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State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELME
COMMISSIONER

August 18, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety (DOS), Division of Homeland Security & Emergency Management (HSEM), to enter into a contract with the Emergency Communications Network, LLC (ECN), (VC# 220207 P001) 780 W. Granada Blvd. Suite 200, Ormond Beach, FL 32174, in the amount of \$185,000.00 to implement a hosted Web-based cellular phone notification system and associated services to alert and warn the public of any impending dangers. This contract may be extended up to three (3) years at the sole option of the State. Effective upon Governor and Council approval through August 1, 2017. Funding source: 100% Federal Funds.


Funding is available in the SFY 2015 operating budget and contingent upon availability and continued appropriations in SFY 2016 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-11180000	Dept. of Safety – Off. of Commissioner – Homeland State Agency Grants		
072-500576	Grants-Federal – Grants to other State Agencies-Federal	<u>SFY15</u>	<u>SFY16</u>
		\$92,500.00	\$92,500.00
		TOTAL	\$185,000.00

Explanation

This contract provides for the launching of a commercial-off-the-shelf (COTS) hosted Web-based cellular phone notification system and associated services for DOS HSEM to alert and warn the public of any impending dangers. ECN shall commence work upon issuance of a notice to proceed by the State. This is a non-exclusive, firm fixed price (FFP) contract with price and term limitations as set forth in the contract. A Request for Proposals (RFP# 2014-146) was posted on the State's Administrative Services website from June 13, 2014, to July 9, 2014, with five vendors submitting proposals. These proposals were reviewed and scored by a five-person committee consisting of Michael Todd, DOS Public Information Officer; Timothy Scott, E-911 Emergency Communications; Paul Raymond, HSEM WebEOC Coordinator; Fallon Reed, HSEM Operations Assistant Chief; and Steven Temperino, HSEM Assistant Director. It was determined that two of the proposals did not meet the RFP requirements. Of the three proposals that met the RFP requirements, ECN scored the highest and, therefore, was the selected vendor.

Respectfully submitted,


John J. Barthelme
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Steven J. Kelleher
Acting Commissioner

August 19, 2014

John J. Barthelmes, Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your Agency's request to enter into a contract with Emergency Communications Network as described below and referenced as DOIT 2014-146.

The purpose of this RFP is to secure a Commercial off the Shelf, hosted, web based system which will allow the Department to release emergency messages to warn the public of impending danger to cell phone users within geographical areas specified by the Department. This system will integrate emergency weather warnings from NOAA (National Oceanic and Atmospheric Administration) and enable the State to rebroadcast State Amber Alert (missing child) messages in a timely manner to a large number of people within a target area. The contract value is \$185,000 and the completion date is August 1, 2017 upon Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/dcp
DOS 2014-146

cc: David Perry, DoIT Contracts Manager
Bart Bronson, DoIT, DOS IT Lead

ATTACHMENT I

Program Name: Emergency Notification System

	1	2	3
RFP Score Summary	ECN	Blackboard	Ping4
RFP CRITERIA	Max Pts		
Software Solution	40	38.8	32.6
Technical, Service and Project Mgmt	10	8.9	8.5
Vendor & Experience	10	7.27	5.1
Software Solution Cost	40	22	32.6
Total	100	76.97	78.8

Contract Price	\$ 185,000.00
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Definitions of Scoring Criteria:

Software Solution: Sub-factors reviewed include Overall Fit, Features and Optional Features, Usability and estimated size of Vendor subscriber base.

Technical, Service and Project Mgmt: Services are to include technical expertise, ability to provide professional and services and support.

Vendor & Experience: Vendor qualifications include corporate qualifications, including time in operation and stability and company references.

Software Solution Cost: The proposed cost is appropriate in relation to the proposed activities; is reasonable, detailed and consistent with the intended use of funds.

Scoring Committee:

Mike Todd, DOS Public Information Officer

Tim Scott, E911

Paul Raymond, HSEM WebEOC Coordinator

Fallon Reed, HSEM Operations Asst Chief

Steven Temperino, HSEM Assistant Director

ATTACHMENT 1

Program Name: Emergency Notification System

RFP Scoring Detail

Emergency Communications Network		1						
RFP Criteria	Max Pts	MT	TS	PR	FR	ST	Total	
Software Solution	40	36	35	27	31	31	32	
Technical, Service and Project Mgmt	10	5.5	10	6	8	10	7.9	
Vendor & Experience	10	6.85	10	6	7	6	7.17	
Software Solution Cost	40	40	39	35	35	30	35.8	
							82.87	

Blackboard Inc.		2						
RFP Criteria	Max Pts	MT	TS	PR	FR	ST	Total	
Software Solution	40	40	38	40	38	38	38.8	
Technical, Service and Project Mgmt	10	7.5	8	10	9	10	8.9	
Vendor & Experience	10	4.85	6.5	10	7	8	7.27	
Software Solution Cost	40	25	18	22	25	20	22	
							76.97	

