



**State of New Hampshire**

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

**RICHARD C. BAILEY, JR.**  
 ASSISTANT COMMISSIONER

**ROBERT L. QUINN**  
 COMMISSIONER

**EDDIE EDWARDS**  
 ASSISTANT COMMISSIONER

November 28, 2022

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

**REQUESTED ACTION**

Authorize the Department of Safety (DOS), Division of State Police (NHSP), to enter into contract with Qualtrax, Inc., (VC#225887 R002), Blacksburg, VA in the amount of \$54,787.00 for a Hosted Compliance Management Solution for the NHSP Forensic Laboratory with the option to extend for an additional two-year period effective upon Governor and Council approval through June 30, 2027, 81% General Funds 19% Highway Funds.

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

02-23-23-234015-82410000 –Dept. of Safety – Div of State Police – Toxicology Lab  
 103-502664 – Contracts for Operational Services

<u>SFY 2023</u>	<u>SFY 2024</u>	<u>SFY 2025</u>	<u>SFY 2026</u>	<u>SFY 2027</u>
\$10,319.00	\$10,629.00	\$10,948.00	\$11,276.00	\$11,615.00
				TOTAL \$54,787.00

**EXPLANATION**

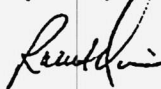
This contract provides hosted compliance software for the NH State Police Forensic Laboratory (NHSPFL) to support compliance management activities and documentation. This contract will migrate current user accounts, documents, records and all associated data and metadata from the NHSP Forensic Laboratory’s existing on premise Qualtrax Compliance Management System to the Qualtrax Hosted Compliance Management Solution, and provide ongoing maintenance, and support services. Compliance management is critical to maintaining accreditation through ANAB to ISO/IEC 17025:2017 standards for Forensics Science Testing and Calibration Laboratories.

The NH State Police Forensic Laboratory (NHSPFL) provides forensics laboratory services for over 220 municipal police departments, nine state law enforcement agencies including the State Police, ten county sheriff departments, numerous city and town fire departments, and, on occasion, federal law enforcement agencies conducting criminal investigations in the state. . The services offered by the NHSPFL include firearms/tool marks, pattern evidence, biology, digital evidence, fire debris, controlled drug, toxicology and breath alcohol testing.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
November 28, 2022  
Page 2 of 2

The Division of State Police released a Request for Proposal (RFP DOS-2022-101). The RFP was advertised on the Purchase and Property website from January 4, 2022 with a closing date of March 9, 2022. Qualtrax, Inc. was the only responding vendor.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert L. Quinn".

Robert L. Quinn,  
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/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

June 22, 2022

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Qualtrax, Inc., of Blacksburg, VA, as described below and referenced as DoIT No. 2022-101.

The purpose of this contract with Qualtrax, Inc. is to procure a Hosted Compliance Management Solution that supports NHSP Forensic Laboratory's compliance management activities, stores the NHSP Forensic Laboratory's user data, and provides a repository for NHSPFL compliance management documentation.

The amount of the contract is not to exceed \$54,787.00 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2027.

A copy of this letter will accompany the DoIT's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA  
DoIT #2022-101  
cc: Ronald Reed, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

Department of Safety  
Hosted Compliance Management Solution  
DOS 2022-101 | DoIT 2022-101

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**TABLE OF CONTENTS**

---

**Contents**

FORM NUMBER P-37 (version 12/11/2019).....	4
EXHIBIT A - SPECIAL PROVISIONS .....	9
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES .....	15
1. STATEMENT OF WORK.....	15
2. PROJECT STAFF .....	16
2.1 PROJECT MANAGEMENT.....	16
2.2 Key Contractor Project Staff .....	16
2.2.1. The Contractor’s Contract Manager .....	16
2.2.2. The Contractor’s Project Manager .....	16
2.2.3. Change of Project Manager .....	17
2.2.4. The Contractors Additional Key Project Staff.....	17
2.2.5. Termination for Lack of Project Management and Key Project Staff.....	18
2.3 State Project Team.....	18
2.3.1. The State Contract Manager.....	18
2.3.2. The State Project Manager.....	18
2.3.3. The State’s Subject Matter Expert(s) (SME).....	19
3. WORK PLAN.....	19
3.1 PROPOSED WORK PLAN DELIVERABLES.....	20
3.2 DELIVERABLE REVIEW AND ACCEPTANCE .....	21
3.2.1. Non-Software and Written Deliverables Review and Acceptance .....	21
3.2.2. Software Deliverables Review and Acceptance.....	22
3.2.3. Number of Deliverables .....	22
4. TESTING REQUIREMENTS .....	22
4.1 Test Planning and Preparation .....	23
4.2 Testing.....	23
5. APPLICATION SECURITY .....	31
6. SOURCE CODE ESCROW .....	31
7. BUSINESS / TECHNICAL REQUIREMENTS .....	31
8. CHANGE ORDER.....	32
9. IMPLEMENTATION SERVICES .....	32
10. CONTRACT WARRANTIES AND REPRESENTATIONS.....	32



