
	Facilitate TTX providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders/Managers. NH to designate Observers (On Site)	Execute	October 2, 2017
	Conduct Player Hot Wash	Execute	October 17, 2017
	Issue and review Participant Feedback Forms	Written	October 17, 2017
	Prepare TTX After-Action Report/Improvement Plan (AAR/IP)	Written	October 23, 2017

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	Recommend additions and revisions to the NH CDP	Written	October 23, 2017
	Execute AAM	Execute	November 17, 2017
	Present TTX leadership briefing	Written	November 21, 2017
Phase 2: Workshop/TTXs Execution			
	Meet with Exercise Planning Committee to finalize Scope of Work (Onsite)	Written	June 19, 2017
	Design Phase II Workshop & TTX	Written	June 19, 2017
	Plan and conduct Initial Planning Conference (IPC) to address scope, capabilities, objectives and participants; define Phase II Exercise Plan	Planning	October 2, 2017
	Design, develop coordinate and conduct a Workshop to: Review the NH CDP with additional participants including Key Managers and Public/Private representatives (NH to provide participant list), Review planning and operational components of the exercise plan, update participants on the FE process and format	Written	October 2, 2017
	Design TTX to test existing response procedures and the NH CDP/CDT	Written	October 2, 2017
	Schedule and coordinate all logistics for TTX (NH to provide participant list)	Planning	October 2, 2017
	Develop TTX Situation Manual, Facilitators Guide, Player Handout and Feedback Form	Written	October 2, 2017
	Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise prior to session	Written	October 2, 2017
	Facilitate TTX providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders. NH to designate Observers (On Site)	Execute	January 1, 2018
	Conduct Player Hot Wash	Execute	January 17, 2018
	Execute TTX	Execute	January 17, 2018
	Issue and review Participant Feedback Forms	Written	January 17, 2018
	Prepare TTX After-Action Report/Improvement Plan (AAR/IP)	Written	January 22, 2018
	Recommend additional and revisions to the NH CDP	Written	January 22, 2018
	Present After Action briefing to participants	Written	February 14, 2018
	Present TTX leadership briefing	Written	February 16, 2018
Phase 2: Functional Exercise			
	Meet with Exercise Planning Committee to finalize Scope of Work (Remote)	Planning	June 19, 2017
	Design FE	Written	November 6, 2017
	Plan and conduct Initial Planning Conference (IPC) to address scope, capabilities, objectives and participants; define Phase III Exercise Plan	Planning	November 6, 2017
	Design Functional exercise plan to test NH CDP and	Written	November 6, 2017

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Date: 4-19-17

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	response procedures		
	Schedule and coordinate all logistics for Functional Exercise (NH to be held at the State Emergency Operations Center (EOC))	Planning	November 6, 2017
	Develop exercise materials including Master Scenario Events List (MSEL), Injects & Tracking	Written	November 6, 2017
	Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise	Planning	March 12, 2018
	Execute FE	Execute	April 2, 2018
	Develop and conduct Role and Responsibility Briefings	Execute	April 2, 2018
	Facilitate Functional Exercise providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders/Managers. NH to designate Observers.	Execute	April 18, 2018
	Conduct Player Hot Wash	Execute	April 18, 2018
	Issue and review Participant Feedback Forms	Written	April 18, 2018
	Prepare functional After-Action Report/Improvement Plan (AAR/IP)	Written	April 23, 2018
	Recommend additions and revisions to the NH CDP	Written	April 23, 2018
	Execute AAM	Execute	May 18, 2018
	Present leadership briefing	Written	May 22, 2018
	Project Closeout Meeting with Exercise Steering Committee	Written	May 31, 2018
Project Part 2: Executive After-Action Meeting			
Phase 1: After Action Meeting Planning / Materials Development			
	Remote Planning Meeting (Combined with Functional After Action Meeting in Project Part 1)	Planning	February 1, 2018
	Draft Executive After Action Meeting Materials	Written	February 8, 2018
	Final Executive After Action Meeting Materials	Written	February 15, 2018
Phase 2: Executive Meeting Execution			
	Executive After Action Meeting (On Site)	Written	February 22, 2018
	Final After Action Report (Entire Exercise Series)	Written	March 8, 2018
Project Part 3: Statewide Cyber Response Framework			
Phase 1: Statewide Cyber Response Framework Planning Meetings			
	On-Site Initial Planning Meeting	Planning	March 15, 2018
	On-Site Mid-Term Planning Meeting	Planning	April 12, 2018
	On-Site Final Planning Meeting	Planning	May 10, 2018
Phase 2: Framework Development and Project Closeout			
	Draft Statewide Cyber Response Framework Outline	Written	March 29, 2018
	Draft Statewide Cyber Response Framework	Written	April 26, 2018
	Document how cyber responders will support ICS structure	Written	

