



ROBERT L. QUINN  
COMMISSIONER

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG, 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

MLC  
US

July 20, 2022

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

### REQUESTED ACTION

Authorize the Department of Safety (DOS), Division of State Police (SP), to enter into a contract with Beyond 20/20, Inc., (VC#208773-B001), 203-2934 Baseline Road, Ottawa, Ontario K2H 1B2, Canada, in the amount of \$296,700.00 for enhancements to the publicly available crime statistics website, with the option to renew for an additional 2 year period, effective upon Governor and Council approval through June 30, 2027. 20.14% Agency Income, 79.86% Revolving Funds.

Funds are available in the SFY2023 operating budget and contingent upon the availability and continued appropriations in SFY2024 through SFY2027 with authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>
02-23-23-234010-33450000 - NHDOT Grants 103-502664 – Contracts for Operational Services	\$59,750.00	\$0.00	\$0.00	\$0.00	\$0.00
02-23-23-234010-40190000 - Dept. of Safety- Div. of SP - CR 024-500230 – SW Lic/Maint/Non-Desktop	\$53,867.00	\$40,825.00	\$44,418.00	\$48,059.00	\$49,781.00
<b>TOTAL</b>	<b>\$113,617.00</b>	<b>\$40,825.00</b>	<b>\$44,418.00</b>	<b>\$48,059.00</b>	<b>\$49,781.00</b>

### EXPLANATION

This contract is to procure professional services for the State Police Uniform Crime Report (UCR) Unit state crime statistics website. The vendor will design, develop, deploy, and maintain a Theme Oriented Public Site (TOPS) to make crime statistics available based on the Enhanced National Incident-Based Reporting System (NIBRS) framework. This newly designed and developed infrastructure will have three (3) defined themes; drugs/DUI, violent crime, and property crime, and will provide a more efficient and effective manner for delivering New Hampshire incident based reporting data to the New Hampshire Law Enforcement Agencies and the general public.

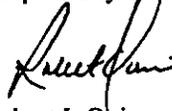
The Uniform Crime Report (UCR) program is a state and national criminal justice data collection program administered by the Federal Bureau of Investigation. The primary objective of UCR is to collect a reliable set of crime statistics to use in the administration, operation and management of law enforcement agencies. To meet this objective NH collects crime data from 154 state, county, and local law enforcement agencies using the FBI National

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Incident Based Reporting System (NIBRS) data collection guidelines. The reports on the State website use a variety of measures to report the number of incidents, offenses, etc., based on data submitted by state, county and local law enforcement agencies.

The Division of State Police released a Request for Proposal (RFP DOS 2022-100). The RFP was advertised on the Purchase and Property website from October 6, 2021 with a closing date of January 4, 2022. Two bids were received in response to the RFP. Beyond 20/20, Inc. was the only bidder to meet the requirements of the RFP.

Respectfully submitted,



Robert L. Quinn,  
Commissioner of Safety

BID SUMMARY FOR REQUEST FOR PROPOSAL	
RFP # RFP DOS 2022-100	SERVICES BID: Enhanced NIBRS Reporting Website
DATE POSTED: 10/6/2021	DATE CLOSED: 1/4/2022

RFP SCORING SUMMARY						
RFP CRITERIA	MAX # OF PTS.	VENDOR NAME BEYOND 20/20, INC.	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME*
1. Enhanced NIBRS Reporting Website- Software Solution	30	30				
2. Technical, Services, and Project Management	30	30				
3. Vendor Company & Staff Qualifications	10	10				
4. Proposal Cost	30	30				
5.						
<b>TOTAL POINTS</b>	<b>100</b>	<b>100</b>				

DEFINITIONS OF EACH SCORING CRITERIA
1. Enhanced NIBRS Reporting Website- Software Solution – Based on existing NIBRS COTS Product, Topical Coverage, Website GUI Functionality and Application and Security
2. Technical, Service and Project Management- Project Management, Implementation, Deployment, Support and Maintenance
3. Vendor Company & Staff Qualifications – Knowledge of NIBRS Technical Specification
4. Proposal Cost – Total cost
5.

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Karen Lamb	Program Specialist II
Sgt. Brian Parker	State Police Sergeant
Capt. Victor Muzzey	State Police Lieutenant at bid scoring
Ann McLaughlin	DOIT Business Systems Analyst II

\* If more than 5 vendors are being scored, if more than 5 criteria are being used, or if evaluation consists of more than one phrase, please contact Doris Becker at the Dept. of Safety Business Office (223-8008) for an expanded bid summary form.



