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# New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500  
Headquarters: (603) 271-3421  
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964  
FAX (603) 271-1438  
E-mail: info@wildlife.nh.gov

Glenn Normandeau  
Executive Director

April 11, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a sole source contract with Sovereign Sportsman Solutions, LLC, (S3) Nashville Tennessee, vendor code #230940, in the amount of \$209,100 to develop and implement an online registration and Event Manager software system for Fish and Game's Education and Outreach programs effective upon Governor and Council approval through June 30, 2019. Funding is 100% Federal.

Funding for this contract is available in the Hunter Education account contingent upon availability and continued appropriations for State Fiscal Years 2016, 2017, 2018 and 2019 as follows:

03 75 75 751020 21210000-Public Info & Conservation Edu-Hunter Education Program

		<u>FY2016</u>	<u>FY2017</u>	<u>FY2018*</u>	<u>FY2019*</u>
20-07500-21210000-046-500464	Consultants	\$97,500	\$37,200	\$37,200	\$37,200
*Pending Budget Approval					

### EXPLANATION

The New Hampshire Fish and Game Department is expanding its online registration services to improve upon existing education programs and recruitment, retention and reactivation efforts. The new system will provide improved online registration and faster electronic services for accessing Hunter Education certification numbers. S3 is currently the NHFG licensing database and online licensing vendor. Sole Source is requested because as the licensing vendor they are the a sole source for creating the code and integration with the licensing database to offer these expanded services without compromising IT security or proprietary software.

The Office of Information Technology has approved this contract, DoIT No. 2016-012.

Respectfully submitted,

*for*

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division



**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*

April 4, 2016

Glenn Normandeau, Executive Director  
New Hampshire Fish and Game Department  
11 Hazen Drive  
Concord, NH 03301-6500

Dear Director Normandeau:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Sovereign Sportsman Solutions, LLC (S3), as described below and referenced as DoIT No. 2016-012.

The purpose of this contract is to provide an integrated online registration software system for education programs offered to the public and electronic services for accessing certification numbers online. The service will also deliver reporting options necessary for the department to design and provide public education and outreach programs based on what the public requests as they gain the necessary skills and knowledge for hunting and fishing in New Hampshire. The funding amount is \$209,100 and is effective upon Governor and Council Approval through June 30, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'DG' followed by a stylized flourish.

Denis Goulet

DG/mh  
Contract 2016-012

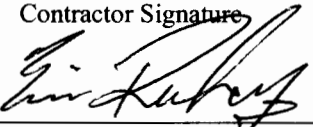


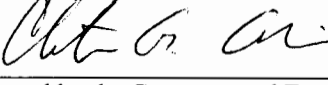
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Fish and Game		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Sovereign Sportsman Solutions, LLC		1.4 Contractor Address 120 31 <sup>st</sup> Avenue North Nashville, TN 37203	
1.5 Contractor Phone Number (615) 496-7555	1.6 Account Number 20-07500-21210000-046-500464	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$209,100
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-0458	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Richey: Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u>  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace   [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace TANYA L. HASKEEL, Notary Public My Commission Expires November 4, 2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director Date: <u>4/12/16</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>4/19/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Sovereign Sportsman Solutions, LLC, a(n) Wyoming limited liability company registered to do business in New Hampshire on March 1, 2013. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of April, A.D. 2016

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

William M. Gardner  
Secretary of State

# Sovereign Sportsman Solutions, LLC

120 31<sup>st</sup> Avenue North  
Nashville, TN 37203

## CERTIFICATE OF AUTHORITY / VOTE

(Limited Liability Company)

I, Eric Richey, hereby certify that:

1. I am the Sole Member / Manager of Sovereign Sportsman Solutions, LLC  
(Name of Limited Liability Company)
2. I hereby certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Sovereign Sportsman Solutions and that no corporate resolution, shareholder vote, or other document is necessary to grant me such authority.

[Signature]  
(Contract Signatory - Signature)

4/6/16  
(Date)

STATE OF: New Hampshire

COUNTY OF: Merrimack

On this the 6<sup>th</sup> day of April, 2016, before me Tanya L Haskell  
(Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Eric Richey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he / she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

[Signature]  
(Notary Public / Justice of the Peace - Signature)

Commission Expires: TANYA L. HASKELL, Notary Public  
My Commission Expires November 4, 2020 230940





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2016

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

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


<b>PRODUCER</b> BOLT Insurance Agency 10 Waterside Drive Suite 202 Farmington CT 06032		<b>CONTACT NAME:</b> Allison Brinkerhoff <b>PHONE (A/C, No, Ext):</b> (800) 216-4171 <b>E-MAIL ADDRESS:</b> support@boltinsurance.com <b>FAX (A/C, No):</b> (860) 777-2621	
<b>INSURED</b> Sovereign Sportsman Solutions, LLC 1055 CAITLIN TRL SMYRNA TN 37167		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Hartford	<b>NAIC #</b> 30104
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL164695734**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBMAP7337	6/5/2015	6/5/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Policy Fee \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**The New Hampshire Department of Fish and Game  
11 Hayzen Dr  
Concord, NH 03301**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  
A Brinkerhoff/ABRIN 

**STATE OF NEW HAMPSHIRE  
FISH AND GAME DEPARTMENT  
EVENT MANAGEMENT  
CONTRACT 2016-012  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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**STATE OF NEW HAMPSHIRE  
FISH AND GAME DEPARTMENT  
EVENT MANAGEMENT  
CONTRACT 2016-012**

**PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	The documentation consisting of both the P-37 Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of

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	the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the S3 for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
<b>S3</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of</p>

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	the Service.  <b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the transformation of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and

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	video technologies.
<b>Input Validation</b>	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by S3 as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State’s and the

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	Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	The COTS Software provided under this Contract and any Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Fish and Game Department

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	11 Hazen Drive Concord, NH 03301 Reference to the term “State” shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State’s Confidential Records</b>	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State’s Project Manager (PM)</b>	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>SubS3</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization



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<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which S3 is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department, of Fish and Game (“State”), and Sovereign Sportsman Solutions, LLC , a Wyoming Limited Liability Corporation (LLC), (“S3”) having its principal place of business at 120 31<sup>st</sup> Avenue North, Nashville, TN 37203.

This system will provide online registration services for all outdoor skills education programs, provide a database that supports diverse and ad hoc queries for reporting, a web based reporting system that can interact with Fish and Game’s licensing database system, all necessary printed and virtual media needed to support courses and training of instructors and Fish and Game Staff on the use of the system as well as year round support.

**RECITALS**

The State desires to have S3 provide an online event management and reporting system, associated Services for the State;

S3 wishes to provide an event management and reporting system.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (2016-012) is comprised of the following documents:

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

**1.2 ORDER OF PRECEDENCE**

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

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- a. State of New Hampshire, Fish and Game Contract Agreement 2016-012, including Parts 1, 2, and 3.
- b. Vendor Proposal dated November 13, 2015.

**2. CONTRACT TERM**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Contract shall begin on the Effective Date and extend through June 30, 2019. The Term may be extended up to 2 (two) years, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

S3 shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require S3 to commence work prior to the Effective Date; however, if S3 commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of S3. In the event that the Contract does not become effective, the State shall be under no obligation to pay S3 for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

It is the intention of the State to merge the functions of Event Management and Licensing, (current a separate) contract into a single contract. When the current Licensing contract is rebid, awarded and signed a schedule will be set up to bring this event management function into the new contract. At this time this contract will be terminated according to section 13.2.

**Time is of the essence in the performance of S3’s obligation under the contract.**

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

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

**3.2 NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. S3 shall not be responsible for any delay, act, or omission of such other vendors, except that S3 shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of S3.

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**4. CONTRACT MANAGEMENT**

The Project will require the coordinated efforts of a Project Team consisting of both S3 and State personnel. S3 shall provide all necessary resources to perform its obligations under the Contract. S3 shall be responsible for managing the Project to its successful completion.

**4.1 THE S3'S CONTRACT MANAGER**

S3 shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. S3's Contract Manager is:

Eric Richey  
Chief Executive Officer  
120 31<sup>st</sup> Avenue North  
Nashville, TN 37203  
Tel: (615) 496-7555  
Email: erichey@s3gov.com

**4.2 THE VENDOR'S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

S3 shall assign a Project Manager who meets the requirements of the Contract. S3's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed S3 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of S3's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

**4.2.2** S3 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 S3's representative for all administrative and management matters. S3's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. S3's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. S3's Project Manager must work diligently and use his/ her best efforts on the Project.

**4.2.3** S3 shall not change its assignment of S3 Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of S3's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than S3 Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. S3 shall assign a replacement S3 Project Manager within ten (10) business days of the departure of the prior S3 Project Manager, and S3 shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim S3 Project Manager.

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4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare S3 in default and pursue its remedies at law and in equity, if S3 fails to assign a S3 Project Manager meeting the requirements and terms of the Contract.

4.2.5 S3 Project Manager is:

Tonya Cooke  
S3 Senior Project Manager  
120 31st Avenue North  
Nashville, TN 37203  
Tel: (615) 430-7723  
Email: tcooke@s3gov.com

**4.3 S3 KEY PROJECT STAFF**

4.3.1 S3 shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on S3 Key Project Staff. The State reserves the right to require removal or reassignment of S3's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 S3 shall not change any S3 Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of S3 Key Project Staff will not be unreasonably withheld. The replacement S3 Key Project Staff shall have comparable or greater skills than S3 Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare S3 in default and to pursue its remedies at law and in equity, if S3 fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with S3's replacement Project staff.