Ping4		3						
RFP Criteria	Max Pts	MT	TS	PR	FR	ST	Total	
Software Solution	40	31	33	36	33	30	32.6	
Technical, Service and Project Mgmt	10	7	7	10	9.5	9	8.5	
Vendor & Experience	10	4.5	4	7.5	4.5	5	5.1	
Software Solution Cost	40	35	30	33	35	30	32.6	
							78.8	

Reviewers:

Mike Todd	MT
Tim Scott	TS
Paul Raymond	PR
Fallon Reed	FR
Steven Temperino	ST

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2014-146
AGREEMENT- PART 1**

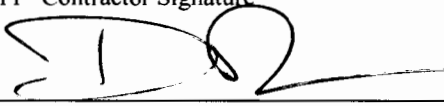
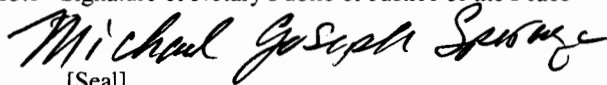

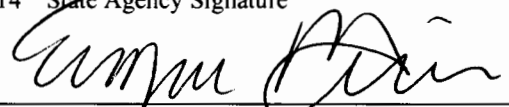
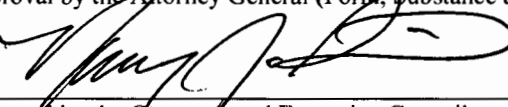
Subject: EMERGENCY NOTIFICATION SERVICE

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of safety Homeland Security and Emergency Management		1.2 State Agency Address 110 Smokey Bear Blvd Concord, NH 03301	
1.3 Contractor Name Emergency Communications Network, LLC		1.4 Contractor Address 780 W Granada Blvd Ste 200 Ormond Beach FL 32174	
1.5 Contractor Phone Number 386-676-0294	1.6 Account Number 11180000 500576	1.7 Completion Date August 1, 2017	1.8 Price Limitation \$185,000
1.9 Contracting Officer for State Agency Elizabeth A. Bielecki, Director of Administration		1.10 State Agency Telephone Number 603 271-2589	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David DiGiacomo, President	
1.13 Acknowledgement: State of Florida , County of Volusia On <u>Aug. 15, 2014</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  [Seal]		 MICHAEL JOSEPH SPERANZA MY COMMISSION # EE 066375 EXPIRES: February 21, 2015 Bonded Thru Budget Notary Services	
1.13.2 Name and Title of Notary or Justice of the Peace MICHAEL JOSEPH SPERANZA, Contract Clerk, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>8/21/2014</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2014-146
CONTRACT AGREEMENT –PART 2**

TERMS AND DEFINITIONS

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

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

**STATE OF NEW HAMPSHIRE
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CONTRACT AGREEMENT –PART 2**

	Section 1.1)
Contract Managers	The persons identified by the State and ECN 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>)
ECN/ECN	ECN whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a ECN must cure the default identified.
Custom Code	Code developed by ECN specifically for this project for the State of New Hampshire
Custom Software	Software developed by ECN specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by ECN during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
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CONTRACT AGREEMENT –PART 2**

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

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Key Project Staff	Personnel identified by the State and by ECN as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 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 ECN to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and ECN’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 ECN to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and ECN’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 ECN on the Project
Proposal	The submission from a ECN in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether

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	fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. ECN allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between ECN and the State specifying the level of Service that is expected of, and provided by, ECN during the term of the Contract.
Services	The work or labor to be performed by ECN on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by ECN under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by ECN in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Safety, Homeland Security and Emergency Management (DOS, HSEM) 110 Smokey Bear Bvd 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

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	requirements, the roles and responsibilities of the State and ECN. The Contract Agreement SOW defines the results that ECN 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).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, ECN, which is performing Services under this Contract under a separate Contract with or on behalf of ECN
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a ECN, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when ECN is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization

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ECN/ ECN	ECN whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which ECN is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by ECN during the Warranty Period.
Work Hours	ECN 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 ECN either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Safety (“DOS”), Homeland Security and Emergency Management (“HSEM”)(DOS and HSEM, collectively, the “State”), and Emergency Communications Network, LLC, a Delaware limited liability company, (“ECN”), having its principal place of business at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174.

This purpose of this contract is to implement a hosted, WEB based, cellular phone Notification system and associated services for DOS, HSEM to alert & warn the public of any impending dangers.

RECITALS

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

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

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

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

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- a. State of New Hampshire, DOS, HSEM Contract 2014-146.
- b. RFP 2014-146 Emergency Notification Service, dated June 13, 2013, with addenda 1 through 3 incorporated; then
- c. ECN's Proposal, dated July 9, 2013.

