



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doit

**Denis Goulet**  
*Commissioner*

May 6, 2019

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

**REQUESTED ACTION**

1. Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Revenue Administration (DRA), to enter into a **sole source** contract amendment with First Data Government Solutions (FDGS), formerly GovConnect, 11311 Cornell Park Drive, Cincinnati OH, 45242, Vendor #175900, by increasing the amount of the contract by \$337,440, from \$2,052,240 to \$2,389,680, for system operation and technical support, tax year changes and application enhancements.
2. Authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2019 to June 30, 2022, effective upon Governor and Council approval.

The Governor and Executive Council approved the original contract on September 4th, 2002, Item #34, and further amended on June 4, 2003 Item #53, November 2, 2005 Item #11, April 1, 2009 Item #8, June 8, 2011 Item #7, June 19, 2013 Item #20, May 23, 2014 Item #3, June 24, 2015 Item #103 and June 1, 2016 Item #50.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the DRA to reimburse DoIT is 100% General funds. Funds are anticipated to be available in SFY 2020 through SFY 2022 depending on availability and continued appropriation of funds with authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB #	AMOUNT
2020	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 120,480.00
2021	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 108,480.00
2022	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 108,480.00
	<b>TOTAL</b>		<b>\$ 337,440.00</b>

### EXPLANATION

This agreement is **sole source** because First Data Government Solutions is the owner of this proprietary software and all intellectual property rights of the e-File application and no other vendor may maintain this application for the State of New Hampshire. DRA plans to replace this contract with functionality included in the new RIMS tax system. Meals and Rentals will transition to the new GenTax solution in October, 2019. The decrease in funds in SFY21 and SFY22 is due to a planned sunset of the telefile system in January, 2020.

This request funds the system operation, technical support, and the change requests for tax year changes and application enhancements. It provides funding for an annual Service Organization Control (SOC1) audit and reporting of the hosted Web and IVR ePay and Filing application. This effort is to mitigate several findings by the State of NH Legislative Budget Assistant (LBA) audits. Extending the contract for three (3) years and increasing the contract funding will support the DRA's mission of collecting revenue in the most efficient and timely manner.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Denis Goulet", followed by the word "For" in a similar script.

Denis Goulet  
Commissioner  
Department of Information  
Technology

DG/ik  
RID # 41792  
2003-004J



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.doit.nh.gov

Denis Goulet  
Commissioner

May 6, 2019

Commissioner Lindsey M. Stepp  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Commissioner Stepp,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source amendment with First Data Government Solutions (FDGS), as described below and referenced as DoIT No. 2003-004J.

This is a request to amend the existing e-filing software contract with First Data Government Solutions for continued support, maintenance, tax year changes and application updates to the current e-filing system. The contract term will be extended for an additional three years.

This amendment will increase the contract price by \$337,440, from \$2,052,240 to \$2,389,680 and extend the contract end date from June 30, 2019 to June 30, 2022, effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter will be included in the DoIT submission to Governor and Executive Council for approval.

Sincerely,

*Denis Goulet*  
Denis Goulet

DG/ik  
2003-004J  
RID #41792

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT J**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #NHDRA-2003-004, on September 4<sup>th</sup>, 2002, Item #34, and further amended on June 4, 2003 Item #53, November 2, 2005 Item #11, April 1, 2009 Item #8, June 8, 2011 Item #7, June 19, 2013 Item #20, May 23, 2014 Item #3, June 24, 2015 Item #103 and June 1, 2016 Item #50 (herein after referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GOVCONNECT) (hereinafter referred to as "Contractor" or "FDGS") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Dept of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to increase the Contract ending date from June 30<sup>th</sup> 2019 to June 30<sup>th</sup> 2022.

WHEREAS, the Department wishes to increase the contract price by \$337,440 to bring the total contract price from \$2,052,240 to \$2,389,680.

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30<sup>th</sup>, 2022.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$2,052,240 (as established in Amendment H) to \$2,389,680.

The Scope of Work/Services and Exhibits of the Agreement is hereby amended as described in Table 1:

Contract # 2003-004 Exhibit A Section Number	AMENDED TEXT
Section 1.2	Delete section 1.2 and replace with the following:  Period of Performance: This contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30 <sup>th</sup> 2022.