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](http://www.nh.gov/doit)

Denis Goulet  
Commissioner

June 6, 2022

Robert L. Quinn, Commissioner  
Department of Safety  
33 Hazen Drive  
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Beyond 2020 Inc., of Ontario, Canada, as described below and referenced as DoIT No. 2022-040.

The purpose of this contract with Beyond 2020 is to procure professional services, supporting Theme Oriented Public Site (TOPS) software, and ongoing maintenance services in order to design, develop, deploy, and maintain a public Enhanced National Incident-Based Reporting (NIBRS) Website for the Division of State Police.

The amount of the contract is not to exceed \$296,700.00 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2027.

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 "Denis Goulet".

Denis Goulet

DG/ik  
DoIT #2022-040  
cc: Ronald Reed, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Enhanced NIBRS Reporting Website**  
**DOS 2022-100 | DoIT 2022-040**

**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

FORM NUMBER P-37 (version 12/11/2019)

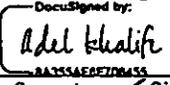
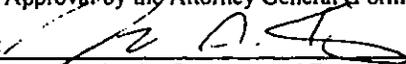
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Safety		<b>1.2 State Agency Address</b> 33 Hazen Drive, Concord, NH 03305	
<b>1.3 Contractor Name</b> Beyond 20/20 Inc		<b>1.4 Contractor Address</b> 203-2934 Baseline Road Ottawa, Ontario K2H 1B2 Canada	
<b>1.5 Contractor Phone Number</b> (613) 563-3993	<b>1.6 Account Number</b> AU 3345, 4019	<b>1.7 Completion Date</b> June 30, 2027	<b>1.8 Price Limitation</b> \$ 296,700
<b>1.9 Contracting Officer for State Agency</b> Cassandra Thibeault		<b>1.10 State Agency Telephone Number</b> (603) 223-8437	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 6/20/2022		<b>1.12 Name and Title of Contractor Signatory</b> Adel Khalife vice President	
<b>1.13 State Agency Signature</b>  Date: 7/20/22		<b>1.14 Name and Title of State Agency Signatory</b>	
<b>1.15 Approval by the N.H. Dept of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 8/3/22			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>			
G&C Item number: _____		G&C Meeting Date: _____	

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 Contractor Initials: \_\_\_\_\_  
 Date: 6/20/2022

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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

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Contractor Initials: \_\_\_\_\_  
Date: 6/20/2022

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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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

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

10.3 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.

**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.

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**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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

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Contractor Initials: \_\_\_\_\_  
Date: 6/20/2022

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chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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**EXHIBIT A – SPECIAL PROVISIONS**

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**EXHIBIT A - SPECIAL PROVISIONS**

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

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

3.3 The Term may be extended up to Two (2) years(s), (“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 June 30, 2029 under the same terms and conditions, subject to approval of the Governor and Executive Council.

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

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

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

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

8.4 The Contractor’s liability in an event of Default shall be limited to the total Contract Price.

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

**9. TERMINATION**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall

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Contractor Initials:

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Date: 6/20/2022

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**EXHIBIT A – SPECIAL PROVISIONS**

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immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.2 Termination Procedure**

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

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

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

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

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

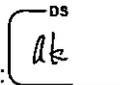
**10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

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- d. is disclosed with the written consent of the disclosing Party.
  - 10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
  - 10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
  - 10.8 This covenant in paragraph 10 shall survive the termination of this Contract.
- A.6 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**
- 12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
    - a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
    - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.
- A.7 **Provision 14.1.1, Insurance, is deleted and replaced with the following:**
- 14.1.1. Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$ 2,000,000 per occurrence and \$4,000,000 aggregate; and Tech Errors & Omissions insurance, with limits not less than \$2,000,000 per or claim, \$4,000,000 aggregate; and

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**A.8 The following Provisions are added and made part of the P37:**

**25. FORCE MAJEURE**

- 25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**26. EXHIBITS/ATTACHMENTS**

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

**27. NON-EXCLUSIVE CONTRACT**

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

**28. GOVERNMENT APPROVALS**

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

**29. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Safety Contract Agreement DOS 2022-100 | DoIT 2022-040.
- ii. State of New Hampshire, Department of Safety (DOS) RFP 2022-100 Enhanced NIBRS Reporting Website.
- iii. Vendor Proposal Response to Department of Safety (DOS) RFP 2022-100 Enhanced NIBRS Reporting Website dated December 31, 2021
- iv. Additional Contractor Provided Documents (see Exhibit G)
- v. Contractor Quote, (see Exhibit G)

**30. VENDOR STAFF**

- 30.1** Experience with the State's key systems will be critical to the successful employment of Vendor personnel, the State requires minimal turnover of Vendor staff. Any changes to the Vendor's IT Consultant Staff shall require the prior

