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# State of New Hampshire

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

JOHN J. BARTHELMES  
 COMMISSIONER

November 16, 2018

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

**Requested Action**

Authorize the Department of Safety, Division of Emergency Services and Communications (DESC), to enter into a contract with ONSOLVE, LLC (VC#220207-P001) 780 W. Granada Blvd, Ormond Beach FL, in the amount of \$650,000.00 for the purpose of providing a hosted Web-based New Hampshire Emergency Notification System (NH-ENS). NH-ENS is a statewide mass emergency notification system that is capable of geographically alerting the public via voice, short message service (SMS), and email alerts based on a pre-registered location. Effective upon Governor and Council approval through December 31, 2023 with an option to renew at the State's discretion for up to three years. Funding source: 100% Agency Income.

Funds are available in the following account in SFY2019 and contingent upon the availability and continued appropriations in SFY2020 through SFY2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236510-13950000 Dept. of Safety – Div. of Emergency Services and Communications – Bur. of Emer Comm  
 038-509038 Technology-Software

<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>Total</u>
\$65,000	\$130,000	\$130,000	\$130,000	\$130,000	\$65,000	\$650,000.00

**Explanation**

NH-ENS is a statewide mass emergency notification system that is capable of geographically alerting the public via voice, SMS, and email alerts based on a pre-registered location. The Division of Emergency Services and Communications (DESC) populates the NH-ENS with approximately 1 million landline telephone records in addition to approximately 20,000 cell phone and email records provided by the public on an opt-in basis. NH-ENS can also alert the public through FEMA's Integrated Public Alert & Warning System (IPAWS) using Warning Emergency Alerts (WEA) alerts, which can send out a 90 character text message to any smartphone in a given geographic area. NH-ENS can be utilized to send out group alerts and notifications to a pre-configured list of contacts of emergency personnel about issues such as staffing needs, language translators, etc.

Additionally, NH-ENS has the ability to create an unlimited number of accounts through which public safety officials can send emergency alerts to their communities while ensuring those alerts are restricted to the pertinent areas of the State. DESC currently has over 500 users in over 110 municipalities each of which only have the ability to contact the public in areas of their jurisdiction. This is a powerful tool that allows the DESC to share the system without concerns about alerts traversing into areas where those users are not allowed to send notifications. A Request for Proposals (RFP) was posted to the state of NH website from September 14, 2018 through October 12, 2018, with five vendors submitting proposals. After the proposals and vendor presentations were evaluated by a six-person committee, the contract was awarded to ONSOLVE, LLC.

Respectfully submitted,

John J. Barthelmes  
 Commissioner of Safety



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

December 10, 2018

**John J. Barthelmes, Commissioner**  
Department of Safety  
State of New Hampshire  
33 Hazen Drive  
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract with Onsolve, LLC, of Ormond Beach, FL as described below and referenced as DoIT No. 2019-065.

The purpose of this request is to enter into a contract with Onsolve, LLC. to provide the Department of Safety (DOS), with the NH-ENS statewide mass emergency notification system that is capable of geographically alerting the public via voice, SMS and email alerts based on a pre-registered location. The Division of Emergency Services and Communications (DESC) populates CityWatch with approximately 1 million landline telephone records in addition to approximately 20,000 cell phone and email records provided by the public on an opt-in basis. NH-ENS can also alert the public using FEMA IPAWS WEA alerts, which can send out a 90-character text message to any smartphone in a given geographic area. NH-ENS can be utilized to send out group alerts and notifications to a pre-configured list of contacts of emergency personnel about issues such as staffing needs, language translators, etc.

The amount of the contract is not to exceed \$650,000, and shall become effective upon Governor and Council approval through December 31, 2023.

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

Sincerely,

*Kenneth R. Dean FOR*  
Denis Goulet

DG/kaf  
DoIT #2018-065  
cc: Scott Hopkins, IT Manager, DoIT

## RFP 2018-100 Scoring Summary

Company	Company Address	Proposed Solution (40 Pts Max)	Technical Staff (10 Pts Max)	Company (10 Pts Max)	Total Cost	Cost Points (40 Pts Max)	TOTAL 100 Pts Max
BCG	Blasdel, NY	19.0	6.9	7.0	\$ 844,613	27.4	60.3
DLT	Herndon, VA	23.9	3.2	5.3	\$ 1,292,664	17.9	50.3
Everbridge	Burlington, MA	33.6	9.7	8.9	\$ 1,267,000	18.3	70.4
OnSolve	Ormand Beach, FL	29.1	8.8	9.3	\$ 650,000	35.7	82.8
Rave	Framingham, MA	26.9	8.1	6.8	\$ 579,500	40.0	81.8

RFP-2018-100 was scored utilizing an average of individual scores from a six-person evaluation committee. The evaluation committee consisted of Timothy Scott, Information Technology Manager; Jeannie Cadarette, Field Representative I; Kelley Tweeter, Field Representative I; John Wynne, Communications Section Chief; Brandon McGorry, Supervisor III; and John Letson, Supervisor III.

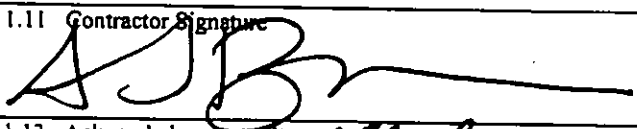


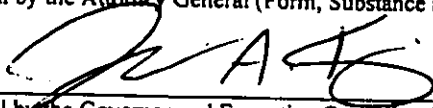
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

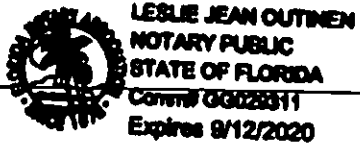
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety, Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Boulevard, Concord, NH 03305	
1.3 Contractor Name OnSolve, LLC		1.4 Contractor Address 780 W. Granada Blvd, Ormond Beach FL	
1.5 Contractor Phone Number	1.6 Account Number 02-23-23-236510-13950000-038-509038	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$650,000
1.9 Contracting Officer for State Agency Steven Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Amanda Bowman, Assistant Secretary	
1.13 Acknowledgement: State of <i>Florida</i> , County of <i>Volusia</i> On <i>12-07-2018</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Leslie Jean Outinen, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John J. Barthelemes, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>12/10/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials 12/7/18  
Date

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

## TABLE OF CONTENTS

TERMS AND DEFINITIONS .....	1-9
1. CONTRACT DOCUMENTS .....	10
2. CONTRACT TERM.....	10
3. COMPENSATION .....	11
4. CONTRACT MANAGEMENT .....	12
5. DELIVERABLES.....	16
6. SOFTWARE .....	17
7. SERVICES .....	17
8. WORK PLAN DELIVERABLE .....	18
9. CHANGE ORDERS.....	18
10. INTELLECTUAL PROPERTY.....	19
11. USE OF STATE'S INFORMATION, CONFIDENTIALITY .....	20
12. LIMITATION OF LIABILITY .....	22
13. TERMINATION.....	22
14. CHANGE OF OWNERSHIP .....	26
15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS .....	26
17. REQUIRED WORK PROCEDURES.....	33
18. SAAS SPECIFIC TERMS AND CONDITIONS .....	36



**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Authorized Persons</b>	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including

	but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section I.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
<b>Contractor</b>	The Vendor (OnSolve) and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this Project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.  Class A Deficiency - <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or

	<p>unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Certification that guarantees the unaltered state of a file, also known as "code signing."
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the transformation of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.

<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by the Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Information</b>	Data, other than personal data, 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.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.

<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Personal Data</b>	Data that includes name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Security Incident</b>	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a

	State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
<b>Service Level Agreement (SLA)</b>	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
<b>Service</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>the Contractor</b>	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software-as-a-Service (SaaS)</b>	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.
<b>Software Deliverables</b>	Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Division of Emergency Services and Communications 110 Smokey Bear BLVD Concord, NH 03305

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

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



## INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Safety ("DOS"), Division of Emergency Services and Communications ("DESC")(DOS and DESC, collectively, the "State"), and OnSolve, LLC, a Delaware limited liability company, ("OnSolve"), having its principal place of business at 780 W. Granada Boulevard, Ormond Beach, FL 32174.

This purpose of this contract is to implement a hosted emergency notification solution to provide geographically based notifications to citizens of the State of New Hampshire for critical events as defined by the State of New Hampshire Commissioner of the Department of Safety. Secondary to this requirement, the System will also be used for list or map based notifications by the DESC. List based notification can be defined as list based calling to groups of citizens and/or emergency service personnel regarding the daily operations of an emergency service provider.

## RECITALS

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

OnSolve wishes to provide a Commercial-off-the-Shelf SaaS Software System and associated Services for the State. The parties therefore agree as follows:

The parties therefore agree as follows:

### 1. CONTRACT DOCUMENTS

#### 1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-100) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Maintenance and Support Services
  - Exhibit H- Requirements
  - Exhibit I- Work Plan
  - Exhibit J- Software Agreement
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training Services

Exhibit M- Agency RFP with Addendums, by reference  
Exhibit N- Vendor Proposal, by reference  
Exhibit O- Certificates and Attachments

## 1.2 ORDER OF PRECEDENCE

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

- a. State of New Hampshire, DOS, DESC Contract Agreement 2018-100, including Parts 1, 2, and 3.
- b. State of New Hampshire, DOS, DESC RFP 2018-100.
- c. OnSolve's Proposal Response to RFP 2018-100 dated October 12, 2018

## 2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date"). The Contract shall begin on the Effective Date and extend through December 31, 2023.

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

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

<Time is of the essence in the performance of the Contractor's obligation under the contract.

## 3. COMPENSATION

### 3.1 CONTRACT PRICE

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

### 3.2 NON-EXCLUSIVE CONTRACT

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

#### 4. CONTRACT MANAGEMENT

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

##### 4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

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

##### 4.2 THE CONTRACTOR'S PROJECT MANAGER

###### 4.2.1 Contract Project Manager

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

4.2.2 The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project

Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5 CONTRACTOR Project Manager is:

Ray Shailey  
Project Manager  
780 W Granada Blvd  
Ormond Beach, FL 32174  
866-939-0911  
[Ray.shailey@onsolve.com](mailto:Ray.shailey@onsolve.com)

### 4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the

Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

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

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

The Contractor's Key Project Staff:

Key Member(s)	Title
Ray Shailey	Project Manager
Niki Steenhoek	Client Support Specialist
Troy Harper	General Manager
Don Hall	IPAWS Product Manager/Certified Emergency Management
Tracy Cervi	Director of Customer Support

#### 4.4 STATE CONTRACT MANAGER

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

Robert Lussier  
Assistant Director  
110 Smokey Bear BLVD  
Concord, NH 03305  
Tel: 603-223-4204  
Fax: 603-271-6609  
Email: blussier@e911.nh.gov

#### 4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Tim Scott

IT Manager  
110 Smokey Bear BLVD  
Concord, NH 03305  
Tel: 603-227-9598  
Fax: 603-271-6609  
Email: tscott@e911.nh.gov

#### 4.6 REFERENCE AND BACKGROUND CHECKS

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 Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

### 5. DELIVERABLES

#### 5.1 CONTRACTOR RESPONSIBILITIES

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

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

#### 5.2 DELIVERABLES AND SERVICES

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

#### 5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written

Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. 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.