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT J**

<b>Section 14</b>	<p>Add the following chart to "DELIVERABLES/MILESTONES"</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="width: 40%;">Deliverable</th><th style="width: 15%;">FY20</th><th style="width: 15%;">FY21</th><th style="width: 15%;">FY22</th></tr> <tr> <td>Perform annual Service Organization Control(SOC 1) audit and deliver SOC 1 report</td><td style="text-align: center;">\$13,000.00</td><td style="text-align: center;">\$13,000.00</td><td style="text-align: center;">\$13,000.00</td></tr> </table> <p style="margin-top: 10px;">The SOC 1 report may contain proprietary, confidential information relating to trade secrets of the Contractor. The parties agree that the Department shall not disclose any such information to the extent consistent with applicable state and federal law, including New Hampshire's Right-to-Know Law, RSA chapter 91-A, and New Hampshire's Uniform Trade Secrets Act, RSA chapter 350-B. The Department shall use reasonable efforts to maintain the confidentiality of any such information, and shall not share it with employees apart from on a need-to-know basis. The Department shall use reasonable efforts to notify Contractor of any requests for disclosure of an SOC 1 report sufficiently in advance of making the disclosure to allow Contractor a reasonable opportunity to object to the disclosure.</p>	Deliverable	FY20	FY21	FY22	Perform annual Service Organization Control(SOC 1) audit and deliver SOC 1 report	\$13,000.00	\$13,000.00	\$13,000.00							
Deliverable	FY20	FY21	FY22													
Perform annual Service Organization Control(SOC 1) audit and deliver SOC 1 report	\$13,000.00	\$13,000.00	\$13,000.00													
<b>Contract # 2003-004 Exhibit B Section Number</b>	<b>AMENDED TEXT</b>															
<b>Introduction</b>	<p>Delete the introductory paragraph and replace with the following language:</p> <p style="margin-top: 10px;">We understand this contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30<sup>th</sup> 2022 with optional annual extensions for applications support, enhancements and hosting unless otherwise agreed upon by the DoIT and FDGS. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.</p>															
<b>Section 2</b>	<p>Update the "OPTIONAL EXTENSIONS FOR HOSTING SERVICES CHART" chart to include the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th colspan="3">Table 2 Contract 2003-004 Internet Filing</th></tr> <tr> <th style="width: 25%;">NOTIFICATION DATE</th><th style="width: 50%;">PERIOD AND ANNUAL COST</th><th style="width: 25%;">PAYMENTS</th></tr> <tr> <td style="text-align: center;">5/1/19</td><td>7/1/2019-6/30/2020 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year</td><td>Monthly @ \$5040.00 plus actual phone and change order charges</td></tr> <tr> <td style="text-align: center;">5/1/20</td><td>7/1/2020-6/30/2021 Hosting: \$60,480.00 Plus change orders not to exceed \$35,000.00/year</td><td>Monthly @ \$5040.00</td></tr> <tr> <td style="text-align: center;">5/1/21</td><td>7/1/2021-6/30/2022 Hosting: \$60,480.00</td><td>Monthly @ \$5040.00</td></tr> </table>	Table 2 Contract 2003-004 Internet Filing			NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS	5/1/19	7/1/2019-6/30/2020 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges	5/1/20	7/1/2020-6/30/2021 Hosting: \$60,480.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00	5/1/21	7/1/2021-6/30/2022 Hosting: \$60,480.00	Monthly @ \$5040.00
Table 2 Contract 2003-004 Internet Filing																
NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS														
5/1/19	7/1/2019-6/30/2020 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges														
5/1/20	7/1/2020-6/30/2021 Hosting: \$60,480.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00														
5/1/21	7/1/2021-6/30/2022 Hosting: \$60,480.00	Monthly @ \$5040.00														



Initial all pages  
 Vendor Initials \_\_\_\_\_

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT J**

		Plus change orders not to exceed \$35,000.00/year	
TOTAL	Hosting: \$ 1,016,640 Phones: \$ 172,000 Change Orders: \$ 564,600		
GRAND TOTAL	\$1,753,240		

Section 3	Add the following "HOURLY RATES FOR FUTURE ENHANCEMENTS" chart:			
	<b>IT SERVICES</b>	<b>Rate-</b>	<b>Rate-</b>	<b>Rate-</b>
	<b>Position Title</b>	<b>FY2017</b>	<b>FY2018</b>	<b>FY2019</b>
	Project Manager	\$130.00	\$130.00	\$130.00
	Database Analyst	\$130.00	\$130.00	\$130.00
	Senior Programmer Analyst	\$130.00	\$130.00	\$130.00
	Database Administrator	\$130.00	\$130.00	\$130.00
	Area Manager	\$240.00	\$240.00	\$240.00
	Solutions Manager	\$145.00	\$145.00	\$145.00
	Business Analysts	\$130.00	\$130.00	\$130.00
	Applications Engineer	\$130.00	\$130.00	\$130.00
	AQ REP	\$130.00	\$130.00	\$130.00
	Staging Engineer	\$130.00	\$130.00	\$130.00
	Training	\$130.00	\$130.00	\$130.00

  
 Initial all pages \_\_\_\_\_  
 Vendor Initials \_\_\_\_\_

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT J**

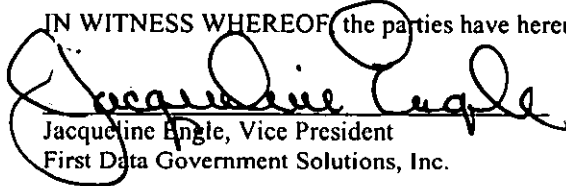
AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
2003-004	Original Contract	09/04/2002 Item #34	\$710,000.00
2003-004A	First Amendment (A)	06/04/2003 Item #53	\$ 43,960.00
2003-004B	Second Amendment (B)	11/02/2005 Item #11	N/A Assignment by DRA to OIT
2003-004C	Third Amendment (C)	11/02/2005 Item #11	\$109,600.00
2003-004D	Fourth Amendment (D)	04/01/2009 Item #8	\$214,960.00
2003-004E	Fifth Amendment (E)	06/08/2011 Item #7	\$214,960.00
2003-004F	Sixth Amendment (F)	6/19/2013 Item #20	\$214,960.00
2003-004G	Seventh Amendment (G)	5/23/2014 Item #3	\$74,880.00
2003-004H	Eighth Amendment (H)	06/24/2015 Item #103	\$107,480.00
2003-004I	Ninth Amendment (I)	06/01/2016 Item #50	\$361,440.00
2003-004J	Tenth Amendment (J)	Upon G&C Approval	\$337,440.00
	CONTRACT TOTAL		\$2,389,680.00

  
 Initial all pages  
 Vendor Initials \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT J

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.

  
Jacqueline Eagle, Vice President  
First Data Government Solutions, Inc.

