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

Denis Goulet
 Commissioner

May 18, 2016

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Executive Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a **sole source** contract with the Center for Internet Security (Vendor #272302), East Greenbush, NY in the amount of \$28,174.00 for two years of cyber security monitoring services effective June 1, 2016 or the date of Governor and Council approval, whichever is later, through June 30, 2018.

Funds are available in the following account for SFY 2016. **100% Other (Agency Class 27 Funds: the agency Class 27 used by the agencies to reimburse DoIT for this contract is estimated to be 39.2% General and 60.8% Other).**

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME- AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC			
2016	01-03-03-030010-77030000 - DoIT- IT Consultants 046-500465	03030151	\$28,174.00	\$28,174.00
	Total			\$28,174.00

EXPLANATION

This is a **sole source** contract because the Multi-State Information Sharing and Analysis Center (MS-ISAC), part of the Center for Internet Security, is identified by the U.S. Department of Homeland Security (DHS) as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, tribal and territorial governments. The MS-ISAC 24x7 cybersecurity operations center provides real-time network monitoring across state, local, territorial and tribal governments to help safeguard digital assets. Their monitoring results in a comprehensive awareness of the cyber threat landscape, enhanced intelligence and situational awareness across government entities, which enables more effective and timely identification of cyber threats.

The State of NH has been an active MS-ISAC member for over ten years, leveraging the membership benefits which include: cyber threat advisories, security webcasts, monthly newsletters,

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
May 18, 2016
Page 2

incident response resources, cyber alert level status, forensics capabilities and collaboration opportunities with other state governments. NH also benefits from an on-site device that monitors the State's Internet traffic identifying potential security events that warrant further analysis and remediation actions. This fee-based monitoring service, provided through an agreement with Symantec (an industry leader provider of managed security services), extends the services of the MS-ISAC by providing 24x7 monitoring of the State's core Intrusion Prevention System (IPS). The MS-ISAC is uniquely qualified to provide these additional monitoring services in an efficient and cost-effective manner.

The Center for Internet Security (CIS) is a nonprofit organization focused on enhancing the cyber security readiness and response of public and private sector entities. CIS operates the Multi-State Information Sharing and Analysis Center (MS-ISAC), which is designated by the U.S. Department of Homeland Security as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, tribal, and territorial (SLTT) governments.

Through its state-of-the-art 24/7/365 Cyber Security Operations Center, CIS serves as a central resource for situational awareness and incident response for SLTT governments, and offers a number of strategic cyber security services to assist in detecting, protecting, responding to and recovering from cyber threats.

This agreement will provide the State with CIS 24/7/365 security device monitoring that includes vital manual security event analysis and notification. This comprehensive monitoring is the key to minimizing the potential business impact of increasingly sophisticated and targeted attacks by reducing the time it takes to detect, assess and respond to security incidents. This procurement is specifically for monitoring the State's core Intrusion Prevention System (IPS) for two years.

Failure to procure these services will result in increased exposure and delayed response to security threats targeted at State government networks.

The Department of Information Technology respectfully requests approval of this request.

Respectfully submitted,



Denis Goulet

DG/mh
Contract 2016-101
RID 18073

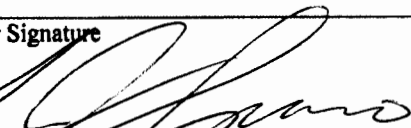
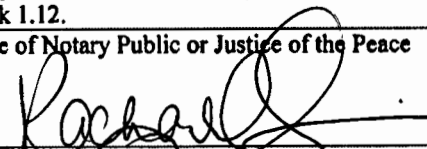
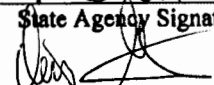
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive	
1.3 Contractor Name Center for Internet Security		1.4 Contractor Address 31 Tech Valley Drive, East Greenbush, NY 12061-4134	
1.5 Contractor Phone Number 518-266-3476	1.6 Account Number 010-003-7703-046-0465	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$28,174.00
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number 603-223-5701	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steve Spano President and Chief Operating Officer	
1.13 Acknowledgement: State of <u>New York</u> County of <u>Rensselaer</u> On <u>May 2, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		RACHAEL SMIGELSKI Notary Public, State of New York No. 01SM6161257 Qualified in Schenectady County Commission Expires Feb. 20, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Rachael Smigelski			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO	
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: <u>Jeanne M. Legendre</u> On: <u>5/17/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

Date

[Signature]
5/2/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
EXHIBIT A Statement of Work**

INTRODUCTION

This Agreement is between the New Hampshire Department of Information Technology ("DoIT" or "STATE") and the Center for Internet Security ("CIS" or "Payee") having its place of business at 31 Tech Valley Drive, East Greenbush, NY 12061-4134.