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	Document how critical cyber incident information will be shared across agencies, jurisdictions, and sectors	Written	
	Document how information technology organizations can support response efforts	Written	
	Document Critical cyber asset identification	Written	
	Document cyber capability assessment	Written	
	Document Regional cyber risk assessment	Written	
	Document guidance on creating CDT	Written	
	Final Statewide Cyber Response Framework	Written	May 31, 2018
	Next Steps and Recommendations Memo and Delivery of All Final Deliverables	Written	June 30, 2018

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CYBER INCIDENT RESPONSE EXERCISE
CONTRACT 2017-007
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of \$120,000 for the period between the Effective Date through August 31, 2018. Hagerty Consulting Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hagerty Consulting Inc. to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

Table 1.1 Activities and Deliverables by Phase			
Project Part 1: Cyber Exercise Series		Projected Delivery Date	Price
Project Initiation			
	Remote Kickoff Meeting	June 1, 2017	
Phase 1: Workshop/TTX Planning Meetings/Design			
	Meet with Exercise Planning Committee to finalize Scope of Work (Onsite)	June 13, 2017	
	Design Phase I Workshop & TTX	June 19, 2017	
	Plan and conduct Initial Planning Conference (IPC) to address workshop and tabletop scope, capabilities, objectives and participants; define Phase I Exercise Plan	June 19, 2017	
	Design, coordinate and conduct a Training and Exercise Planning Workshop (TEPW) to: Set foundation for exercise program. Review the NH CDP/CDT with CAC and DoIT IT Leaders, Review planning and operational components of the exercise plan, Review planning and operational components of the exercise plan, Update participants on the tabletop exercise process and format	September 4, 2017	
	Design TTX to test existing response procedures and the NH CDP/CDT	June 26, 2017	
	Schedule and coordinate all logistics for TTX (NH to provide participant list)	June 26, 2017	
	Develop TTX Situation Manual, Facilitators Guide, Player Handout and Feedback Form	June 26, 2017	
	Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise prior to session	September 11, 2017	

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Facilitate TTX providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders/Managers. NH to designate Observers (On Site)	October 2, 2017	
Conduct Player Hot Wash	October 17, 2017	
Issue and review Participant Feedback Forms	October 17, 2017	
Prepare TTX After-Action Report/Improvement Plan (AAR/IP)	October 23, 2017	
Recommend additions and revisions to the NH CDP	October 23, 2017	
Execute AAM	November 17, 2017	
Present TTX leadership briefing	November 21, 2017	
Total		\$16,585.50
Phase 2: Workshop/TTXs Execution		
Meet with Exercise Planning Committee to finalize Scope of Work (Onsite)	June 19, 2017	
Design Phase II Workshop & TTX	June 19, 2017	
Plan and conduct Initial Planning Conference (IPC) to address scope, capabilities, objectives and participants; define Phase II Exercise Plan	October 2, 2017	
Design, develop coordinate and conduct a Workshop to: Review the NH CDP with additional participants including Key Managers and Public/Private representatives (NH to provide participant list), Review planning and operational components of the exercise plan, update participants on the FE process and format	October 2, 2017	
Design TTX to test existing response procedures and the NH CDP/CDT	October 2, 2017	
Schedule and coordinate all logistics for TTX (NH to provide participant list)	October 2, 2017	
Develop TTX Situation Manual, Facilitators Guide, Player Handout and Feedback Form	October 2, 2017	
Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise prior to session	October 2, 2017	
Facilitate TTX providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders. NH to designate Observers (On Site)	January 1, 2018	
Conduct Player Hot Wash	January 17, 2018	
Execute TTX	January 17, 2018	
Issue and review Participant Feedback Forms	January 17, 2018	
Prepare TTX After-Action Report/Improvement Plan (AAR/IP)	January 22, 2018	
Recommend additional and revisions to the NH CDP	January 22, 2018	
Present After Action briefing to participants	February 14, 2018	