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**TABLE OF CONTENTS**

11. DATA PROTECTION.....	33
12. SOFTWARE AGREEMENT.....	35
13. ADMINISTRATIVE SERVICES.....	35
14. TRAINING.....	35
15. MERCHANT CARD SERVICES.....	36
16. TERMS AND DEFINITIONS.....	36
17. CONTRACTOR’S CERTIFICATES.....	36
EXHIBIT C – PRICE AND PAYMENT SCHEDULE.....	37
1. CONTRACT PRICE.....	37
2. TRAVEL EXPENSES.....	37
3. SHIPPING FEES.....	37
4. INVOICING.....	37
5. INVOICE ADDRESS.....	37
6. PAYMENT ADDRESS.....	37
7. OVERPAYMENTS TO THE CONTRACTOR.....	38
8. CREDITS.....	38
9. PROJECT HOLDBACK.....	38
10. PAYMENT SCHEDULE.....	38
EXHIBIT D – SOFTWARE LICENSE AGREEMENT.....	40
EXHIBIT E – ADMINISTRATIVE SERVICES.....	42
1. DISPUTE RESOLUTION.....	42
2. ACCESS AND COOPERATION.....	42
3. RECORD RETENTION.....	42
4. ACCOUNTING.....	43
5. AUDIT.....	43
6. MISCELLANEOUS WORK REQUIREMENTS.....	43
EXHIBIT F – TERMS AND DEFINITIONS.....	45
EXHIBIT G – ATTACHMENTS AND CONTRACTOR DOCUMENTS AND CERTIFICATES.....	52
1. ATTACHMENTS.....	52
2. CONTRACTOR DOCUMENTS AND CERTIFICATES.....	52

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

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

**AGREEMENT**  
 The State of New Hampshire and the Contractor hereby mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Safety		<b>1.2 State Agency Address</b> 33 Hazen Drive, Concord, NH 03305	
<b>1.3 Contractor Name</b> Qualtrax, Inc.		<b>1.4 Contractor Address</b> 105 East Roanoke Street Blacksburg, Virginia 24060	
<b>1.5 Contractor Phone Number</b> (800) 755-1875	<b>1.6 Account Number</b> AU 82410000-103-502664	<b>1.7 Completion Date</b> June 30, 2027	<b>1.8 Price Limitation</b> \$54,787.00
<b>1.9 Contracting Officer for State Agency</b> Cassandra Thibeault		<b>1.10 State Agency Telephone Number</b> 603-223-8437	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 1/11/2022		<b>1.12 Name and Title of Contractor Signatory</b> <del>Noah Walstrom, General Counsel</del> Steve Thompson, Group General Counsel	
<b>1.13 State Agency Signature</b>  Date: 11/29/22		<b>1.14 Name and Title of State Agency Signatory</b> Steven R. Lavoie, Director of Administration	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 12/7/22			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> _____			
G&C Item number: _____		G&C Meeting Date: _____	

Page 4 of 52  
 Contractor Initials: ST  
 Date: 1/11/2022

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

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

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

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall

be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

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

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

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

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

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



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

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

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

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

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

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

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

interpretation, construction or meaning of the provisions of this Agreement.

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

**EXHIBIT A - SPECIAL PROVISIONS**

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

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

**3.3** The Term may be extended up to Two (2) years(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2027 under the same terms and conditions, subject to approval of the Governor and Executive Council.

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

**5.5** The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2, or in the event of a claim or action, not to exceed the limitations per State of New Hampshire General Provisions – P37, Section 13. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the Parties be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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

**8.4** Contractor may terminate upon thirty (30) days’ written notice of a material breach by the State, if such breach is not cured within such thirty (30) day period.

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

**9. TERMINATION**

**9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with 90 days’ advanced written notice, terminate the Agreement for any reason, in whole or in part. Upon the date of termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. However, refunds for any subscription fees paid in advance by the State will not be supported by the Contractor. The Contractor shall not

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.2 Termination Procedure**

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

**9.2.2** After receipt of a notice of termination, under section 8 or section 9.1, or prior to any expiration of the Contract, and except as otherwise directed by the State, Contractor shall perform the following termination procedures and services at no cost to the State:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Until the effective date of termination, take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until 30 days after the effective date of termination;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Facilitate an orderly return of all State data by providing the State with access to the Contractor's system as necessary to allow data extraction by the State, including all associated database metadata, up to the effective date of termination;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, 30 days after the effective date of termination. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State upon request; and
- h. Provide written Certification to the State, at the State's Request that Contractor has surrendered to the State all said property, and after 30 days, has erased all State data.

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



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

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

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

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

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

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

**10.6** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

**10.7** Contractor Confidential Information. Confidential and proprietary information belonging to Contractor is specified in Section 8(a) of the Qualtrax License and Subscription Agreement. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.3** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**A.7 Provision 13, Indemnification, is updated with the following addition:**

The cumulative maximum liability of each party arising out of or relating to this agreement for any cause whatsoever, regardless of the form of any claim or action, whether based in contract, tort or any other legal theory shall not exceed the aggregate license or subscription fees paid by the State to Contractor for Contractor's system during the previous twelve (12) months.

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

**25. FORCE MAJEURE**

**25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**26. EXHIBITS/ATTACHMENTS**

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

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

**27. NON-EXCLUSIVE CONTRACT**

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

**28. GOVERNMENT APPROVALS**

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

**29. ORDER OF PRECEDENCE**

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

- i. State of New Hampshire, Department of Safety Contract Agreement DOS 2022-101 | DoIT 2022-101.
- ii. State of New Hampshire, Department of Safety, DOS-2022-101 Hosted Compliance Management Solution RFP.
- iii. Contractor Proposal Response to Department of Safety, DOS-2022-101 Hosted Compliance Management Solution RFP
- iv. Additional Contractor Provided Documents (see Exhibit G)

**30. WORK FOR HIRE**

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

**31. WARRANTY**

**31.1 WARRANTY PERIOD**

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

**31.2 WARRANTIES**

**PROFESSIONAL SERVICES**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

**PERSONNEL**

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

**31.3 WARRANTY DISCLAIMER**

Contractor expressly disclaims all other warranties, whether express or implied, oral or written, with respect to its system, including without limitation, all implied warranties of merchantability or fitness for a particular purpose or arising from a course of dealing, usage, or trade practice.