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written justification submitted by the Vendor, and prior written approval of the State. Vendor written justification will include replacement plans and estimated start date for replacement personnel. State approvals for changes in the Vendor's IT Consultant Staff will not be unreasonably withheld. Replacement IT Consultant Staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

- 30.2 Notwithstanding any provision in this RFP, or any resulting Contract to the contrary, the State shall have the option to terminate the Contract, at its discretion, if the State is dissatisfied with any of the proposed IT consultants.
- 30.3 The State reserves the right to require removal or reassignment of the Vendor's IT Consultant Staff found unacceptable to the State.
- 30.4 All Consultant Staff assigned to the project must comply with New Hampshire Driver Privacy Laws in accordance with RSA 260:14.

**31. WORK FOR HIRE**

- 31.1 In performing its obligations under the Contract, the State and the Vendor shall agree that any work created or prepared by the Vendor's personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

**32. WARRANTY**

**32.1 WARRANTY PERIOD**

The Vendor shall warrant all services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period.

**32.2 WARRANTIES**

**PROFESSIONAL SERVICES**

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

**PERSONNEL**

The Vendor shall warrant that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**33. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

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The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

**34. INTELLECTUAL PROPERTY**

The State shall hold ownership, title, and rights in any Custom Application developed in connection with the performance of obligations under the Contract, or modifications to the application and their associated Documentation.

The Vendor 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 the Contract.

**35. IT REQUIRED WORK PROCEDURES**

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

**36. VENUE AND JURISDICTION**

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

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

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

**I. STATEMENT OF WORK**

The Contractor shall provide professional services, supporting software, and ongoing maintenance services in order to design, develop, deploy, and maintain a public NHSP Enhanced NIBRS Reporting Website. The Contractor shall collaborate with NHSP Uniform Crime Reporting (UCR) personnel and ensure fundamental website design elements (e.g. navigation, visual design, content, accessibility, branding, etc) are properly addressed throughout the Enhanced National Incident-Based Reporting System (NIBRS) Reporting Website project life cycle.

The Contractor shall, in addition to its duty to maintain the existing NHSP NIBRS Repository and UCR webpage (i.e. <https://crimestats.dos.nh.gov/>), integrate their Theme Oriented Public Site (TOPS) software which shall enhance public access and data visualization of data residing in NHSP NIBRS Repository. The Contractor TOPS Software shall support the public facing Enhanced NIBRS Reporting Website virtualized on NHSP servers and integrated with the existing Beyond 20/20 NIBRS Repository and Perspectives Software.

The Contractor shall design, develop, and maintain the Enhanced NIBRS Reporting Website layout and pages delivering statistical reports in a graphical and tabular manner for three (3) NIBRS topics (Drugs/DUI, Violent Crime, Property Crime). These NIBRS topical reports shall be based on the following NIBRS offense codes:

Drugs -35A	Pocket-Picking- 23A	False Pretenses- 26A
DUI – 90D	Purse-Snatching- 23B	Fraudulent Use of Credit card- 26B
Weapon Law Violations – 520	Shoplifting – 23C	Impersonation – 26C
Homicide- 09A	Theft from Building- 23D	Welfare Fraud- 23D
Rape- 11A	Theft from Coin-Operated Machine- 23E	Wire Fraud- 26E
Sodomy- 11B	Theft from Motor Vehicle- 23F	Identity Theft – 26F
Sexual Assault With an Object – 11C	Theft of MV Parts\Accessories- 23G	Computer Hacking\Invasion – 26G
Aggravated Assault- 13A	All Other Theft – 23H	Motor Vehicle Theft – 240
Robbery – 120	Burglary- 220	

The Enhanced NIBRS Reporting Website shall enable users to select the scope of the topical NIBRS report by the target NH State jurisdiction, year, and topic (i.e. Drugs/DUI, Violent

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Crime, Property Crime). NH jurisdictions shall include state-wide, town, university, and NHSP jurisdictions.

At a minimum, the Enhanced NIBRS Reporting Website topical reports shall include offense definitions, percent changes from previous year, and graphs/tables that summarize and display data collected for each offense. For example,

- Drug/DUI reports summarize and display data based on criminal activity type, drug seizure by drug type, arrestee age, etc.
- Violent Crime reports summarize and display data based on location, weapon, victim age, sex, race, injury type as applicable, victim to offender relationship, etc.
- Property Crime reports summarize and display data based on victim types, locations, cases cleared, burglary method, entry & time, day of week, and motor vehicle theft day of week, time, location, vehicle type, stolen and recovered value, etc.