#### **5.4 SOFTWARE REVIEW AND ACCEPTANCE**

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

### **6. SOFTWARE**

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

### **7. SERVICES**

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

#### **7.1 ADMINISTRATIVE SERVICES**

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

#### **7.2 IMPLEMENTATION SERVICES**

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

#### **7.3 TESTING SERVICES**

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

#### **7.4 TRAINING SERVICES**

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

#### **7.5 MAINTENANCE AND SUPPORT SERVICES**

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



#### 7.6 WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty & Warranty Services.

#### 8. WORK PLAN DELIVERABLE

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

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

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

In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

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

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

#### 9. CHANGE ORDERS

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

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

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

## 10. INTELLECTUAL PROPERTY

### 10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

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

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, 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 this Contract.

### 10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

### 10.3 CONTRACTOR'S MATERIALS

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

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

### 10.4 STATE WEBSITE COPYRIGHT

#### WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

### 10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

### 10.6 SURVIVAL

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

## 11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

### 11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and*

*Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions).* The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

### 11.2 STATE CONFIDENTIAL INFORMATION

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


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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the 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.

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

### 11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The 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. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At

2018-100 IT Provisions Part 3  
OnSolve Initials:   
Date: 12/9/18

the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the 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 the Contractor, without any liability to the Contractor.

#### 11.4 SURVIVAL

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

### 12 LIMITATION OF LIABILITY

#### 12.1 STATE

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

#### 12.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

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

#### 12.3 STATE'S IMMUNITY

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

#### 12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

### 13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

#### 13.1 TERMINATION FOR DEFAULT

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to 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.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the 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.

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

### 13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a

termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

### 13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

### 13.4 TERMINATION PROCEDURE

- 13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the 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, provided that Contractor shall not be required to deliver any portion of its SaaS.

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

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;

- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. 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 the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
  - 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
    - 10 days after the effective date of termination, if the termination is in accordance with the contract period
    - 30 days after the effective date of termination, if the termination is for convenience
    - 60 days after the effective date of termination, if the termination is for cause
  - 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control. Notwithstanding the other provisions of 13.4.2e, any Personal Data stored on Contractor's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from removal from production, and Contractor agrees that it (1) shall discontinue processing such Personal Data once removed from production; and (2) shall maintain the confidentiality of such Personal Data in accordance with the Contract.
- f. 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 except for Contractor's SaaS; and
- g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. The Contractor shall securely dispose 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)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.



**14 CHANGE OF OWNERSHIP**

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

**15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

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

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

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

**16 DISPUTE RESOLUTION**

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

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following

successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>&lt;CONTRACTOR&gt;</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	General Manager of Public Sector	Tim Scott State Project Manager (PM)	5 Business Days
<b>First</b>	OnSolve Account Manager	Mark Doyle Director	10 Business Days
<b>Second</b>	OnSolve Legal	John J. Barthelmes DOS Commissioner	15 Business Days

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

## 17 SAAS GENERAL TERMS AND CONDITIONS

### 17.1 COMPUTER USE

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the 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.
- 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 the 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 the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

### 17.2 EMAIL USE

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

### 17.3 INTERNET/INTRANET USE

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

#### **17.4 REGULATORY GOVERNMENT APPROVALS**

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

#### **17.5 INSURANCE CERTIFICATE**

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

#### **17.6 EXHIBITS**

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

#### **17.7 VENUE AND JURISDICTION**

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

#### **17.8 SURVIVAL**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

#### **17.9 FORCE MAJEURE**

Neither the 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.

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.

#### **17.10 NOTICES**

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

TO ONSOLVE  
LEGAL  
780 W. GRANADA BLVD.  
ORMOND BEACH, FL 32174  
TEL: (866) 939-0911  
CHRIS.HIGGS@ONSOLVE.COM

TO STATE:  
MARK DOYLE  
DESC  
110 SMOKEY BEAR BLVD  
CONCORD, NH 03305  
MDOYLE@E911.NH.GOV

#### 17.11 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 data. 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 shall become 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.

d. 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.


e. 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.

f. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

#### 17.12. DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. the Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. the Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. The Contractor may provide

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2018-100 IT Provisions – Part 2  
OnSolve Initials:   
Date: 12/7/18

technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

**17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION**

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359 C19 -21.

- 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 appropriate State identified contact immediately as defined in the SLA.
- 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.

**17.14. BREACH RESPONSIBILITIES**

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

- a. 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.
- b. 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 (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) 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.
- c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:
  - (1) the investigation and resolution of the data breach;
  - (2) notifications to individuals, regulators or others required by State law;

- (3) a credit monitoring service required by State (or federal) law;
- (4) 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<sup>17</sup> at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

**17.15. NOTIFICATION OF LEGAL REQUESTS**

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

**17.16. ACCESS TO SECURITY LOGS AND REPORTS**

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

**17.17. CONTRACT AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. No more than once per year unless required by law or a prior breach has occurred, the State may perform this audit or contract with a third party at its discretion and at the State's expense.

**17.18. DATA CENTER AUDIT**

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**17.19. ADVANCE NOTICE**

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**17.20. SECURITY**

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State

and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

**17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES**

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

**17.22. IMPORT AND EXPORT OF DATA**

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

**17.23. RESPONSIBILITIES AND UPTIME GUARANTEE**

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**17.24. RIGHT TO REMOVE INDIVIDUALS**

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.



**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 – EXHIBIT A  
CONTRACT DELIVERABLES**

**a. Project Overview**

The State of New Hampshire's Emergency Notification System (NH-ENS) is a geo-redundant on premise notification system running the OnSolve CityWatch platform. This platform has reached End-of-Life.

NH-ENS is a statewide mass emergency notification system that is capable of geographically alerting the public via voice, SMS and email alerts based on a pre-registered location. The Division of Emergency Services and Communications (DESC) populates CityWatch with approximately 1 million landline telephone records in addition to approximately 20,000 cell phone and email records provided by the public on an opt-in basis. NH-ENS can also alert the public using FEMA IPAWS WEA alerts, which can send out a 90 character text message to any smartphone in a given geographic area. NH-ENS can be utilized to send out group alerts and notifications to a pre-configured list of contacts of emergency personnel about issues such as staffing needs, language translators, etc.

Finally, NH-ENS has the ability to create an unlimited number of users and to restrict the area of the state where the user has the ability to send an alert. DESC currently has over 500 users in over 110 municipalities each of which only have the ability to contact the public in areas of their jurisdiction. This is a powerful tool that allows the DESC to share the system without concerns about alerts traversing into areas where those users are not allowed to send notifications.

**b. Statement of Work**

- OnSolve will implement, integrate and support a hosted statewide emergency notification system.
- OnSolve's ENS System will be a turnkey solution incorporating all necessary software, engineering services, technical support, licensing and training including 24x7x365 Support.
- OnSolve's ENS System must include a primary GIS component.
- OnSolve's ENS System must list or map based notifications to citizens and/or first responders.
- OnSolve's ENS System initial configuration must include interfaces for SIP trunks.
- OnSolve's ENS System must allow the user to either pre-record or create on-the-fly messages.
- OnSolve's ENS System solution must provide a means for citizens to register (Opt in). The interface for this registration system must be web based.
- OnSolve's ENS System must allow for numerous Individual concurrent logins with different set permissions.
- Jurisdictional Data Security – OnSolve's ENS System must provide for the configuring of each municipality with segregated data, maps and call out templates. With multiple jurisdictional use of the system, each entity will not have the ability to view or interact with any part of each other's data. Each municipality will have the ability to access only its own data.
- OnSolve's ENS System must comply with State of New Hampshire Revised Statutes Annotated (RSA) 106-H:16.
- OnSolve's ENS System Message Delivery – Audio includes Landline, Mobile/Cell and Voice-over IP (VoIP). Text includes Short Message Service (SMS), Email, TTY/TTD and Pagers including alphanumeric. CAP Compliant, IPAWS, EAS and WEA.

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State of NH Contract 2018-100  
Exhibit A – Contract Deliverables – Part 3

Date: 12/7/18  
Contractor's Initials

*AMB*

Page 1 of 93

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 – EXHIBIT A  
CONTRACT DELIVERABLES

- OnSolve's ENS System must have reporting and analytics capabilities.
- OnSolve's ENS System must allow for call throttling to allow carriers to deliver alerts without congestions at any single network.
- OnSolve's ENS System's Interface must be compatible with web enabled devices; smart phones and tablets.
- OnSolve agrees to provide all data collected with the Opt In web site upon request from the DESC. The DESC understands that data previously collected in New Hampshire under agreements with other entities may not be eligible.