RECITALS

The STATE wishes to enter into an agreement to procure twenty-four hours a day, seven days per week (24/7) Security Operations Center (SOC), and certain fee-based Cyber Security Services) as defined herein) to States, Local Governments, tribal nations and United States territories ("SLTTS") and DoIT desires to procure such Cyber Security Services, subject to the terms and conditions set forth herein.

CIS, through its Multi-State Information Sharing and Analysis Center (MS-ISAC) has been recognized by the United States Department of Homeland Security as the governmental ISAC and as a key Cyber Security resource for all fifty states, local governments, tribal nations and United States territories (SLTTS).

Therefore, in consideration of the foregoing recitals and the mutual covenants set forth below, New Hampshire and CIS now agree as follows:

1. Agreement Documents

This Agreement is comprised of the following documents:

- a) State Terms and Conditions contained in the Form P-37
- b) Exhibit A – Statement of Work
- c) Exhibit B – Payment Schedule
- d) Exhibit C – Special Provisions
- e) Attachment A- Additional CIS Agreement

2. Order of Precedence

Except as otherwise specified in Exhibit C of this Agreement, in the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a) The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1.
- b) State of New Hampshire, Department of Information Technology Agreement 2016-101 which includes all exhibits outlined above.

3. Agreement Term (End of maintenance term)

The contract shall take effect after the NH State Governor and Council's approval. It shall remain effective for two years from the date of the service deployment. The service deployment

Exhibit A
Initial all pages
Vendor Initials



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
EXHIBIT A Statement of Work**

should start within a month after the Governor and Council's approval or the date that both parties agree but no less than two months after Governor and Council's approval.

4. Products and Services

CIS shall provide the State the following device monitoring services (collectively, the "Device Monitoring Services") twenty-four hours a day, seven days per week (24/7) via CIS's Security Operations Center (SOC). The products and services are

- a. CIS – MSS Advanced Security Monitoring Service Network IDS or IPS – 24 X 7 X 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.
- b. CIS – MSS Security Monitoring Initiation Service Per Block or Device.

5. Responsibilities

5.1 CIS responsibilities

CIS will provide the following as part of the Cyber Security Services ("CSS"), as specified below:

A. For all Device Monitoring Services, CIS will provide the following:

- 1. 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the CSS.
- 2. Analysis of logs from monitored security devices for attacks and malicious traffic.
- 3. Analysis of security events.
- 4. Correlation of security data/logs/events with information from other sources.
- 5. Notification of security events per the Escalation Procedures provided by State.

B. For Netflow/IDS Monitoring and Analysis Services, CIS will provide the following:

- 1. Batch Queries: CIS will process batch queries of Netflow data upon State request, with a limit of 10 queries per month. CIS maintains flow records for a period of six (6) months.

5.2 State Responsibilities

A. State acknowledges and agrees that CIS's ability to perform the Device Monitoring Services purchased or provided by CIS for the benefit of State is subject to State fulfilling certain responsibilities listed below. State acknowledges and agrees that neither CIS nor any third party provider shall have any responsibility whatsoever to perform or to continue to perform Device Monitoring Services in the event State fails to meet its responsibilities described below.

Exhibit A
Initial all pages
Vendor Initials



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
EXHIBIT A Statement of Work**

B. For purposes of this Agreement, State acknowledges and agrees that only those security devices supported by CIS fall within the scope of this Agreement. State will ensure the correct functioning of devices except where State selects Managed Security Services in which CIS manages the device(s).