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through August 1, 2017. The Term may be extended up to three (3) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond August 1, 2020.

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

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

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

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

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

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3. CONTRACT MANAGEMENT

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

3.1 ECN's Contract Manager

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

Michele Dotterer
Vice President of Sales
780 W Granada Blvd Ste 200
Tel: 386 676-0294
Fax: 386 615-1371
Email: mdotterer@ecnetwork.com

3.2 ECN's Project Manager

3.2.1 Contract Project Manager

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

3.2.2 ECN 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 ECN's representative for all administrative and management matters. ECN's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. ECN'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. ECN's Project Manager must work diligently and use his/ her best efforts on the Project.

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

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management Services through the assignment of a qualified interim ECN Project Manager.

- 3.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare ECN in default and pursue its remedies at law and in equity, if ECN fails to assign a ECN Project Manager meeting the requirements and terms of the Contract.
- 3.2.5** ECN Project Manager is:
Gary Van OpDorp
Director of Software Development 780 W Granada Blvd Ste 200
Tel: 386 676-0294
Fax: 386 615-1371
Email: gvanopdorp@ecnetwork.com

3.3 ECN Key Project Staff

- 3.3.1** ECN 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.1: *System Requirements and Deliverables-ECN Response Checklist*. The State may conduct reference and background checks on ECN Key Project Staff. The State reserves the right to require removal or reassignment of ECN's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.
- 3.3.2** ECN shall not change any ECN Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ECN Key Project Staff will not be unreasonably withheld. The replacement ECN Key Project Staff shall have comparable or greater skills than ECN Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,
- 3.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare ECN in default and to pursue its remedies at law and in equity, if ECN fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with ECN's replacement Project staff.

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

ECN's Key Project Staff:

Key Member(s)

Michael Gehringer

Tracy Cervi

Title

Senior Engineer

Operations Supervisor

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Joey Medvick

Operations Specialist

3.4 State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

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

3.5 State Project Manager

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

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

The State Project Manager is:

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

3.6 Reference and Background Checks

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

4. DELIVERABLES

4.1 ECN Responsibilities

ECN 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.

ECN may subcontract Services subject to the provisions of the Contract. ECN must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider ECN 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.

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4.2 Deliverables and Services

ECN 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, ECN represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

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



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5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

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

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

5.4 Title

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

6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

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7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

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

8. WORK PLAN DELIVERABLE

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

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9. CHANGE ORDERS

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

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

10. INTELLECTUAL PROPERTY

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

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

10.1 State's Data

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

10.2 ECN's Materials

Subject to the provisions of this Contract, ECN may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, ECN shall not distribute any products containing or disclose any

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State Confidential Information. ECN 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 ECN employees or third party consultants engaged by ECN.

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

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages, except for the community notification enrollment page used by ECN to access their Software as a Service (SaaS) services. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.4 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

11.2 State Confidential Information

ECN shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that

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becomes available to ECN 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. ECN shall immediately notify the State if any request, subpoena or other legal process is served upon ECN regarding the State Confidential Information, and ECN shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

11.3 ECN Confidential Information

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

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11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

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

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

12.2 ECN

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

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

12.3 State's Immunity

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

12.4 Survival

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

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13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of ECN shall constitute an event of default hereunder (“Event of Default”)

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

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

- a. Unless otherwise provided in the Contract, the State shall provide ECN 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 ECN fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving ECN 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 ECN 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 ECN during the period from the date of such notice until such time as the State determines that ECN has cured the Event of Default shall never be paid to ECN.
- c. Set off against any other obligations the State may owe to ECN 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 ECN shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

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- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, ECN 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 ECN and in which the State has an interest;
 - d.** Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

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

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	ECN	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	ECN Project Manager Gary Van OpDorp	State Project Manager (PM)	5 Business Days
First	Michele Dotterer, Vice President of Business Development	Perry E. Plummer, Director	10 Business Days
Second	David DiGiacomo, President	John J. Barthlemes Commissioner	15 Business Days

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

17. ESCROW OF CODE

- a. Not Used

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18. GENERAL PROVISIONS

18.1 Travel Expenses

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

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

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

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

18.4 Access/Cooperation

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

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

18.5 Required Work Procedures

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

18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), ECN 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 ECN access or attempt to access any information without having the express authority to do so.

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- c. That at no time shall ECN 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 ECN 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 ECN. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if ECN is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". ECN understand and agree that use of email shall follow State standard policy (available upon request).