**c. General Project Assumptions**

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

**DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

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State of NH Contract 2018-100  
Exhibit A – Contract Deliverables – Part 3  
Date: 12/7/18  
Contractor's Initials AS

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 PART 3 – EXHIBIT A  
 CONTRACT DELIVERABLES

REF #	Deliverable	Deliverable Type	Projected Delivery Date	Comment
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Project Management Plan	Written		
2	Conduct Project Kickoff Meeting	Non-Software		
3	Project Status Reports	Written		
4	Security Plan	Written		
5	Communications and Change Management Plan	Written		
6	Testing Plan	Written		
7	Comprehensive Training Plan and Curriculum	Written		
<b>TESTING</b>				
8	Conduct Training of User Acceptance Team	Non-Software		
9	Conduct User Acceptance Testing	Non-Software		
10	Conduct System Performance (Load/Stress) Testing	Non-Software		
<b>TRAINING</b>				
11	Provide Training Materials	Written		
12	Conduct Training of State Staff	Non-Software		
<b>SYSTEM DEPLOYMENT</b>				
13	Data Loaded into Production Environment	Software		
14	Provide Documentation	Written		
15	Attachment C Table C-2 Business Requirements Vendor Check List is hereby incorporated by reference.			
<b>OPERATIONS</b>				
16	Ongoing Hosting Support	Non-Software		
17	Ongoing Support & Maintenance	Software		
18	Conduct Project Exit Meeting	Non-Software		

State of NH Contract 2018-100  
 Exhibit A – Contract Deliverables – Part 3  
 Date: 12/7/18  
 Contractor's Initials: AB

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 PART 3 - EXHIBIT B  
 PRICE AND PAYMENT SCHEDULE

**1. PAYMENT SCHEDULE**


**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$ 650,000 for the period between the Effective Date through December 31, 2023. OnSolve shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow OnSolve to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

REF #	Deliverable	Deliverable Type	Projected Delivery Date	Payment Amount
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Project Management Plan	Written		Included
2	Conduct Project Kickoff Meeting	Non-Software		Included
3	Project Status Reports	Written		Included
4	Security Plan	Written		Included
5	Communications and Change Management Plan	Written		Included
6	Testing Plan	Written		Included
7	Comprehensive Training Plan and Curriculum	Written		Included
<b>TESTING</b>				
8	Conduct Training of User Acceptance Team	Non-Software		Included
9	Conduct User Acceptance Testing	Non-Software		Included
10	Conduct System Performance (Load/Stress) Testing	Non-Software		Included
<b>TRAINING</b>				
11	Provide Training Materials	Written		Included
12	Conduct Training of State Staff	Non-Software		Included
<b>SYSTEM DEPLOYMENT</b>				
13	Data Loaded into Production Environment	Software		Included
14	Provide Documentation	Written		Included
15	Attachment C Table C-2 Business Requirements Vendor Check List is hereby incorporated by reference.			Included

State of NH Contract 2018-100  
 Exhibit B - Price and Payment Schedule - Part 3

Date: 12/7/10

Contractor's Initials 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 PART 3 - EXHIBIT B  
 PRICE AND PAYMENT SCHEDULE

OPERATIONS			
16	Ongoing Hosting Support	Non-Software	Included
17	Ongoing Support & Maintenance	Software	Included
18	Conduct Project Exit Meeting	Non-Software	Included
	Annual Fiscal Year Payment Total		\$130,000

**1.3 SAAS Services Pricing Worksheet**

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period. Table should be customized to reflect the project and the cost composing the Contractor's proposal.+

Software Name	Maintenance Support and Upgrades					
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
CodeRED (unlimited usage)	\$58,500	\$117,000	\$117,000	\$117,000	\$117,000	\$58,500
IPAWS		Included	Included	Included	Included	Included
CodeRED Weather Warning		Included	Included	Included	Included	Included
OnSolve Data	\$6,500	\$13,000	\$13,000	\$13,000	\$13,000	\$6,500
Grand Total	\$65,000	\$130,000	\$130,000	\$130,000	\$130,000	\$65,000

**2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the 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.

**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

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

**3. INVOICING**

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.

Invoices shall be sent to:

Robert Lussier  
Division of Emergency Services and Communications  
110 Smokey Bear BLVD  
Concord, NH 03305

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

OnSolve  
Attn: Accounting  
780 W. Granada Blvd.  
Ormond Beach, FL 32174

**5. OVERPAYMENTS TO 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.

**6. CREDITS**

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


**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the first year annual fee for a period of 60 days after first productive use of the System.

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100 – PART 3  
EXHIBIT C  
SPECIAL PROVISIONS

There are no Special Provisions to contract 2018-100

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State of NH Contract 2018-100  
Exhibit C – Special Provisions – Part 3  
Date: 12/7/18  
Contractor's Initials 

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100 – PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. TRAVEL EXPENSES**

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

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

As applicable, and subject to the applicable laws and regulations, the State will provide 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.

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

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

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

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract



**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100 – PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES**

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. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

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

**6. ACCOUNTING REQUIREMENTS**

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT E  
IMPLEMENTATION SERVICES

**1. PROJECT MANAGEMENT**

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT E  
IMPLEMENTATION SERVICES**

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

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

## **2. IMPLEMENTATION STRATEGY**

### **2.1 Key Components**

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

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

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.

### **2.2 Timeline**

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

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

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 PART 3 - EXHIBIT E  
 IMPLEMENTATION SERVICES

Develop Training and Implementation Plan with DESC's Project Manager		
Activities	Time Line	Responsible Party
<b>TASK 1.0: Conduct Project Start-Up Activities</b>		
1.1 Letter of Intent	Day 1	DESC
1.2 OnSolve Portal Customer Set-Up	Day 1	OnSolve
1.3 CRM Customer Set-Up	Day 1	OnSolve
1.4 Dedicated Customer Support Team Assigned	Day 1	OnSolve
1.5 Send Contact Info to Customer Support Team	Day 1	DESC
<b>TASK 2.0: Establish CodeRED System For DESC</b>		
2.1 Project Plan Established	Day 3	OnSolve
2.2 Set User Accounts	Day 3	OnSolve
2.3 Set-Up Customer Group Notification Enrollment Pages	Day 3	OnSolve
2.4 Assist with Migrating DESC Supplied Data	Day 4	OnSolve
2.5 Verify Contact Information in Data	Day 4	OnSolve
<b>TASK 3.0: Training</b>		
3.1 Schedule Training Sessions for users	Day 5	DESC/ OnSolve
3.2 Complete Training	Day 6	OnSolve
3.3 Local Telephone Network Load Testing	Day 6	DESC/ OnSolve
3.4 Schedule On-Going Training Opportunities	On-Going	DESC/ OnSolve
3.5 New Features Training	On-Going	DESC/ OnSolve
3.6 Monthly Training	On-Going	DESC/ OnSolve
System Customization (Optional)	On-Going	

**2.3 Change Management and Training**

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

**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT F  
TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

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

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 System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

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.

**1.1 Test Planning and Preparation**

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

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all 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 Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days 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

**STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 PART 3 - EXHIBIT F  
 TESTING SERVICES**

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.

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

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

**1.2 User Acceptance Testing (UAT)**

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

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

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

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

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

<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</li> </ul>

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 PART 3 - EXHIBIT F  
 TESTING SERVICES

	problem resolution. • Provide Acceptance of the validated Systems.
<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.

**1.3 Security Review**

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

All components of the Software shall be reviewed and tested by Contractor to ensure they protect the State's Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include annual third-party penetration tests and application vulnerability scanning.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT F  
TESTING SERVICES

	overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
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STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES

**1. SYSTEM MAINTENANCE**

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

**1.1 Contractor's Responsibility**

The Contractor shall maintain the System in accordance with the Contract.

**1.1.1 Maintenance Releases**

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

**1.1.2 Standard Agreement**

The State will adopt the Contractor's standard maintenance agreement as set forth in Exhibit J which is modified to address terms and conditions inconsistent with State Statutes and general State information technology practices that are in effect as of the Effective Date of the Contract.

**1. SYSTEM SUPPORT**

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

2.4 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:

1..1. **Class A Deficiencies** – The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 4:30 pm) with an email/telephone response within two (2) hours of request, or the Contractor shall provide support with remote diagnostic Services within four (4) business hours of a request;

1..2. **Class B & C Deficiencies** – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

**2. SUPPORT OBLIGATIONS AND TERM**

2.1 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, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment I.

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**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES**

- 2.2 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 in Part 2 Section 13.1.1.2, 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
- 2.3 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 in Part 1 Section 14.
- 2.4 The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.
- 2.5 For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.
- 2.6 The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

MANDATORY REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>MANDATORY FUNCTIONAL REQUIREMENTS</b>					
R1.1	The Vendor must be able to implement the solution as an on-site system enabling the Department's data to remain on premise, or as a hosted solution that can connect to our data via secure VPN, or as a hosted solution that does not utilize our data at all.	M	Y	S	The CodeRED solution is a high-availability, cloud-based Software as a Service (SaaS) solution available 24/7/365 and fully hosted by OnSolve. The system is housed in triple-redundant, private data centers geographically dispersed in each of the three major U.S. power grids. Data is mirrored instantly between the U.S. data centers within OnSolve's secure network. Regular backups are performed to secondary storage media for even greater recoverability.
R1.2	The System will include a GIS interface for selection of geographic locations for notification purposes.	M	Y	S	The CodeRED solution utilizes Esri interactive mapping with ability to populate shapefiles, draw shapes including polygons, circles, rectangles and free-form areas. Shapefiles may be loaded into the mapping interface in

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: ATS


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					advance for easy retrieval.
R1.3	The System must have the capability for interfacing with expandable SIP trunks for on-site solutions, or utilizing a vendor data center for a hosted solution.		Y	S	The CodeRED solution utilizes a delivery model that leverages OnSolve's massive dedicated network capacity to contact all devices simultaneously. OnSolve endeavors to set realistic expectations for DESC. A full-scale system is conducted to determine local telco capacity to ensure maximum delivery at the appropriate rate for local infrastructure.
R1.4	The System must be geographically redundant.	M	Y	S	The CodeRED data centers are spread across the three U.S. power grids in geographically diverse areas, Atlanta, Dallas and Las Vegas.
R1.5	The application interface must be browser based and not require applications or databases to reside on the user's workstation.	M	Y	S	The CodeRED solution is accessed via a dynamic URL using any major Internet browser. No hardware or software needs to be installed.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R1.6	The System must include a minimum of four message types (voice, SMS/text, email, and text-to-speech).	M	Y	S	The CodeRED solution provides the ability to disseminate messages through a variety of delivery methods, including landline, VoIP, TDD/TTY, cell phone, SMS, email, CodeRED Mobile Alert app, IPAWS, social media networks, website widget and RSS.
R1.7	The Vendor must provide training at the Department's facility; recurrent web-based training programs must be made available for both initial and recurrent training.	M	Y	S	<p>OnSolve will provide live and/or on-line training webinars for DESCstaff. Ongoing training sessions can be scheduled at any time. OnSolve understands the need to provide refresher training, as well as continuing sessions for new system users. To accommodate this need, the OnSolve Client Support Team is always ready to assist.</p> <p>Instruction is administered through webinars (if desired), conference calls, video chat, customized online recordings, etc. This ongoing service is included in the proposed pricing for this project.</p> <p>We understand that each individual learns differently. As a result, one-on-one training sessions are available as</p>

State of NH Contract 2018-100  
 Exhibit H – Requirements – Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

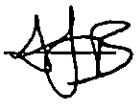
**STATE OF NEW HAMPSHIRE**  
**DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**  
**NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**  
**SAAS CONTRACT 2018-100**  
**SAAS EXHIBIT H**  
**REQUIREMENTS**

					needed to ensure all system users are fully proficient in their use of the system. OnSolve offers a variety of training materials to ensure each user is fully proficient in the system. These resources complement the intuitive design of CodeRED, resulting in an extremely user-friendly experience.
R1.8	The System must allow users to preconfigure notifications that can be stored in the system for subsequent use by authorized users.	M	Y	S	The CodeRED solution allows the ability to pre-create an unlimited number of scenarios for future use. Additionally, the components of a scenario, such as audience and/or message may be created and saved in advance for easy access at a later time. These scenarios or their