The Contractor shall design, develop, and support the ongoing modification of the Enhanced NIBRS Reporting Website pages, supported by the existing Crime Insight Repository and additional TOPS modules, with respect to the presentation of graphical, charts, tables, and data based on NHSP Uniform Crime Reporting requirements. Contractor recommendations regarding the integration with existing NHSP NIBRS repository and web application services with respect to usability and performance shall be covered throughout this collaboration. The Contractor shall provide any training necessary to ensure that NHSP Uniform Crime Reporting personnel understand the feature/functionality of the Enhanced NIBRS Reporting Website.

**2. BUSINESS / TECHNICAL REQUIREMENTS**

Business and Technical Requirements are identified in Exhibit G: Attachment 1

**2.1 Compliance Requirements**

**2.1.1 Enhanced National Incident-Based Reporting System (NIBRS) Compliance**

The Contractor hereby represents and warrants that:

- (i) the Contractor has reviewed and is knowledgeable about, and experienced addressing, Federal Bureau of Investigation (FBI) NIBRS technical specification and associated processes, and
- (ii) the Enhanced NIBRS website and supporting NIBRS Repository and Perspectives software comply with all requirements set forth in NIBRS Technical Specification 2019.2.1 and any future updates, revisions and/or replacements.

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**3. ACTIVITIES, DELIVERABLES, AND MILESTONES**

The Contractor shall be responsible for the activities, deliverables, and milestones listed in the following table.

ACTIVITIES, DELIVERABLES, OR MILESTONES		DELIVERABLE TYPE
<b>PLANNING AND PROJECT MANAGEMENT</b>		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Requirements and Traceability Matrix	Written
8	Software Configuration Plan	Written
9	Systems Interface Plan and Design/Capability	Written
10	Testing Plan	Written
11	Data Conversion Plan and Design	Written
12	Deployment Plan	Written
13	Comprehensive Training Plan and Curriculum	Written
14	End User Support Plan	Written
15	Business Continuity Plan	Written
16	Documentation of Operational Procedures	Written
<b>INSTALLATION</b>		
17	Provide Software Licenses (if needed)	Written
18	Provide Fully Tested Data Conversion Software	Software
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
<b>TESTING</b>		
20	Conduct Integration Testing	Non-Software
21	Conduct User Acceptance Testing	Non-Software
22	Perform Production Tests	Non-Software
23	Test In-Bound and Out-Bound Interfaces	Software
24	Conduct System Performance (Load/Stress) Testing	Non-Software
25	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software
<b>SYSTEM DEPLOYMENT</b>		
26	Converted Data Loaded into Production Environment	Software

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27	Provide Tools for Backup and Recovery of all Applications and Data	Software
28	Conduct Training	Non-Software
29	Cutover to New Software	Non-Software
30	Provide Documentation	Written
31	Execute Security Plan	Non-Software
<b>OPERATIONS</b>		
32	Ongoing Hosting Support	Non-Software
33	Ongoing Support & Maintenance	Software
34	Conduct Project Exit Meeting	Non-Software

**4. DELIVERABLE REVIEW AND ACCEPTANCE**

**4.1 Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State’s receipt of the Contractor’s written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor’s correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**4.2 Software Deliverables Review and Acceptance**

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

**4.3 Number of Deliverables**

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Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

**4.4 Conditional and Unconditional Acceptance**

By 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 User Acceptance Testing, including but not limited to, Software/System acceptance testing, and any extensions thereof.

**5. CHANGE ORDER**

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

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

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

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

**6. IMPLEMENTATION SERVICES**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

The Contractor 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.

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The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and any necessary training plans.

**7. PROJECT MANAGEMENT**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

**7.1 The Contractor Key Project Staff**

**7.1.1 The Contractor's Contract Manager**

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

Del Khalife  
613-867-7340  
del@beyond2020.com

**7.1.2 The Contractor's Project Manager**

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

Janet Smith  
613-563-3993  
jes@beyond2020.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within one (1) business day or twenty-four (24) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/her best efforts on the Project.