C. State shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at State's expense.

D. State shall provide the following to CIS prior to the commencement of Device Monitoring Services and at any time during the Term of the Agreement if the information changes:

1. Current network diagrams to facilitate analysis of security events on the portion(s) of State's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
2. Reasonable assistance to CIS, including, but not limited to, providing all technical and license information related to the Service(s) reasonably requested by CIS, to enable CIS to perform the Service(s) for the benefit of State;
3. Supply onsite hardware, virtual machines or software that is necessary in providing Device Monitoring Services. State also agrees onsite hardware, virtual machines and software will meet specifications set forth by CIS and/or its third party providers.
4. Maintenance of all required hardware, virtual machines, or software necessary for the log collection platform located at State's site, and enabling access to such hardware, virtual machines, or software as necessary for CIS to provide services;
5. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information;
6. Completed Pre-Installation Questionnaires (PIQ). The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Cyber Device Monitoring Services;
7. A completed Escalation Procedure Form including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC)
8. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

E. During the Term of this Agreement, State shall provide the following with respect to any Device Monitoring Services:

Exhibit A
Initial all pages
Vendor Initials



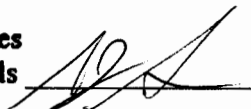
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
EXHIBIT A Statement of Work**

1. Written notification to CIS SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Cyber Device Monitoring Services;
 2. Written notification to CIS SOC (SOC@cisecurity.org) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide the service;
 3. A revised Escalation Procedure Form must be submitted when there is a change in status for any POC.
 4. Sole responsibility for maintaining current maintenance and technical support contracts with State's software and hardware vendors for any device subject to Device Monitoring Services that has not been supplied by CIS;
 5. Active involvement with CIS SOC to resolve any tickets requiring State input or action; and
 6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.
6. Point of Contact

State: Leslie William, CISO
State of NH
Department of Information Technology
27 Hazen Drive, Concord, NH 03301
Leslie.williams@doit.nh.gov
603-223-5752

CIS: Mark Perry, Program Executive
Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134
Mark.perry@cisecurity.org
(518)880-0699

Exhibit A
Initial all pages
Vendor Initials



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
EXHIBIT B – Payment Schedule**

1. DELIVERABLE PAYMENT SCHEDULE

All charges by Center for Internet Security (CIS) under this Contract shall be at a fixed price in accordance with the schedules set forth in Table 1 below. Notwithstanding any other provision of this Contract, in no event shall the total payment made by the state exceed \$28,174.00.

2. FIXED PRICE PAYMENT SCHEDULE

Table 1 – Product and Service Prices

Product	Qty	24 Month
CIS - MSS Advanced Security Monitoring Service Network IDS or IPS	1	\$26,904.00
CIS - MSS Security Monitoring Initiation Service Per Block or Device	1	\$1,270.00
Total		\$28,174.00

3. PAYMENTS ADDRESS

All payments shall be sent to the following address:

Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134

4. INVOICING

The State shall pay CIS within thirty (30) calendar days of the State's receipt of a correct and undisputed invoice.

The invoice will be sent to
Bureau of Finance and Administration
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Exhibit B
Initial all pages:
Vendor Initials



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
EXHIBIT C – Special Provision**

1. Insurance and Bond

Section 14 of the General Provisions Form P-37 relating to insurance and bond requirements, part 14.1.1 reads:

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;

is hereby amended to read:

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per occurrence and \$1,000,000 aggregate;


2. Data/Access/Confidentiality/Preservation.

Section 9.1 of the General Provisions Form P-37 relating to data/access/confidentiality/preservation requirements, part 9.1 is hereby amended to add the following sentence to the end of part 9.1:

Notwithstanding the foregoing, the definition of "data" shall not include the following:

- a. the IP address for any malicious or attacking IP address identified in the course of the performance of this Agreement; and
- b. any report, analysis, email alert or other publication or disclosure of data in any other form referencing or containing information related to an incident identified in the course of the performance of this Agreement, provided that any such reference is sufficiently anonymized to not identify the State or any of its officers or employees.