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

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

18.11 Insurance

18.11.1 ECN Insurance Requirement

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

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

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

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CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

ECN shall provide the State with the CodeRED System which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table A-1 Implementation Schedule

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.
Develop and program custom NH Alert branding for CodeRED Mobile Alert App	SW	
Test that custom branded NH Alert CodeRED Mobile Alert App can receive notifications from the State's CodeRED System	Non SW	This Agreement upgrades that system to include: 1) the ability to use the 10,000 minutes to call land lines and mobile phones for citizens and businesses that opt-in using a Community Notification Enrollment Page; 2) weather alerts to landlines and mobile phones that opt-in using a Community Notification Enrollment Page; 3) weather alerts to the NH Alert branded CodeRED Mobile (as described in the RFP response); 4) and unlimited notifications from the State to the NH Alert branded CodeRED Mobile (as described in the RFP response). In the event the E-911 Agreement is terminated, this Agreement would continue to provide the weather alerts and general alerts to the NH branded CodeRED Mobile, and weather alerts to land

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		lines and mobile phones that opt-in using a Community Notification Enrollment Page; only the internal notifications, non-weather notifications to landlines and mobile phones that opted-in using a Community Notification Enrollment Page, and IPAWS functionality would be terminated. ECN will conduct testing to ensure that the current CodeRED system works with the additional features provided under this Agreement.
Provide logins and passwords	Non SW	The State may use its existing logins and passwords for the CodeRED solution.
Create Test Plan	Written	The State will begin User Acceptance Testing after acceptance of the Test Plan
Test Conducted (State)	Non SW	The State will conduct testing using its own CodeRED solution.
User Acceptance	Written	The State will conduct UAT.
Conduct training Sessions and provide training documents	Non SW	Training is done online using the State's existing CodeRED solution

3. TRAINING DELIVERABLES

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

4. SOFTWARE LICENSES

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

This is a Firm Fixed Price (FFP) Contract totaling \$185,000 for the period between the Effective Date through August 1, 2017. ECN shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ECN to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

1.1 Payment Year 1

Payment year 1 includes the installation and testing of the CodeRED System. Total payment for year 1 shall be one half (1/2) of the total contract value.

Table B-1.1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Develop NH Alert branded CodeRED Mobile App	SW		Included
2	Test Conducted (ECN)	Written		Included
3	Provide logins and passwords	Written		Included
4	Provide Test Plan	Written		Included
5	Test Conducted (State)	Written		Included
6	User Acceptance	Non-Software		Included
7	Conduct training Sessions and provide training documents	Written		Included
8	Payment Total*			\$92,500

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1.2 Payment Year 2

Payment year 2 shall be a maximum of ½ of the contract total. It shall be calculated based on an ECN inventory active users. Payment formula shall be as follows: Total Active Users divided by 100,000 multiplied by one half (1/2) of the contract value up to a maximum of one half (1/2) of the contract value.

Table B-1.2: Payment Year 2

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment
Conduct inventory of active users.		
Year 2 Payment (a maximum of)	<i>TOTAL</i>	\$92,500

1.3 Payment Year 3

Payment Years 1 and 2 shall constitute the sole payments for standard service in this contract. Services and payments for services in Year 3 must be the subject of an amendment to this contract, approved by Governor and Executive Council.

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

Software	Cost Year 1	Max Cost Year 2	Cost Year 3
Basic Emergency Messaging	Table B1-1	Table B1-2	
Total cost	\$92,500	\$92,500	\$ 0

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$185,000 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ECN for all fees and expenses, of whatever nature, incurred by ECN 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

ECN shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s prior written approval, which shall not be unreasonably withheld. ECN shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be

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in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

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

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Emergency Communications Network
Attn: Accounting
780 W. Granada Blvd. Ste. 200
Ormond Beach, FL 32174

5. OVERPAYMENTS TO ECN

ECN 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 ECN's invoices with appropriate information attached.

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SPECIAL PROVISIONS**

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

Notice

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

TO ECN:
Attn: Contracts Management
780. W. Granada Blvd. Ste. 200
Ormond Beach, FL 32174
Tel: (386) 676-0294

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

2. Form P-37 Section 14. INSURANCE

Both parties agree to amend section 14.1.1 of the Agreement Part 1 of the Contract 2014-146 in order to show the amount of insurance is in agreement with ECN's coverage currently in force for comprehensive general liability in the amount of \$1,000,000.00 for each occurrence and the excess/umbrella liability in the amount of \$5,000,000 for each occurrence.

3. EXTENSION

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

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EXHIBIT D
IMPLEMENTATION SERVICES**

1. STATE MEETINGS AND REPORTS

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

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

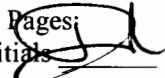
- a. Introductory Meeting:** Participants will include ECN Key Project Staff and State Project leaders from both the Department of Safety, the Department of Homeland Security and Emergency Management and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. Kickoff Meeting:** Participants will include the State and ECN Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. Status Meetings:** Participants will include, at the minimum, the ECN Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from ECN shall serve as the basis for discussion.
- d. The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, every two weeks, 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.