**7.1.3. Change of Project Manager**

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

**7.1.4. The Contractors Additional Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

Chris Bonyun  
Product Owner

Jennifer Yeates  
Support Manager

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

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**7.1.5. Termination for Lack of Project Management and Key Project Staff**

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

**7.2 The State Key Project Staff**

**9.4.1. The State Contract Manager**

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

Tammy Holso  
(603) 223-8355  
NHSP-Contracts@dos.nh.gov

**9.4.2. The State Project Manager**

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

Karen Lamb  
(603) 223-8423  
Karen.e.Lamb@dos.nh.gov

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

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

**8. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

See the Contractor's RFP Response, Appendix B for the preliminary Work Plan. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It

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shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

**9. ACCEPTANCE & TESTING SERVICES**

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. As part of this responsibility, the Contractor shall support associated test activities as described further in this section. The Contractor shall be responsible for all aspects of testing contained in the Test Plan including support, at no additional cost, during User Acceptance Testing conducted by the State.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the Solution as a whole, (e.g., hardware, software modules or functions, and Implementation(s)). This shall include, but not limited to, planning, test scenario and script development, Data and System preparation for testing, and execution of System Integration Tests, Performance Tuning and Stress tests, User Acceptance Testing, and support of the State during User Acceptance Testing and Implementation. During User Acceptance Testing, the NHSP will test and vet the changes, and for any reported problems, the Contractor shall respond within one (1) business day.

In addition, the Contractor 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. The Contractor shall also correct Deficiencies and support required re-testing.

**9.1 TEST PLANNING AND PREPARATION**

The Contractor shall provide the State with an overall Test Plan, subject to the State's approval, which approval shall not be unreasonably withheld, that will guide all testing. At a minimum, the Contractor provided and State approved Test Plan will include:

1. identification, preparation, and Documentation of planned testing, specifications that must be satisfied for a User Acceptance Test to be passed,
2. a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and
3. a tracking method for reporting actual versus expected results, as well as all errors, and problems identified during test execution.

As identified in the User Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all

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prerequisite Contractor's 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 User Acceptance Test Plan, test scenarios, applicable specifications and test criteria, test cases, test scripts, test data, and expected results. The State will use commercially reasonable efforts to commence its testing within five (5) business days, unless mutually agreed otherwise, of receiving Certification from the Contractor 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 the Contractor's development environment. The Contractor must assist the State with testing in accordance with 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.

With respect to a Deliverable being tested, testing ends with respect to the Deliverable or portion of the Deliverable upon issuance of a Letter of Acceptance by the State with regard to such Deliverable or portion of it. If the State issues a Letter of Acceptance with respect to a portion of a Deliverable or conditions Acceptance on any matter, then the State shall notify the Contractor of the nature and class of the Deficiency which causes the non-Acceptance or conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified in the Work Plan, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and issue a letter of Acceptance of the entire Deliverable or of a portion of the Deliverable, notice of conditional Acceptance, or notice of rejection thereof. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

## 9.2 SYSTEM INTEGRATION TESTING

At the State's request, the Contractor shall test the new System in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the application integrates with any required interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications. It includes all key business

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processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

<b>Activity Description</b>	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
<b>Contractor Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test Specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Work jointly with the Contractor to develop the Systems Integration Test Specifications.</li> <li>• Work jointly with the Contractor to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.</li> </ul>
<b>Work Product Description:</b>	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.</li> </ul>

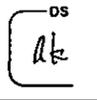
**9.3 USER ACCEPTANCE TEST (UAT)**

User Acceptance Test (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.

The User Acceptance Testing 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

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

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>Contractor Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance Test results.</li> <li>• Work jointly with the Contractor in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
<b>Work Product Description</b>	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.

**9.4 PERFORMANCE TUNING AND STRESS TESTING**

The Contractor shall develop and document hardware and Software configuration and tuning of the Software infrastructure as well as assist and direct the State’s System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project.

**9.4.1. Scope**

The scope of Performance Tuning and Stress Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

**9.4.2. Test Types**

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**9.4.3. Tuning**

Tuning will be Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

**9.5 PERFORMANCE TUNING AND STRESS TESTING**

The Contractor shall provide certification that their Software and System environment has undergone penetration testing in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-115. The State requires that the Contractor has this testing performed annually by a qualified third-party vendor, and after every major upgrade.

**9.6 SYSTEM ACCEPTANCE**

Upon successful conclusion of all phases of the System testing and successful System deployment, the State will issue a Letter of Acceptance of the System.

**10. MAINTENANCE, OPERATIONS AND SUPPORT**

**10.1 System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality

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releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**10.2 System Support**

The Contractor must perform on-site or remote technical support in accordance with the Contract, 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. Severity Level 1 - Upon notification of a severity level 1 problem, the Contractor shall make every attempt to respond as soon as possible with the expectation that the response be within one (1) hour. The Contractor shall resolve Severity Level 1 problems within six (6) hours unless the Contractor has notified the State of the reason for the delay and the State approves the delay.
- b. Severity Level 2 - Upon notification of a severity level 2 problem, the Contractor shall make every attempt to respond as soon as possible with the expectation that the response be within two (2) hours the Contractor shall resolve Severity Level 2 problems within eight (8) hours unless the Contractor has notified the State of the reason for the delay and the State approves the delay.
- c. Severity Level 3 - the Contractor shall resolve Severity Level 3 problems as quickly as possible which, on average, should not exceed thirty business days.
- d. Severity Level 4 - The Contractor will shall work with the State to determine the appropriate turn-around time for Severity Level 4 problems.