Date: 4-16-19

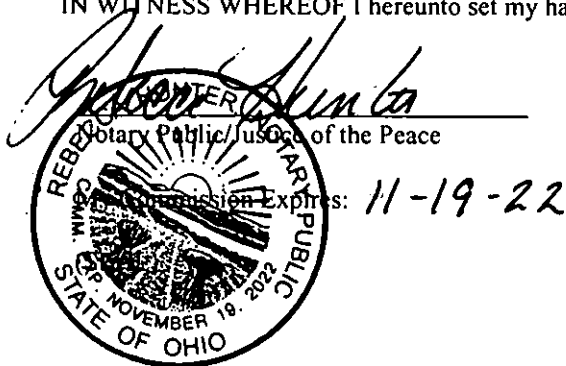
Corporate Signature Notarized:

STATE OF Ohio

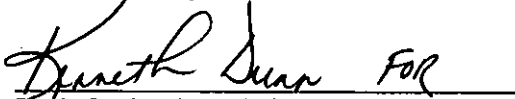
COUNTY OF Hamilton

On this the 16th day of April, 2019, before me, Jacqueline Eagle, the undersigned Officer Jacqueline Eagle, personally appeared and acknowledged her/himself to be the Vice President of First Data Government Solutions, Inc., as such Jacqueline Eagle authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Vice President.

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

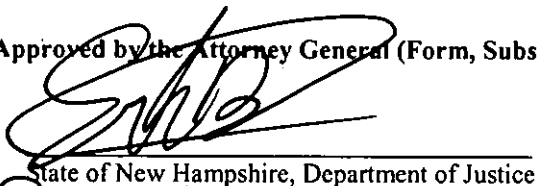


State of New Hampshire

  
Denis Goulet, Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 5-7-19

Approved by the Attorney General (Form, Substance and Execution)

  
State of New Hampshire, Department of Justice

Date: 6/4/2019

Initial all pages  
Vendor Initials \_\_\_\_\_

# State of New Hampshire

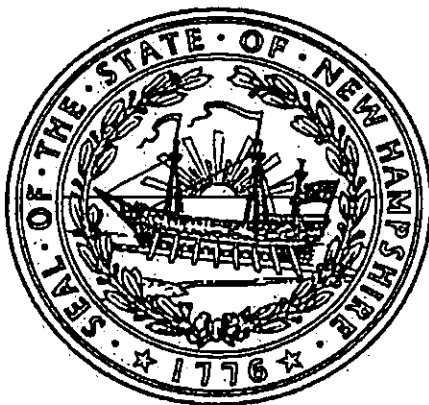
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIRST DATA GOVERNMENT SOLUTIONS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 16, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 302748

Certificate Number: 0004497087



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

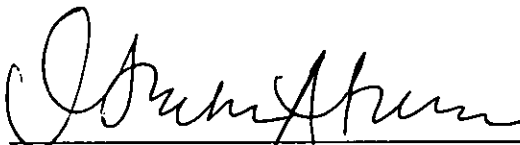
# FIRST DATA GOVERNMENT SOLUTIONS, LP

## Officer's Certificate

The undersigned, Gretchen A. Herron, hereby certifies that she is a duly elected Vice President & Assistant Secretary of First Data Government Solutions, LP (the "LP"), a Delaware limited partnership, and does hereby further certify to the following,

- Jacqueline Engle holds the position of Vice President of the LP and is authorized by the LP to execute agreements on behalf of the LP.

IN WITNESS WHEREOF, I have executed this Certificate as of this 4<sup>th</sup> day of June, 2019.

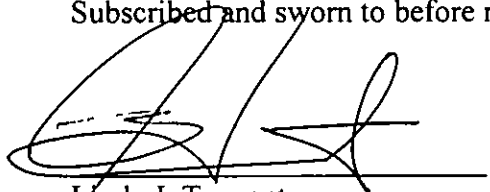


Gretchen A. Herron  
Vice President & Assistant Secretary

State of Nebraska     )  
                                  ) SS.:  
County of Douglas    )

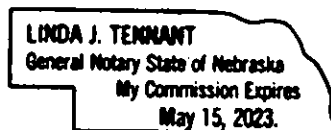
On this 4<sup>th</sup> day of June, 2019, before me a Notary Public in and for the State and County aforesaid, personally appeared Gretchen A. Herron, Vice President & Assistant Secretary of First Data Government Solutions, LP (the "LP"), a Delaware limited partnership.

Subscribed and sworn to before me on the day, month, and year first above set forth.



Linda J. Tennant  
NOTARY PUBLIC

Commission Expires: May 15, 2023



(Notarial seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2018

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Willis Ins Serv of Atlanta Inc Concourse Corporate Center Five Atlanta GA 30328	<b>CONTACT NAME:</b> Ashley Griswell	
	<b>PHONE (A/C No. Ext):</b> 404-302-3835 <b>FAX (A/C No):</b> 404-224-5001	
<b>INSURED</b> First Data Government Solutions 5565 Glenridge Connector NE, GH-13 Atlanta, GA 30342-1335	<b>E-MAIL ADDRESS:</b> ashley.griswell@willistowerswatson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Safety National Casualty Corporation	15105
	<b>INSURER B:</b> Everest National Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1394266795

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 INSR	SUBR YWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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			GL4056109	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAF4057828	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XC3CU00020-191	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	LDS4056114 (AOS) PS4056115 (WI)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
First Data Government Solutions/GovConnect.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
Department of Information Technology  
27 Hazen Drive, Attn: Chief Information Officer  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



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

Denis Goulet  
Commissioner

May 13, 2016

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

**REQUESTED ACTION**

1. Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Revenue Administration (DRA), to enter into a **sole source** amendment of the existing agreement between the Department of Information Technology and First Data Government Solutions (FDGS), formerly GovConnect, 11311 Cornell Park Drive, Cincinnati OH, 45242, Vendor #175900, by increasing the amount of the contract by \$361,440.00, from \$1,690,800.00 to \$2,052,240.
2. Authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2016 to June 30, 2019, effective upon Governor and Council approval.