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					components may be modified prior to launch or used as-is. DESC can create a library of pre-created scenarios to save crucial time during a crisis, such as evacuations.
R1.9	The System must have the ability to automatically detect TTY devices and appropriately deliver messages to these devices.	M	Y	S	The CodeRED solution provides delivery of notifications to TDD and TTY devices.
R1.1.1	The System shall provide the ability to send messages in a bi-lingual format that allows the recipient to select which language they prefer.	M	Y	S	The CodeRED solution provides the ability to utilize a translation feature that will reproduce text-to-speech, email and text messages into the message recipients preferred language. The Community Notification Enrollment (CNE) form allows message recipients (citizens) to select their preferred language at registration.
R1.1.2	The System must be capable of delivering voice/text messages to the following devices through a single interface: -Email (w/ attachments) -Land Line -Wireless -SMS/text -Internet-enabled mobile devices -VoIP	M	Y	S	The CodeRED solution provides the ability to disseminate messages through a variety of delivery methods, including landline, VoIP, TDD/TTY, cell phone, SMS, email, CodeRED Mobile Alert app, IPAWS, social media networks, website widget and RSS.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials 

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**  
**NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**  
**SAAS CONTRACT 2018-100**  
**SAAS EXHIBIT H**  
**REQUIREMENTS**


R1.1. 3	The System must allow for the creation of unlimited user log-ins with different set permissions.	M	Y	S	The CodeRED system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or one of CodeRED's functions, with access to only certain groups within CodeRED. Authorized users of the CodeRED system can limit access to functionality of the system by role-based permissions. Using this functionality, DESC will have control over which employees have access to the system and to what features. Authorized users can be given permission to update databases as required.
R1.1. 4	The System shall provide the ability to geographically segregate access to the data and maps for multiple users, using spatially defined areas.	M	Y	S	The CodeRED solution allows for unlimited DESC authorized users. DESC can determine those who are designated administrators and determine the permissions granted to any other authorized users.

State of NH Contract 2018-100  
Exhibit H - Requirements - Part 3  
Date: 12/7/18  
Contractor's Initials: 




STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R1.1. 5	The System shall provide a secure public user enrollment portal capable of integrating registration data with the primary database.	M	Y	S	The CodeRED solution provides a web-based Community Notification Enrollment (CNE) form for residents to register (opt-in) for notifications. The citizen will enter their address and any contact information they want to provide, phone numbers, text, email, and the address is automatically geocoded on a map for them. The CodeRED solution does verify and geocode the address of the citizen.
R1.1. 6	The System must be able to send out CAP compliant messages to WEA and EAS, via a test and live certificate.	M	Y	S	The CodeRED solution provides a fully-compliant IPAWS origination tool that is operational in all five IPAWS messaging methods, including WEA, EAS, NWEM, COG to COG, and the Public Alerts Feed. The messages will be CAP compliant as required by FEMA. OnSolve IPAWS Alert Origination Tool is fully compliant with CAP Version 1.2 and the OASIS standards for dissemination of IPAWS alerts. This practice is demonstrated many times daily by our dominating presence of COG alerting authorities across the nation.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS


R1.1. 7	The System must be able to throttle calls to allow carriers to deliver voice messages without congestions at any single network.	M	Y	S	The CodeRED solution utilizes a delivery model that leverages OnSolve's massive dedicated network capacity to contact all devices simultaneously. OnSolve endeavors to set realistic expectations for DESC. A full-scale system is conducted to determine local telco capacity to ensure maximum delivery at the appropriate rate for local infrastructure.
R1.1. 8	The System shall employ role-based access for managing multiple levels of operator administrative access. (i.e. macro-level operators manage municipality and county level permissions and functions, as well as allow for DESC operators to manage agency-specific operations and functions.)	M	Y	S	The CodeRED system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or one of CodeRED's functions, with access to only certain groups within CodeRED. Authorized users of the CodeRED system can limit access to functionality of the system by role-based permissions. Using this functionality, DESC will have control over which employees have access to the system and to what features. Authorized users can be given permission to update databases as required.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS


R1.1.9	Vendor must provide technical Help Desk support for all users for problem resolution and troubleshooting on a 24/7, 365 day per year basis.	M	Y	S	The CodeRED solution Client Support Team has representatives available 24/7/365 for technical assistance needed, including launch of notifications in an emergency.
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SYSTEM CONFIGURATION					
State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SYSTEM CONFIGURATION					
R2.1	The System interface must be compatible with web enabled devices, either through an app or compatibility of the desktop site.	M	Y	S	The CodeRED solution is accessed via a dynamic URL using any major Internet browser. Additionally, the CodeRED Mobile Launcher app provides authorized DESC users the ability to launch existing, pre-created scenarios or to build scenarios on the fly for geographic and/or internal notifications from any Android, Apple or Windows wireless device.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R2.2	The System must be capable of delivering messages based on device current location via a mobile application installed on the citizen's mobile device.	P	Y	S	The CodeRED Mobile Alert App is the most downloaded public safety alerting app in the industry. Working with the GPS technology of the smart device, residents, visitors, commuters and travelers can receive critical, location-specific alerts.
R2.3	The System shall display historical emergency messages, including date, time, recipients, message content, dissemination channels, and message delivery confirmation for reference.	M	Y	S	The CodeRED solution provides an easy-to-navigate user interface that includes a statistics dashboard for authorized DESC message initiators and administrators to search and view notification data as needed. Additionally, the data may be queried by various fields or using filters. The standard report generator provides the ability to review recent activity at-a-glance or to drill down for specific notification details.  Data is available in real-time as the notification is

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS


					processing, and then is available when needed.
R2.4	All System management functions shall be performed via a web-based interface and shall only be accessible to administrator credentialed users.	M	Y	S	The CoderED solution is accessed via a dynamic URL using any major Internet browser. The CoderED solution allows for unlimited DESC authorized users. DESC can determine those who are designated administrators and determine the permissions granted to any other authorized users.
R2.5	Administrators shall have the ability to access and edit any of the subscriber information and system parameters.	On-site: M Hosted: P	Y	S	All contact records can be edited and updated by system administrators.

State of NH Contract 2018-100  
 Exhibit H – Requirements – Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R2.6	The System shall allow operators to select previously targeted recipients for new messages (i.e., when multiple messages are being sent for a single event).	M	Y	S	The CodeRED solution provides the message initiator with the ability to automatically recall notifications non-connected numbers. Follow-up options are also available to redial all numbers or only connected numbers, only non-connected numbers.
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GIS CAPABILITIES					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GIS CAPABILITES					
R3.1	The System shall facilitate the definition of a target audience based on groups, geographic location or incident specific groups.	P	Y	s	The CodeRED solution utilizes ESRI mapping for creating geographic notifications utilizing DESC's databases, including E9-1-1 or utility data, as well as any resident data collected through the Community Notification Enrollment page.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R3.2	The System shall allow an operator to geographically define the targeted area for a message through a GIS interface and automatically determine appropriate recipients by address.	M	Y	S	<p>The CodeRED solution provides ESRI mapping that will allow DESC to utilize drawing tools, such as polygon, rectangle and radius, to define specific areas for notifications. DESC may also import shapefiles for cities, towns, flood zones or any other known areas that may be frequently used.</p> <p>DESC will also be given the option to supply address and center point files that will allow OnSolve's data team to create a custom geocoder (part of all standard contracts) that will further ensure accurate geocoding of data.</p>
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State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: AB

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**  
**NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**  
**SAAS CONTRACT 2018-100**  
**SAAS EXHIBIT H**  
**REQUIREMENTS**


R3.3	<p>The System shall be capable of targeting recipients by employing dynamic map-based geographical selection, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Designating a radius around a target area(s);</li> <li>• Designating target area(s) with free-form polygons;</li> <li>• IPAWS WEA alerts</li> </ul>	P	Y	S	<p>The CodeRED solution utilizes Esri interactive mapping with ability to populate shapefiles, draw shapes including polygons, circles, rectangles and free-form areas. Shapes may be resized, edited or moved, if needed.</p> <p>The CodeRED solution provides an IPAWS origination tool that is capable of sending notifications through any of the five IPAWS alerting methods, WEA, EAS, NWEM, COG to COG and the Public Alerts Feed.</p>
R3.4	<p>Application interface must be fully web based. Not requiring applications (exe) or databases to reside on the users workstation.</p>	M	Y	S	<p>The CodeRED solution is a fully hosted, web-based product accessible through a dynamic URL using an standard internet browser. There is no hardware, software or phone equipment required.</p>

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 



**STATE OF NEW HAMPSHIRE**  
**DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**  
**NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**  
**SAAS CONTRACT 2018-100**  
**SAAS EXHIBIT H**  
**REQUIREMENTS**

R3.5	The System must provide the capability for users to select a group of contacts.	P	Y	S	The CodeRED solution allows for the creation of an unlimited number of contact groups and sub-groups. This will provide the ability to target an internal contact group or groups, subsets of groups through the use of filters (called tags), or even individual contacts. DESC may also restrict access to these groups allowing only those who need it access to update or launch notifications.
R3.6	When the user has defined the notification area the System must provide the ability to export a list of the selected recipients.	P	Y	S	The CodeRED solution provides an overview of contacts when creating and prior to launch of the notification. Upon launch, notification statistical data is available in real-time. Several reports are available including a graphical overview and a detailed Call Summary report. Reports may be exported into a CSV file, if needed.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					Notification reports remain available for the life of the contract and are not deleted unless requested by DESC.
R3.7	The System will provide a confirmation page of the options that have been selected to the user before the user initiates the notification.	P	Y	S	The CodeRED solution provides multiple points of verification when creating a notification to ensure the correct audience and message are selected. Message initiators will be provided a Scenario Recap prior to launch of the notification which allows each component of the notification to be reviewed and verified prior to the launch. The components may be edited, if needed, prior to launch.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R3.8	GIS interface will provide the user with a minimum of 3 polygon types to choose from to select an area for activation, and a radius tool.	P	Y	S	The CodeRED solution utilizes Esri interactive mapping with ability to populate shapefiles, draw shapes including polygons, circles, rectangles and free-form areas. Shapes may be resized, edited or moved, if needed.
R3.9	GIS interface will allow the user to search for an address or search via GPS coordinates (i.e., degrees minutes seconds, degrees decimal minutes, and decimal degrees).	P	N	S	The CodeRED solution allows for searching by address, intersection, city and zip code. Custom map layers are optional, which can allow for search by landmark. The CodeRED solution does not utilize selections by latitudinal and longitudinal coordinates, due to the ability to utilize polygons and shapefiles.
R3.1.1	The System will provide two methods for excluding areas within a defined notification area. The application will allow the user to draw a polygon within a polygon to exclude the area within the second polygon shape.	O	Y	S	The CodeRED solution provides EXCLUDE ADDRESS as a standard feature. This feature will allow and address/phone number to be removed from a