**10.3 Support Obligations**

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
  - i. nature of the Deficiency;
  - ii. current status of the Deficiency;
  - iii. action plans, dates, and times;

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- iv. expected and actual completion time;
  - v. Deficiency resolution information;
  - vi. resolved by;
  - vii. identifying number i.e. work order number; and
  - viii. issue identified by; and
- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
- i. mean time between Reported Deficiencies with the Software;
  - ii. diagnosis of the root cause of the problem; and
  - iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

**10.4 Programmer Services**

The Contractor shall reserve and make available to the State five (5) hours of Programmer Services per month for each month this Contract is in effect. "Programmer Services" are in relation to State- specific customization services for existing TOPS themes, custom reports, interfaces, etc. In the event that the number of hours for Programmer Services defined above is not required in a given month, the unused hours can be applied to subsequent months with a maximum accrual being twelve (12) months, or a maximum accrual of sixty (60) hours. The Contractor shall provide the State with a monthly report of the total unused hours to date.

2.14.1 In the event Programmer Services are needed, the State will provide the Contractor with a statement of work. The Contractor shall evaluate the task set forth in the statement of work and provide the State with a plan, indicating the amount of hours required to complete the task set forth in the statement of work. Upon the State's approval of the plan, the Contractor shall provide the Programmer Services requested in accordance with the plan.

**10.5 Contract Warranties and Representations**

**10.5.1. System**

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

**10.5.2. Software**

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The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

1. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
2. the re-performance of the deficient Services, or
3. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**10.5.3. Compatibility**

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

**10.5.4. Services**

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

**11. DATA PROTECTION**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.

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- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**11.1 Data Location**

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

**11.2 Security Incident Or Data Breach**

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

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

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**11.3 Breach Responsibilities**

- 11.3.1.** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2.** The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3.** The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
  - b. promptly implement necessary remedial measures, if necessary; and
  - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
- a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (c)] subject to this Contract's limitation of liability.

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**12. SOFTWARE AGREEMENT**

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

**13. ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

**14. TRAINING**

The Contractor shall provide training support as previously determined and agreed to during the initial planning period. Such training support shall include, but not limited to:

- Hands on training, which will include all system functionality for all purchased modules.
- The training plan which shall include training of the State Acceptance Test resources prior to commencement of User Acceptance Testing.
- The training plan which shall include training of all State Police and Support Staff as required prior to go-live date.

The Contractor shall provide supporting training materials in a soft format, or any other format agreed upon by the State, to the State.

Contractor to provide electronic copies of the Maintenance and Operations Manual, System, Administration Guide and User Guides that the State will have the ability to copy, customize and distribute to state training resources.

**15. MERCHANT CARD SERVICES**

Not Applicable

**16. TERMS AND DEFINITIONS**

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

**17. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

**1. CONTRACT PRICE**

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

**2. TRAVEL EXPENSES**

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

**3. SHIPPING FEES**

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

**4. INVOICING**

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

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**5. INVOICE ADDRESS**

Invoices may be sent to:

Department of Safety  
Accountspayable@nh.dos.gov

**6. PAYMENT ADDRESS**

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

**7. OVERPAYMENTS TO THE CONTRACTOR**

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

**8. CREDITS**

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

**9. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

**10.1.1. Activities / Deliverables / Milestones Pricing**

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment table below:

Activity, Deliverable, and Milestones	Deliverable Type	Projected Delivery Date	Milestone Payment
Planning and Project Management			

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1	Conduct Project Kickoff Meeting	Non-Software	11-Apr-22	
2	Work Plan	Written	21-Apr-22	
3	Project Status Reports	Written	Every two weeks	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	N/A	
5	Security Plan	Written	N/A	
6	Communications and Change Management Plan	Written	21-Apr-22	
7	Requirements and Tracability Matrix	Written	19-May-22	
8	Software Configuration Plan	Written	N/A	
9	Systems Interface Plan and Design/Capability	Written	N/A	
10	Testing Plan	Written	19-May-22	
11	Data Conversion Plan and Design	Written	N/A	
12	Deployment Plan	Written	31-May-22	\$9,500
13	Comprehensive Training	Written	N/A	
14	End User Support Plan	Written	N/A	
15	Business Continuity Plan	Written	N/A	
16	Documentation of Operational Procedures	Written	N/A	
<b>Installation</b>				
17	Provide Software Licenses (if needed)	Written	N/A	
18	Provide Fully Tested Data Conversion Software	Software	N/A	
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	22-Sep-22	
<b>Testing</b>				
20	Conduct Integration Testing	Non-Software	June 1st - July 1st	
21	Conduct User Acceptance Testing	Non-Software	June 1st - July 1st	
22	Perform Production Tests	Non-Software	June 1st - July 1st	
23	Test In-Bound and Out-Bound Interfaces	Software	June 1st - July 1st	