The State expects ECN 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 ECN's responsibility.

The ECN Project Manager or ECN Key Project Staff shall submit every two weeks status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The ECN'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. ECN 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;
- 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, ECN shall provide the State with information or reports regarding the Project. ECN shall prepare special reports and presentations relating to Project Management, and shall



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assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

ECN 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 *ECN Records Retention*.

ECN 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. ECN and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. ECN 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 ECN's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

ECN 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 ECN shall maintain records pertaining to the Services and all other costs and expenditures.

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1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. ECN shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. ECN and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The ECN team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. ECN shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for the new system. A focus on technology transition shall be deemed a priority.
- F. ECN 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.
- G. ECN shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 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.

1.2.1 Project Infrastructure

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

1.2.2 Implementation

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

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

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

1.2.3 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

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

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

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

1. SECURITY

ECN shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. ECN shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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EXHIBIT F
TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

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

ECN shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. ECN will also provide training as necessary to the State staff responsible for test activities. ECN shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

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

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

1.1 Test Planning and Preparation

ECN shall provide the State with an overall Test Plan that will guide all testing. The ECN provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, test scenarios, test scripts, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon ECN's Project Manager's Certification, in writing, that ECN's own staff has successfully executed all prerequisite ECN testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within fifteen (15) business days of receiving Certification from ECN that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from ECN's development environment. ECN must assist the State with testing in accordance with

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the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

ECN must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

ECN's Project Manager must certify in writing, that ECN's own staff has successfully executed all prerequisite ECN testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that ECN has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from ECN that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

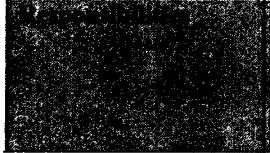
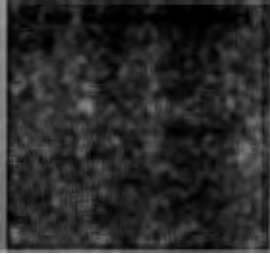

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
ECN Team	<ul style="list-style-type: none"> Provide the State an Acceptance Test Plan and selection of test scripts for the

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	<p>Acceptance Test.</p> <ul style="list-style-type: none">• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.• Work jointly with the State in determining the required actions for problem resolution.
	<ul style="list-style-type: none">• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.• Validate the Acceptance Test environment.• Execute the test scripts and conduct User Acceptance Test activities.• Document and summarize Acceptance Test results.• Work jointly with ECN in determining the required actions for problem resolution.• Provide Acceptance of the validated Systems.
	<p>The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.</p>

1.3 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.4 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

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

1.1 ECN's Responsibility

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

1.1.1 Maintenance Releases

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

2. SYSTEM SUPPORT

2.1 ECN's Responsibility

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

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

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

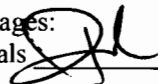
b. Class B & C Deficiencies -The State shall notify ECN of such Deficiencies during regular business hours and ECN shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

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

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

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



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

- 3.4** ECN must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5** If ECN fails to correct a Deficiency within the allotted period of time stated above, ECN shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.2, as well as to return ECN's product and receive a refund for all amounts paid to ECN, including but not limited to, applicable license fees, within ninety (90) days of notification to ECN of the State's refund request
- 3.6** If ECN fails to correct a Deficiency within the allotted period of time Stated above, ECN shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.2.

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REQUIREMENT RESPONSES**

ECN Responses to Appendix C in the RFP

Note – Even though the ECN proposal builds upon and leverages the current E-911 CodeRED application, should this application be no longer be available, the services provided by ECN through and in support of the NH Alerts application, with respect to the requirements listed below as well as other services provided in fulfillment of other RFP 2014-146 requirements, remain unchanged.

Table C-2 General System Requirements - ECN Response Checklist

	Requirement	M	Y	Response
1	System will send message such as Amber Alert support messages, Critical life/safety alerts, and NWS NOAA warnings.	M	Y	The State already has these features through the IPAWS contract in place with ECN. Our offering also includes Weather Warnings in the upgraded version of our proposed "NH Alert" Mobile app.
2	System must have the capability to limit the geographic alert area to which the message is sent according to the needs of the State. In some cases this may extend beyond the boundaries of a town, county or State.	M	Y	The CodeRED solution can leverage Esri-based mapping tools for statewide or localized targeting notifications.
3	ECN must conduct training Sessions for State Personnel to acquaint themselves with the message origination website tool.	M	Y	ECN has trained thousands of client communities to use the CodeRED solution for routine general notifications as well as for use in highly stressful emergency situations.
4	User must have the option of not receiving messages, either by not downloading required application or by easily disabling pre-loaded application.	M	Y	
5	If downloadable application is required, it must be compatible with the majority of currently used operating systems and must be free of charge.	M	Y	
6	ECN must deliver training materials to the State.	M	Y	Training materials are available in both electronic