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**4.4 STATE CONTRACT MANAGER**

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

Laura Ryder  
Public Affairs Education Programs Supervisor  
NH Fish and Game Department  
11 Hazen Drive  
Cocnord, NH 03301  
Tel: (603) 271-0458  
Email: [laura.ryder@wildlife.nh.gov](mailto:laura.ryder@wildlife.nh.gov)

**4.5 STATE PROJECT MANAGER**

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

- a. Leading the Project;
- b. Engaging and managing all vendors 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 proposals;
- g. Managing stakeholders' concerns.

The State Project Manager is:

Laura Ryder  
Public Affairs Education Programs Supervisor  
NH Fish and Game Department  
11 Hazen Drive  
Cocnord, NH 03301  
Tel: (603) 271-0458  
Email: [laura.ryder@wildlife.nh.gov](mailto:laura.ryder@wildlife.nh.gov)

**4.6 REFERENCE AND BACKGROUND CHECKS**

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and S3 Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality*.

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**5. DELIVERABLES**

**5.1 S3 RESPONSIBILITIES**

S3 shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

S3 may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. S3 must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider S3 to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**5.2 DELIVERABLES AND SERVICES**

S3 shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

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

After receiving written Certification from S3 that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify S3 in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of S3's written Certification. If the State rejects the Deliverable, the State shall notify S3 of the nature and class of the Deficiency and S3 shall correct the Deficiency within the period identified in the Work Plan. If no period for S3's correction of the Deliverable is identified, S3 shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify S3 of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If S3 fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require S3 to continue until the Deficiency is corrected, or immediately terminate the Contract, declare S3 in default, and pursue its remedies at law and in equity.

**5.4 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE**

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

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**6. SOFTWARE**

S3 shall provide the State with Software Services, Licenses and/or Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**7. SERVICES**

S3 shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**7.1 ADMINISTRATIVE SERVICES**

S3 shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

**7.2 IMPLEMENTATION SERVICES**

S3 shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

**7.3 TESTING SERVICES**

S3 shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

**7.4 TRAINING SERVICES**

S3 shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

**7.5 MAINTENANCE AND SUPPORT SERVICES**

S3 shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

**7.6 WARRANTY SERVICES**

S3 shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

**8. WORK PLAN DELIVERABLE**

S3 shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. S3 shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.



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Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve S3 from liability to the State for damages resulting from S3's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, S3 must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of S3 or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by S3 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 S3's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

**9. CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of S3's receipt of a Change Order, S3 shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

S3 may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to S3's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from S3 to the State, and the State acceptance of S3's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

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**10. INTELLECTUAL PROPERTY**

**10.1 SOFTWARE TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with S3.

**10.2 STATE'S DATA AND PROPERTY**

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

**10.3 S3'S MATERIALS**

In accordance with the provision of this Contract, S3 shall not distribute any products containing or disclose any State Confidential Information. S3 shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by S3 employees or third party consultants engaged by S3.

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

**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

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

**10.5 SURVIVAL**

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

**11. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 USE OF STATE'S INFORMATION**

In performing its obligations under the Contract, S3 may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall

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include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). S3 shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for S3's performance under the Contract.

**11.2 STATE CONFIDENTIAL INFORMATION**

S3 shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to S3 in connection with its performance under the Contract, regardless of its form.

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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. S3 shall immediately notify the State if any request, subpoena or other legal process is served upon S3 regarding the State Confidential Information, and S3 shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, S3 shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**11.3 S3 CONFIDENTIAL INFORMATION**

Insofar as S3 seeks to maintain the confidentiality of its confidential or proprietary information, S3 must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that S3 considers the Software and Documentation to be Confidential Information. S3 acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by S3 as confidential, the State shall notify S3 and specify the date the State will be releasing the requested information. At the request of the State, S3 shall cooperate and assist the State with the collection and review of S3's information, at no additional expense to the State. Any effort to prohibit or

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enjoin the release of the information shall be S3's sole responsibility and at S3's sole expense. If S3 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 S3, without any liability to S3.

**11.4 SURVIVAL**

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

**12. LIMITATION OF LIABILITY**

**12.1 STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to S3 shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

**12.2 S3**

Subject to applicable laws and regulations, in no event shall S3 be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and S3's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to S3's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

**12.3 STATE'S IMMUNITY**

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

**12.4 SURVIVAL**

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

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 TERMINATION FOR DEFAULT**

Any one or more of the following acts or omissions of S3 shall constitute an event of default hereunder ("Event of Default")

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

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

- a. Unless otherwise provided in the Contract, the State shall provide S3 written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If S3 fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving S3 notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give S3 a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to S3 during the period from the date of such notice until such time as the State determines that S3 has cured the Event of Default shall never be paid to S3.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and S3 shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

**13.2 TERMINATION FOR CONVENIENCE**

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to S3. In the event of a termination for convenience, the State shall pay S3 the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, S3 shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or

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activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.3 TERMINATION FOR CONFLICT OF INTEREST**

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if S3 did not know, or reasonably did not know, of the conflict of interest.

- 13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by S3, the State shall be entitled to pursue the same remedies against S3 as it could pursue in the event of a default of the Contract by S3.

**13.4 TERMINATION PROCEDURE**

- 13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require S3 to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

- 13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, S3 shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of S3 and in which the State has an interest;
- d. 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; and
- e. Provide written Certification to the State that S3 has surrendered to the State all said property.

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- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**14. CHANGE OF OWNERSHIP**

In the event that S3 should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with S3, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with S3, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to S3, its successors or assigns.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

15.1 S3 shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 S3 shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubS3s, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve S3 of any of its obligations under the Contract nor affect any remedies available to the State against S3 that may arise from any event of default of the provisions of the contract. The State shall consider S3 to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit S3 from assigning the Contract to the successor of all or substantially all of the assets or business of S3 provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that S3 should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with S3, its successors or assigns for the full remaining term of the Contract; continue under the Contract with S3, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to S3, its successors or assigns.

**16. DISPUTE RESOLUTION**

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

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

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>S3</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Eric Richey Chief Executive Officer (CEO)	Laura Ryder State Project Manager (PM)	5 Business Days
<b>First</b>	Randall Forsha Chief Technology Officer (CTO)>	Kathy Labonte Business Div Chief	10 Business Days
<b>Second</b>	Bob Ramey Vice President of Business Development	Glenn Normandeau Executive Director	15 Business Days

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

**17. REQUIRED WORK PROCEDURES**

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

**17.1 COMPUTER USE**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), S3 understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall S3 access or attempt to access any information without having the express authority to do so.



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- c. That at no time shall S3 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 S3 must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by S3. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if S3 is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**17.2 EMAIL USE**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal Email systems” or “State-funded Email systems.” S3 understand and agree that use of email shall follow State standard policy (available upon request).

**17.3 INTERNET/INTRANET USE**

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

**17.4 REGULATORY GOVERNMENT APPROVALS**

S3 shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

**18. GENERAL PROVISIONS**

**18.1 INSURANCE CERTIFICATE**

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

**18.2 EXHIBITS**

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

**18.3 VENUE AND JURISDICTION**

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

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**18.4 SURVIVAL**

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

**18.5 FORCE MAJEURE**

Neither S3 nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include S3's inability to hire or provide personnel needed for S3's performance under the Contract.

**18.6 NOTICES**

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

TO: S3  
ERIC RICHEY  
120 31<sup>ST</sup> AVENUE NORTH  
NASHVILLE, TN 37203  
TEL: (615) 496-7555  
E.MAIL: ERICHEY@S3GOV.COM

TO: STATE:  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF FISH AND GAME  
11 HAZEN DRIVE  
CONCORD NH 03301  
TEL: (603) 271-0458

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**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

**Project Overview**

The general scope of the project is to provide an event management system for the NH Department of Fish and Game.