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials 

**STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS**

					notification as needed.
R3.1.2	The System shall provide the ability for the user to predefine reports that the System will automatically build and send to specified users email addresses at completion or at predefined intervals and completion, when a notification has been activated.	P	N	S	This feature is not currently available on within the CodeRED solution. However, reports are readily available in the user interface for any authroized users. Any report may be exported and emailed as needed.
R3.1.3	GIS interface shall provide a feature that allows a user to import a shapefile from an external source and appropriately plot the affected area. (e.g., a plume area, town boundary files, etc.).	M	Y	S	The CodeRED mapping interface allows for importing of shapefiles into the system on-the-fly or in advance for easy access when needed. These shapefiles may be uploaded directly into the interface by DESC or the CodeRED Client Support Team is available to assist. DESC can also pre-create geographic notification areas and save them for future use.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R3.1.4	When setting activation options the System must provide the ability for the user to set a predefined duration period for all calls to be completed.	P	Y	S	The CodeRED solution provides an EXPIRATION feature which allows message initiators to determine an expiration timeframe for any notification.
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CITIZEN REGISTRATION CAPABILITIES					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
CITIZEN REGISTRATION CAPABILITIES					

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: AJB

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R4. 1	The System must include a citizen registration component, via a web interface and/or application to be installed on citizen's mobile devices, to register themselves and provide additional contact data if desired that can be used in the event of a notification.	M	Y	Y	<p>The CodeRED solution provides each client with a custom Community Notification Enrollment (CNE) webpage for resident registration. The CNE page allows residents and businesses to register any contact information they choose, such as home, work and cell phones, as well as text and email addresses, language preferences, special needs considerations and TDD/TTY requirements. DESC's logo may be added for branding and recognition.</p> <p>The Community Notification Enrollment (CNE) form is accessible through desktop, laptop, or other mobile devices. It may be accessed through various Internet browsers using a link that will be provided to DESC for your website.</p>
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State of NH Contract 2018-100  
 Exhibit H Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *ATB*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R4. 2	The registration page must allow for the voluntary opt-in registration process for Emergency Warnings and/or Emergency Alerts, as well as for opting-out of all Emergency Warnings	M	Y	<p>The CodeRED solution provides the ability for registration into the "general" database which that DESC can use for notifications it deems are not of an emergency nature. There is the ability to also create additional Community Groups as DESC requires. These can be structured based on DESC needs, but examples include Traffic Alerts, and Neighborhood Watch Information. Citizens would select any or all that apply.</p> <p>The CodeRED solution provides Weather Warning as a feature that residents can sign-up for when registering. Automated Weather Warning notifications are based on National Weather Service polygon-based messages to ensure residents only receive information that may directly impact them.</p>
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State of NH Contract 2018-100  
 Exhibit H – Requirements – Part 3  
 Date: 12/7/18  
 Contractor's Initials: *AB*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS


R4. 3	The registration page data entry will consist of a single page for users to register their data.	P	Y	S	The CoderED provides each client with a custom web page for resident registration called the Community Notification Enrollment (CNE) page. The CNE page allows residents and businesses to register any contact information they choose, such as home, work, and cell phones, as well as text and email addresses, language preferences, special needs considerations, and TDD/TTY requirements.
R4. 4	The registration page will include an interactive map and will provide the ability for the registrant to use a push pin to positively identify their registered address location on the map.	P	Y	S	The CoderED data management team utilizes standard best practices for the geocoding process. The Community Notification Enrollment (CNE) for citizens provides the citizen with a map showing their geocoded address. Residents may utilize the map to further pinpoint or adjust geocoding, if necessary. In addition, the

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *AB*



STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					CodeRED Client Support Team will be available to assist citizens with any unusual circumstances.
R4.5	The application will geocode the registrants' address upon successful registration of the applicant.	P	Y	S	The CodeRED solution provides a web-based Community Notification Enrollment (CNE) form for residents to register (opt-in) for notifications. The citizen will enter their address and any contact information they want to provide, phone numbers, text, email, and the address is automatically geocoded on a map for them. The CodeRED solution does verify and geocode the address of the citizen.
R4.6	Registration page can be configured to use CAPTCHA.	P	Y	S	The CNE can utilize the CAPTCHA feature.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R4.7	Before the registrant is provided the ability to access the registration page, the registration application will present the user with a terms and conditions page.	P	Y	S	The CodeRED solution's Community Notification Enrollment (CNE) portal does provide terms and conditions for residents as part of the registration process.
R4.8	Web application will provide the registrant a password recovery option.	P	Y	S	Users do have the ability to reset their password without outside intervention.
R4.9	The System shall allow the DESC to configure the contact information form to collect pertinent information from recipients who enroll in the Emergency Notification System program, including but not limited to: <ul style="list-style-type: none"> <li>• First and last name</li> <li>• Minimum of three phone numbers (e.g., cell, work cell, work and land based)</li> <li>• Minimum of three email addresses (e.g., home email, work email)</li> <li>• Minimum of three locations with address, street, city, and zip code for each</li> <li>• Date of registration</li> <li>• Configurable to register citizen supplemental Automatic Location Identification (ALI) data</li> </ul>	P	Y	S	The CodeRED solution provides each client with a custom web page for resident registration called the Community Notification Enrollment (CNE) page. The CNE page allows residents and businesses to register any contact information they choose, such as home, work, and cell phones, as well as text and email addresses, language preferences, special needs considerations, and TDD/TTY requirements.

GROUP NOTIFICATION CAPABILITIES	
State Requirements	Vendor

State of NH Contract 2018-100  
 Exhibit H Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *ASB*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>CONTACTS</b>					
RS.1	The contact database must allow for many telephone numbers, email addresses, and pager numbers (including multiple pager services) for each individual as desired.	M	Y	S	The CodeRED solution provides the ability for message recipients to include multiple contact methods. The CodeRED solution allows unlimited contact groups to be created within the user interface. Groups may be created based on DESC needs, by agency, affiliation, etc. Sub-groups can be created when needed. DESC will also be able to utilize "tags," which allows for further filtering of group members, based on areas of specialization, classification, or others that may be needed. Groups can be created in advance or built ad hoc when circumstances require. Contact groups may be managed directly

State of NH Contract 2018-100  
 Exhibit H Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *AB*

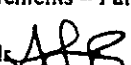
**STATE OF NEW HAMPSHIRE**  
**DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**  
**NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**  
**SAAS CONTRACT 2018-100**  
**SAAS EXHIBIT H**  
**REQUIREMENTS**

					within the user interface, imported by using a simple spreadsheet, or using the API to automate updates.
R5.2	The solution must be able to use data from other sources, either by importing them or linking them. (e.g., Excel, etc.)	M	Y	S	OnSolve offers a fully-exposed API at no additional charge that can be integrated with other systems DESC requires. API services provide the most beneficial method of accessing data and other services, such as Human Resource databases, digital signage, siren systems and many others.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: ASB


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R5.3	The contact database must be searchable on any field.	P	Y	S	The CodeRED solution's Contact Group Manager will show all available groups and the message recipients within them. Message recipients may be sorted or searched if needed.
<b>GROUPS</b>					
R5.4	Authorized users must be able to build notification groups by selecting contacts individually into groups.	P	Y	S	The CodeRED solution allows for the creation of an unlimited number of contact groups and sub-groups. This will provide the ability to target an internal contact group or groups, subsets of groups through the use of filters (called tags), or even individual contacts. DESC may also restrict access to these groups allowing only those who need it access to update or launch notifications.
R5.5	The System must be able to send notifications to personnel based on grouping structures and other criteria (e.g., first responders, emergency teams, command centers, etc.).	P	Y	S	The CodeRED Contact Group Manager allows the use of "tags," which may be used to

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					define rank, classification, specialty or skills.
R5.6	The solution must allow us to apply any number of groups to a scenario.	P	Y	S	The CodeRED solution does not restrict the number of groups a contact, group recipient may be assigned.
R5.7	Contacts must be able to be in multiple groups.	P	Y	S	The CodeRED solution provides the ability for authorized users or administrators to manage contact groups directly through the user interface. Groups and message recipient records may be updated manually, or by importing in a CSV file. There are also options to update utilizing an open API.
R5.8	The System must allow the export of group information.	O	Y	S	The CodeRED solution allows for the export of public record data in an Excel format for printing or storage as the County requires. The CodeRED solution's Contact Group Manager allows for updating

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					of any contact records manually or by exporting to a CSV file, updating the information and importing the changes.
R5.9	Users in multiple groups shall only be notified once per scenario with the highest priority taking precedence.	M	Y	S	The CodeRED solution utilizes a data management team of highly trained professionals who perform de-duplication, data scrubbing and data cleansing to ensure the best possible data for notifications. OnSolve's Validata™ process may be utilized to further scrub non-working telephone numbers from DESC's databases.
R5.1.1	Individuals that maintain groups must be able to sort individuals within groups by any field within the contact database.	P	Y	S	The CodeRED solution allows alert initiators to send to individuals, as well as groups and sub-groups of individual recipients simultaneously.