Funds are available in the following accounts for State Fiscal Year (SFY) 2017 and are anticipated to be available in SFY 2018 and SFY 2019 depending on availability and continued appropriation of funds with authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified. **100% General Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC		
2017	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 120,480.00
2018	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 120,480.00
2019	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 120,480.00
		<b>GRAND TOTAL</b>	<b>\$ 361,440.00</b>

## EXPLANATION

This agreement is sole source because First Data Government Solutions is the owner of this proprietary software and all intellectual property rights of the e-File application and no other vendor may maintain this application for the State of New Hampshire.

The RFP was issued in July 2002 and awarded to GovConnect Inc. from among three (3) submitting vendors. GovConnect provided DRA with a vendor-developed system with proprietary software built to our specifications. GovConnect houses both the application and the data and provides taxpayers 24/7 access. The contract was approved on September 4, 2002, Item #34, and subsequently amended on June 4, 2003 Item #53; November 2, 2005 Item #11; April 1, 2009 Item #8; June 8, 2011 Item #7; June 19, 2013 Item #20; May 23, 2014 Item#3; June 24, 2015 Item #103.

The contract amendment DRA-2003-004A was approved by Governor and Council on June 4, 2003 item # 53 for the purchase of a change order in connection with the development of internet filing of Interest & Dividend tax returns and Meal and Rentals returns and payments. The amendment increased the contract by \$43,960.

The contract amendment DRA-2003-004B assigned the contract to DoIT as the funds had been transferred from DRA to DoIT (DRA Class 27) as stated above.

The contract amendment DRA-2003-004C provided for programming and implementing the annual tax year changes for electronic filing of tax returns and payments and allowed for any DRA initiated changes and updates to the electronic tax filing application for two (2) years.

The contract amendment DRA-2003-004D provided for programming and implementing the annual tax year changes for electronic filing of tax returns and payments and allowed for any DRA initiated changes and updates to the electronic tax filing application for two (2) years.

The contract amendment DRA-2003-004E provided for programming and implementing the annual tax year changes for electronic filing of tax returns and payments and allowed for any DRA initiated changes and updates to the electronic tax filing application for two (2) years.

The contract amendment DRA-2003-004F provided for programming and implementing the annual tax year changes for electronic filing of tax returns and payments and allowed for any DRA initiated changes and updates to the electronic tax filing application for two (2) years.

The contract amendment DRA-2003-004G provided for programming and implementing the ability to accept credit card payments for all tax filings.

The contract amendment DRA-2003-004H provided for programming and implementing the annual tax year changes for electronic filing of tax returns and payments and allowed for any DRA initiated changes and updates to the electronic tax filing application for one (1) years.

Amendment I further extends the support and maintenance of the system for three (3) years and allows for any DRA initiated changes and updates to the electronic tax filing application, while an RFP is being developed to replace this system.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 13, 2016  
Page 3

The original contract was awarded based on three (3) separate vendors' responses to the RFP. Additionally, FDGS supports the hosting of the application via a web interface and a voice recognition system tailored to NH DRA's requirements. Taxpayer access to the payment systems is available 24/7 365 days a year.

The DRA in conjunction with DoIT did investigate the feasibility of providing this service in-house; however, a rough estimate put the cost at over \$300,000 just for the new programming and did not include cost of equipment or support.

DRA has prepared a Request for Proposal for an updated Web Filing application that offers the current features with a new, more modern look and feel. The RFP was cancelled since the only qualified proposal quoted a solution that far exceeded DRA's available funds. The web functionality is being incorporated in to the Revenue Information Management System (RIMS). The new system will incorporate current day practices and display content that is easy to use and intuitive.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,



Denis Goulet  
Commissioner  
Department of Information Technology

DG/ltn  
RID #18356  
2003-004I



**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.doit.nh.gov](http://www.doit.nh.gov)

**Denis Goulet**  
*Commissioner*

March 18, 2016

Commissioner John Beardmore  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Commissioner Beardmore,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with First Data Government Solutions (FDGS), as described below and referenced as DoIT No. 2003-0041.

This is a request for approval to amend an existing e-filing software contract to extend the contract term through June 30, 2019 and to increase contract funding by \$361,440, from \$1,690,800 to a new total of \$2,052,240 for ongoing support and maintenance. This amendment shall be effective upon Governor and Executive Council approval through June 30, 2019.

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

Sincerely,

*Suzanne Cukky*  
for Denis Goulet

DG/mh  
2003-0041  
RID 18356

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT I**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #NHDRA-2003-004, on September 4<sup>th</sup>, 2002, Item #34, and further amended on June 4, 2003 Item #53, November 2, 2005 Item #11, April 1, 2009 Item #8, June 8, 2011 Item #7, June 19, 2013 Item #20, May 23, 2014 Item#3 and June 24, 2015 Item #103 (herein after referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GOVCONNECT) (hereinafter referred to as "Contractor " or "FDGS") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Dept of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to increase the Contract ending date from June 30<sup>th</sup> 2016 to June 30<sup>th</sup> 2019.

WHEREAS, the Department wishes to increase the contract price by \$361,440 to bring the total contract price from \$1,690,800 to \$2,052,240.