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

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

**33. INTELLECTUAL PROPERTY**

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

The Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under the Contract.

**34. IT REQUIRED WORK PROCEDURES**

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

*Remainder of this page intentionally left blank*



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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

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

**1. STATEMENT OF WORK**

The Contractor shall deliver a Hosted Compliance Management Solution that supports NHSPFL's compliance management activities, stores NHSPFL user data and provides a repository for NHSPFL compliance management documentation.

The Hosted Compliance Management Solution shall support feature/functionality including, but not limited to, document control, process/workflow management, and forensic accreditation management with associated audit trails. The Hosted Compliance Management Solution shall support customizable employee training and testing modules, as well as provide the ability to customize and generate reports related to all pertinent application features. The Hosted Compliance Management Solution must also support the NHSPFL's ability to control administrative capabilities such as creating new accounts, creating and maintaining user logins and passwords, setting group and user permissions, as well as creating and generating email notifications related to compliance management activities.

The Hosted Compliance Management Solution shall provide the ability to associate various forensic accreditation standards and requirements to NHSPFL records in the repository to allow reporting and gap analysis for accreditation assessment activities. Specific requirements include, but are not limited to, ISO/IEC 17025:2017 general requirements for the competence of testing and calibration laboratories, the associated ANAB AR 3125 Forensic Testing and Calibration Laboratories Accreditation Requirements, and the FBI's Quality Assurance Standards for DNA Databasing and Forensic DNA Testing Laboratories.

The Hosted Compliance Management Solution shall be integrated with the existing NHSPFL website via a URL that enables navigation to an authorized folder within the Hosted Compliance Management Solution where approved public facing documentation will reside.

The Hosted Management Service shall provide the ability for authorized customers to securely view and download NHSPFL individual and packaged documentation authorized for release. Customers may include but are not limited to law enforcement officials, attorneys, government officials and accrediting body staff and assessors. Customer requests for information include but are not limited to those associated with discovery requests and accreditation activities.

Currently, NHSPFL licenses and maintains Qualtrax On-Premise Solution version 2019.2.0.1 which supports approximately 50 personnel and includes approximately 20,000 documents and records. This number could grow at a rate of approximately 1000 - 2000 documents and records per year. The Contractor shall migrate the current user accounts, documents/records and all associated data and metadata from the NHSPFL's existing Qualtrax on premise compliance software solution to the Hosted Compliance Management Solution and provide ongoing maintenance and support services.



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**2. PROJECT STAFF**

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.

**2.1 PROJECT MANAGEMENT**

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

**2.2 Key Contractor Project Staff**

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

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

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

**2.2.1. The Contractor’s Contract Manager**

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

Curt Waskey  
Head of Finance  
+1 (540) 260-9961  
curt.waskey@ideagen.com

**2.2.2. The Contractor’s Project Manager**

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

Sara Smith



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

+44 11587576824  
Sara.smith@ideagen.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Seven (7) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**2.2.3. Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written justification including replacement plans and estimated start date and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld.

The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

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

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

Bill Montgomery  
Customer Success Manager  
Bill.Montgomery@ideagen.com  
+1 (540) 260-9961

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor may not replace the Key Project Staff without providing the State written justification including replacement plans and estimated start date and obtaining the prior approval of the State of the replacement Key Project Staff. State approvals for replacement of Key Project Personnel shall not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

DS  
ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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

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

**2.3 State Project Team**

**2.3.1. The State Contract Manager**

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

Cassandra Thibeault  
+1 603-223-8437  
Cassandra.J.Thibeault@dos.nh.gov

**2.3.2. The State Project Manager**

The State Project Manager will be responsible for working with the Department of Safety, Division of Administration staff, State IT Manager, and the Contractor to ensure appropriate execution of the contract. The State Project Manager will be primary point of contact for the Contractor and business user and will interact with the Contractor to address question or concerns encountered by users as they arise.

The State's Project Manager is:

Lise Swacha  
+1 (603) 223-3854  
Lise.A.Swacha@dos.nh.gov

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

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

The State Project Manager will be responsible for working with the Department of Safety, Division of Administration staff, State IT Manager, and the Contractor to ensure appropriate execution of the contract. The State Project Manager will be primary point of contact for the Contractor and business user and will interact with the Contractor to address question or concerns encountered by users as they arise.

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**2.3.3. The State’s 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;
- 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. WORK PLAN**

The Contractor’s Project Manager and the State Project manager shall finalize the Work Plan within Seven (7) days of the Effective Date and further refine the tasks required to implement the Project. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, and any task dependencies. Section B-5.1 lists the proposed deliverables that shall be considered and agreed upon by the State. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

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 updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Contractor from liability to the State for any damages resulting from the Contractor’s failure to perform its obligations under the Contract, including performance in accordance with the Schedule, subject to the limitations per State of New Hampshire General Provisions – P37, Section 13.

In the event of a delay in the Schedule, the Contractor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Contractor or 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 affect the Project.

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

In the event the Contractor requires additional time 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 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.