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				and printed form.
7	Message will persist throughout a time period defined by the State or will persist until canceled by the State	M	Y	Not only will the messages persist, the CodeRED solution can record and maintain an unlimited number of messages for reuse or future use.
8	ECN must provide proof that there is no unauthorized access to notice origination ability.	M	Y	
9	System allows the State to designate user groups for emergency messages within State staff members.	M	Y	
10	Message must notify individuals who travel into the designated area during the time period of the message	M	Y	
11	Messages have the ability to "wake up" receiver.	M	Y	
12	Reply to message ability for user	O	Y	The proposed solution provides optional methods for message recipients to reply to messages.
13	Messages have the ability to contain audio	M	Y	The "NH Alert" Mobile app allows audio to be played by the recipient.
14	Messages have the ability to contain video	M	Y	The "NH Alert" Mobile app allows video to be viewed by the recipient.
15	Messages have the ability to contain file attachments	M	Y	The "NH Alert" Mobile app has specific functionality for file attachments.
16	System allows the State to designate user groups for emergency messages within State staff members.	M	Y	There are multiple ways for the CodeRED solutions to contain video.
17	The System shall be advertised and branded as NH Alert. This name shall be the property of the State and shall survive the contract. It is mandatory that the system has this option, however, if there is an additional cost to provide this option it shall be spelled out as an option and with the additional costs outline in proposal.	M / O	Y	The proposal includes a fully-complaint mobile app branded "NH Alert" with corresponding web pages (NHAlert.com) and marketing. All branded names and customization will be surrendered to the State at contract termination.
18	The System shall be run through cell	M	Y	ECN understands and will

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	phones operated by New Hampshire citizens. The system shall be judged in Year 2 using 100,000 as a standard. In Year 2 of the contract, if less than 100,000 New Hampshire cell phones are currently hosting the NH Alert system ECN Payment shall be equal to (the number of cell phones currently hosting NH Alert) divided by 100,000 multiplied by the payment otherwise due in Year 2.			comply.
G-1	ECN shall participate in an initial kick-off meeting to initiate the Project.	M	Y	
G-2	ECN shall provide Project Staff as specified in the RFP.	M	Y	
G-3	ECN shall submit a finalized Work Plan within ten (5) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks	M	Y	
T-1	<i>The State</i> will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary Software.	M	Y	
T-2	Web-based compatible and in conformance with HTML5 standards:	M	Y	
T-3	GUI Interface Technologies	M	Y	
T-4	Windows 7 or Higher	M	Y	
T-5	Message must access user cell phones using the majority of currently used operating systems, including Android, IOS and RIM	M	Y	Our solutions operate on nearly all common operating systems specific to the type of message initiated. The "NH Alert" Mobile app is optimized for Android and IOS devices.
T-6	Messages must have ability to traverse through any major wireless carrier in NH	M	Y	
T-7	Access for the State must be possible	M	Y	

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	through IE 8.0/9.0/10 and greater			
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	
S-2	Verify the identity or authenticate all of the system's users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Y	
S-3	Enforce unique user names.	M	Y	
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	m	The current minimum for CodeRED passwords is 8 characters, 50 maximum. If required, ECN can create a 10 character minimum for users of the State's system. Additional fees may apply.
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Y	
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	
S-7	Expire passwords after 90 days.	M	Y	ECN is offers multiple password security options.
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	
S-9	Provide ability to limit the number of people that can grant or change authorizations	M	Y	
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Y	
S-12	The application shall not store authentication credentials or sensitive Data	M	Y	

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	in its code.			
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements		Y	
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for a minimum of 90 days,	M	Y	
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	
S-17	Use only the Software and System Services designed for use	M	Y	
S-18	The application Data shall be protected from unauthorized use when at rest	M	Y	
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y	
S-21	Create change management documentation and procedures	M	Y	
H-1	ECN shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via Internet 8/9/10 or above browser	M	Y	
H-1.a	At the State's option, authorized third parties may be given limited access by ECN to certain levels of the State's system through the VPN or through a separate network connection that meets ECN's specifications.	M	Y	
H-2	At a minimum, the System should support this client configuration; Pentium 4,	M	Y	

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	630/3.0GHz PC, Microsoft Windows 7 or above Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.			
H-2.a	ECN will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of ECN, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside ECN's firewall or any issues that are the responsibility of the State Internet Service Provider. .	M	Y	
H-3	ECN shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Y	
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.	M	Y	
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a	M	Y	