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24	Conduct System Performance (Load/Stress) Testing	Non-Software	June 1st - July 1st	
25	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	June 20th - July 1st	\$3,500
<b>System Deployment</b>				
26	Converted Data Loaded into Production Environment	Software	No data conversion	
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	No new backup requirements.	
28	Conduct Training	Non-Software	June 20th to July 1st	
29	Cutover to New Software	Non-Software	31-Jul-22	\$1,500
30	Provide Documentation	Written	22-Sep-22	
31	Execute Security Plan	Non-Software	31-Jul-22	
<b>Operations</b>				
32	Ongoing Hosting Support	Non-Software	August 1st (annual)	
33	Ongoing Support & Maintenance	Software	August 1st (annual)	
34	Conduct Project Exit Meeting	Non-Software	5-Sep-22	
<b>Total Cost</b>				<b>\$14,500</b>

**10.1.2. Theme Oriented Public Site (TOPS) Software License Pricing**

This Contract will allow the Contractor to invoice the State for TOPS software licenses and pre-paid TOPS Maintenance and Support as follows:

Software Item	Cost
TOPS Software	\$10,000
Theme 1: Drugs and DUI	\$13,250
Theme 2: Violent Crime	\$13,250
Theme 3: Property Crime	\$13,250
TOPS Pre-paid Maintenance and Support (see Section 10.1.3)	\$10,000
<b>Total Cost</b>	<b>\$59,750</b>

The State reserves the right to purchase additional TOPS themes during the term of the contract at cost of \$13,250 per theme.

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**10.1.3. Software Operations, Maintenance and Support Pricing - Theme Oriented Public Site (TOPS)**

This Contract will allow the Contractor to invoice the State for Software, Operations, and Support per State Fiscal Year (SFY) as follows:

Software Name	SFY2023*	SFY2024*	SFY2025*	SFY2026	SFY2027	Optional Years	
						SFY2028	SFY2029
TOPS	\$0	\$0	\$2,000	\$4,000	\$4,000	\$4,000	\$4,000
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>

\* Ten thousand dollars of TOPS Support and Maintenance shall be prepaid as reflected in Section 10.1.2.

**10.1.4. Software Operations, Maintenance and Support Pricing – Perspectives and National Incident-Based Reporting System (NIBRS) Repository**

This Contract will allow the Contractor to invoice the State for Software, Operations, and Support for the Perspectives and NIBRS Repository per State Fiscal Year (SFY) as follows:

Software Name	SFY2023	SFY2024	SFY2025	SFY2026	SFY2027	Optional Years	
						SFY2028	SFY2029
NIBRS Repository	\$20,947	\$21,994	\$23,094	\$24,249	\$25,461	\$26,734	\$28,071
Perspectives	\$8,820	\$9,261	\$9,724	\$10,210	\$10,720	\$11,256	\$11,818
<b>Total</b>	<b>\$29,767</b>	<b>\$31,225</b>	<b>\$32,818</b>	<b>\$34,459</b>	<b>\$36,181</b>	<b>\$37,990</b>	<b>\$39,889</b>

**10.1.5. Programmer Services Cost**

This contract will allow the Contractor to invoice the State for programmer services in support of the Enhanced NIBRS Reporting Website per State Fiscal Year (SFY) as follows:

Professional Service Costs (Average Five-Hours/Month)	Optional Years						
	SFY2023	SFY2024	SFY2025	SFY2026	SFY2027	SFY2028	SFY2029
<b>Total</b>	<b>\$9600</b>	<b>\$9600</b>	<b>\$9600</b>	<b>\$9600</b>	<b>\$9600</b>	<b>\$9600</b>	<b>\$9600</b>

The Contractor and State shall agree on the estimated programmer services hours prior to usage, not to exceed sixty hours per annum, and the number of invoiced programmer service hours shall reflect the agreed upon number of delivered programmer service hours.