**General Project Assumptions**

1. S3 will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and S3 Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, S3 shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. S3 shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Attachment 1 to Exhibit H of the Request for Proposal. S3 shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

**DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date (Effective Date +)</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	As Agreed to by Parties
2	Project Status Reports	Written	As Needed
3	Work Plan	Written	12 business days
4	Functional Gap Analysis / Configuration Requirements	Written / Milestone	26 business days

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5	Security Plan	Written	28 business days
6	Testing Plan	Written	Per work plan
7	Data Conversion Plan and Design	Written	Per work plan
8	Deployment Plan	Written	Per work plan
9	Comprehensive Training Plan and Curriculum	Written	Per work plan
10	Business Continuity Plan	Written	Per work plan
<b>INSTALLATION</b>			
<b>TESTING</b>			
11	Conduct Integration Testing	Non-Software	
12	User Acceptance Testing	Non-Software	30 business days
13	Conduct System Performance (Load/Stress) Testing	Non-Software	Per work plan
14	Security Testing	Non-Software	Per work plan
<b>SYSTEM DEPLOYMENT</b>			
15	NHFG System Acceptance	Milestone	41 business days
	System Training	Non-Software	48 business days
16	System Deployment	Software / Milestone	60 business days
17	Final Historic Data Conversion	Software / Milestone	71 business days
18	Conduct Training	Non-Software	
19	System "Go Live"	Milestone	72 business days

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**1. PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract with a maximum contract value of the amount in P-37 General Provisions Block 1.8 (“Price Limitation”) of Part 1 for the period between the Effective Date through the date specified P-37 General Provisions Block 1.7 (“Completion Date”) of Part 1. S3 shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow S3 to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

**TABLE 1.1 Price and Payment Schedule**

	<b>Activity, Deliverable, or Milestone</b>	<b>Date</b>	<b>Cost</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Per work plan	Included
2	Project Status Reports	Per work plan	Included
3	Work Plan	Per work plan	Included
4	Functional Gap Analysis / Configuration Requirements	Per work plan	Included
5	Security Plan	Per work plan	Included
6	Testing Plan	Per work plan	Included
7	Data Conversion Plan and Design	Per work plan	Included
8	Deployment Plan	Per work plan	Included
9	Comprehensive Training Plan and Curriculum	Per work plan	Included
10	Business Continuity Plan	Per work plan	Included
<b>INSTALLATION</b>			
<b>TESTING</b>			
11	Conduct Integration Testing	Per work plan	Included
12	User Acceptance Testing	Per work plan	Included
13	Conduct System Performance Testing	Per work plan	Included

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14	Security Testing	Per work plan	Included
<b>SYSTEM DEPLOYMENT</b>			
15	NHFG System Acceptance	Per work plan	Included
	System Training	Per work plan	Included
16	System Deployment	Per work plan	Included
17	Final Historic Data Conversion	Per work plan	Included
18	Conduct Training	Per work plan	Included
19	System "Go Live"	Per work plan	Included
	Total		\$97,000

**1.2 Future Vendor Rates Worksheet**

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

**Table 1.2: Future Vendor Rates Worksheet**

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project Manager	\$115.00	\$115.00	\$115.00	\$125.00
System Analyst	\$75.00	\$75.00	\$75.00	\$85.00
Developer	\$80.00	\$80.00	\$80.00	\$90.00
Quality Assurance	\$60.00	\$60.00	\$60.00	\$70.00

**1.3 Services Pricing Worksheet**

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

**Table 1.3: Hosting and Support Pricing Worksheet**

HOSTED SERVICES	Year 1	Year 2	Year 3	TOTAL
Hosting and Support Pricing	\$37,200	\$37,200	\$37,200	\$111,600

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**2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8 (“Price Limitation”) of Part 1. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to S3 for all fees and expenses, of whatever nature, incurred by S3 in the performance hereof.

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.

**2.1 TOTAL CONTRACT VALUE**

<b>SOLUTION PRICING</b>	<b>Price</b>	<b>SUB-TOTAL</b>
Table 1.2 Price and Payment Schedule	\$97,500	\$97,500
Table 1.3: Hosting and Support	\$37,200 / yr (3 years)	\$111,600
<b>TOTAL</b>		<b>\$209,100</b>

**3. INVOICING**

S3 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. S3 shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:

Kathy Labonte  
Business Division Chief  
11 Hazen Drive  
Concord, NH 03301  
Tel: (603) 271-2741  
Email: Kathy.labonte@wildlife.nh.gov

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

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Eric Richey  
Sovereign Sportsman Solutions (S3)  
120 31<sup>st</sup> Avenue North  
Nashville, TN 37203

**5. OVERPAYMENTS TO S3**

S3 shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**6. CREDITS**

The State may apply credits due to the State arising out of this Contract, against S3's invoices with appropriate information attached.

**7. PROJECT HOLDBACK**

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



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SPECIAL PROVISIONS**

The following special provisions modify, change, delete or add to the General Provisions of the contract. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

**1. General Provisions are amended as follows:**

- The insurance requirements of section 14.1 with regards to subcontractors are waived,
- The insurance requirements of section 14.1.1 are modified to \$1,000,000 per occurrence and \$2,000,000 in aggregate.

**2. Federal Information and Compliances.**

This contract is supported with Federal assistance grant funds from the Department of the Interior through the Wildlife Restoration Program (Catalog of Federal Domestic Assistance No. 15.611). Through execution of this contract, the contractor agrees to comply with the following provisions:

**a) Government-wide Debarment and Suspension (Non-procurement)**

This contract is subject to Executive Orders 12549 and 12689 “Debarment and Suspension” as implemented through the OMB guidance in Sub-part C of 2 CFR Part 180 and adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM).

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By signing this contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds.

**b) Restrictions on Lobbying**

This contract is subject to Section 1352, Title 31 of the U.S. Code, as implement at 43 CFR Part 18 New Restrictions on Lobbying. Contractors awarded funds in excess of \$100,000, and any sub-contractors awarded funds in excess of \$100,000, shall file the declaration required by 31 U.S.C. 1352(b). Each tier certifies to the tier above that it has not used Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other covered award. Each tier shall also disclose, if required, any lobbying conducted with non-federal funds in connection with obtaining a federal award. Such disclosures shall be made with a completed “Disclosure of Lobbying Activities” (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.

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SPECIAL PROVISIONS**

Certification Regarding Lobbying

By signing this contract the contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**c) Clean Air Act and Federal Water Pollution Control Act**

Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

The S3 must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

As applicable, and subject to the applicable laws and regulations, the State will provide the S3 with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the S3 to perform its obligations under the Contract.

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

The S3 shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the S3 shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

S3 shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

S3 and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. S3 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 one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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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. S3 shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to S3's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**6. ACCOUNTING REQUIREMENTS**

S3 shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and S3 shall maintain records pertaining to the Services and all other costs and expenditures. Destination vacation

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EXHIBIT E  
IMPLEMENTATION SERVICES**

**1. PROJECT MANAGEMENT**

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

S3 Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include S3 Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and S3 Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the S3 Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from S3 shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from S3 and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects S3 to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be S3's responsibility.

The S3 Project Manager or S3 Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The S3's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. S3 shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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As reasonably requested by the State, S3 shall provide the State with information or reports regarding the Project. S3 shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

## **1. IMPLEMENTATION STRATEGY**

### **1.1 Key Components**

S3 shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

S3 and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The S3 team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

S3 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.

### **1.2 S3 Timeline**

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

### **1.3 Change Management and Training**

S3's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training

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**EXHIBIT F  
TESTING SERVICES**

S3 shall provide the following Products and Services described in this Exhibit F, including but not limited to:

**1. TESTING AND ACCEPTANCE**

S3 shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. S3 will also provide training as necessary to the State staff responsible for test activities. S3 shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

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

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

In addition, S3 shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. S3 shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

S3 shall provide the State with an overall Test Plan that will guide all testing. The S3 provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon S3's Project Manager's Certification, in writing, that S3's own staff has successfully executed all prerequisite S3 testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from S3 that the State's personnel have been trained and the System is configured, complete, and ready for State testing. S3 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.

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TESTING SERVICES**

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

**1.2 System Integration Testing**

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

Thorough end-to-end testing shall be performed by the S3 team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

<b>Activity Description</b>	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
<b>S3 Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test Specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Work jointly with S3 to develop the Systems Integration Test Specifications.</li> <li>• Work jointly with S3 to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with S3 to validate components of the test scripts, modifications, fixes and other System interactions with the S3 supplied Software Solution.</li> </ul>
<b>Work Product Description</b>	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.</li> </ul>

**1.3 Historical Data Conversion Validation Testing**

In Conversion Validation Testing, target application functions are validated.



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<b>Activity Description</b>	The conversion validation test 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/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
<b>S3 Team Responsibilities</b>	For conversions and interfaces, the S3 team will execute the applicable validation tests and compare execution results with the documented expected results.
<b>S3 Responsibilities</b>	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
<b>Work Product Description</b>	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

**1.4 Installation Testing**

In Installation Testing the 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.

**1.5 User Acceptance Testing (UAT)**

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

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

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

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

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

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>S3 Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem</li> </ul>

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<b>State Responsibilities</b>	<p>resolution.</p> <ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance Test results.</li> <li>• Work jointly with S3 in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
<b>Work Product Description</b>	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

**1.6 Performance Tuning and Stress Testing**

S3 shall develop and document hardware and Software configuration and tuning of <SOFTWARE>

**1.7.1 Scope**

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

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

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.

**1.7.2 Test Types**

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

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**1.7.3 Tuning**

Tuning will be S3 led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of

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making code more efficient during development as well as making tuning parameter changes to the environment.

**1.8 Regression Testing**

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the S3 of the nature of the testing failures in writing. The S3 will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. 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.

In designing and conducting such regression testing, S3 will 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, S3 will 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.

**1.9 Security Review and Testing**

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

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

<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

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	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, and unauthorized access of files and/or directories on the server.

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 and application vulnerability scanning.

Prior to the System being moved into production S3 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).

- 1.9 **Penetration Testing** S3 shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party vendor at least annually, and after every major change.

**1.10 Successful UAT Completion**

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

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MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

S3 shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

**1.1 S3's Responsibility**

S3 shall maintain the System in accordance with the Contract.