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30<sup>th</sup>, 2019.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,690,800 (as established in Amendment H) to \$2,052,240.

The Scope of Work/Services and Exhibits of the Agreement is hereby amended as described in Table 1:

Contract # 2003-004 Exhibit A Section Number	AMENDED TEXT
Section 1.2	Delete section 1.2 and replace with the following:  Period of Performance: This contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30 <sup>th</sup> 2019.

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT I**

<b>Section 12</b>	Delete the escalation chart in Section 12 and replace it with:																				
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 15%;">LEVEL</th><th style="width: 25%;">FDGS</th><th style="width: 25%;">NH DoIT</th><th style="width: 35%;">ALLOTTED TIME</th></tr> <tr> <td>Primary</td><td>Bonnie Bausmith, Client Services</td><td>Karen Sampson, IT Leader</td><td>3 Business Days</td></tr> <tr> <td>First</td><td>Gerhard Milkuhn, Director, Client Services</td><td>Michael O'Neil, ASD Director</td><td>5 Business Days</td></tr> <tr> <td>Second</td><td>Lauren Harris, Relationship Manager</td><td>Michael O'Neil, ASD Director</td><td>10 Business Days</td></tr> <tr> <td>Third</td><td>David Natelson, VP Government Solutions</td><td>Denis Goulet, Commissioner</td><td>10 Business Days</td></tr> </table>	LEVEL	FDGS	NH DoIT	ALLOTTED TIME	Primary	Bonnie Bausmith, Client Services	Karen Sampson, IT Leader	3 Business Days	First	Gerhard Milkuhn, Director, Client Services	Michael O'Neil, ASD Director	5 Business Days	Second	Lauren Harris, Relationship Manager	Michael O'Neil, ASD Director	10 Business Days	Third	David Natelson, VP Government Solutions	Denis Goulet, Commissioner	10 Business Days
LEVEL	FDGS	NH DoIT	ALLOTTED TIME																		
Primary	Bonnie Bausmith, Client Services	Karen Sampson, IT Leader	3 Business Days																		
First	Gerhard Milkuhn, Director, Client Services	Michael O'Neil, ASD Director	5 Business Days																		
Second	Lauren Harris, Relationship Manager	Michael O'Neil, ASD Director	10 Business Days																		
Third	David Natelson, VP Government Solutions	Denis Goulet, Commissioner	10 Business Days																		
<b>Section 14</b>	Add the following chart to "DELIVERABLES/MILESTONES"																				
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 45%;">Deliverable</th><th style="width: 15%;">FY17</th><th style="width: 15%;">FY18</th><th style="width: 25%;">FY19</th></tr> <tr> <td>Perform annual Service Organization Control(SOC 1) audit and deliver SOC 1 report</td><td>\$13,000.00</td><td>\$13,000.00</td><td>\$13,000.00</td></tr> </table> <p>The SOC 1 report may contain proprietary, confidential information relating to trade secrets of the Contractor. The parties agree that the Department shall not disclose any such information to the extent consistent with applicable state and federal law, including, but not limited to, New Hampshire's Right-to-Know Law, RSA chapter 91-A, and New Hampshire's Uniform Trade Secrets Act, RSA chapter 350-B. The Department shall use reasonable efforts to maintain the confidentiality of any such information, and shall not share it with employees apart from on a need-to-know basis. The Department shall use reasonable efforts to notify Contractor of any requests for disclosure of an SOC 1 report sufficiently in advance of making the disclosure to allow Contractor a reasonable opportunity to object to the disclosure.</p>	Deliverable	FY17	FY18	FY19	Perform annual Service Organization Control(SOC 1) audit and deliver SOC 1 report	\$13,000.00	\$13,000.00	\$13,000.00												
Deliverable	FY17	FY18	FY19																		
Perform annual Service Organization Control(SOC 1) audit and deliver SOC 1 report	\$13,000.00	\$13,000.00	\$13,000.00																		
<b>Contract # 2003-004</b> <b>Exhibit B</b> <b>Section Number</b>	<b>AMENDED TEXT</b>																				
<b>Introduction</b>	Delete the introductory paragraph and replace with the following language:  We understand this contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30 <sup>th</sup> 2019 with optional annual extensions for applications support, enhancements and hosting unless otherwise agreed upon by the DoIT and FDGS. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.																				

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT I**

Section 2	Delete "OPTIONAL EXTENSIONS FOR HOSTING SERVICES CHART" replace with the following chart:	
<b>Table 2 Contract 2003-004 Internet Filing</b>		
<b>NOTIFICATION DATE</b>	<b>PERIOD AND ANNUAL COST</b>	<b>PAYMENTS</b>
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2009	7/1/2009-6/30/2010 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges.
5/1/2010	7/1/2010-6/30/2011 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2011	7/1/2011-6/30/2012 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2012	7/1/2012-6/30/2013 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2013	7/1/2013-6/30/2014 Hosting: \$60,480.00	Monthly @ \$5040.00 plus actual phone and

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT I**

	Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	change order charges
5/1/2014	7/1/2014-6/30/2015 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2015	7/1/2015-6/30/2016 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2016	7/1/2016-6/30/2017 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2017	7/1/2017-6/30/2018 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/18	7/1/2018-6/30/2019 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
TOTAL	Hosting: \$ 835,200 Phones: \$ 160,000 Change Orders: \$ 459,600	
GRAND TOTAL	\$1,454,800	