State of NH Contract 2018-100  
 Exhibit H – Requirements – Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

ACTIVATION REQUIREMENTS					
State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SCENARIOS</b>					
R6.1	Authorized users must be able to assign as many groups as desired to a notification.	P	Y	s	The CodeRED solution allows for the creation of an unlimited number of contact groups and sub-groups. This will provide the ability to target an Internal contact group or groups, subsets of groups through the use of filters (called tags), or even individual contacts. DESC may also restrict access to these groups allowing only those who need it access to update or launch notifications.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials 




STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.2	Authorized users must be able to designate the number of times the System will attempt to reach individuals, and the amount of time to wait between attempts.	P	Y	s	<p>A detailed report for a notification is available in near real-time (which auto refreshes/updates) during the notification sending process, showing each contact attempted by recipient and device and the status ('Email Sent', 'Call In Progress') or response received from each of the device contacts. The report updates in real-time and continually changes as contacts are made and responses are received. The user can select multiple functions based on this near real-time report.</p> <p>The detailed information that is available in near real-time while the notification is active becomes the historical record of that notification when it completes. The detail report shows the date and</p>
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State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *ABS*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					time of each contact attempt for each recipient and each device. It tracks in real time what happens with each attempt (e.g., call sent, connected, busy signal, hang ups, wrong number, left message, answering machine, SMS sent, email sent, etc). Each message sent may also optionally include a 'response' request, including anything from a simple acknowledgement to asking for a choice from options that you define. All responses are captured and logged on the notification report, showing both the response chosen and a timestamp of that response.
R6.3	The System must be capable of executing multiple scenarios simultaneously without user intervention and provide the ability to allocate phone line resources based on the priority level of each notification. <ul style="list-style-type: none"> <li>• Low priority notifications must yield phone line resources to high priority</li> </ul>	M	Y	S	The CodeRED solution prioritizes emergency notifications over standard (general) notifications.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

	scenarios • Notifications with comparable priorities must share phone line resources				
R6.4	The individual updating or creating the scenario must be able to select whether an associated voice message or supplemental document file will be attached to an email notification.	P	Y	S	The CodeRED solution provides the ability to add an attachment with an email notification in a variety of formats, including Word documents, jpegs, pdfs and others.
R6.5	The System must allow authorized users to create and save as many scenarios for future activation (remotely by phone, via PC, or web-enabled devices) as desired.	P	Y	S	The CodeRED solution allows message initiators to pre-create, name and save scenarios for access at a future date. Naming conventions will be at the Authority's discretion.
<b>ACTIVATION</b>					

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.6	Authorized users must be able to activate a notification from any location through a PC with internet access, over the phone, or via a web-enabled device.	M	Y	S	<p>Administrators can access and activate the CodeRED solution using any of the following methods:</p> <ul style="list-style-type: none"> <li>• Web (User Interface): Log in 24/7/365 the secure webpage to send alerts</li> <li>• Phone: Call CodeRED Customer Support for live operator assistance and notification launch 24/7/365</li> <li>• Mobile Launcher App: CodeRED offers a free downloadable app for administrators software for Android, Apple and Windows devices.</li> <li>• Send by Phone: The CodeRED IVR offers the ability to dial a toll-free number for activation scenarios. This feature is also used to record live voice message components.</li> <li>• Web Services (API): The API offers the ability to automatically trigger alert from various</li> </ul>
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State of NH Contract 2018-100  
 Exhibit H – Requirements – Part 3  
 Date: 12/7/18  
 Contractor's Initials: ABB

**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
SAAS EXHIBIT H  
REQUIREMENTS**

					IP-based third-party systems, such as Computer-Aided Dispatch (CAD), digital signs, sirens, and others.
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State of NH Contract 2018-100  
Exhibit H Requirements – Part 3  
Date: 12/7/18  
Contractor's Initials: *ASB*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.7	At the time of activation, the user must be given the option of using text-to-speech, recording a message at the time of activation, or to use a previously recorded message.	M	Y	S	The CodeRED solution allows messages to be pre-recorded and saved for later use. These messages are reviewable at any time and may be edited before transmission. DESC will be able to determine naming conventions for the messages, so they may be located quickly when creating a notification. The CodeRED solution's text-to-speech engine is a clear, easy-to-understand message generator. OnSolve feels confident that the technology being used provides accurate, comprehensible translations for names, addresses, telephone numbers, and acronyms that will deliver voice messages clearly to residents. OnSolve's Client Support Team provides training on message creation and will review best
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State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *ADS*

**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
SAAS EXHIBIT H  
REQUIREMENTS**

					practices for authorized message initiators.
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**STATE OF NEW HAMPSHIRE**  
**DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**  
**NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**  
**SAAS CONTRACT 2018-100**  
**SAAS EXHIBIT H**  
**REQUIREMENTS**

R6.8	Users must be able to view, print, export, and email reports as authorized.	M	Y	S	<p>The standard report generator provides the ability to review recent activity at-a-glance or to drill down for specific notification details.</p> <p>Reports may be exported into a standard Excel format for printing or storage outside of the CodeRED solution. Statistical data is available for the life of the contract and is not purged unless DESC requests.</p> <p>DESC administrators may be given access to the Advanced Report Generator with additional search features and options, including sub-organizations and their users.</p>
R6.9	Authorized users must be able to pause or stop a notification and then activate it again, only contacting those individuals not previously called.	M	Y	S	<p>The CodeRED solution provides a "STOP LAUNCH" feature that will allow a notification to be stopped after it has been launched.</p>

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/21/18  
 Contractor's Initials: ASB




STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.1.1	Notifications must be able to be scheduled and automatically activated by the System without any user intervention. (e.g., daily test messages, etc.)	M	Y	S	The CodeRED solution provides a schedule option as a standard feature. Scheduled notifications may be set on a recurring schedule. Scheduled notification can be deleted or rescheduled when needed. Schedule alerts can be created for the appropriate notification component, such as texts and emails.
R6.1.2	The System shall be capable of assessing/reporting the real-time status of Emergency Message delivery and estimated time to completion.	P	Y	S	DESC will have real-time reporting from the start of launch until completion. Overview statistics are available, as well as a breakdown of the various message delivery components. Statistics are available at any time within the user interface.


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.1.3	The System shall be capable of sending and managing the delivery of multiple messages concurrently in the case of multiple events.	M	Y	S	The CodeRED solution utilizes a multi-modal notification method contacting all devices at once to ensure the quickest, most effective delivery of notifications. DESC message initiators will have the ability to determine what devices are notified when the message is created.
R6.1.4	The System shall be capable of sending text messages to individuals or groups.	M	Y	S	The CodeRED solution provides the ability to disseminate messages through a variety of delivery methods, including landline, VoIP, TDD/TTY, cell phone, SMS, email, CodeRED Mobile Alert app, IPAWS, social media networks, website widget and RSS.

State of NH Contract 2018-100  
 Exhibit H – Requirements – Part 3  
 Date: 12/7/18  
 Contractor's Initials 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.1.5	The System will optionally be capable of delivering messages based on device current location via a mobile application installed on the citizen's mobile device.	O	Y	S	The CodeRED Mobile Alert App is the most downloaded public safety alerting app in the industry. Working with the GPS technology of the smart device, residents, visitors, commuters and travelers can receive critical, location-specific alerts. The Social Share feature allows recipients to share notifications with family and other contacts.
R6.1.6	The System shall be capable of scheduling emergency messages to be delivered at a specific date and time in the future.	P	Y	S	The CodeRED solution provides a schedule option as a standard feature. Scheduled notifications may be set on a recurring schedule. Scheduled notification can be deleted or rescheduled when needed. Schedule alerts can be created for the appropriate notification component, such as texts and emails.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.1.7	The System shall be capable of defining multiple communication methods to be utilized for each message. This includes the ability to enable or disable specific methods per notification. (i.e. voice and email only, or email and SMS only, or any combination thereof).	M	Y	S	The CodeRED solution provides the most intuitive message creation and dissemination process in the industry. Through one simple process, the DESC authorized officials have the ability to disseminate messages through a variety of delivery methods including Landline, VoIP, Cell phone, SMS text, Email, CodeRED Mobile Alert app, IPAWS, Social media networks, and Website widgets, RSS, and more. The notifications can be sent to any combination of individuals and/or groups and sub-groups. The DESC administrators can group contacts as desired, allowing for query-based notifications, targeting messages by defined criteria or by geographic location.
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State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/2/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.1.8	The System shall have the ability to stop, pause, continue and terminate any and all emergency messages in the System. This ability shall not interfere with other alerts in progress.	M	Y	S	The CodeRED solution provides a "STOP LAUNCH" feature that will allow a notification to be stopped after it has been launched.
R6.1.9	The System shall have the ability to throttle message delivery based on a resource usage percentage. For voice messages, this percentage shall be translated into the number of SIP trunks to utilize.	P	Y	S	The CodeRED solution utilizes a delivery model that leverages OnSolve's massive dedicated network capacity to contact all devices simultaneously. OnSolve endeavors to set realistic expectations for DESC. A full-scale system is conducted to determine local telco capacity to ensure maximum delivery at the appropriate rate for local infrastructure.
S					
R6.2.1	The System shall capture voice recordings of emergency messages from an authorized operator through a secure web-based application using a PC microphone or, preferably, by telephone. The Emergency Message shall be able to be previewed by the operator and quickly re-recorded if necessary.	M	Y	S	The CodeRED solution allows live recordings via Interactive Voice Response (IVR), importing of .wav files, and recording directly through the CodeRED Launcher App. Messages may also be pre-created

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					and accessed for modification before launching the notification.
R6.2.2	The System will provide the user with four options for attaching/recording a message to a notification; 1.) Selecting from a pre-recorded message. 2.) Record a new message. 3.) Type a text message and use Text to Speech to convert a message to voice message. 4.) Import a sound file (mp3, wav)	P	Y	S	<p>The CodeRED solution allows messages to be pre-recorded and saved for later use. These messages are reviewable at any time and may be edited before transmission. DESC will be able to determine naming conventions for the messages, so they may be located quickly when creating a notification.</p> <p>The CodeRED solution allows live recordings via Interactive Voice Response (IVR), importing of .wav files, and recording directly through the CodeRED Launcher App. Messages may also be pre-created and accessed for</p>

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *AJS*


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					modification before launching the notification.
R6.2.3	The System shall enable an authorized operator to type a message enabling Text-to-Speech functionality, optionally leveraging user-defined message templates to facilitate quick formation of messages. Text-to-Speech messages shall be able to be previewed by the user and quickly edited to correct any speech translation issues.	P	Y	S	The CodeRED solution's text-to-speech engine is a clear, easy-to-understand message generator. OnSolve feels confident that the technology being used provides accurate, comprehensible translations for names, addresses, telephone numbers, and acronyms that will deliver voice messages clearly to residents. OnSolve's Client Support Team provides training on message creation and will review best practices for authorized message initiators.
R6.2.4	The System shall leverage standard user-defined pre-recorded introductions.	P	Y	S	The CodeRED solution allows for a custom pre-vox for the DESC.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *AS*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.2.5	The System shall be capable of leveraging user-defined message templates to facilitate quick formation of messages.	P	Y	S	The CodeRED solution allows the ability to pre-create an unlimited number of scenarios for future use. Additionally, the components of a scenario, such as audience and/or message. These may also be saved for future use. DESCcan create a library of pre-created scenarios to save crucial time during a crisis.
R6.2.6	The System shall support the initiation of voice/text messages from mobile "handheld" devices in the field (i.e. internet enabled) via an interface designed specifically for a handheld device for clear and simple operation.	P	Y	S	The CodeRED solution allows authorized users (message initiators) to launch notifications using the CodeRED Launcher App. The app is a free download for Android, Apple and Windows devices through their respective app stores.
R6.2.7	The System shall support the initiation of emergency messages via telephone.	P	Y	S	The CodeRED solution Client Support Team has representatives available 24/7/365 for technical assistance needed,