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	period not less than 1 ½ days of operation.			
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y	
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Y	
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y	<p>Each site is secured 24 hours a day, seven days a week.</p> <p>Biometric palm scanners, in conjunction with proximity card readers, control access to the facility and the data center floors.</p> <p>Facilities are monitored via closed circuit digital camera coverage with 24-hour recording and 30-day digital video storage.</p> <p>Facilities are equipped with centralized security stations.</p>
H-11	ECN must monitor the application and all servers.	M	Y	
H-12	ECN shall manage the databases and services on all servers located at ECN's facility.	M	Y	
H-13	ECN shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	
H-14	ECN shall monitor System, security, and application logs.	M	Y	
H-15	ECN shall manage the sharing of data resources.	M	Y	
H-16	ECN shall manage daily backups, off-site data storage, and restore operations.	M	Y	
H-17	ECN shall monitor physical hardware.	M	Y	

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H-18	ECN shall immediately report any breach in security to the State of New Hampshire. ECN is to provide written verification of HW and SW anti-Virus and system upgrade/patches to meet State requirements. IE: Log entries, security reviews, operating system patches and AV updates etc.	M	Y	
HOSTING REQUIREMENTS				
H-19	ECN shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	
H-20	ECN shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	
H-22	ECN shall adhere to a defined and documented back-up schedule and procedure.	M	Y	
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	
H-24	Scheduled backups of all servers must be completed regularly, weekly as a minimum.	M	Y	
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	
H-26	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	

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H-27	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Y	
H-28	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, ECN shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. ECN will supply periodic proof of data backups, backup testing to insure data is available and proof that data is being held offsite.	M	Y	
H-29	ECN must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y	
H-30	ECN shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet ECNs, so that a failure of one Internet connection will not interrupt access to the State application.	M	Y	
H-31	Where redundant connections are not provided, then the Internet ECN who provides the Internet service to ECN must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Y	
H-32	ECN' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	
H-33	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, ECN shall provide remote desktop	M	Y	

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	connection to the server through secure protocols such as a Virtual Private Network (VPN).			
H-34	ECN shall employ security measures ensure that the State's application and data is protected.	M	Y	
H-35	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	
H-36	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	
H-38	In the development or maintenance of any code, ECN shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	
H-39	ECN shall notify the State's Project Manager of any security breaches within two (2) hours of the time that ECN learns of their occurrence.	M	Y	
H-40	ECN shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of ECN' hosting infrastructure and/or the application.	M	Y	
H-41	ECN shall be solely liable for costs associated with any breach of State data housed at their location(s) including but	M	Y	

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	not limited to notification and any damages assessed by the courts.			
H-42	ECN shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of ECN' hosting infrastructure and/or the application upon request.	M	Y	
H-43	ECN shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of ECN website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y	
H-44	ECN's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	
H-47	The State shall have unlimited access, via phone or Email, to ECN technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Y	
H-48	ECN response time for support shall conform to the specific deficiency class as described in RFP Terms and Definitions	M	Y	
H-49	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y	
H-50	ECN will guide the State with possible	M	Y	

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	solutions to resolve issues to maintain a fully functioning, hosted System.			
H-51	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	Because CodeRED is a Software as a Service (SaaS) solution, all clients run the latest version at all times. The upgrade process is seamless and transparent to the end user, eliminating the need for a regularly scheduled maintenance window.
H-52	ECN will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	
H-53	ECN shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Y	
H-54	ECN shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	ECN has multiple levels for changes to software.
H-55	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	
H-56	All hardware and software components of ECN hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Y	
H-57	If needed for the transfer of documents or files, ECN shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	

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ECN's Project Manager and the State Project manager shall finalize the Work Plan within ten (10) 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 ECN's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of ECN and State Project Managers.

In conjunction with ECN's Project Management methodology, which shall be used to manage the Project's life cycle, the ECN 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 ECN team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with ECN's Work Plan.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- 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.
- ECN shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The ECN Team shall perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The ECN Team shall honor all holidays observed by ECN 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.
- ECN assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Project Schedule

- Deployment is planned to begin on sixty days from the effective date with a planned go-live date to follow UAT.

E. Reporting

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- ECN shall provide status meetings and reports upon request from the State.

2. ROLES AND RESPONSIBILITIES

A. ECN Team Roles and Responsibilities

1) ECN Team Project Executive

The ECN Team's Project Executives (ECN 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 the ECN Team Project Manager and the State's Project leadership on the best practices for implementing the ECN Software 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) ECN Team Project Manager

The ECN 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 the ECN Implementation Team. The ECN Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Create and maintain the Work Plan;
- Assign ECN Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all ECN Team members;
- Provide on demand progress reports to the State Project Manager;
- 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;
- 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. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

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1) State Project Manager

The State Project Manager shall work side-by-side with the ECN 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:

- Assist the ECN 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 the ECN Project Manager of any urgent issues if and when they arise; and
- Assist the ECN team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. The Preliminary Work Plan Start Date is August 15. The Actual Start date will begin on the Effective date and all Preliminary Work Plan dates will be moved forward accordingly.