Section 3	Add the following "HOURLY RATES FOR FUTURE ENHANCEMENTS" chart:		
IT SERVICES Position Title	Rate- FY2017	Rate- FY2018	Rate- FY2019
Project Manager	\$130.00	\$130.00	\$130.00
Database Analyst	\$130.00	\$130.00	\$130.00
Senior Programmer Analyst	\$130.00	\$130.00	\$130.00
Database Administrator	\$130.00	\$130.00	\$130.00
Area Manager	\$240.00	\$240.00	\$240.00
Solutions Manager	\$145.00	\$145.00	\$145.00
Business Analysts	\$130.00	\$130.00	\$130.00
Applications Engineer	\$130.00	\$130.00	\$130.00

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT I**

	AQ REP	\$130.00	\$130.00	\$130.00	
	Staging Engineer	\$130.00	\$130.00	\$130.00	
	Training	\$130.00	\$130.00	\$130.00	

Initial all pages  
Vendor Initials

DoIT Contract Amendment v1.0 (4/15)  
Page 5 of 7

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT I**

AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
2003-004	Original Contract	09/04/2002 Item #34	\$710,000.00
2003-004A	First Amendment (A)	06/04/2003 Item #53	\$ 43,960.00
2003-004B	Second Amendment (B)	11/02/2005 Item #11	N/A Assignment by DRA to OIT
2003-004C	Third Amendment (C)	11/02/2005 Item #11	\$109,600.00
2003-004D	Fourth Amendment (D)	04/01/2009 Item #8	\$214,960.00
2003-004E	Fifth Amendment (E)	06/08/2011 Item #7	\$214,960.00
2003-004F	Sixth Amendment (F)	6/19/2013 Item #20	\$214,960.00
2003-004G	Seventh Amendment (G)	5/23/2014 Item #3	\$74,880.00
2003-004H	Seventh Amendment (H)	06/24/2015 Item #103	\$107,480.00
2003-004I	Eighth Amendment (I)	Upon G&C Approval	\$361,440.00
	<b>CONTRACT TOTAL</b>		<b>\$2,052,240.00</b>

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT I

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
Jacie Engle, Vice President  
First Data Government Solutions, Inc.

Date: 04.22.2016

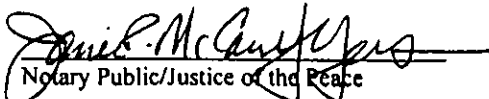
Corporate Signature Notarized:

STATE OF OHIO

COUNTY OF HAMILTON

On this the 22 day of April, 2016, before me, a notary public, the undersigned Officer Jacie Engle, personally appeared and acknowledged her/himself to be the Vice President of First Data Government Solutions a corporation, and that she/he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Vice President.

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

  
Notary Public/Justice of the Peace

My Commission Expires:


(SEAL)

9/11/17

Janie P McCauley-Myers  
Notary Public, State of Ohio  
My commission expires September 11, 2017

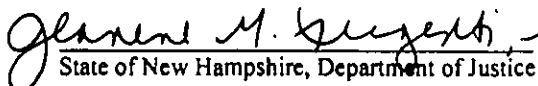


State of New Hampshire

  
Denis Goulet, Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 5/16/2016

Approved by the Attorney General (Form, Substance and Execution)

  
Glenne M. Sargent, Atty.  
State of New Hampshire, Department of Justice

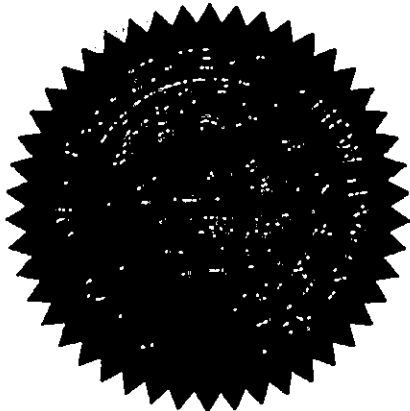
Date: 5/17/16

# 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 FIRST DATA GOVERNMENT SOLUTIONS, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 16, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26<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

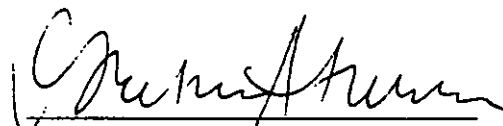
FIRST DATA GOVERNMENT SOLUTIONS, INC.

CERTIFICATE

The undersigned, Gretchen A. Herron, hereby certifies that she is a duly elected Assistant Secretary of First Data Government Solutions, Inc. (the "Corporation"), a Delaware corporation, and does hereby further certify to the following:

- I maintain and have custody of the minutes of the Corporation.
- I am duly authorized to issue certificates with respect to the contents of such books.
- The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation in a unanimous written consent in lieu of a meeting of the said Board of Directors executed on June 1, 2015 which action has the same force and effect as a meeting duly held in accordance with Delaware law and the by-laws of the Corporation
- That Jacie Engle is a duly elected Vice President of this Corporation.
- The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate as of this 2<sup>nd</sup> day of May, 2016.



Gretchen A. Herron  
Assistant Secretary

State of Nebraska     )  
                                  ) SS.:  
County of Douglas    )

On this 2nd day of May, 2016, before me a Notary Public in and for the State and County aforesaid, personally appeared Gretchen A. Herron, Assistant Secretary of First Data Government Solutions, Inc., a Delaware corporation.

Subscribed and sworn to before me on the day, month, and year first above set forth.