Upon 90 days’ written notice to the Contractor, 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.

**3.1 PROPOSED WORK PLAN DELIVERABLES**

<b>Table B-3.1: Proposed Work Plan Deliverables</b>			
<b>DELIVERABLES</b>			
	<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>		<b>DELIVERABLE TYPE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting		Non-Software
2	Work Plan		Written
3	Project Status Reports		Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements		Written
5	Security Plan		Written
6	Communications and Change Management Plan		Written
7	Requirements and Traceability Matrix		Written
8	Software Configuration Plan		Written
9	Systems Interface Plan and Design/Capability		Written
10	Testing Plan		Written
11	Data Conversion Plan and Design		Written
12	Deployment Plan		Written
13	Comprehensive Training Plan and Curriculum		Written
14	End User Support Plan		Written
15	Business Continuity Plan		Written
16	Documentation of Operational Procedures		Written
<b>INSTALLATION</b>			
17	Provide Software Licenses if needed		Written
18	Provide Fully Tested Data Conversion Software		Software



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES**

19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
<b>TESTING</b>		
20	Conduct Integration Testing	Non-Software
21	Conduct User Acceptance Testing	Non-Software
22	Perform Production Tests	Non-Software
23	Test In-Bound and Out-Bound Interfaces	Software
24	Conduct System Performance (Load/Stress) Testing	Non-Software
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
<b>SYSTEM DEPLOYMENT</b>		
26	Converted Data Loaded into Production Environment	Software
27	Provide Tools for Backup and Recovery of all Applications and Data	Software
28	Conduct Training	Non-Software
29	Cutover to New Software	Non-Software
30	Provide Documentation	Written
31	Execute Security Plan	Non-Software
<b>OPERATIONS</b>		
32	Ongoing Hosting Support	Non-Software
33	Ongoing Support & Maintenance	Software
33	Conduct Project Exit Meeting	Non-Software

**3.2 DELIVERABLE REVIEW AND ACCEPTANCE**

The Contractor shall provide the State with Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State’s Acceptance. Upon its submission of a Deliverable, the Contractor shall represent that it has performed its obligations under the Contract associated with the Deliverable.

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.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

**3.2.1. Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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

**3.2.2. Software Deliverables Review and Acceptance**

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

**3.2.3. Number of Deliverables**

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

**4. TESTING REQUIREMENTS**

The Contractor shall ensure all testing and acceptance described in this section shall apply to testing the Hosted Compliance Management Solution. This shall include planning, test scenario development, Data and System preparation for testing, and execution of Unit Testing, System Integration Testing, conversion/migration testing, installation testing, performance, and stress testing, security review and testing, and support of the State during User Acceptance Testing (UAT). See Section 4.2 for a description of the State's standard test methodology.

The State requires that an integrated and coherent approach to complete all testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Contractor is to include a proposed Test Plan methodology and any scheduling assumptions used regarding the State resource efforts required during testing.

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

After Contract award, the Contractor shall be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable).

In addition, the Contractor will 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 will also provide training as necessary to the State staff responsible for test activities.

**4.1 Test Planning and Preparation**

The Contractor shall supply an overall Test Plan to guide all testing. The Contractor provided, State approved, Test Plan shall 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. The State will define the test cases with assistance from Contractor and the Contractor shall be responsible for developing the scenarios and all administration (tracking) of test results.

It is crucial that user training and testing activities not be abbreviated in order to meet Project Implementation schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Any State testing will commence upon the Contractor Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

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 Hosted Compliance Management Solution is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

**4.2 Testing**

Testing begins upon completion of the Hosted Compliance Management Solution configuration as required and user training according to the Work Plan. Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology described in Table B-6.2. State Recommended Testing Methodology. Testing ends upon issuance of a letter of User Acceptance Testing (UAT) acceptance by the State.

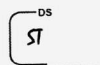
**Table B-4.2 State Standard Testing Methodology**



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**

**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

<b>Unit Testing</b>	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
<b>System Integration Testing</b>	<ul style="list-style-type: none"> <li>a. Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</li> <li>b. Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</li> <li>c. The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Contractor supplied Hosted Compliance Management Solution.</li> </ul>
<b>Conversion /Migration Validation Testing</b>	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.</p>
<b>Installation Testing</b>	<p>Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.</p>
<b>Day in the Life Testing</b>	<p>Day in the Life testing is a verification process performed in a copy of the production environment. The Day in the Life Test verifies system functionality and process flow based on real life user interactions with the system from process initiation through final reporting of process results. The test cases are derived from actual interactions that users have in the normal course of business.</p>
<b>User Acceptance Testing (UAT)</b>	<p>The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System</p>



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**

**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<p>functionality against predefined acceptance criteria that support the successful execution of approved business processes.</p> <ul style="list-style-type: none"> <li>a. The Contractor must certify in writing, that the Contractor’s own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</li> <li>b. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results.</li> <li>c. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.</li> </ul> <p>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.</p>
<p><b>Performance and Stress Testing</b></p>	<p>The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.</p> <p>The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.</p> <p>Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.</p> <p>Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.</p> <p>Contractor must lead the performance testing and tuning effort. Contractor responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.</p> <p><b><u>Test types</u></b></p>