Exhibit C
Initial all pages
Vendor Initials



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
Attachment**

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO
DEVICE MONITORING SERVICES**

Additional Terms and Conditions from Third Party Provider Applicable to Managed Security Services

A. State acknowledges and agrees that as part of providing Managed Security Services, CIS has contracted with the third party provider, Symantec. State further acknowledges and agrees that in return for receipt of Managed Security Services, it agrees to the following terms and conditions as an end user of Symantec services under this Agreement ("End User"):

1. Information about End Users. When providing to End User through this Agreement, Symantec may become aware of information such as business contact names, business telephone numbers, and business e-mail addresses. End user acknowledges that Symantec is a global organization, and such information may be accessible on a global basis by Symantec affiliates, by Symantec partners and subcontractors.

2. Confidentiality. As an End User of Symantec services, the Entity may receive or obtain knowledge of Symantec trade secrets and confidential and proprietary information ("Confidential Information"), which shall include, but not be limited to information related to the Authorized Services, software (both object and source code), Symantec software or hardware products ("Product"), documentation, State information, business data, techniques, intellectual property, technology, ideas, documentation, know-how, methodologies and processes and any materials or documentation related thereto, including any financial data or pricing. All Confidential information shall remain the sole property of Symantec and the Entity, its employees and agents shall have no interest in or right to such Confidential Information. Entity agrees that all Confidential Information of Symantec will be held in confidence and protected from unauthorized use, access, or disclosure in the same manner as Entity protects its own Confidential Information, and with no less than reasonable care. Entity will not use any Confidential Information for any purpose other than in connection with the services provided by CIS and/or Symantec under this Agreement without the express written consent of Symantec, and will disclose the Confidential Information of Symantec only to those employees who have a need to know such Confidential Information, and who are under a duty of confidentiality no less restrictive than the Entity's duty hereunder. The provisions of this section shall not apply to any information or materials: (i) which are in or enter the public domain at the time of disclosure to the Entity; (ii) which was legally in the possession of, or known by, the Entity prior to obtaining it in connection with services provided under this Agreement; (iii) which are rightfully disclosed to the Entity by another person not in violation of the proprietary or other rights of Symantec, or any other person or entity; (iv) which are independently developed by the Entity, or (v) is required to be disclosed by law, provided that the Entity shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. The terms and conditions of this section shall survive the expiration and any termination of this Agreement.

Exhibit D
Initial all pages
Vendor Initials



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
MS-ISAC MULTI STATE INFORMATION SHARING & ANALYSIS
AGREEMENT 2016-101
Attachment**

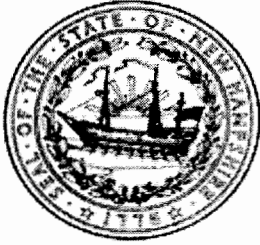
3. **Intellectual Property Rights.** Symantec and its licensors and vendors retain all title, copyright, and other proprietary rights in the Authorized Services, and any improvements, enhancements, modifications, and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Entity's rights to use the Authorized Services shall be limited to those expressly granted in the Agreement with CIS.

4. **Warranties.** Symantec's sole warranties related to the services provided in connection with this Agreement as a third party provider to CIS are as follows. The services will be performed in a good and workmanlike manner and in accordance with generally accepted industry standards. To the maximum extent permitted by applicable law Symantec expressly disclaims all other warranties, including any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, and statutory or other warranties of non-infringement of intellectual property rights with respect to the activities contemplated in Entity's agreement with CIS. Symantec does not warrant that the services shall meet Entity's requirements or that use of the services shall be uninterrupted or error free.

5. **Limitation of Liability.** To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails its essential purpose, in no event shall Symantec or its suppliers or vendors be liable to CIS, end user (Entity), or any other third party, whether in contract, tort or otherwise for: 1) costs of procurement of substitute or replacement goods or services, lost business profits or revenue or lost or corrupted data, loss of production, loss of contracts, loss of goodwill, or anticipated savings or wasted management and staff time; or ii) any incidental, indirect, special or consequential damages, losses, expenses or costs of any kind; even if advised of the possibility and whether arising directly or indirectly out of the Agreement or use of the authorized services or the performance, defective performance, non-performance or delayed performance by Symantec of any of its obligations under or in connection with the Agreement.