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 



STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					including launch of notifications in an emergency.
R6.2.8	The System shall estimate the number of recipients and estimated time for delivery of all messages before sending an Emergency Message.	P	Y	S	The CodeRED solution powered by OnSolve's private, secure infrastructure has the delivery capacity to meet and exceed DESC's requirements.
R6.2.9	The System shall utilize GIS street and address layers as the basis for the geographic targeting database and visual interface.	M	Y	S	The CodeRED mapping interface allows for importing of shapefiles into the system on-the-fly or in advance for easy access when needed. These shapefiles may be uploaded directly into the interface by DESC or the CodeRED Client Support Team is available to assist. DESC can also pre-create geographic notification areas and save them for future use.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: AAB

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.3.1	The System shall have the ability to customize the outgoing telephone number for each message (i.e., caller ID).	O	Y	S	The CodeRED solution provides the ability to use a custom ANI (caller ID). It is possible for each PSAP to have their own custom ANI, if needed.
<b>MESSAGES</b>					
R6.3.2	The System must indicate whether the call recipient has received the notification message.	P	Y	S	The CodeRED solution provides real-time statistical details, including delivery information.
R6.3.3	The System must include the capability of storing any number of preconfigured messages for any number of scenarios.	P	Y	S	The CodeRED solution allows the ability to pre-create an unlimited number of scenarios for future use. Additionally, the components of a scenario, such as audience and/or message. These may also be saved for future use. DESCcan create a library of pre-created scenarios to save crucial time during a crisis.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.3.4	The System must include the ability to send messages via a mobile app based on the current location of the device.	P	Y	S	<p>The CodeRED solution uniquely offers two mobile apps. The CodeRED Mobile Alert app is available for the public as a free download to receive alerts nationwide. It is not required for residents who wish to receive alerts, but does provide a way to reach visitors and those who may choose not to register for notifications.</p> <p>The CodeRED Mobile Launcher app is available to DESC as an additional method for authorized users to launch notifications when not near a desktop or laptop. This is especially helpful for first responders who may be on the scene of an incident and need to launch a notification when an emergency arises. Both apps are free downloads available</p>
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State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *ASB*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					for Android, IOS and Windows devices.
R6.3.5	Authorized users must be able to record messages via voice (preferably via phone, or Internet) and Text-to-Speech.	P	Y	S	The CodeRED solution allows live recordings via Interactive Voice Response (IVR), importing of .wav files, and recording directly through the CodeRED Launcher App. Messages may also be pre-created and accessed for modification before launching the notification.
R6.3.6	Email notifications must be able to include attachments.	P	Y	S	The CodeRED solution allows attachments to be included with notifications. A wide range of attachments are accepted, including Word documents, JPEGs and PDFs. The real-time statistical data indicate delivery status of

State of NH Contract 2018-100  
 Exhibit H – Requirements – Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					emails.
<b>DELIVERY CONFIRMATION</b>					
R6.3.7	The solution must deliver both email and printed reports of notification calling activity.	P	Y	S	<p>The standard report generator provides the ability to review recent activity at-a-glance or to drill down for specific notification details.</p> <p>Reports may be exported into a standard Excel format for printing or storage outside of the CodeRED solution. Statistical data is available for the life of the contract and is not purged unless DESC requests. DESC administrators may be given access to the Advanced Report Generator with additional search features and options, including sub-organizations and their users.</p>

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: AS

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.3.8	Audit trail reports must be automatically received at the end of each notification.	P	Y	S	<p>The standard report generator provides the ability to review recent activity at-a-glance or to drill down for specific notification details.</p> <p>Reports may be exported into a standard Excel format for printing or storage outside of the CodeRED solution. Statistical data is available for the life of the contract and is not purged unless DESC requests.</p> <p>DESC administrators may be given access to the Advanced Report Generator with additional search features and options, including sub-organizations and their users.</p>
<b>REPORTS</b>					


State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: ASB

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.3.9	The System must include a set of standard reports.	M	Y	S	DESC will continue to have real-time reporting from the time of launch, or anytime following the launch. Overview statistics are available, as well as a breakdown of the various message delivery components. Reports may be exported into a CSV file for further manipulation or distribution.
R6.4.1	Reports of completed activations must be retained within the System indefinitely, with the ability to archive reports as needed.	P	Y	S	The CodeRED solution provides launch notification reports directly within the user interface. Several reports are available including a graphical overview and a detailed Call Summary report. Reports may be exported into a CSV file, if needed. Notification reports remain available for the life of the contact and are not deleted unless requested by DESC.

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R6.4.2	The System must provide the ability to email, export, and print reports.	P	Y	S	The CodeRED solution reports may be exported into a .csv file that can be saved as PDF or HTML if needed.
R6.4.3	The System must provide report formats that are searchable and easy to read.	P	Y	S	<p>The CodeRED solution provides an easy-to-navigate user interface that includes a statistics dashboard for authorized DESC message initiators and administrators to search and view notification data as needed.</p> <p>Additionally, the data may be queried by various fields or using filters. The standard report generator provides the ability to review recent activity at-a-glance or to drill down for specific notification details.</p> <p>Reports may be exported into a standard Excel format for printing or storage outside of the CodeRED solution. Statistical data is available for the life of the contract and is not</p>


State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 



STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS


					<p>purged unless DESC requests. DESC administrators may be given access to the Advanced Report Generator with additional search features and options, including sub-organizations and their users.</p>
R6.4.4	<p>The System must be able to send different reports to multiple people at different intervals and/or at the completion of a notification event, without human intervention.</p>	P	N	C	<p>This feature is not currently available within the CodeRED solution. However, reports are readily available in the user interface for any authorized users. Any report may be exported and emailed as needed.</p>

**SECURITY & TECHNOLOGY**

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SECURITY &amp; TECHNOLOGY</b>					
R7.1	The System must provide a secure means for remote activation.	M	Y	S	The CodeRED Mobile Launcher app provides authorized users (message initiators) the ability to launch existing, pre-created scenarios or to build scenarios on the fly for geographic and/or internal notifications. Statistics are available for review within the CodeRED launcher app as well. The CodeRED Mobile Launcher App is a free download for Android, Apple and Windows devices.
R7.2	The System must provide for separate levels of user security.	M	Y	S	The CodeRED solution uses role-based security via a passcode-driven system. Authorized users can limit access to system functionality and assign passcodes with rules allowing the ability to generate messages and alerts.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R7.3	The System must require user name and password combination to log-in.	M	Y	S	The CodeRED solution uses role-based security via a passcode driven system. Authorized users must have a user name and password to gain access to the user interface.
R7.4	The System must provide for the configuring of each municipality with segregated data, maps and notification templates. With multiple jurisdictional use of the System, each entity shall only have the ability to access its own jurisdictional data. Jurisdictions shall be defined by GIS polygons.	M	Y	S	The CodeRED solution utilizes ESRI mapping and is capable of accepting database and shapefiles.
R7.5	The System shall have the ability to run self-diagnostic reliability tests, including SIP trunk availability, GIS database integrity, and provide a report listing the PASS or FAIL status of each tested segment.	M	Y	S	As a SaaS solution, all systems are hosted by OnSolve and persistently monitored by our Network Operations Center (NOC) 24/7/365. Procedures are in place for any operational alerts that may impact clients. However, due to the triple-redundant natures of the CodeRED solution, OnSolve provides 99.99% availability for the past 10 years with virtually no impact to our clients.
VENDOR HOSTED SOLUTION					

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R7.6	Have you included provisions for State data to be transferred at the end of the contract? Have you specified the format?	M	Y	<p>OnSolve takes recipient data privacy very seriously. DESC will retain access to any client-supplied data. Any data collected on the Community Notification Enrollment form is subject to the data privacy terms that specify citizens' data is kept private and will not be released to anyone, including DESC.</p> <p>Other options regarding public records and access to recipient data are available based upon contractual agreements between DESC and OnSolve, and this can be discussed further as needed. Such data collected can be retained based on stipulations within the contract. No data collected is ever sold or released to any third-party unless compelled by a court of law.</p>
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State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *ABS*

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

R7.7	Have you specified data center requirements?	M	Y	<p>The CodeRED solution is a high-availability, cloud-based Software as a Service (SaaS) solution available 24/7/365 and fully hosted by OnSolve. The system is housed in triple-redundant, private data centers geographically dispersed in each of the three major U.S. power grids - Atlanta, Dallas and Las Vegas. In addition, backup capacity is located at other OnSolve locations. Regular backups are performed to secondary storage media for even greater recoverability.</p> <p>Our 24/7/365 Network Operations Center (NOC) is tasked with persistent monitoring of the operational status of the infrastructure and system performance. NOC personnel handle system alerts that might indicate a problem has been detected and are trained to notify client service agents</p>
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State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 


STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
 SAAS CONTRACT 2018-100  
 SAAS EXHIBIT H  
 REQUIREMENTS

					immediately to relay any events that effect active services.
R7.8	Have you made any changes to the requirements for hosted solutions? If yes, please provide details?	M	Y		No
R7.9	Have you identified how SoNH staff access the hosted environment?	M	Y		Yes
R7.1 0	Have you specified up time metrics for hosted applications? These should be (at a minimum) 99.9% (43 minutes outage a month outside the maintenance window)?	M	Y		OnSolve's 99.99% availability reflects the system's performance over the last 10 years with virtually no impact to our clients.

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: *ASB*

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**  
**NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**  
**SAAS CONTRACT 2018-100**  
**SAAS EXHIBIT H**  
**REQUIREMENTS**

R7.1 1	If data is breached, is it clear that the vendor is liable for all costs associated with the breach?	M	Y		The CodeRED solution's Network Operations Center (NOC) is tasked with persistent monitoring of all system alerts. To date, OnSolve has never experienced a breach of the system. However, there are procedures in place to mitigate this scenario and would fully involve DESC if you were to be impacted through resolution.
R7.1 2	Have you defined a strategy for determining hardware Infrastructure for disaster recovery?	M	Y		Yes

State of NH Contract 2018-100  
 Exhibit H - Requirements - Part 3  
 Date: 12/7/18  
 Contractor's Initials: 

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM

SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT I  
WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 5 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

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

## 1. ASSUMPTIONS

### 1.1 General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the rWork Plan agreed upon by the parties.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### 1.2. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.


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State of NH Contract 2018-100

Exhibit I – Work Plan – Part 3

Date: 12/7/18

Contractor's Initials



Page 80 of 93



STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM

SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT I  
WORK PLAN

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

**1.3. Project Schedule**

- Deployment is planned to begin on <DATE> with a planned go-live date of <DATE>.

**1.4. Reporting**

- The Contractor shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

**1.5. User Training**

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

**1.6. Performance and Security Testing**

- The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. Contractor Team Roles and Responsibilities**

**1) Contractor Team Project Executive**

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

**2) Contractor Team Project Manager**

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM

SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT I  
WORK PLAN

- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) **Contractor Team Analysis**

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) **Contractor Team Tasks**

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and

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**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM**

**SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT I  
WORK PLAN**

- System Integration Testing.