Linda J. Tennant  
NOTARY PUBLIC

Commission Expires: May 15, 2019



(Notarial seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/8/2015

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> Willis Ins Serv of Atlanta Inc 5 Concourse Pkwy NE 18th Floor Atlanta GA 30328		<b>CONTACT</b> NAME: Ashley Mullins PHONE (A/C No. Ext): 404-224-5000 FAX (A/C No.): 404-224-5001 E-MAIL: Ashley.Mullins@willis.com ADDRESS: Ashley.Mullins@willis.com	
<b>INSURED</b> First Data Government Solutions, Inc. 5565 Glenridge Connector NE, GH-13 Atlanta, GA 30342-1335		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>FIRSDAT</b>		<b>NAIC #</b>	
		INSURER A: New Hampshire Ins. Co. 23841	
		INSURER B: National Union Fire Ins Co of Pitt. 19445	
		INSURER C: Liberty Insurance Corp 42404	
		INSURER D: National Union Fire Ins. Co. 19445	
		INSURER E: Illinois National Insurance Company 23817	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 269282304

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC		2039120	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000		TH7-651-291493-016	1/1/2016	1/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	068022386 (IL, KY, NC, NH, UT, VT) 068022385 (AOS) 068022387 (NJ, PA) 068022388 (AK, AZ, VA) 068022390 (ME)	1/1/2016 1/1/2016 1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$51,000,000 E.L. DISEASE - EA EMPLOYEE \$51,000,000 E.L. DISEASE - POLICY LIMIT \$51,000,000
D E A	Workers Compensation and Employers' Liability		068022392 (CA) 068022391 (FL) 068022389 (MA, ND, OH, WA, VI, WY)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	E.L. Each Accident \$1,000,000 E.L. Disease Ea Empl \$1,000,000 Ea Empl Disease Polic \$1,000,000

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

First Data Government Solutions/GovConnect.

**CERTIFICATE HOLDER****CANCELLATION**State of New Hampshire  
Department of Information Technology  
27 Hazen Drive, Attn: Chief Information Officer  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

Denis Goulet  
Commissioner

June 5, 2015

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

Sole  
source

REQUESTED ACTION

1. Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Revenue Administration (DRA), to enter into a sole source amendment of the existing agreement between the Department of Information Technology and First Data Government Solutions (FDGS), formerly GovConnect, 11311 Cornell Park Drive, Cincinnati OH, 45242, Vendor #175900, by increasing the amount of the contract by \$107,480, from \$1,583,320.00 to \$1,690,800.
2. Authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2015 to June 30, 2016, effective upon Governor and Council approval.

Funds for FY2016 are anticipated to be available in the Department of Information Technology budget contingent upon the appropriation of funds in future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified: 100% General Funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC		
2016	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 107,480.00
		GRAND TOTAL	\$ 107,480.00

EXPLANATION

PO 1033817 is sole source because First Data Government Solutions is the owner of this propriety software and all intellectual property rights of the e-File application and no other vendor may maintain this application for the State of New Hampshire.

The Department of Revenue is currently issuing a number of competitive solicitations to procure software and implementation services for a new tax information system as part of their "Granite to Green," DRA Modernization Initiative. The functionality provided by this electronic filing application will be incorporated into the new system, once implemented. The agency needs to extend this contract with First Data to maintain this convenient tax filing method while the new system is being procured and implemented.

The RFP for the original contract was issued in May 2002 and awarded to GovConnect Inc. (now FDGS) by DRA from among three (3) submitting vendors. GovConnect provided DRA with a vendor-developed system with proprietary software built to our specifications. GovConnect housed both the application and the data and provided taxpayers 24/7 access.

The first contract amendment, was approved by Governor and Council on June 25, 2003, Item # 53, for the purchase of a change order in connection with the development of internet filing of Interest & Dividend Tax returns and Meal and Rentals Tax returns and payments. The amendment increased the contract by \$43,960.

Contract Amendment B, was approved by Governor and Council on November 02, 2005, Item # 11 to assign the contract to the Office of Information Technology as the funds are now budgeted by DoIT as the result of the state's reorganization of its information technology resources.

Contract Amendment C, was approved by Governor and Council on November 02, 2005, Item # 11 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the term of the contract. The amendment increased the contract by \$109,600.

Contract Amendment D was approved by Governor and Council on April 1, 2009, Item # 8 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the next two (2) years. The amendment increased the contract by \$214,960.

Contract Amendment E, approved by Governor and Council on June 8, 2011, Item #7, further extended the support and maintenance of the system for two (2) additional years. The amendment increased the contract amount by \$214,960.

Contract Amendment F, approved by Governor and Council on June 19, 2013, Item #20, continued the support and maintenance of the system for two (2) years and increased the contract amount by \$214,960.

Contract Amendment G, approved by Governor and Council on May 23, 2014, Item #3 enabled First Data to enhance the system to allow credit card payments to the Meals and Rentals Tax, Business Tax (BET/BPT), and Interest and Dividends Tax type. The contract funding amount increased by \$74,880.00, from \$1,508,440.00 to \$1,583,320.00.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
June 5, 2015  
Page 3

Your favorable consideration will be appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Denis Goulet', with a long horizontal flourish extending to the right.

Denis Goulet  
Commissioner  
Dept. of Information Technology

DG/ltn  
RID #16861  
2003-004H



**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.doit.nh.gov](http://www.doit.nh.gov)

**Denis Goulet**  
*Commissioner*

June 5, 2015

Commissioner John Beardmore  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Commissioner Beardmore,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to have the Department of Information Technology amend existing PO number 1033817 Internet Filing Solution, with First Data Government Solutions (formerly GovConnect, Inc.) as described below and referenced as DoIT No.2003-004H.