OS  
 ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<p>Performance testing shall use two different types of tests to determine the stability of the application, baseline tests and load tests.</p> <p><b><u>Baseline Tests:</u></b> Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.</p> <p><b><u>Load Tests:</u></b> Load Tests shall determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.</p> <p><b><u>Tuning</u></b></p> <p>Tuning shall occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.</p> <p>For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.</p> <p><b><u>Implementing Performance and Stress Test</u></b></p> <p>Performance and Stress Test tools must be provided by the Contractor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the Contractor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.</p> <p><b><u>Scheduling Performance and Stress Testing</u></b></p> <p>Contractor shall conduct performance and stress test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information</p>
--	---

DS  
ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<p>will become the foundation for scripting so that tests closely represent what loads in production will look like.</p> <p>Contractor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.</p> <p>Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.</p> <p>Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests shall be run in close proximity to our infrastructure to eliminate the public network from our environment.</p> <p>Post test reporting and result assessment shall be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.</p> <p>If defects are identified in the application during testing, they shall be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines shall be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a graphical user interface, the focus shall be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester shall attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester shall identify peak load conditions at which the program shall fail to handle required processing loads within required time spans.</p>
--	---

DS  
ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<p>During performance testing the tester shall design test case scenarios to determine if the system meets the stated performance criteria. The tester shall determine the capacity of the system under a known set of conditions.</p>
<p><b>Regression Testing</b></p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor shall be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <ol style="list-style-type: none"> <li>a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</li> <li>b. The Contractor shall notify the State no later than five (5) business days from the Contractor’s receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</li> <li>c. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:             <ol style="list-style-type: none"> <li>1. Validate that the change/update has been properly incorporated into the program; and</li> <li>2. Validate that there has been no unintended change to the other portions of the program.</li> </ol> </li> <li>d. The Contractor shall be expected to:             <ol style="list-style-type: none"> <li>1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;</li> <li>2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and</li> <li>3. Manage the entire cyclic process.</li> </ol> </li> <li>e. The Contractor shall be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.</li> </ol>

DS  
 ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<p>In designing and conducting such Regression Testing, the Contractor shall be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Contractor shall be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p> <p>In their Proposals, Contractors must acknowledge their responsibilities for regression testing as described in this section.</p>																						
<p><b>Security Review and Testing</b></p>	<p>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 and Authentication and non-repudiation.</p> <p>All components of the Software shall be Reviewed and tested to ensure they protect the State’s hardware and Software and its related Data assets.</p> <table border="1" data-bbox="547 915 1403 1770"> <thead> <tr> <th data-bbox="547 915 841 953"><b>Service Component</b></th> <th data-bbox="841 915 1403 953"><b>Defines the set of capabilities that:</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="547 953 841 1094">Identification and Authentication</td> <td data-bbox="841 953 1403 1094">Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.</td> </tr> <tr> <td data-bbox="547 1094 841 1163">Access Control</td> <td data-bbox="841 1094 1403 1163">Supports the management of permissions for logging onto a computer or network.</td> </tr> <tr> <td data-bbox="547 1163 841 1232">Encryption</td> <td data-bbox="841 1163 1403 1232">Supports the encoding of Data for security purposes</td> </tr> <tr> <td data-bbox="547 1232 841 1302">Intrusion Detection</td> <td data-bbox="841 1232 1403 1302">Supports the detection of illegal entrance into a computer system.</td> </tr> <tr> <td data-bbox="547 1302 841 1371">Verification</td> <td data-bbox="841 1302 1403 1371">Supports the confirmation of authority to enter a computer system, application or network.</td> </tr> <tr> <td data-bbox="547 1371 841 1419">Digital Signature</td> <td data-bbox="841 1371 1403 1419">Guarantees the unaltered state of a file.</td> </tr> <tr> <td data-bbox="547 1419 841 1524">User Management</td> <td data-bbox="841 1419 1403 1524">Supports the administration of computer, application and network accounts within an organization.</td> </tr> <tr> <td data-bbox="547 1524 841 1629">Role/Privilege Management</td> <td data-bbox="841 1524 1403 1629">Supports the granting of abilities to users or groups of users of a computer, application or network.</td> </tr> <tr> <td data-bbox="547 1629 841 1703">Audit Trail Capture and Analysis</td> <td data-bbox="841 1629 1403 1703">Supports the identification and monitoring of activities within an application or system.</td> </tr> <tr> <td data-bbox="547 1703 841 1770">Input Validation</td> <td data-bbox="841 1703 1403 1770">Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection,</td> </tr> </tbody> </table>	<b>Service Component</b>	<b>Defines the set of capabilities that:</b>	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 overflow, cross-site scripting, SQL injection,
<b>Service Component</b>	<b>Defines the set of capabilities that:</b>																						
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 overflow, cross-site scripting, SQL injection,																						

DS  
 ST



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">                 and unauthorized access of files and/or directories on the server.             </div> <p>In their Proposal, the Contractors must acknowledge their responsibilities for security testing. 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 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and review.</p> <p>Prior to the System being moved into production, the Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).</p>
<p><b>Penetration Testing</b></p>	<p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>1. Implement a methodology for penetration testing that includes the following:                     <ol style="list-style-type: none"> <li>a. Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115);</li> <li>b. Includes coverage for the entire system perimeter and critical systems;</li> <li>c. Includes testing from both inside and outside the network;</li> <li>d. Includes testing to validate any segmentation and scope-reduction controls;</li> <li>e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in the Payment Card Industry (PCI) Data Security Standard (DSS), Requirement 6.5;</li> <li>f. Defines network-layer penetration tests to include components that support network functions as well as Operating Systems;</li> <li>g. Includes review and consideration of threats and vulnerabilities experienced in the last 12 months; and</li> <li>h. Specifies retention of penetration testing results and remediation activities results.</li> </ol> </li> <li>2. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</li> <li>3. Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as</li> </ol>