**1.1.1 Maintenance Releases**

S3 shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**1.1.2 Standard Agreement**

The State will adopt S3's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

**2. SUPPORT OBLIGATIONS AND TERM**

- 2.1** S3 shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment 1.
- 2.2** If S3 fails to correct a Deficiency within the allotted period of time stated above, S3 shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return S3's product and receive a refund for all amounts paid to S3, including but not limited to, applicable license fees, within ninety (90) days of notification to S3 of the State's refund request.
- 2.3** If S3 fails to correct a Deficiency within the allotted period of time stated above, S3 shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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REQUIREMENTS**

Attachment 1: Project Requirements is hereby incorporated within.

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S3's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 10 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with S3's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of S3 and State Project Managers.

The preliminary Work Plan for Implementation created by S3 and the State is set forth at the end of this Exhibit.

In conjunction with S3's Project Management methodology, which shall be used to manage the Project's life cycle, the S3 team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and S3 team members), refine the Project's scope, and establish the Project's Schedule.

## **1. ASSUMPTIONS**

### **1.1 General**

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- S3 shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **1.2. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- S3 assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

### **1.3. Conversions**

- The S3 Team shall lead the State with the mapping of the legacy Data to the S3 Event Management Solution. S3 will be responsible for capturing, converting, validating, and maintaining legacy data from former vendor.
- Additionally, the S3 Team shall:
  1. Provide the State with S3 application data requirements and examples, of data mappings
  2. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions. If data issues arise, Vendor's technical team to identify

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any conversion issues. Issues will be documented and discussed with State's Project Manager/Team for resolution. Solution will be documented

**1.4. Project Schedule**

- Deployment is planned to begin on the execution date of the contract + 60 days with a planned go-live date of the execution date of the contract + 71.5 days.

**1.5. Reporting**

- S3 shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

**1.6. User Training**

- The S3 Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

**1.7. Performance and Security Testing**

- The S3 Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with S3 on all testing as set forth in Contract Exhibit F – *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. S3 Team Roles and Responsibilities**

**1) S3 Team Project Executive**

The S3 Team's Project Executives (S3 and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the S3 Team Project Manager and the State's Project leadership on the best practices for implementing the S3 Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

**2) S3 Team Project Manager**

The S3 Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the S3 Implementation Team. The S3 Team Project Manager will have the following responsibilities:

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



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- Assign S3 Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all S3 Team members;
- Provide weekly and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to S3 operational staff;
- Manage Transition Services as needed.

**3) S3 Team Analysis**

The S3 Team shall conduct analysis of requirements, validate the S3 Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Conduct testing of the configured application;
- Assist the State in the testing file downloads
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- —

**4) S3 Team Tasks**

The S3 team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- System Integration Testing.

**B. State Roles and Responsibilities**

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

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**1) State Project Manager**

The State Project Manager shall work side-by-side with the S3 Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the S3 team;
- Assist the S3 Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the S3 Project Manager of any urgent issues if and when they arise; and
- Assist the S3 team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

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

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in 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 S3 Software Solution and the business processes the application supports.

**3) State Technical Lead and Architect**

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

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- Attend technical training as necessary to support the Project;
- Assist the State and S3 Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State’s technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
  
- Work in partnership with the S3 and lead the State technical staff’s efforts in documenting the technical operational procedures and processes for the Project. This is a S3 Deliverable and it will be expected that S3 will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

**4) State Testing Administrator**

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

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

**3. SOFTWARE APPLICATION**

S3’s Event Management solution is delivered using a Software as a Service Model. The State is required only to have access to the internet and a compatible browser (Windows Explorer up to the last 5 versions).

**4. CONVERSIONS**

The following Table 4.1 identifies the conversions within the scope of this Contract.

**Table 4.1: Planned Conversions**

Conversion	Components, If applicable	Lead Responsibility	Description
	Legacy data	S3 and State project manager	Instruction, course, and student data from former Vendor into S3 system

**A. Conversion Testing Responsibilities**

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- The S3 Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The S3 is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The State and the S3 Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

**5. INTERFACES**

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

**Table 5.1: In-Scope Interfaces**

Interface	Components, if applicable	Responsible Party	Description
	URL	Contractor	Connection to Web application
	File download to state	Contractor	Place file on ftp site in proper format to be picked up by state

**A. Interface Responsibilities (DEPENDENT ON WHO IS WORKING ON THIS THE S3, THE STATE OR BOTH)**

- The S3 Team shall lead the State with the mapping of legacy Data to the S3 Application.
- The S3 Team shall lead the review of functional and technical interface Specifications.
- The S3 Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The S3 Team shall document the functional and technical Specifications for the interfaces.
- The S3 Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The S3 Team shall develop and Unit Test the interface.
- The State and the S3 Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State and the S3 Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- S3 is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

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**6. APPLICATION MODIFICATION**

To more fully address the State’s requirements, the S3 Team shall implement changes necessary to meet the Contract Requirements.

**7. PRELIMINARY WORK PLAN**

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. The times for the Work Plan shall be advanced by one day for every day the Effective Date exceeds Friday February 15, 2016. This work plan schedule was based on an Effective Date of 4/20/16. Should the Effective Date change the schedule shall change in proportion to the new Effective Date.

**Table 7.1: High Level Preliminary NH Project Plan**

<b>Task Name</b>	<b>Duration</b>
<b>New Hampshire Event Management System</b>	<b>71.5 days</b>
<b>Project Tasks</b>	<b>6 days</b>
Conduct Kickoff Meeting	1 day
Perform Gap Analysis	2 days
Create Project Documents	3 days
<b>Permissions</b>	<b>12 days</b>
Review Requirements	2 days
Develop Modules	2.5 days
Create Test Cases	1 day
Release to QA	0 days
QA Testing	1 day
<b>Address Bugs</b>	<b>3 days</b>
Bug Triage	1 day
Fix Bugs & Release	1 day
Retest Bugs	1 day
Release to UAT	0 days
Complete Test Cases	1.5 days
UAT Testing	1.5 days
<b>Address Bugs</b>	<b>3.5 days</b>
Bug Triage	1 day
Fix Bugs & Release	1.5 days
Retest Bugs	1 day
Milestone: Permissions Completed	0 days
<b>Event Process</b>	<b>41 days</b>
Review Requirements	2 days
Develop Modules	3 days
Create Test Cases	1 day
Release to QA	0 days
QA Testing	2 days

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<b>Address Bugs</b>	4 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	1 day
Release to UAT	0 days
Complete Test Cases	2 days
UAT Testing	2 days
<b>Address Bugs</b>	3 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	0.5 days
Milestone: Event Process Completed	0 days
<b>Event Administrator Management</b>	<b>38.5 days</b>
Review Requirements	2 days
Develop Modules	4 days
Create Test Cases	2 days
Release to QA	0 days
QA Testing	2 days
<b>Address Bugs</b>	3 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	1 day
Release to UAT	0 days
Complete Test Cases	2 days
UAT Testing	2 days
<b>Address Bugs</b>	3 days
Bug Triage	1 day
Fix Bugs & Release	1 day
Retest Bugs	1 day
Milestone: Event Administrator Management Completed	0 days
<b>Instructor Request Submission</b>	<b>20 days</b>
Review Requirements	2 days
Develop Modules	7 days
Create Test Cases	2 days
Release to QA	0 days
QA Testing	2 days
<b>Address Bugs</b>	4 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	1 day
Release to UAT	0 days
Complete Test Cases	2 days

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UAT Testing	2 days
<b>Address Bugs</b>	3 days
Bug Triage	1 day
Fix Bugs & Release	1 day
Retest Bugs	1 day
Milestone: Instructor Request Submission Completed	0 days
<b>Participant Registration</b>	<b>25 days</b>
Review Requirements	2 days
Develop Modules	6 days
Create Test Cases	2 days
Release to QA	0 days
QA Testing	2 days
<b>Address Bugs</b>	4 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	1 day
Release to UAT	0 days
Complete Test Cases	2 days
UAT Testing	2 days
<b>Address Bugs</b>	4 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	1 day
Milestone: Participant Registration Completed	0 days
<b>Post-Event</b>	<b>48 days</b>
Review Requirements	2 days
Develop Modules	2 days
Create Test Cases	2 days
Release to QA	0 days
QA Testing	2 days
<b>Address Bugs</b>	3 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	1 day
Release to UAT	0 days
Complete Test Cases	1 day
UAT Testing	2 days
<b>Address Bugs</b>	3 days
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	0.5 days
Milestone: Post-Event Completed	0 days

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<b>Reports</b>	<b>23.5 days</b>
Review Requirements	2 days
Develop Modules	2 days
Create Test Cases	2 days
Release to QA	0 days
QA Testing	2 days
<b>Address Bugs</b>	<b>4 days</b>
Bug Triage	1 day
Fix Bugs & Release	2 days
Retest Bugs	1 day
Release to UAT	0 days
Complete Test Cases	1 day
UAT Testing	2 days
<b>Address Bugs</b>	<b>3 days</b>
Bug Triage	0.5 days
Fix Bugs & Release	1.5 days
Retest Bugs	0.5 days
Milestone: Reports Complete	1 days
Data Exchange	2 day
Setup Production Environment / Go Live	3 day



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SOFTWARE AGREEMENT**

**1. LICENSE GRANT**

This contract shall be conducted in a Software as a Service format. There shall be no license granted.