Exhibit D
Initial all pages
Vendor Initials





State of New Hampshire

Department of State



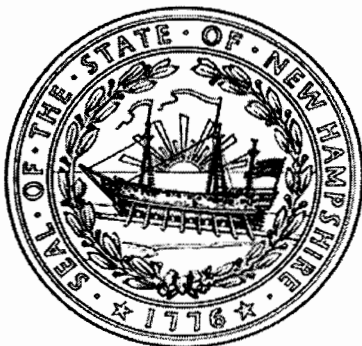
CERTIFICATE OF AUTHORITY OF

CENTER FOR INTERNET SECURITY, INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of CENTER FOR INTERNET SECURITY, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to CENTER FOR INTERNET SECURITY, INC. to transact business in this State under the name of CENTER FOR INTERNET SECURITY, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID: 741320



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of March, 2016 A.D.

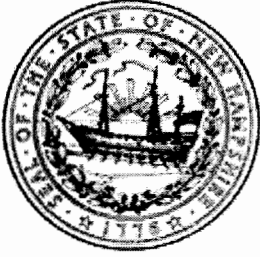
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

Phone: (603)271-3246 | **Fax:** (603)271-3247 | **Email:** corporate@sos.nh.gov | **Website:** sos.nh.gov



State of New Hampshire

Department of State



Accepted Date: 4/1/2016
Business Name: CENTER FOR INTERNET SECURITY, INC.
Principal Office Address: 31 TECH VALLEY DRIVE, East Greenbush, NY, 12061, USA

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: 741320
Tracking#: 3283284
Effective Date: 03/31/2016
Payment Transaction #: 97252

To maintain your business registration in good standing, you must maintain a Registered Agent at all times. You must also file an annual report no later than April 1st of each year. To file your annual report please go to <http://www.sos.nh.gov/corporate/annualreport/>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you. There is no charge for address changes.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below. Please reference your Business ID in your communication.

Thank you.
New Hampshire Department of State
Corporation Division

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Deirdre M. O'Callaghan, Secretary of the
(Corporation Representative Name) (Corporation Representative Title)

Center for Internet Security, Inc. do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Secretary of the
(Corporation Representative Title)

Center for Internet Security, Inc. a Maryland corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

26th day of April, 2016, which meeting was duly held in accordance with

Maryland law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Cybersecurity services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Steven Spano President Name

N/A Vice President Name

Jack Arthur Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary
(Title)

of the Corporation and have affixed its corporate seal this 2nd day of May, 2016.

[Signature]
(Title)

(Seal)

STATE OF New York

COUNTY OF Rensselaer

On this the 2nd day of May, 2016, before me, Rachael Smigelski the undersigned officer, personally appeared Deirdre M. O'Callaghan who acknowledge her/himself to be the

Secretary, of Center for Internet Security, Inc., a corporation, and that she/he, as (Title) (Name of Corporation)

such Secretary being authorized to do so, executed the foregoing instrument for the (Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Deirdre M. O'Callaghan

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

My Commission expires: 2/20/2019

RACHAEL SMIGELSKI
Notary Public, State of New York
No. 01SM6161257
Qualified in Schenectady County
Commission Expires Feb. 20, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger	CONTACT NAME: Shawn T. Berger PHONE (A/C, No, Ext): 518-465-3591 E-MAIL ADDRESS: sberger@austin-co.com	FAX (A/C, No): 518-465-3968
	INSURER(S) AFFORDING COVERAGE	
INSURED Center For Internet Security Al Szesnat 31 Tech Valley Drive East Greenbush, NY 12061	INSURER A : Chubb Group of Insurance Cos.	NAIC # 12777
	INSURER B : Hartford Insurance Group	29424
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		3588-66-87 ECE	01/01/2016	01/01/2017	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 - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7357-37-49	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7987-34-90	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	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/A	01WECEU1541	01/01/2016	01/01/2017	<input 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

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

Per Policy Terms, Conditions & Exclusions. The State of New Hampshire, Department of Information Technology is included as an Additional Insured on the General Liability policy, but only with respect to the ongoing operations of the Named Insured, if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301	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
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