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	Present TTX leadership briefing	February 16, 2018	
			Total
			\$13,185.50
Phase 2: Functional Exercise			
	Meet with Exercise Planning Committee to finalize Scope of Work (Remote)	June 19, 2017	
	Design FE	November 6, 2017	
	Plan and conduct Initial Planning Conference (IPC) to address scope, capabilities, objectives and participants; define Phase III Exercise Plan	November 6, 2017	
	Design Functional exercise plan to test NH CDP and response procedures	November 6, 2017	
	Schedule and coordinate all logistics for Functional Exercise (NH to be held at the State Emergency Operations Center (EOC))	November 6, 2017	
	Develop exercise materials including Master Scenario Events List (MSEL), Injects & Tracking	November 6, 2017	
	Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise	March 12, 2018	
	Execute FE	April 2, 2018	
	Develop and conduct Role and Responsibility Briefings	April 2, 2018	
	Facilitate Functional Exercise providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders/Managers. NH to designate Observers.	April 18, 2018	
	Conduct Player Hot Wash	April 18, 2018	
	Issue and review Participant Feedback Forms	April 18, 2018	
	Prepare functional After-Action Report/Improvement Plan (AAR/IP)	April 23, 2018	
	Recommend additions and revisions to the NH CDP	April 23, 2018	
	Execute AAM	May 18, 2018	
	Present leadership briefing	May 22, 2018	
	Project Closeout Meeting with Exercise Steering Committee	May 31, 2018	
			Total
			\$25,171.50
Project Part 2: Executive After-Action Meeting			
Phase 1: After Action Meeting Planning / Materials Development			
	Remote Planning Meeting (Combined with Functional After Action Meeting in Project Part 1)	February 1, 2018	
	Draft Executive After Action Meeting Materials	February 8, 2018	
	Final Executive After Action Meeting Materials	February 15, 2018	
			Total
			\$3,440.00

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Phase 2: Executive Meeting Execution			
	Executive After Action Meeting (On Site)	February 22, 2018	
	Final After Action Report (Entire Exercise Series)	March 8, 2018	
Total			\$7,217.50
Project Part 3: Statewide Cyber Response Framework			
Phase 1: Statewide Cyber Response Framework Planning Meetings			
	On-Site Initial Planning Meeting	March 15, 2018	
	On-Site Mid-Term Planning Meeting	April 12, 2018	
	On-Site Final Planning Meeting	May 10, 2018	
Total			\$23,312.50
Phase 2: Framework Development and Project Closeout			
	Draft Statewide Cyber Response Framework Outline	March 29, 2018	
	Draft Statewide Cyber Response Framework	April 26, 2018	
	Document how cyber responders will support ICS structure		
	Document how critical cyber incident information will be shared across agencies, jurisdictions, and sectors		
	Document how information technology organizations can support response efforts		
	Document Critical cyber asset identification		
	Document cyber capability assessment		
	Document Regional cyber risk assessment		
	Document guidance on creating CDT		
	Final Statewide Cyber Response Framework	May 31, 2018	
	Next Steps and Recommendations Memo and Delivery of All Final Deliverables	June 30, 2018	
Total			\$26,088.00
Change Management – Enhancement			\$4,999.50
Total for all Deliverables			\$120,000.00

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1.2 Vendor Pricing

The costs reflected in the table below summarizes the total cost by phase as specified in in Appendix C: *Scope, Requirements and Deliverables*. The Deliverable Payment Schedule will be based on completion of each Phase.

Table 1.2: Vendor Pricing Worksheet Summary	
Project Phase	All Phase Pricing
Phase I – Workshop & Tabletop	\$16,585.50
Phase II – Workshop & Tabletop	\$13,185.50
Phase III – Functional	\$25,171.50
Executive Level After-Action Meeting Strategy Workshop	\$10,657.50
Response Framework Development	\$49,400.50
Total	\$115,000.50

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the price limitation in block 1.8 of the P-37 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Hagerty Consulting Inc. for all fees and expenses, of whatever nature, incurred by Hagerty Consulting Inc. 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

Hagerty Consulting Inc. shall submit invoices within one week of the State’s Acceptance of the Deliverable(s) as permitted by the Contract and the terms listed herein. All invoices shall be subject to the State’s prior written approval, which shall not be unreasonably withheld.

Hagerty Consulting Inc. shall only submit invoices for Services 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 service and identification of the service for which payment is sought.