**B. State Roles and Responsibilities**

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

**1) State Project Manager**

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

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

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

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;

*ASB*

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM

SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT I  
WORK PLAN

- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3) **State Technical Lead and Architect**

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

4) **State Testing Administrator**

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

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

**3. SOFTWARE APPLICATION**

*Detail what software is required for the Contractor to perform the activities of the Contract.*

**4. PRELIMINARY WORK PLAN**

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract which can be revised as necessary upon written mutual agreement of the parties.

Table 7.1: High Level Preliminary NH Project Plan

STATE OF NEW HAMPSHIRE  
 DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
 NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM

SAAS CONTRACT 2018-100  
 PART 3 - EXHIBIT I  
 WORK PLAN

Develop Training and Implementation Plan with DESC's Project Manager		
Activities	Time Line	Responsible Party
<b>TASK 1.0: Conduct Project Start-Up Activities</b>		
1.1 Letter of Intent	Day 1	DESC
1.2 OnSolve Portal Customer Set-UP	Day 1	OnSolve
1.3 CRM Customer Set-Up	Day 1	OnSolve
1.4 Dedicated Customer Support Team Assigned	Day 1	OnSolve
1.5 Send Contact Info to Customer Support Team	Day 1	DESC
<b>TASK 2.0: Establish CodeRED System For DESC</b>		
2.1 Project Plan Established	Day 3	OnSolve
2.2 Set User Accounts	Day 3	OnSolve
2.3 Set-Up Customer Group Notification Enrollment Pages	Day 3	OnSolve
2.4 Assist with Migrating DESC Supplied Data	Day 4	OnSolve
2.5 Verify Contact Information in Data	Day 4	OnSolve
<b>TASK 3.0: Training</b>		
3.1 Schedule Training Sessions for users	Day 5	DESC/ OnSolve
3.2 Complete Training	Day 6	OnSolve
3.3 Local Telephone Network Load Testing	Day 6	DESC/ OnSolve
3.4 Schedule On-Going Training Opportunities	On-Going	DESC/ OnSolve
3.5 New Features Training	On-Going	DESC/ OnSolve
3.6 Monthly Training	On-Going	DESC/ OnSolve
System Customization (Optional)	On-Going	

State of NH Contract 2018-100

Exhibit I - Work Plan - Part 3

Date: 12/7/18

Contractor's Initials *ASB*

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT J  
SOFTWARE AGREEMENT

1. LICENSE GRANT

OnSolve's -Service Order Exhibit J, Attachment 1 and Attachment 2 are hereby incorporated by reference as fully set forth herein.

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State of NH Contract 2018-100  
Exhibit J - Software Agreement - Part 3  
Date: 12/7/18  
Contractor's initials: 

Page 86 of 93

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT K  
WARRANTY & WARRANTY SERVICE

**1. WARRANTIES**

**1.1 System**

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

**1.2 Software**

The Contractor warrants that the Software, 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, the State's remedy, and the Contractor's entire liability, shall be:

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

**1.3 Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

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

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT K  
WARRANTY & WARRANTY SERVICE

1.6 Services

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

**2. WARRANTY PERIOD**

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect indefinitely.



STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100 PART 3  
EXHIBIT L  
TRAINING SERVICES

The Contractor shall provide the following Training Services.

1. TRAINING

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

1.1. Delivery Method -Instructor-Led Class Training

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

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

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

2. Key User Training Approach Activities

a) Identify State End Users

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

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

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

User Category 3--Specialty Users: Specialty Users include functional and technical analysts. Specialty Users may attend the same online training sessions as Power Users, receive training directly from Power Users, or access system FAQs, video

**STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100 PART 3  
EXHIBIT L  
TRAINING SERVICES**

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

**3) Develop Training Curriculum**

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

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT M  
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

DESC RFP 2018 Emergency Notification System is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT N  
VENDOR PROPOSAL, BY REFERENCE

OnSolve's Proposal to DESC RFP 2018-100 Emergency Notification System dated October 12, 2018 is hereby incorporated by reference as fully set forth herein.

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State of NH Contract 2018-100  
Exhibit N – Vendor Proposal, by Reference – Part 3

Date: 12/7/18  
Contractor's Initials




STATE OF NEW HAMPSHIRE  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS  
NEW HAMPSHIRE EMERGENCY NOTIFICATION SYSTEM  
SAAS CONTRACT 2018-100  
PART 3 - EXHIBIT O  
CERTIFICATES AND ATTACHMENTS

Attached are:

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

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State of NH Contract 2018-100  
Exhibit O - Certificate and Attachments - Part 3  
Date: 12/7/18  
Contractor's initials 

Page 93 of 93

# State of New Hampshire

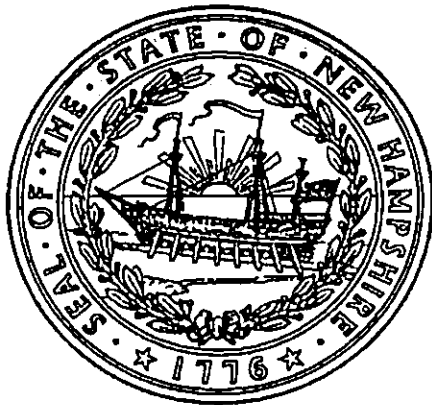
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ONSOLVE, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 26, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 698248

Certificate Number: 0004220051



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of December A.D. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

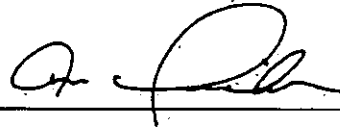
I, Ann Pickren, of ONSOLVE, LLC, do hereby certify that:

1. I am the duly elected President of ONSOLVE, LLC;
2. I hereby certify the following is a true copy of a ONSOLVE, LLC., vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 26, 2018, at which a quorum of the Directors/Shareholders were present and voting.

Voted: That, Amanda Bowman is hereby authorized on behalf of ONSOLVE, LLC., to enter into contracts or agreements with the State of New Hampshire and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Amanda Bowman is the duly elected Assistant Secretary of the corporation.


3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of December 7, 2018.

DATED: 12/7/2018 ATTEST: Ann Pickren/President (Name and Title).

  
\_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2018 by Cameron GAHAFFER.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_



**WRITTEN CONSENT OF  
THE MANAGER OF ONSOLVE, LLC**

The undersigned, being the Manager (the "Manager") of ONSOLVE, LLC, a Delaware limited liability company (the "Company"), hereby takes the following action for the Company pursuant to section 3.1(b) of the Limited Liability Company Agreement of the Company:

**WHEREAS**, Mr. Dominic Bongo currently serves as the Executive Vice President of Finance, Assistant Secretary and Assistant Treasurer of the Company;

**WHEREAS**, Dominic Bongo has resigned as the Executive Vice President of Finance, Assistant Secretary and Assistant Treasurer of the Company;

**NOW, THEREFORE BE IT:**

**RESOLVED**, that Mr. Dominic Bongo is hereby removed from Executive Vice President of Finance, Assistant Secretary and Assistant Treasurer of the Company; and

**FURTHER RESOLVED**, that Ms. Leanne Siegfried and Ms. Amanda Bowman be appointed as Assistant Secretaries of the Company; and

**FURTHER RESOLVED**, that any of the President, Chief Executive Officer, Chief Financial Officer, Vice President, Treasurer, Secretary, President of Enterprise Solutions, Assistant Secretary, and Chief Sales Officer of the Company, and any other Officers appointed by the Manager under the Limited Liability Company Agreement (collectively, the "Authorized Officers") are each hereby authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver such documents or otherwise to take, or cause to be taken, all actions (including, without limitation, compliance with any requirements of, or obtaining any order, approval or certificate of, or from, any federal, state, local or foreign government or any office, agency or entity thereof and the payment of expenses and taxes) as such Authorized Officer may deem necessary, appropriate or advisable to carry out the purpose and intent of these resolutions; and

**FURTHER RESOLVED**, that in addition to the specific authorizations set forth in the foregoing resolutions, the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take or cause to be taken any and all such further actions, to execute and deliver or cause to be executed and delivered all such other documents, certificates, instruments and agreements, to make such filings, in the name and on behalf of the Company, to incur and pay any or all such amounts, fees and expenses and to engage in any or all such acts as they shall in their judgment determine to be necessary, appropriate or advisable to carry out fully the intent and purposes of the foregoing resolutions, and the execution by any of the Authorized Officers of any such documents, certificates, instruments or agreements or the payment of any such amounts, fees and expenses or the doing by any of them of any act in connection with the foregoing matters shall be conclusive evidence of their authority therefor in the approval of the documents, certificates, instruments and agreements so executed, the amounts, fees and expense so paid, the filings so made and the actions are taken; and



**FURTHER RESOLVED**, that any and all actions heretofore taken by the Company or an officer of the Company in connection with any matter referred to in any of the foregoing resolutions are hereby adopted, approved, ratified and confirmed in all respects as the acts and deeds of the Company as fully as if such actions had been presented to the undersigned for its approval prior to such actions having been taken.

**DATED** as of January 26th, 2018.

IN WITNESS WHEREOF, the undersigned, being the Manager of the Company, has executed this Written Consent as of the date first above written.

**ONSOLVE INTERMEDIATE HOLDING  
COMPANY, a Delaware corporation**

By: Wain Kellum  
D. Wain Kellum, President



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/08/2018

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 8662837122      FAX (A/C No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> VCECN Holding Corp. ECN Holding Company ONSOLVE Intermediate Holding Company, Inc ONSOLVE, LLC 780 W. Granada Blvd., Suite 200 Ormond Beach FL 32174 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Federal Insurance Company		20281
	INSURER B: Illinois National Insurance Co		23817
	INSURER C: Everest National Insurance Co		10120
	INSURER D:		
	INSURER E:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570073510260      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36044525	10/03/2018	10/03/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded: \$1,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll Ded: \$1,000			7359-54-09	10/03/2018	10/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XC5CU00003181 SIR applies per policy terms & conditions	10/03/2018	10/03/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	1871763456	10/03/2018	10/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Cyber Liability			023065616 Claims Made SIR applies per policy terms & conditions	10/03/2018	10/03/2019	Spec Prof Liability \$5,000,000 Cyber Extortion \$50,000

Certificate No : 570073510260

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 E&O liability is provided for within the Specialty Professional Liability  
 Named Insured also includes: MIR3, Inc., Message Centric, LLC, First Call Network, Inc., and SWN Communications Inc.  
 Certificate Holder Only

**CERTIFICATE HOLDER**      **CANCELLATION**

State of New Hampshire Department of Safety Attn: John J. Barthelmes 33 Hazen Drive Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc</i>
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