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WARRANTY**

**1. WARRANTIES**

**1.1 System**

S3 warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

**1.2 Software**

S3 warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and S3's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if S3 cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to S3 for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if S3 cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to S3 for the deficient Services.

**1.3 Non-Infringement**

S3 warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

**1.4 Viruses; Destructive Programming**

S3 warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**1.5 Compatibility**

S3 warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by S3 to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**1.6 Services**

S3 warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that

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Services will comply with performance standards, Specifications, and terms of the Contract.

**2. WARRANTY PERIOD**

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions

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TRAINING SERVICES**

**S3 shall provide the following Training Services.**

- **Administrator Training**
- **Detailed User Training**
  - **Instructor Supervisor / Regional Instructor Training**
  - **Instructor Training**
  - **Volunteer Training (where applicable)**

**Training Sessions**

---

S3 will conduct agency management / administrator and user training as part of the system implementation and/or prior to the system going "Live". In most cases, System Administrators / Agency Management Personnel are heavily involved in all functional and administrative aspects of the system from the time the contract is initiated. This is highly encouraged by S3 in that these resources via this level of involvement become trained and proficient in all aspects of the system (standardized features and those features customized specifically for the State) during the process of system delivery. This results in a fully trained state agency administrative and management staff prior to the introduction of the system and system training for lower level system users i.e., instructors, volunteers, etc.

S3 is recommending a training regimen that would optimize the speed and effectiveness at which training could be conducted. Although the specific details regarding training will need to be worked out (locations, people per training, number of training teams, number of training sessions, etc.), we've provided an overview of the process below to aid in the determination of S3's abilities to conduct and complete sufficient training for the Event Management solution.

**Administrative / Management Training**

---

**System User Training:** Functional / Operational Overview

**Training Location:** To Be Determined. State will provide training location capable of seating 5-10 personnel all with access to a PC and Internet Access.

**Training Length:** 1 day / 1 Class / 3 hours in length + 1 hour "Stay and Play"

**Participants:** All New Hampshire Event Management Admin / Management Personnel

**Topics Covered:** Administrative Functions

- Discussion of New System Functionality
- Security / Login / Help Desk Functions
- Administrative Functions
- Event Management System Core Functions

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**Instructor Training**

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**System User Training:** Functional / Operational Overview

**Training Location:** To Be Determined. State will provide training location capable of seating 25 – 35 personnel all with access to a PC and Internet Access.

**Training Length:** 1 day / 2 Classes per Day / 2 hours per class + 1 hour “Stay and Play”

**Participants:** All New Hampshire Event Management Instructor & Volunteer Personnel. (Supervisor personnel are also invited to this training as well so that additional perspective is provided on role-dependent operations and user functionality for personnel under their oversight).

**Topics Covered:** Location & Class Establishment, Administration, and Registration

- Discussion of System Functionality
- How to Establishment Event Locations
- System Workflow Dependencies and Operation
- Assignment of Event Resources and Resource Tracking
- How to Establishment Events
- Identification of Required Materials
- Event Administration
- Adding / Editing Event Participants
- Finalizing Events
- Entry of Event Dependent Data / Scores
- Post Event Systems Management

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EXHIBIT M  
CERTIFICATES AND ATTACHMENTS**

Attached are:

1. Exhibit H Requirements – Attachment 1
2. Contractor's Certificate of Vote/Authority
3. Contractor's Certificate of Good Standing
4. Contractor's Certificate of Insurance
5. Standard S3 Maintenance Agreement Modified to meet State Standards and statutes.

## Vendor Instructions

<p><b>Vendor Response Column:</b></p> <p>Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can <b>only</b> be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).</p>
<p><b>Delivery Method Column:</b></p> <p>Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p><b>Standard</b> - Feature/Function is included in the proposed system and available in the current software release. <b>Future</b> - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) <b>Custom</b> - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). <b>Not Available/Not Proposing</b> - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was <u>not</u> proposed.)</p>
<p><b>Comments Column:</b></p> <p>For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.</p>
<p>Criticality</p> <p>M= Mandatory, P= Preferred</p>

## BUSINESS REQUIREMENTS

State Requirements		Criticality
Req #	Requirement Description	Criticality
<b>General Considerations</b>		
The system should have four levels of user groups as described below.		
B1.1	Public Access that will be used by the general public to search for courses and any education, training or outreach offerings that require pre-registration. For courses the public shall be able to see and print any attached files and if applicable print their certificate of completion via the internet or email. They should also receive support through a vendor supplied help desk.	M
B1.2	Instructor Access. Instructors will have the ability to search and view all available courses, access the student rosters and see a list of instructors assigned to a course. Instructors will have no editing capability. The system must be capable of capturing volunteer time for federal reporting purposes.	M
B1.3	Chief instructors should have the permissions listed for instructors as well as the ability to create courses, edit their courses including adding/deleting students, and submit results. They should also be allowed to add attached files to their courses only. Chief instructors shall also be allowed to set a course to either public or private. A private course will not be visible to the public. Students will be invited via an email that shall contain a link to the registration page.	M
B1.4	Administrators. The administrators of the system will be designated by the NH Fish and Game department and will have all the abilities listed for chief instructors as well as be able to create new locations, create new users, limit student registrations, accept, reject or edit courses and/or results, create reports, and add attached files to any course. Shall be able to search for instructors, students or events/courses by type, location, date, or date range. Shall be able to access student, instructor and class databases and be able to review/search data and generate various reports. Administrators shall also be able to create new event types and locations.	M
<b>General and Student Function Requirements</b>		
B2.1	The vendor shall set up the registration tool to collect student data fields as requested by NH Fish and Game Department and data required on each instructor as listed in the Student Name and Personal Details, and Instructor Profile fields. Vendor will validate data entry	M



B2.2	The system shall allow students to register for multiple classes of different types (ex: one hunter education and one trapper education course) but not allow them to register for two of the same type course at the same type (ex. Two hunter education courses). Students must remove themselves from one course before being allowed to register another of the same type.	M	Yes	Standard	Included	
B2.3	The system shall allow for registration requirements to be defined such as setting a minimum age or a gender specific class.	M	Yes	Custom	Included	
B2.4	Each person in a certification course (Hunter education, Online Field Days and Trapper education) shall have a unique number assigned to them in the database. The numbers will be assigned sequentially beginning with numbers supplied by the Fish and Game Department. These numbers will be the student certification number printed on their certificates of completion.	M	Yes	Custom	Included	
B2.5	Students shall be able to cancel their class registration as well as transfer themselves to another course of the same type.	M	Yes	Standard	Included	
B2.6	The system shall include a map program link for students to get directions to their class.	P	No	Future	Not Included	
B2.7	The system shall collect information from students registering for a course about any special needs or accommodations the student may need including but not limited to translation services, verbal testing, or mobility concerns.	M	Yes	Standard	Included	
B2.8	Students shall be able to search for courses by type and/or location	M	Yes	Standard	Included	
B2.10	Students shall be able to see the number of seats available.	M	Yes	Standard	Included	
B2.12	Students will receive an automatic warning message if they attempt to register for multiple courses of the same type. The message shall inform them they need to remove themselves from one course before registering for another.	M	Yes	Standard	Included	
B2.13	The registration process will include up to 4 questions that a student can answer (optional) before registering. These answers shall be included in the data for reporting and will be specific to either a course or a workshop/event.	P	N	Custom	Will work with the State to define requirement during development	
<b>Creating and Editing a Course</b>						
B3.1	The system shall allow the course creator to choose the event type from a dropdown menu with existing core events, but will provide a function for adding events and workshops. This System shall be able to support additional event types such as, Owl Brook Hunter Ed. Center Workshops, Let's Go Fishing Offerings, Becoming an Outdoors Woman workshops, Training opportunities for instructors and teachers, and public presentations.	M	Yes	Standard	Included	

B3.2	The system shall maintain a course/workshop location database with information to be provided by administrators. The location field shall automatically fill as the instructor types the name of the location. Instructors will be able to override course locations with new locations and directions when necessary.	M	Yes	Standard	Included	
B3.3	Course capacity shall be prefilled based upon the course location database. The system shall allow the course capacity to be changed by the creator	M	Yes	Standard	Included	
B3.4	The system shall allow for the event to be designated as either public or private. Course creators shall have the ability to invite students to register for a private course via a link sent by email.	M	Yes	Standard	Included	
B3.5	The system shall allow the event to have multiple dates and times assigned by the instructor.	M	Yes	Standard	Included	
B3.6	The system shall allow the creator to add multiple instructors to the event. The creator will be the contact for students.	M	Yes	Standard	Included	
B3.7	The system shall allow for special instructions to be entered by the course creator.	M	Yes	Standard	Included	
B3.8	The system shall allow for files to be attached to each event by the creator.	M	No	Custom	Included, S3 and F&G will agree on acceptable file attachment formats	
B3.9	The system shall assign a unique ID to each event.	M	Yes	Standard	Included	
B3.11	The system shall have the ability to change the chief instructor	M	Yes	Standard	Included	
B3.12	The chief instructor shall be able to move one or multiple students registered to a new event	M	Yes	Standard	Included	
B3.13	The system shall allow the chief instructor to remove one or multiple students registered from an event.	M	Yes	Standard	Included	
<b>Course results</b>						
B4.1	Result submission is mandatory for Hunter Education, Online Field Days, and Trapper Education Courses. The system shall not allow an instructor to complete a course and submit for administrator review unless course results and instructor reporting information have been entered	M	Yes	Standard	Included	
B4.2	Student Results shall include pass or fail. If a student fails the instructor shall choose from a drop down menu list including: no-show, failed written test, failed practical, incomplete.	M	Yes	Standard	Included	
B4.3	The chief instructor shall be able to create a new student and registration to allow reporting of results for walk-in participants.	M	Yes	Standard	Included	
B4.4	If a student passes a course the certification number is then automatically assigned to them. (Numbers supplied by NH Fish and Game Dept.)	M	Yes	Standard	Included	
B4.5	Upon completion of hunter education certification courses and results approval, the system will generate an official certificate. Students shall have the ability to login to their accounts and print their certificate of completion which includes their certification number (certificate to be designed by NH Fish and Game Dept.).	M	Yes	Standard	Included	