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

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If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify Hagerty Consulting Inc. of the alleged error prior to the due date of such payment. The State and Hagerty Consulting Inc. agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to Hagerty Consulting Inc.. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

Invoices shall be sent to:

Department of Information Technology
Accounts Payable
Department of Information Technology
27 Hazen Drive
Concord, NH 03110

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Keith King
Director, Finance & Accounting
1618 Orrington Avenue, Suite 201
Evanston, IL 60201

5. OVERPAYMENTS TO HAGERTY CONSULTING INC.

Hagerty Consulting Inc. 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 Hagerty Consulting Inc.'s invoices with appropriate information attached.

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PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

There are no changes to the terms outlined in the P37 General Provisions.

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PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

1. TRAVEL EXPENSES

Hagerty Consulting Inc. must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide Hagerty Consulting Inc. with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Hagerty Consulting Inc. to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

Hagerty Consulting Inc. 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 *Contractor Records Retention*.

Hagerty Consulting Inc. 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. Hagerty Consulting Inc. 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

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ADMINISTRATIVE SERVICES**

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. Hagerty Consulting Inc. 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 Hagerty Consulting Inc.'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.

6. ACCOUNTING REQUIREMENTS

Hagerty Consulting Inc. 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 Hagerty Consulting Inc. shall maintain records pertaining to the Services and all other costs and expenditures.

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DEPARTMENT OF INFORMATION TECHNOLOGY
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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

1. STATE MEETINGS AND REPORTS

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

Hagerty Consulting Inc.'s 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 Hagerty Consulting Inc.'s Key Project Staff and State Project leaders from both Department of Justice 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 Hagerty Consulting Inc.'s Project Team 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, Hagerty Consulting Inc.'s Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Hagerty Consulting Inc. shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Hagerty Consulting Inc. and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Hagerty Consulting Inc. to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Hagerty Consulting Inc.'s responsibility.

Hagerty Consulting Inc.'s Project Manager or Hagerty Consulting Inc.'s Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Hagerty Consulting Inc.'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. Hagerty Consulting Inc. shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, Hagerty Consulting Inc. shall provide the State with information or reports regarding the Project. Hagerty Consulting Inc. 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. IMPLEMENTATION STRATEGY

2.1 Key Components

Hagerty Consulting Inc. shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

Hagerty Consulting Inc. and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

Hagerty Consulting Inc. shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

Hagerty Consulting Inc. shall adopt an Implementation time-line aligned with the State's required time-line.

2.2 Timeline

The timeline is set forth in the Work Plan. 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.

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PART 3 - EXHIBIT F
TESTING SERVICES**

Exhibit F – Not Applicable to this Contract

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

Exhibit G – Not Applicable to this Contract

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PART 3 - EXHIBIT H
REQUIREMENTS**

Exhibit H – Not Applicable to this Contract

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PART 3 - EXHIBIT I
WORK PLAN**

Hagerty Consulting Inc.'s Project Manager and the State Project manager shall finalize the Work Plan within 30 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Hagerty Consulting Inc.'s plan to implement and execute the two (2) Table Top exercises and one (1) Functional Exercise. Continued development and management of the Work Plan is a joint effort on the part of Hagerty Consulting Inc. and State Project Managers.

The preliminary Work Plan created by Hagerty Consulting Inc. and the State is set forth at the end of this Exhibit.

In conjunction with Hagerty Consulting Inc.'s Project Management methodology, which shall be used to manage the Project's life cycle, Hagerty Consulting Inc.'s team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Hagerty Consulting Inc.'s team members), refine the Project's scope, and establish the Project's Schedule.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

B. Logistics

- Hagerty Consulting Inc.'s Team shall perform this Project at State facilities. Use of State facilities shall be at no cost to Hagerty Consulting Inc.
- Hagerty Consulting Inc.'s Team may perform this Project work at a facility other than that furnished by the State, when practical, at their own expense and approved by the State.
- Hagerty Consulting Inc.'s Team shall honor all holidays observed by Hagerty Consulting Inc. or the State, although with permission, may choose to work on holidays and weekends.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by

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PART 3 - EXHIBIT I
WORK PLAN**

determining which team members have access to the Project folder and granting either view or read/write privileges. Hagerty Consulting Inc.'s Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Hagerty Consulting Inc. and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- Hagerty Consulting Inc. assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