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Development	45 days	August 15	October 16
Design custom NH Alert based on CodeRED Mobile Alert App	10 days	August 15	August 28
Develop Android version of App	25 days	August 29	October 2
Develop IOS version of App	25 days	August 29	October 2

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Modifications to direct NH CodeRED mobile to branded App	10 days	August 29	September 11
Systems Integration testing (Test that custom branded NH Alert CodeRED Mobile Alert App can receive notifications from the State's CodeRED System)	5 days	October 3	October 9
Quality testing	5 days	October 10	October 16
Implementation	22 days	October 17	November 17
Test Conducted (State)	15 days	October 17	November 6
User Acceptance	1 day	November 7	November 7
Submission to Play and Apple Stores	1 day	November 10	November 10
Conduct training Sessions and provide training documents	5 days	November 11	November 17

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SOFTWARE LICENSE AND RELATED TERMS**

1. LICENSE GRANT

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

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

2. SOFTWARE AND DOCUMENTATION COPIES

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

3. RESTRICTIONS

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

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

4. TITLE

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

5. SOFTWARE NON-INFRINGEMENT

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

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

- a. Promptly notifies ECN in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives ECN control of the defense and any settlement negotiations; and

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- c. Gives ECN the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

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

9 Third Party

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

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1. WARRANTIES

1.1 System

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

1.2 Software

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

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Professional Services

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

2. WARRANTY SERVICES

ECN agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or

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destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

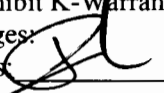
- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. ECN shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Service calls, ECN shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
- g. ECN must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by ECN no later than 10 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

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

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

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for ninety (90) days.



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

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TRAINING SERVICES**

ECN shall provide the following Training Services.

A. TRAINING

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

1. Delivery Method -Instructor-Led Class Training

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

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

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

2. Key User Training Approach Activities

1) Identify State End Users

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

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

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

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. Specialty Users may attend the same online training sessions as Power

**STATE OF NEW HAMPSHIRE
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EXHIBIT L
TRAINING SERVICES**

Users, receive training directly from Power Users, or access system FAQs, video tutorials and manuals which are made available in the existing system.

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

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

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

The NH Department of Safety, Homeland Security and Emergency Management RFP 2014-146, with all included addenda, are included by reference as binding Deliverables to this Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2014-146- PART 3
ECN PROPOSAL BY REFERENCE**

The ECN Proposal to NH DOS, HSEM in response to RFP 2014-146 is incorporated herein by reference.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMERGENCY NOTIFICATION SERVICE
CONTRACT 2014-146- PART 3
EXHIBIT O
SPECIAL EXHIBITS , ATTACHMENTS, AND CERTIFICATES**

Attached are:

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

CERTIFICATE
(Corporation without Seal)

I, Dominic Bongo, do hereby represent and certify that:

- (1) I am the Secretary of Emergency Communications Network, LLC, a Delaware limited liability company (the "Company").
- (2) I maintain and have custody of and am familiar with the seal and minutes of the Company.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the operating agreement adopted by the members of the Corporation, effective October 3, 2011, which was duly adopted and executed in a meeting of the Company authorized under the laws of the State of Delaware.
- (5) The signature of David DiGiacomo, as President of Emergency Communications Network, LLC, affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This Company has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of Emergency Communications Network, LLC, on August 15, 2014

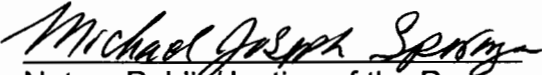


Dominic Bongo
Secretary of Emergency Communications Network, LLC

STATE OF FLORIDA
COUNTY OF VOLUSIA

On this 15th day of August 2014, before me, Dominic Bongo personally appeared and acknowledged himself to be the Secretary of Emergency Communications Network, LLC, a Delaware limited liability company, and that he as such being authorized to do so, executed the foregoing instrument on behalf of Emergency Communications Network, LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal



Notary Public Justice of the Peace

My Commission Expires:

FEB. 21, 2015



MICHAEL JOSEPH SPERANZA
MY COMMISSION # EE 066375
EXPIRES: February 21, 2015
Bonded Thru Budget Notary Services

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 Emergency Communications Network, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on September 26, 2013. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of July, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

NOTEPAD

INSURED'S NAME ECN Holding Company

ECNHO-1
OP ID: JBD

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DATE 10/02/13

NAMED INSUREDS:

ECN Holding Company
ECN Intermediate Holding Company
Emergency Communications Network, LLC
Message Centric, LLC