B4.6	The chief instructor shall have the ability to print student certification cards.	M	Yes	Standard	Included
B4.7	The instructor data shall include fields for:	M	Yes	Custom	Need to verify applicable fields
	a. Instructor name				
	b. Course type				
	c. Location				
	d. Dates				
	e. Course hours				
	f. Travel hours				
	g. Total Hours				
	h. Mileage				
B4.10	The students' results and instructor results may be accounted for separately.	M	Yes	standard	Included
<b>eMail Functions</b>					
B5.1	The system shall create email notifications to students specific to the education course and that confirms a student's registration, change in registration, or cancellation. The email shall be generated within one hour following registration, change in registration or cancellation.	M	Yes	standard	Included
B5.2	The system shall provide an option for chief instructors and administrators to email students.	M	Yes	standard	Included
<b>Reporting and Analysis</b>					
B7.1	Delinquent report for instructors with unfinished results reporting for courses if two weeks have passed since the last day of the course. This report shall be directed to the appropriate NH Fish and Game Administrator	M	Yes	standard	will work with State to develop requirements for reports.
B7.2	Course registration report (student roster) shall be available for an instructor to export student registrations to a printable report for attendance purposes.	M	Yes	standard	
B7.3	Instructor course summary report for an event including event description and all student and instructor result information	M	Yes	standard	A single report containing all of this information doesn't exist, but we can create it.
B7.4	Administrators shall have the ability to create the following reports based on course type, courses within a specified date range, all courses, and course location.	M	Yes	standard	We have multiple report with search parameters and filters that should provide desired results.
B7.5	Administrators shall have the ability to create the following reports for instructor recertification and federal aid reporting. Administrators shall be able to choose course type and specify date ranges.				This is response to all sections of B7.5, which is we can build reports based upon the exact need of the client.
	a. Total number of hunter education students passed	M	Yes	Standard	

	b. Total number of online hunter education course field day passed	M	yes	Standard	
	c. Total number of trapper education students passed	M	yes	Standard	
	d. Fiscal year summaries (July 1-June 30) by course type to include				
	i. Number of courses	M	yes	Standard	
	ii. Total registration	M	yes	Standard	
	iii. Total passed	M	yes	Standard	
	iv. Total Failed	M	yes	Standard	
	v. Total number of seats available	M	yes	Standard	
	vi. Total number of no-shows	M	yes	Standard	
	vii. No-shows as a percentage of total seats available	M	yes	Standard	
	viii. Reasons for failure and total numbers of each	M	yes	Standard	
	ix. Total instructor hours	M	yes	Standard	
	x. Total instructor mileage	P	No	Custom	available, included
	xi. Demographic information to include male or female, ethnicity, and ages	P	Yes	Custom	available, included
	e. Total number of participant at Owl Brook by course type	P	Yes	Custom	available, included
	f. For all instructors by course type (Hunter Education to include field days and trapper education) Total number of courses, total hours, total mileage.	P	Yes	Custom	included Except for mileage
	g. Report data shall be able to be exported to a csv. Or Microsoft Excel file format	P	Yes	Custom	available, included
B7.6	Administrators shall also have the ability to create ad hoc reports. The vendor should provide an overview of the ad hoc reporting capability to be provide with the event management solution. If a third party tool is employed, identify and describe the tool. Discuss capability, sophistication and ease use.		TBD		Phase II at least. Importance is ability to report on which students who passed the course actually bought a license.
<b>System Integrations</b>					
B8.1	The event manager shall be able to integrate with other software platforms in the Fish and Game Department to include licensing, and the online hunter education course.		Yes	Custom	Ad hoc available through Licensing, canned reports available for Event management data only, additional reports available for event management data upon request.

## APPLICATION REQUIREMENTS

State Requirements		Criticality
Req #	Requirement Description	Criticality
<b>GENERAL SPECIFICATIONS</b>		
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M
A1.2	The system software adheres to open standards and is not proprietary.	P
A1.3	The database platform adheres to open standards.	M
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M
A1.5	Web-based compatible and in conformance with the following W3C standards:	M
A1.6	XHTML 1.0	M
A1.7	CSS 2.1	M
A1.8	XML 1.0 (fourth edition)	M
A1.9	Ability to operate in a virtual environment, with VMWare	M
A1.10	Compatibility with EMC Networker for managing backups	M
A1.11	Operates on an Oracle/Linux or Microsoft SQL database platform	M
<b>APPLICATION SECURITY</b>		
A1.12	Verify the <b>identity of or authenticate</b> all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M
A1.13	Verify the <b>identity and authenticate</b> all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M
A1.14	Enforce unique user names.	M
A1.15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M
A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M
A1.17	Encrypt passwords in transmission and at rest within the database.	M
A1.18	Expire passwords after < a definite period of time>	M
A1.19	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M

A1.20	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	standard	
A1.21	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	standard	
A1.22	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	No	Custom	Included
A1.23	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Custom	Included
A1.24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	No	Custom	Included
A1.25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (XX- days, weeks, or months)	M	Yes	standard	
A1.26	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	We don't capture any data until a process/session has been fully completed.
A1.27	Do not Software and System Services for anything other than their designed for use	M	Yes	Standard	
A1.28	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	
A1.29	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A1.30	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A1.31	Create change management documentation and procedures	M	Yes	Standard	

## HARDWARE REQUIREMENTS

State Requirements			
Req #	Requirement Description	Criticality	
<b>CLIENT SYSTEMS</b>			
E1.1	At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 9, and 128-bit encryption.	M	Yes  Standard

**TESTING**

<b>State Requirements</b>		<b>Criticality</b>
<b>Req #</b>	<b>Requirement Description</b>	
<b>APPLICATION SECURITY TESTING</b>		
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M
T1.2	The Vendor shall be responsible for security testing, as appropriate. 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.	M
T1.3	Test for 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	M
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M
T1.5	Test for encryption; supports the encoding of data for security purposes	M
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M
T1.12	Test Input Validation; insures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M
T1.13	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M
<b>STANDARD TESTING</b>		
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M
T2.2	The Vendor must perform application stress testing and tuning.	M



## HOSTING-CLOUD REQUIREMENTS

State Requirements			
Req #	Requirement Description	Criticality	
<b>OPERATIONS</b>			
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the application and support users with permission based logins.	M	Yes
H1.2	State access will be via Internet Browser	M	Yes
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Need more information.
H1.4	At a minimum, the system should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 9, and 128-bit encryption.	M	Yes
H1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Yes
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider. .	M	Yes
H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Yes
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes
H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes

H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ¼ days of operation.	M	Yes		
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes		
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes		
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes		
H1.15	Vendor must monitor the application and all servers.	M	Yes		
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes		
H1.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes		
H1.18	Vendor shall monitor System, security, database, and application logs.	M	Yes		
H1.19	Vendor shall manage the sharing of data resources.	M	Yes		
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes		
H1.21	The Vendor shall monitor physical hardware.	M	Yes		
H1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Yes		
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes		
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes		
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes		
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes		
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes		

H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes		
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes		
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	No Tapes		
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes		
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes		
<b>NETWORK ARCHITECTURE</b>					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes		
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes		
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes		
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes		
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Need to discuss		
<b>HOSTING SECURITY</b>					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes		
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes		

H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes		
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes		
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes		
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes		
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes		
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Need to determine exact language		
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes		
H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.		Yes		
H4.11	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by CIS (Center Internet Security), NIST, and NSA		Need to determine gaps if any.		
H4.12	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.		Yes		
H4.13	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes		
<b>SERVICE LEVEL AGREEMENT</b>					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes		
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		

H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes		
H5.5	The Vendor response time for support shall conform to the specific deficiency class as described below: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. <ul style="list-style-type: none"> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software Services require only minor reworking and do not require re-performance of the Service.</li> </ul> </li> </ul>	M	Yes		
H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: <ul style="list-style-type: none"> <li>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>b. Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;</li> </ul>	M	Yes		
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes		

H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		
H5.10	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes		
H5.11	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Yes		
H5.12	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes		
H5.13	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		
H5.14	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		
H5.15	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes		
H5.16	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes		
H5.17	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Yes		

**SUPPORT & MAINTENANCE REQUIREMENTS**

<b>State Requirements</b>			
Req #	Requirement Description	Criticality	
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>			
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in exhibit G.	M	Yes
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes
<b>WARRANTY SERVICES</b>			
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	Yes

S2.3	The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	Yes		
S2.4	On-site additional Services within four (4) business hours of a request;	M	Yes		
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes		
S2.6	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) identifying number i.e. work order number; 8) issue identified by.	M	Yes		
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems;	M	Yes		
S2.8	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes		



**PROJECT MANAGEMENT**

State Requirements		Criticality
Req #	Requirement Description	
<b>PROJECT MANAGEMENT</b>		
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M
P1.3	Vendor shall submit a finalized Work Plan within ten (10) business days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <every two weeks.>	M
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M

Changed to reflect 10 "business" days in order to account for additional requirements discussions

We would use MS Office Tools, and email these documents to the state or provide them in a centralized document repository accessible by the entire team.