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**

**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

	<p>an operating system upgrade a sub-network added to the environment, or a web server added to the environment).</p> <p>4. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections</p> <p>5. If segmentation is used to isolate the system from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are Operational and effective, and isolate all out-of-scope systems from in-scope systems.</p>
--	---

**5. APPLICATION SECURITY**

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. This shall include but is not limited to:

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle;
- Perform a Code Review prior to release of the application to the State to move it into production. The code Review may be done in a manner mutually agreeable to the Contractor and the State. Copies of the final, remediated results shall be provided to the State for Review and audit purposes;
- Follow Change Control Procedures (CCP) relative to release of code;
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding; and
- Make available to the for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

**6. SOURCE CODE ESCROW**

Not Applicable

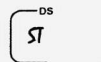
**7. BUSINESS / TECHNICAL REQUIREMENTS**

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

**7.1 Compliance Requirements**

The Contractor hereby represents and warrants that the Contractor has reviewed and is knowledgeable about, and experienced addressing:

- (i) ISO/IEC 17025:2017 general requirements for the competence of testing and calibration laboratories,





**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- (ii) the associated ANAB AR 3125 Forensic Testing and Calibration Laboratories Accreditation Requirements, and
- (iii) the FBI's Quality Assurance Standards for DNA Databasing and Forensic DNA Testing Laboratories.

The Hosted Compliance Management Solution shall enable the State to remain compliant with respect to the above listed compliance standards, any future updates, revisions, or replacements.

**8. CHANGE ORDER**

The State may make changes, revisions or request enhancements to the Scope of Work at any time by a written and agreed upon Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order request, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan. The Contractor shall be deemed to have rejected the Change Order request if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order request.

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

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

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

**9. IMPLEMENTATION SERVICES**

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

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

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

**10. CONTRACT WARRANTIES AND REPRESENTATIONS**

**10.1 RESERVED**

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**10.2** RESERVED

**10.3** RESERVED

**10.4 Services**

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

**10.5 Warranty Disclaimer**

Contractor expressly disclaims all other warranties, whether express or implied, oral or written, with respect to its system, including without limitation, all implied warranties of merchantability or fitness for a particular purpose or arising from a course of dealing, usage, or trade practice.

**11. DATA PROTECTION**

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**11.1 Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. Except for limited instances wherein

**STATE OF NEW HAMPSHIRE**

**Department of Safety**

**Hosted Compliance Management Solution**

**DOS 2022-101 | DoIT 2022-101**

**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

Qualtrax support staff located in the United Kingdom may facilitate obligations under this Agreement, all storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**11.2 Security Incident Or Data Breach**

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

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

**11.3 Breach Responsibilities**

- 11.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
  - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
  - b. promptly implement necessary remedial measures, if necessary; and

<sup>OS</sup>  
ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**

**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor’s breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
- a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract’s limitation of liability.

**12. SOFTWARE AGREEMENT**

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

**13. ADMINISTRATIVE SERVICES**

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

**14. TRAINING**

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

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

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

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT B – STATEMENT OF WORK**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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

**15. MERCHANT CARD SERVICES**

Not Applicable

**16. TERMS AND DEFINITIONS**

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

**17. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

---

**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

**1. 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 P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

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

**3. SHIPPING FEES**

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

**4. INVOICING**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

**5. INVOICE ADDRESS**

Invoices may be sent to:

Department of Safety  
Accountspayable@nh.dos.gov

**6. PAYMENT ADDRESS**

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



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

**7. OVERPAYMENTS TO THE CONTRACTOR**

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

**8. CREDITS**

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

**9. PROJECT HOLDBACK**

Not applicable.

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract.

**10.1.1. Hardware Pricing**

Not Applicable

**10.1.2. Software License Pricing**

Not Applicable

**10.1.3. Activities / Deliverables / Milestones Pricing**

Not Applicable

**10.1.4. Hosting Pricing**

<b>Table 10.1.4.</b>							
<b>Hosted Compliance Management Solution – Yearly Subscription Cost</b>						<b>Optional Extension</b>	
<b>Product Code</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
SOQLTR.CLOUD	10,319	10,629	10,948	11,276	11,615	11,963	12,322

**10.1.5. Other Cost Pricing**

Not Applicable

**10.1.6. Pricing Summary**

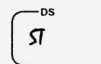


**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

<b>COST SUMMARY - Base Contract</b>		
<b>COST TABLE #</b>	<b>COST TYPE</b>	<b>TOTAL COST</b>
<b>1</b>	<b>Hosted Compliance Management Subscription Cost</b>	<b>\$54,787</b>
<b>Grand Total</b>		<b>\$54,787</b>

- 10.1.7. Contractor Staff, Resource Hours and Rates Worksheet**  
Not Applicable
- 10.1.8. Future Contractor Rates Worksheet**  
Not Applicable

*Remainder of this page intentionally left blank*



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

---

**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

1. License Grant

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software Documentation. Contractor shall provide the State with access to the Software's associated Documentation.

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

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

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted

Page 40 of 52

Contractor Initials: \_\_\_\_\_

Date: 1/11/2022



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

---

Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

Unless specified otherwise in this agreement,

- a. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, 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.