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**10.1.6. Future Contractor Rates**

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

Future Contractor Pricing						Optional Years	
Contractor Role	SFY2023	SFY2024	SFY2025	SFY2026	SFY2027	SFY2028	SFY2029
Project Manager	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Business Analyst	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Operations	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Quality Assurance	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Senior Developer	\$160	\$160	\$160	\$160	\$160	\$160	\$160

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

The terms outlined in the Software License Agreement are set forth below:

1. License Grant.

Subject to the payment of applicable license fees, Contractor hereby grants to the State a worldwide, perpetual, irrevocable, 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 Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

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**EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT**

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**EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT**

1. Software Title. The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be “works for hire” within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.
2. Documentation and Copies. The State shall be entitled to copies of any work product upon request to the Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.
3. Restriction on Use. Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.
4. Software Non-Infringement. Contractor warrants that the Software, including any and all component parts thereof (“Contracted Works”) that are original works of the Contractor that 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 Contracted Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

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

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

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Janet Smith jes@beyond2020.com	Karen Lamb Karen.e.Lamb@dos.nh.gov	5 Days
First	Chris Bunyan chris@beyond2020.com	Capt. Victor Muzzey Victor.g.Muzzey@dos.nh.gov	10 Days
Second	Del Khalife del@beyond2020.com	Richard C. Bailey Jr. Richard.@dos.nh.gov	10 Days

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

**2. ACCESS AND COOPERATION**

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

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall

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

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

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

**6.1.1. Computer Use**

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

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- 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 Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.1.2. Email Use**

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

**6.1.3. Internet/Intranet Use**

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

**6.2 State Website Copyright**

All right, title and interest in the State web 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 web pages. All web pages and any other Data or information shall, where applicable, display the State's copyright.

**6.3 Workplace Hours**

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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**EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the

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	understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

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Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Review	The process of reviewing Deliverables for Acceptance.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling

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	Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.

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State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Testing	Test activities that support the validation of the integration between the individual unit application components and verification that the new System meets defined interface requirements and supports execution of interfaces and required business processes.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Test Plan	A written document, integrated in the Work Plan, used to verify the new or modified code 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.
User Acceptance Testing	<p>User Acceptance Testing verifies System functionality against predefined acceptance criteria that support the successful execution of approved business processes. The associated verification process is performed in a copy of the target production environment.</p> <ol style="list-style-type: none"> <li>a. The Vendor’s project manager must certify in writing, that the Vendor’s own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual test results prior to the start of any testing executed by State staff.</li> <li>b. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written confirmation of the Vendor’s completion of the prerequisite tests, prior to the State staff involvement in any testing activities.</li> </ol>

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	c. 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
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the 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 B: <i>Business/Technical Requirements and Deliverables</i> . 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.

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

- a. Exhibit B Business and Technical Requirements – Attachment I
- b. Contractor Quote

**2. CONTRACTOR CERTIFICATES**

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

*Remainder of this page intentionally left blank*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BEYOND 20/20 INC. is a Canada Profit Corporation registered to transact business in New Hampshire on January 13, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 860254

Certificate Number: 0005788902



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Certificate of Authority**

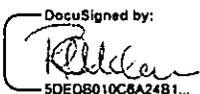
**Corporate Resolution**

I Robert C. McCrae hereby certify that I am duly elected Officer of Beyond 20/20 Inc.. I hereby certify the following is a true copy of a vote taken at Beyond 20/20 Inc. at a meeting of the Board of Directors duly called and held on June 15, 2022 at which a quorum of the Directors were present and voting.

**VOTED:** that either of Robert C. McCrae and Adel Khalife are duly authorized to enter into contracts or agreements on behalf of Beyond 20/20 Inc. with the State of New Hampshire and any of its agencies or departments and further are authorized to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote. For clarity, such contracts may be signed on behalf of Beyond 20./20 Inc. by ONE of Robert C. McCrae or Adel Khalife.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for ninety (90) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** 6/20/2022

**ATTEST:**  5DE08010C6A24B1...

Robert C. McCrae  
Director





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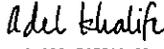
**SUBJECT:** Workers Compensation Status

**DATE:** June 27, 2022

To whom it may concern,

This letter is to confirm that Beyond 20/20 Inc. headquarter in Ottawa, Ontario, Canada is exempt from workers compensation requirements in the State of New Hampshire. Beyond 20/20 Inc. does not and shall not employ any workers in the United States. Beyond 20/20 Inc. also does not leverage any subcontractors to perform work or other duties related to the work proposed with the State of New Hampshire.

Sincerely,

DocuSigned by:  
  
8A355AE6F706455...

Del Khalife

Vice President

Beyond 20/20 Inc.

del@beyond2020.com

42-635 Richmond Road, Ottawa, Ontario, Canada, K2A 0G6

Sales@beyond2020.com | www.beyond2020.com