# Sovereign Sportsman Solutions, LLC (S3)

## Rackspace (industry hosting partner)

### Hosting Services / Maintenance Agreement Instructions

Other than completion of the customer contact, billing, and signatory information sections, changes may not be made to the Hosting Services Agreement. Unauthorized changes are not legally binding on Sovereign Sportsman Solutions, LLC (S3).

#### Hosting Service Agreement

This Hosting Services Agreement (this "**Agreement**") is between Rackspace US, Inc ("**we**" or "**Rackspace**") and Sovereign Sportsman Solutions, LLC (S3) signs below ("**you**" or "**Customer**"). Each of the following documents is hereby incorporated by reference in this Agreement:

- i. Service Description attached.
- ii. Rackspace's General Terms and Conditions found at <http://www.rackspace.com/information/legal/generalterms> as of the date of your signature below, including any addenda referenced therein (the "General Terms and Conditions").
- iii. Rackspace's Managed Hosting Services Terms and Conditions found at <http://www.rackspace.com/information/legal/managedterms> as of the date of your signature below, including any addenda referenced therein (the "Product Terms and Conditions").
- iv. Rackspace's product specific terms as selected below and found at the link indicated as of the date of your signature below, including any addenda referenced therein (the "Product Specific Terms"), in each case only applicable to the Services identified as subject to such terms in the Services Description:

Bandwidth Pricing found at <http://www.rackspace.com/information/legal/bandwidthpricing>.

- v. Rackspace's Acceptable Use Policy found at <http://www.rackspace.com/information/legal/aup> as of the date of your signature below (the "Acceptable Use Policy").

Capitalized terms used and not otherwise defined in the documents shall have the meaning given to them in the General Terms and Conditions. The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral. The individual signing represents to Rackspace that he or she is authorized to sign on behalf of Customer. Customer accepts the terms of the Service Description, the General Terms and Conditions, the Product Terms and Conditions, the Acceptable Use Policy, the Country Specific Terms (if any), and any other document or terms referenced above (collectively, the "Hosting Services Agreement").

#### Accepted by Customer (All Fields Required)

Signature:

67.201.107.102

Printed Name: Randall Forsha

Job Title: CTO

Company: S3Gov.com

Date: 2015-09-30T17:05:38.000-05:00

#### Accepted by Rackspace US, Inc

Signature:



Printed Name: William Alberts

Job Title: VP & Associate General Council

Date: 30 September 2015

## Services Description

### Current Customer Information:

Company Name: **Sovereign Sportsman Solutions**  
Data Center: **Ashburn3 (IAD3)**  
Service Level: **Managed**  
Term: **36 months**

### Support Segment

Ashburn3 (IAD3)

- **Segment Support:** Managed Windows Support Segment QTY: 1
  - 1 Hour Hardware Replacement Guarantee
  - 24x7x365 Fanatical Support
  - Automated Server Patching via Microsoft Automatic Update
  - Dedicated Account Management and Business Development Team
  - Included Access to My.Rackspace Portal (Ticket Manager, DNS Manager, Bandwidth and Backup Reports, Doc Center, Knowledgebase, Billing Options)
  - Rackwatch Port Monitoring Service
  - The Rackspace Zero-Downtime Network

### Rackspace Monitoring

Ashburn3 (IAD3)

- **Rackpace Monitoring:** Rackspace Monitoring QTY: 1
  - Automated Customer Notification
  - Choice of 6 Additional Ports to be Monitored (eg. FTP, SSH, DNS, POP3, MS SQL)
  - Option to customize general server availability settings
  - General server availability tested every one (1) minute via Ping under default setting

### VPN Access

Ashburn3 (IAD3)

- **Cisco VPN Access:** Cisco VPN Access - Site to Site QTY: 1
  - 1 Per Site
  - Fully Managed, Software Updates and Management Included
  - Software updates available upon request
- **Encryption Type:** AES Encryption QTY: 1

### Firewall

Ashburn3 (IAD3)

- **Firewall:** Cisco ASA 5515 X High Availability (Pair of Devices) QTY: 1
  - 1000 Mbps Connectivity
  - 600 Mbps Aggregate, 250,000 Concurrent Connections, and 15,000 Connections/Second
  - Stateful packet inspection
  - Fully Managed Device, includes 24x7 Monitoring, Rule Changes and 1 Hour Replacement Guarantee \*
  - Cisco VPN Access - Client to Site: Five (5) included
- **Support:** Cisco ASA5515 X Support QTY: 1

### Load Balancer

Ashburn3 (IAD3)



- **Load Balancer:** Brocade ADX 1000 Load Balancer High Availability (Pair Devices) QTY: 2
  - Service Level: 10Gig - 200,000 connections per second, 9Gb throughput, 16x 1GbE ports, 2x 10GbE ports
  - Service Level: 10Gig + SSL - 200,000 connections per second, 9Gb throughput, 16x 1GbE ports, 2x 10GbE ports, 28,726 SSL CPS
  - Service Level: Base - 50,000 connections per second, 2Gb throughput, 8x 1GbE ports
  - Service Level: Base + SSL - 50,000 connections per second, 2Gb throughput, 8x 1GbE ports, 7,168 SSL CPS
  - Service Level: Performance - 100,000 connections per second, 4.5Gb throughput, 16x 1GbE ports
  - Service Level: Performance + SSL - 100,000 connections per second, 4.5Gb throughput, 16x 1GbE ports, 14,336 SSL CPS
  - Service Level: Performance Plus - 200,000 connections per second, 9Gb throughput, 16x 1GbE ports
  - Service Level: Performance Plus + SSL - 200,000 connections per second, 9Gb throughput, 16x 1GbE ports, 28,726 SSL CPS
  - Fully Managed Device, includes 24x7 Monitoring, Rule Changes and 1 Hour Replacement Guarantee
  - Managed Colocation - One Hour Hardware Replacement Guarantee
- **Support:** Brocade ADX 1000 Support QTY: 1
- **Throughput Capability:** Performance Plus QTY: 1
  - Service Level: Performance Plus - 200,000 connections per second, 9Gb throughput, 16x 1GbE ports
  - Service Level: Performance Plus + SSL - 200,000 connections per second, 9Gb throughput, 16x 1GbE ports, 28,726 SSL CPS
- **SSL Offload:** SSL Offload QTY: 1

32GB Single Processor Hex Core Dedicated Server Haswell (Web Application Servers)

Ashburn3 (IAD3)

- Offer Terms and Conditions
- This is a limited time offer available from August 27, 2015, until October 31, 2015 ("Promotional Period"). This promotional offer is available to new and existing Rackspace customers and is limited to new deployments of the 32GB Single Processor Hex Core Dedicated Server Haswell only. Service Order must be signed during the Promotional Period and a minimum of twelve (12) month contract term is required to qualify for this promotional offer. This promotional offer is available in U.S. datacenters only. Rackspace reserves the right to restrict who may enter into promotions and to change, extend, alter or withdraw this promotional offer at any time based on inventory availability. Limit 20 servers per account at the promotional price.
- Additional fees may apply for optional components and upgrades.
- Any other Rackspace service used in conjunction with this promotional offering shall be billed according to Rackspace's standard pricing terms.
- **Server Platform:** 32GB Single Processor Hex Core Dedicated Server Haswell QTY: 1
- **Processor:** Intel® Xeon® Processor E5-2620 v3, 15M Cache, 2.40 GHz, Hex Core QTY: 1
- **Random Access Memory:** 32GB - HP QTY: 1
- **RAID, Set 1:** RAID 1 QTY: 1
- **Drive Selection, Set 1:** HP 300GB 15K SAS 12Gbps 2.5 in a 3.5 Hybrid Carrier QTY: 2
- **Drive Partitioning:** Rackspace Suggested Partitioning QTY: 1
- **Operating System:** Windows Server 2012 R2 Standard - 64Bit QTY: 1
- **Support:** Server Support QTY: 1
- **Antivirus:** Sophos AntiVirus QTY: 1
- **Backup Agent:** Base Backup Agent QTY: 1
- **MBU Subscription:** Unmetered Managed Backup QTY: 1
  - Captures up to 1500 GB per 24 hours perserver
  - Rackspace - managed shared MBU infrastructure
  - Flat-rate monthly billing - No overages
  - Two (2) free restores per server per month
  - Maximum three (3) sub-clients per server
  - Unlimited data exclusions - Backup only what you need
  - Fully-managed configuration changes
  - Automated and managed backup job failure resolution
  - Managed Backup configuration and backup history on MyRackspace
  - Dedicated network connection for backups
  - Backup and restore times depend on usage of server and network during running process
- **MBU Schedule:** Weekly Full + Daily Incremental QTY: 1
- **MBU Retention Type:** 2 Week On-site Retention (Per GB) QTY: 600
- **Bandwidth:** 2000GB Bandwidth QTY: 1
  - Quantity is in GB
  - Excluding SYD2 Data center
  - Subject to the Bandwidth Pricing Terms referenced in the Product Specific Terms section of the Hosting Services Agreement.