2. ROLES AND RESPONSIBILITIES

A. Contractor's Team Roles and Responsibilities

1) Contractor's Team Project Executive

Hagerty Consulting Inc. Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise Hagerty Consulting Inc.'s Team Project Manager and the State's Project leadership on the best practices for implementing Hagerty Consulting Inc.'s solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Contractor's Team Project Manager

Hagerty Consulting Inc.'s Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of Hagerty Consulting Inc.'s Implementation Team. Hagerty Consulting Inc.'s Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Hagerty Consulting Inc.'s Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Hagerty Consulting Inc.'s Team members;
- Provide progress reports to the State Project Manager as requested;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;

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PART 3 - EXHIBIT I
WORK PLAN**

- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with Hagerty Consulting Inc.'s Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from Hagerty Consulting Inc.'s team;
- Assist Hagerty Consulting Inc.'s Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform Hagerty Consulting Inc.'s Project Manager of any urgent issues if and when they arise; and
- Assist Hagerty Consulting Inc.'s team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Attend Project meetings when requested.

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PART 3 - EXHIBIT J
SOFTWARE LICENSE**

Exhibit J – Not Applicable to this Contract

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PART 3 - EXHIBIT K
WARRANTIES & WARRANTY SERVICES**

WARRANTIES

1.1 Services

Hagerty Consulting Inc. shall warrant that all Services to be provided under the Contract shall be provided expediently and in a professional manner in accordance with the RFP; and that Services will comply with Appendix H: *State of New Hampshire Terms and Conditions P-37 and Contract Standard Language* and Section 6 *General Contract Requirements*.

1.2 Personnel

Hagerty Consulting Inc. shall warrant 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.

1.3 Non-Infringement

Hagerty Consulting Inc. shall warrant 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 Warranty Period

Hagerty Consulting Inc. shall warrant all Services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period. The warranty for non-infringement shall survive the conclusion of the Contract and any extensions.

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PART 3 - EXHIBIT L
TRAINING SERVICES**

Exhibit L – Not Applicable to this Contract

State of NH Contract: 2017-007 CYBER INCIDENT RESPONSE EXERCISE

Exhibit L – Training Services

Date: 4.19.17

Hagerty Consulting Inc. Initials BRG

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PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

Department of Information Technology, RFP 2017-007 Cyber Incident Response Exercise dated January 4, 2017 is hereby incorporated by reference as fully set forth herein.

State of NH Contract: 2017-007 CYBER INCIDENT RESPONSE EXERCISE

Exhibit M – Agency RFP with Addendums, by reference

Date: 4-19-17

Hagerty Consulting Inc. Initials BRG

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CYBER INCIDENT RESPONSE EXERCISE
CONTRACT 2017-007
PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

Hagerty Consulting Inc. Proposal to DoIT RFP 2017-007 Cyber Incident Response Exercise dated January 4, 2017 is hereby incorporated by reference as fully set forth herein.

State of NH Contract: 2017-007 CYBER INCIDENT RESPONSE EXERCISE

Exhibit N – Contractor Proposal, By Reference

Date: 4.19.17

Hagerty Consulting Inc. Initials BRG

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CYBER INCIDENT RESPONSE EXERCISE
CONTRACT 2017-007
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Contractor's Certificate of Good Standing
- B. Contractor's Certificate of Vote/Authority
- C. Contractor's Certificate of Insurance

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Stephen H. Hagerly (Name), hereby certify that I am duly elected Clerk/Secretary of Hagerly Consulting, Inc. (Name of Corporation or LLC). I hereby certify the following is a true copy of a

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April (Month)

19 (Day), 20 17 (Year) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Bradley R Grining, COO (Name and Title) (may list more than one person) is duly authorized to

enter into contracts or agreements on behalf of Hagerly Consulting, Inc. (Name of Corporation or LLC) with

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 4/19/17

ATTEST: Stephen H. Hagerly (Name and Title)

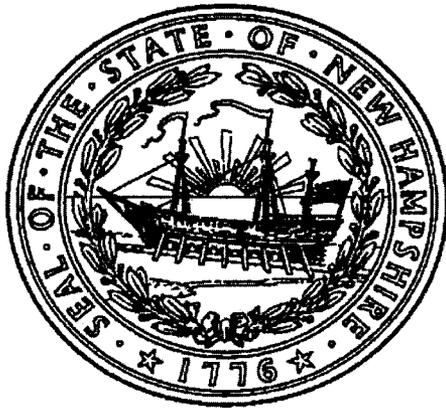
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HAGERTY CONSULTING, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on March 21, 2017. 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: 766581



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

