

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
25 CAPITOL STREET - ROOM 102  
CONCORD NEW HAMPSHIRE 03301-6398

DATE: SEPTEMBER 3, 2014

NOTICE OF CONTRACT

COMMODITY: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD COMPLIANCE  
CONSULTING SERVICES

CONTRACT#: 8001602

NIGP CODE: 920-0000

CONTRACTOR: COALFIRE SYSTEMS, INC. #221845  
361 CENTENNIAL PARKWAY, SUITE 150  
LOUISVILLE, CO 80027

CONTACT PERSON: Hassan Mahmoud  
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CONTRACT PERIOD: SEPTEMBER 01, 2014 THROUGH AUGUST 31, 2017

TERMS: NET 30 DAYS

ORDERING: SEE ATTACHED PAGES

PRICES AND ITEMS  
COVERED BY THIS  
CONTRACT: SEE ATTACHED PAGES

QUESTIONS: DIRECT ANY QUESTIONS TO ROBIN PARKHURST AT 603 271-7410

GENERAL REQUIREMENTS

Contractor shall provide audit and remediation services to meet ongoing Payment Card Industry Data Security Standard (PCI DSS) security requirements as established by the Payment Card Industry Security Standards Council (PCI SSC).

These services include, but are not limited to: audit work plan and schedule, preliminary report on compliance, final report on compliance, post assessment executive report and oral presentation, contractor authored documents and remediation services to ensure all agencies remain PCI DSS compliant. This Contract may be used by the State of New Hampshire agencies and institutions during the term of the Contract.

Services shall be consistent with all the terms and conditions set forth in this Contract.

Contractor shall be solely responsible for meeting all terms and conditions in this Contract.

SCOPE OF SERVICES

Contractor shall be certified by the PCI Security Standards Council for PCI DSS compliance services by Visa, MasterCard, American Express and Discover as a Qualified Security Assessor (QSA).

Contractor shall be required to continue to be PCI certified as required while performing PCI services for the State.

Services shall be provided as needed for Agency Merchants throughout the term of the Contract.

During the term of the Contract the State may add or delete locations as needed. Any location deleted during the term of the Contract will only be responsible for payment for services received up to that point.

During the term of the Contract locations may be added by requesting the Contractor to provide a quotation for that new location. Pricing quotations submitted for new locations shall be in line with the pricing structure in this Contract.

### **SCOPE OF SERVICES**

Pricing by agency is included in the Contract. Agencies that wish to begin to accept credit card payments will need to notify the Department of Administrative Services – Merchant Card Services in order to request a cost estimate related to PCI DSS.

### **INVOICING**

Department of Administrative Services (DAS) will pay the Coalfire invoices based upon the terms stated in the Contract. DAS in turn will invoice each agency covered under the contract for their portion of the audit as invoices are paid out.

**Exhibit B Pricing and Payment**

Invoicing - Payment shall be paid, via check or electronic payment, within thirty (30) days after receipt of a properly documented invoice. Payment shall be remitted to the address set forth in Section 1.4 of the Form P-37 unless otherwise directed by the Invoice.

The Contractor shall issue an invoice for its standard (non-remediation) PCI services during the year, according to the project milestone deliverables listed below.

**The Contractor shall be paid in five Installments based on Deliverables:**

<b>Deliverable</b>	<b>Description</b>	<b>Expected Due Date</b>	<b>% of Fee</b>
Work Plan & Schedule	For each year during the term of the Contract, the Contractor shall submit a detailed work plan according to the Specifications in Exhibit A	15 days after the effective date of the contract and mutually agreeable in subsequent year during the term of the Contract	10%  <b>\$4,575.00</b>
Preliminary Report on Compliance	For each year during the term of the Contract the Contractor shall submit a preliminary Report on Compliance according to the Specifications in Exhibit A	After initial PCI DSS assessment, Contractor will draft and present a preliminary Report on Compliance for the State. Along with this, the State will complete all necessary remediation steps to ensure PCI DSS Compliance. This will include remediation support services from the Contractor. This must be done 30 days prior to the Final Report on Compliance.	40%  <b>\$18,300.00</b>
Final Report on Compliance	Each year on August 11	After the Preliminary Report on Compliance and remediation steps are completed, the Contractor will re-evaluate to ensure that the State is PCI DSS Compliant. The Contractor will prepare and deliver the Final Report on Compliance and Attestation of Compliance to the State.	35%  <b>\$16,012.50</b>
Post Assessment Executive Report and Oral Presentation	For each year during the term of the Contract, the Contractor shall submit a Post Assessment Executive Report and will present this report according to specifications in Exhibit A.	This report should include but is not limited to: High level overall State PCI DSS Compliance, summary of strengths & weaknesses, summary of applied compensating controls that were put in place to address areas of non-compliance and recommend long term changes and summary of short and long term changes the State should consider to reduce overall PCI exposure and future costs.	10%  <b>\$4,575.00</b>
Contractor Authored Documents	For each year during the term of the Contract, the Contractor shall provide copies of the Contractor Authored Documents according to the specifications in Exhibit A.	A copy of all documentation created by the Contractor in the course of its services under this contract shall be provided to the State in hard and/or electronic copy.	5%  <b>\$2,287.50</b>

The Contractor shall be paid the follow amounts for PCI Services (non-remediation):

Ref#	Agency Processing Payment Cards	Cost Year 1	Cost Year 2	Cost Year 3	Agency Totals
1	Administration of the Courts	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
2	Agriculture Department, Markets and Food	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
3	HHS Office of Reimbursements	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
4	Corrections Department	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
5	Education Department	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
6	Environmental Services Department	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
7	Fish & Game Department	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
8	Joint Board of Licensure	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
9	Labor, Department of	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
10	Liquor Commission	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
11	Lottery Commission	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
12	Nursing, Board of	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
13	Pease Development Authority	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
14	Resources & Economic Development	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
15	Safety Department	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00
16	Secretary of State	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00
17	Transportation Department	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 6,750.00
	<b>Totals Per Year and Total Award</b>	\$ 45,750.00	\$ 45,750.00	\$ 45,750.00	\$ 137,250.00

**Optional Remediation Service Rates:** Invoices for remediation services shall be invoiced separately according to the hourly rate schedule set forth below. The State reserves the right to accept or decline remediation support services.

Services	Year 1		Year 2		Year 3	
	Hourly On-Site <sup>1</sup>	Hourly Off-Site	Hourly On-Site <sup>1</sup>	Hourly Off-Site	Hourly On-Site <sup>1</sup>	Hourly Off-Site
Remediation Support Services during annual PCI assessment	\$200	\$200	\$200	\$200	\$200	\$200
Remediation Support Services outside of annual PCI Assessment	\$200	\$200	\$200	\$200	\$200	\$200

<sup>1</sup>All travel and living expenses are included

In no event shall the total cost exceed the price limitation section 1.8 of the P-37 standard contract form.