32GB Single Processor Hex Core Dedicated Server Haswell (MSSQL DB Cluster)

Ashburn3 (IAD3)

- Offer Terms and Conditions
- This is a limited time offer available from August 27, 2015, until October 31, 2015 ("Promotional Period"). This promotional offer is available to new and existing Rackspace customers and is limited to new deployments of the 32GB Single Processor Hex Core Dedicated Server Haswell only. Service Order must be signed during the Promotional Period and a minimum of twelve (12) month contract term is required to qualify for this promotional offer. This promotional offer is available in U.S. datacenters only. Rackspace reserves the right to restrict who may enter into promotions and to change, extend, alter or withdraw this promotional offer at any time based on inventory availability. Limit 20 servers per account at the promotional price.
- Additional fees may apply for optional components and upgrades.
- Any other Rackspace service used in conjunction with this promotional offering shall be billed according to Rackspace's standard pricing terms.
- **Server Platform:** 32GB Single Processor Hex Core Dedicated Server Haswell QTY: 1
- **Processor:** Intel® Xeon® Processor E5-2620 v3, 15M Cache, 2.40 GHz, Hex Core QTY: 1
- **Random Access Memory:** 32GB - HP QTY: 1
- **RAID, Set 1:** RAID 1 QTY: 1
- **Drive Selection, Set 1:** HP 300GB 15K SAS 12Gbps 2.5 in a 3.5 Hybrid Carrier QTY: 2
- **Drive Partitioning:** Rackspace Suggested Partitioning QTY: 1
- **Operating System:** Windows Server 2012 R2 Standard - 64Bit QTY: 1
- **Support:** Server Support QTY: 1
- **Antivirus:** Sophos AntiVirus QTY: 1
- **Expansion Connection:** sSAN QTY: 1
- **sSAN Expansion Card:** Single 2-Port Fabric Adapter (1x8Gbps Fibre Channel SFP and 1xEmpty Slot) QTY: 2
- **Backup Agent:** Base + SQL Server Backup Agent QTY: 1
- **MBU Subscription:** Unmetered Managed Backup QTY: 1
  - Captures up to 1500 GB per 24 hours per server
  - Rackspace - managed shared MBU infrastructure
  - Flat-rate monthly billing - No overages
  - Two (2) free restores per server per month
  - Maximum three (3) sub-clients per server
  - Unlimited data exclusions - Backup only what you need
  - Fully-managed configuration changes
  - Automated and managed backup job failure resolution
  - Managed Backup configuration and backup history on MyRackspace
  - Dedicated network connection for backups
  - Backup and restore times depend on usage of server and network during running process
- **MBU Schedule:** Weekly Full + Daily Incremental QTY: 1
- **MBU Retention Type:** 2 Week On-site Retention (Per GB) QTY: 600
- **Bandwidth:** 2000GB Bandwidth QTY: 1
  - Quantity is in GB
  - Excluding SYD2 Data center
  - Subject to the Bandwidth Pricing Terms referenced in the Product Specific Terms section of the Hosting Services Agreement.
- **Database License:** Microsoft SQL2014 Standard Edition QTY: 3



32GB Single Processor Hex Core Dedicated Server Haswell (MSSQL DB Cluster)

Ashburn3 (IAD3)

- Offer Terms and Conditions
- This is a limited time offer available from August 27, 2015, until October 31, 2015 ("Promotional Period"). This promotional offer is available to new and existing Rackspace customers and is limited to new deployments of the 32GB Single Processor Hex Core Dedicated Server Haswell only. Service Order must be signed during the Promotional Period and a minimum of twelve (12) month contract term is required to qualify for this promotional offer. This promotional offer is available in U.S. datacenters only. Rackspace reserves the right to restrict who may enter into promotions and to change, extend, alter or withdraw this promotional offer at any time based on inventory availability. Limit 20 servers per account at the promotional price.
- Additional fees may apply for optional components and upgrades.
- Any other Rackspace service used in conjunction with this promotional offering shall be billed according to Rackspace's standard pricing terms.
- **Server Platform:** 32GB Single Processor Hex Core Dedicated Server Haswell QTY: 1
- **Processor:** Intel® Xeon® Processor E5-2620 v3, 15M Cache, 2.40 GHz, Hex Core QTY: 1
- **Random Access Memory:** 32GB - HP QTY: 1
- **RAID, Set 1:** RAID 1 QTY: 1
- **Drive Selection, Set 1:** HP 300GB 15K SAS 12Gbps 2.5 in a 3.5 Hybrid Carrier QTY: 2
- **Drive Partitioning:** Rackspace Suggested Partitioning QTY: 1
- **Operating System:** Windows Server 2012 R2 Standard - 64Bit QTY: 1
- **Support:** Server Support QTY: 1
- **Antivirus:** Sophos AntiVirus QTY: 1
- **Expansion Connection:** sSAN QTY: 1
- **sSAN Expansion Card:** Single 2-Port Fabric Adapter (1x8Gbps Fibre Channel SFP and 1xEmpty Slot) QTY: 2
- **Backup Agent:** Base + SQL Server Backup Agent QTY: 1
- **MBU Subscription:** Unmetered Managed Backup QTY: 1
  - Captures up to 1500 GB per 24 hours per server
  - Rackspace - managed shared MBU infrastructure
  - Flat-rate monthly billing - No overages
  - Two (2) free restores per server per month
  - Maximum three (3) sub-clients per server
  - Unlimited data exclusions - Backup only what you need
  - Fully-managed configuration changes
  - Automated and managed backup job failure resolution
  - Managed Backup configuration and backup history on MyRackspace
  - Dedicated network connection for backups
  - Backup and restore times depend on usage of server and network during running process
- **MBU Schedule:** Weekly Full + Daily Incremental QTY: 1
- **MBU Retention Type:** 2 Week On-site Retention (Per GB) QTY: 600
- **Bandwidth:** 2000GB Bandwidth QTY: 1
  - Quantity is in GB
  - Excluding SYD2 Data center
  - Subject to the Bandwidth Pricing Terms referenced in the Product Specific Terms section of the Hosting Services Agreement.

Enhanced Shared SAN

Ashburn3 (IAD3)

- Shared SAN storage may only be used on a Rackspace provided and supported operating system (OS).
- You must provide Rackspace root access to your hosted system.
- If you fail to maintain a supported OS or remove root access, your hosted system will be considered Unsupported as defined in your Terms and Conditions and Rackspace, at it's sole discretion, may cancel your Shared SAN services without penalty.
- **Storage Service:** Enhanced Shared SAN - Gold QTY:900
  - Enhanced Shared SAN storage comes in increments of 25GB up to 100TB
  - There is also a minimum upgrade size of 50GB for existing Shared SAN storage configurations ( smallest amount which may be added post initial deployment ).
  - There is a minimum 100GB purchase per server or cluster ( all of which must be presented to the server or cluster it was purchased for ), and a minimum LUN size of 50GB.
  - The total quantity amount will supersede the total LUN configuration details should they differ
  - Quantity is in Gigabytes
- **Support:** Shared SAN Support QTY: 900
- **Associated To:** 32GB Single Processor Hex Core Dedicated Server Haswell (MSSQL DB Cluster )
- **Associated To:** 32GB Single Processor Hex Core Dedicated Server Haswell (MSSQL DB Cluster )

**Hosting Solution Maintenance.**

Client is not entitled to a credit for downtime or outages resulting from S3 scheduled and/or State requested off cycle Maintenance.

For the purposes of the Service Level Guaranty, Maintenance shall mean:

- a. S3 Rackspace maintenance windows - modification or repairs to shared infrastructure, such as core routing or switching infrastructure that we have provided notice of at least 72 hours in advance, that occurs during off peak hours in the time zone where the data center is located;
- b. Scheduled customer maintenance – maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;
- c. Emergency maintenance – critical unforeseen maintenance needed for the security or performance of your configuration or S3 / Rackspace's network.

**Quarterly & Bi-Annual Infrastructure & Product Reviews**

S3 will conduct formal reviews on a quarterly and bi-annual basis to assess the client's need for updates to the client solution. It will be determined during these reviews if solution maintenance, upgrades, and/or changes to the current solution and/or infrastructure to further accommodate the needs of the State and/or further ensure the performance of the hosted solution. It will be determined collectively at that time with S3 and the State client whether or not changes or updates are required. If they are, S3 will coordinate with the State to schedule a maintenance window during which the updates, changes, and/or modifications to either the hosting infrastructure and/or the S3 hosted solution will be performed.