The remainder of this page is intentionally left blank

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

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

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

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	support@qualtrax.com	Lise Swacha Lise.A.Swacha@dos.nh.gov	5 Days
First	CJ Page cj.page@ideagen.com	Melisa Staples Melisa.W.Staples@dos.nh.gov	10 Days
Second	Bill Montgomery bill.montgomery@ideagen.com	Richard C. Bailey Jr. Richard C. Bailey@dos.nh.gov	10 Days

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

**2. ACCESS AND COOPERATION**

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

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT E – ADMINISTRATIVE SERVICES**

---

one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

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

**6.1.1. Computer Use**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT E – ADMINISTRATIVE SERVICES**

---

owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.1.2. Email Use**

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

**6.1.3. Internet/Intranet Use**

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

**6.2 State Website Copyright**

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

**6.3 Workplace Hours**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test	Tests performed to determine that no Defects exist in the application Software or the System.
Agreement	A Contract duly executed and legally binding.
Certification	The Contractor’s written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.  Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

DS  
 ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT F – TERMS AND DEFINITIONS**

Contract	An agreement between the State of New Hampshire and the identified Contractor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Conversion/Migration Validation Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.

DS  
 ST

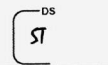
**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT F – TERMS AND DEFINITIONS**

Hosted Solution	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Contractor for consideration in response to a solicitation by the State.



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT F – TERMS AND DEFINITIONS**

Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.



**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT F – TERMS AND DEFINITIONS**

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Testing	Test activities that support the validation of the integration between the individual unit application components and verification that the new System meets defined interface requirements and supports execution of interfaces and required business processes.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Test Plan	A written document, integrated in the Work Plan, used to verify the new or modified code works to fulfill the requirements of the project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Unit Testing	Activity which tests an individual application component to verify that the inputs, outputs, and processing logic of the application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of code. If successful, subsequent integration testing should only reveal errors related to the integration between application components.





**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT F – TERMS AND DEFINITIONS**

User Acceptance Testing	<p>User Acceptance Testing verifies System functionality against predefined acceptance criteria that support the successful execution of approved business processes. The associated verification process is performed in a copy of the target production environment.</p> <ul style="list-style-type: none"> <li>a. The Contractor’s project manager must certify in writing, that the Contractor’s own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual test results prior to the start of any testing executed by State staff.</li> <li>b. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written confirmation of the Contractor’s completion of the prerequisite tests, prior to the State staff involvement in any testing activities.</li> <li>c. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan</li> </ul>
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables,

DS  
 ST

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**  
**EXHIBIT F – TERMS AND DEFINITIONS**

---

	critical events, task dependencies, and the resources that would lead and/or participate on each task.
--	--

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**Department of Safety**  
**Hosted Compliance Management Solution**  
**DOS 2022-101 | DoIT 2022-101**

**EXHIBIT G – ATTACHMENTS AND CONTRACTOR DOCUMENTS AND CERTIFICATES**

---

**EXHIBIT G – ATTACHMENTS AND CONTRACTOR DOCUMENTS AND CERTIFICATES**

**1. ATTACHMENTS**

- a. Exhibit B Business and Technical Requirements – Attachment 1
- b. Contractor Quote

**2. CONTRACTOR DOCUMENTS AND CERTIFICATES**

- a. Contractor's License and Subscription Agreement
- b. Contractor's Certificate of Good Standing
- c. Contractor's Certificate of Vote/Authority
- d. Contractor's Certificate of Insurance
- e. Contractor's Issue Response Plan

*Remainder of this page intentionally left blank*

# State of New Hampshire

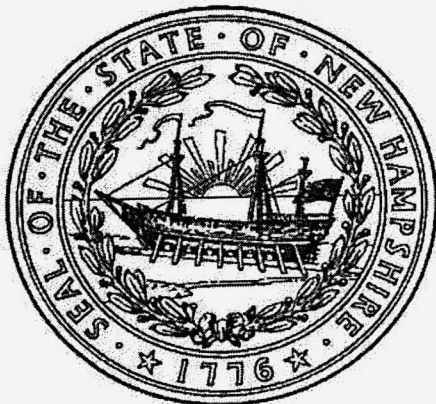
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that QUALTRAX, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 28, 2019. 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: 813773

Certificate Number: 0005892507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp that matches the Seal of the State of New Hampshire.

David M. Scanlan  
Secretary of State

DATED

-----

**POWER OF ATTORNEY**

This power of attorney is made on 28 **October 2022** by The Board of Directors of Ideagen Ltd, I Mere Way, Ruddington, Nottingham, NG11 6SJ, United Kingdom, acting on behalf of The Company and all its subsidiaries (The Company).

**1. APPOINTMENT AND POWERS**

The Company appoints Stephen Thompson (known as Steve Thompson) of 57 Trevor Road, West Bridgford, Nottingham NG2 6FT in his capacity as Group General Counsel and Company Secretary for Ideagen Ltd and his substitutes as the Company (and all its subsidiaries) attorney (**Attorney**) and in The Company's name or otherwise and on its behalf to:

- (a) consider, settle, approve, sign, execute, deliver and issue all agreements, documents, certificates and instruments (all whether as a deed or not) on behalf of Ideagen Ltd and its subsidiaries together with the power to delegate such authority when acting in the interests of The Company (**Transaction**)
- (b) take any steps or do anything which the Attorney in their absolute discretion considers desirable in connection with the implementation of the Transaction or the implementation or execution of the Document; and
- (c) appoint in writing one or more persons to act as a substitute attorney for The Company under this power of attorney and to exercise one or more of the powers conferred on the Attorney by this power of attorney other than the power to appoint a substitute attorney and revoke any such appointment without giving a reason.

**2. VALIDITY**

The Company declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

**3. INDEMNITY**

- 3.1 Subject always to clause 3.2, the Company undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses which they sustain or incur in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).
- 3.2 The indemnity in clause 3.1 shall not cover the Attorney if and to the extent a claim under it results from the wilful misconduct of the Attorney.

**4. GOVERNING LAW AND JURISDICTION**

This power of attorney and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this power of attorney or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Executed as a deed by Ideagen Ltd acting by Ben Dorks to sign on its behalf as a director of Ideagen Ltd

DocuSigned by:  
*Ben Dorks*  
912F220ACFCC491.....

Ben Dorks Date <sup>28/10/2022</sup>.....

Executed as a deed by Ideagen Ltd acting by Emma Hayes to sign on its behalf as a director of Ideagen Ltd

DocuSigned by:  
*Emma Hayes*  
22C1C1C297AD4BF.....

Emma Hayes Date <sup>28/10/2022</sup>.....

Ideagen Ltd

**Unanimous written consent of the Board of Directors in lieu of meeting  
Board Resolution to appoint Stephen Thompson as an authorised signatory**

The undersigned, being all the Directors of Ideagen Ltd, company number 02805019 (THE COMPANY), do hereby adopt the resolutions recorded below as the action of the Board of Directors of the Company (the "Board of Directors") with the same force and effect as if they had been duly adopted at a meeting of the Board of Directors of the Company duly called and held for such purpose.

**Purpose**

The Company desires to appoint Stephen Thompson as authorized signatory for The Company and all its subsidiaries together with authority to delegate such power when acting on behalf of The Company or its subsidiaries

**Resolutions**

We, being all the directors of Ideagen Ltd (the 'Board of Directors'), hereby consent to the adoption of the following resolution(s):

IT WAS AGREED AND RESOLVED,

1. That Stephen Thompson, (known as Steve Thompson) in his capacity as Group General Counsel and Company Secretary is hereby appointed as authorised signatory of The Company and all its subsidiaries or affiliates with effect from the date of signing this resolution, and
2. Such authorisation is to allow Stephen Thompson (known as Steve Thompson) to sign and execute all such contracts, papers and documents as is required for and on behalf of the Company, its subsidiaries or affiliates, and
3. That such authorisation may be delegated by Stephen Thompson when acting on behalf of The Company, and
4. That the Board nominates and authorises a Director to sign the power of attorney executed as a deed granting such power(s) attached to this resolution.

This resolution(s) may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

The Parties agree that this resolution, and any documents to be signed in connection herewith, may be electronically signed and the use by a Party of an Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of that Party's intention to be legally bound as if such signature had been written by hand.

Ben Dorks (CEO)

Date 28/10/2022

DocuSigned by:  
*Ben Dorks*  
(signed) 912F220ACFCC491...

Emma Hayes (CFO)

Date: 28/10/2022

DocuSigned by:  
*Emma Hayes*  
(Signed) 22C1C1C237AD4BF...



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2022

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> Brown Insurance 100 Hubbard Street Ste A Blacksburg VA 24060-5745		<b>CONTACT NAME:</b> Nancy Via <b>PHONE (A/C, No, Ext):</b> (540) 552-5331 <b>E-MAIL ADDRESS:</b> nvia@LLBrown.net <b>FAX (A/C, No):</b> (540) 552-3321	
<b>INSURED</b> Qualtrax, Inc PO Box 991 Blacksburg VA 24063		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : One Beacon INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		<b>NAIC #</b> 20621	

### COVERAGES

CERTIFICATE NUMBER: 2022-2023

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 OTHER:			711-01-65-43-0003	01/04/2022	01/04/2023	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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			711-01-65-43-0003	01/04/2022	01/04/2023	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			711-01-65-43-0003	01/04/2022	01/04/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability incl Cyber Liability			760-01-05-48-0003	01/04/2022	01/04/2023	each claim 3,000,000 aggregate 3,000,000

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

### CERTIFICATE HOLDER

New Hampshire State Police Forensic Laboratory  
33 Hazen Drive

Concord

NH 03305

### CANCELLATION

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



# CERTIFICATE OF LIABILITY INSURANCE

12BE

DATE (MM/DD/YYYY)  
08/18/2022

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 SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida
	<b>PHONE (A/C, No, Ext):</b> 833-506-1544
	<b>FAX (A/C, No):</b>
	<b>EMAIL ADDRESS:</b> work.comp@trinet.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Indemnity Insurance Company of North America
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**INSURED**  
 TriNet Group, Inc.  
 Ideagen, Inc.  
 1 Park Place, Suite 600  
 Dublin, CA 94568-7983

REVISION NUMBER:

CERTIFICATE NUMBER: 15565160

## COVERAGES

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ X PER STATUTE <input type="checkbox"/> OTH-ER
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR_C71180013	07/01/2022	07/01/2023	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers Compensation coverage is limited to worksite employees of Ideagen, Inc. through a co-employment agreement with TriNet HR III, Inc..

## CERTIFICATE HOLDER

Qualtrax  
 105 E Roanoke St  
 Blacksburg, VA 24060

## CANCELLATION

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

*Aon Risk Services South Inc*

© 1988-2015 ACORD CORPORATION. All rights reserved.