This is a request for approval to amend an existing e-filing software contract to extend the contract term through June 30, 2016 and to increase contract funding by \$107,480, from \$1,583,320 to a new total of \$1,690,800 for ongoing support and maintenance. This amendment shall be effective upon Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/ltn  
2003-004H

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT H**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #NHDRA-2003-004, on September 4<sup>th</sup>, 2002, Item #34, and further amended on June 4, 2003 Item #53, November 2, 2005 Item #11, April 1, 2009 Item #8, June 8, 2011 Item #7, June 19, 2013 Item #20, and May 23, 2014 Item #3 (herein after referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GOVCONNECT) (hereinafter referred to as "Vendor" or "FDGS") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Dept of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to increase the Contract ending date from June 30<sup>th</sup> 2015 to June 30<sup>th</sup> 2016.

WHEREAS, the Department wishes to increase the contract price by \$107,480 to bring the total contract price to \$1,690,800.

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30<sup>th</sup>, 2016.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,583,320 (as established in Amendment G) to \$1,690,800.

The Scope of Work/Services and Exhibits of the Agreement is hereby amended as described in Table 1:

Section 1.2	
Section 1.2	Delete section 1.2 and replace with the following: Period of Performance: This contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30 <sup>th</sup> 2016

Initial all pages  
Vendor Initials *gfm*

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT H**

**Section 12**

Delete the escalation chart in Section 12 and replace it with:

Primary	Bonnie Bausmith, Client Services	Karen Sampson, IT Leader	3 Business Days
First	Gerhard Milkuhn, Director, Client Services	Christiana Goodwin, ASD Director	5 Business Days
Second	Lauren Harris, Relationship Manager	Christiana Goodwin, ASD Director	10 Business Days
Third	David Natelson, VP Government Solutions	Denis Goulet, Commissioner	10 Business Days

**Introduction**

Delete the introductory paragraph and replace with the following language:

We understand this contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30<sup>th</sup> 2016 with optional annual extensions for applications support, enhancements and hosting unless otherwise agreed upon by the DoIT and FDGS. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.

**Section 2**

Delete "OPTIONAL EXTENSIONS FOR HOSTING SERVICES CHART" replace with the following chart:

Table 2 Contract 2003-004 Internet Filing		
NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to	Monthly @ \$4,800.00 plus actual phone charges

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT H

		exceed \$27,400.00/year.	
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges	
5/1/2009	7/1/2009-6/30/2010 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges.	
5/1/2010	7/1/2010-6/30/2011 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges	
5/1/2011	7/1/2011-6/30/2012 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges	
5/1/2012	7/1/2012-6/30/2013 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges	
5/1/2013	7/1/2013-6/30/2014 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges	
5/1/2014	7/1/2014-6/30/2015 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges	
5/1/2015	7/1/2015-6/30/2016 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges	
TOTAL	Hosting: \$653,760 Phones: \$ 124,000 Change Orders: \$ 354,600		
GRAND TOTAL	\$1,132,360		

Initial all pages  
Vendor Initials *jm*

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT H

Section 3	Add the following "HOURLY RATES FOR FUTURE ENHANCEMENTS" chart: <table><tr><th>IT SERVICES Position Title</th><th>Rate- FY2014</th><th>Rate- FY2015</th><th>Rate- FY2016</th></tr><tr><td>Project Manager</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>Database Analyst</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>Senior Programmer Analyst</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>Database Administrator</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>Area Manager</td><td>\$240.00</td><td>\$240.00</td><td>\$240.00</td></tr><tr><td>Solutions Manager</td><td>\$145.00</td><td>\$145.00</td><td>\$145.00</td></tr><tr><td>Business Analysts</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>Applications Engineer</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>AQ REP</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>Staging Engineer</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr><tr><td>Training</td><td>\$130.00</td><td>\$130.00</td><td>\$130.00</td></tr></table>	IT SERVICES Position Title	Rate- FY2014	Rate- FY2015	Rate- FY2016	Project Manager	\$130.00	\$130.00	\$130.00	Database Analyst	\$130.00	\$130.00	\$130.00	Senior Programmer Analyst	\$130.00	\$130.00	\$130.00	Database Administrator	\$130.00	\$130.00	\$130.00	Area Manager	\$240.00	\$240.00	\$240.00	Solutions Manager	\$145.00	\$145.00	\$145.00	Business Analysts	\$130.00	\$130.00	\$130.00	Applications Engineer	\$130.00	\$130.00	\$130.00	AQ REP	\$130.00	\$130.00	\$130.00	Staging Engineer	\$130.00	\$130.00	\$130.00	Training	\$130.00	\$130.00	\$130.00
IT SERVICES Position Title	Rate- FY2014	Rate- FY2015	Rate- FY2016																																														
Project Manager	\$130.00	\$130.00	\$130.00																																														
Database Analyst	\$130.00	\$130.00	\$130.00																																														
Senior Programmer Analyst	\$130.00	\$130.00	\$130.00																																														
Database Administrator	\$130.00	\$130.00	\$130.00																																														
Area Manager	\$240.00	\$240.00	\$240.00																																														
Solutions Manager	\$145.00	\$145.00	\$145.00																																														
Business Analysts	\$130.00	\$130.00	\$130.00																																														
Applications Engineer	\$130.00	\$130.00	\$130.00																																														
AQ REP	\$130.00	\$130.00	\$130.00																																														
Staging Engineer	\$130.00	\$130.00	\$130.00																																														
Training	\$130.00	\$130.00	\$130.00																																														


Contract Number	Description	Effective Date	Amount
2003-004	Original Contract	09/04/2002 Item #34	\$710,000.00
2003-004A	First Amendment (A)	06/04/2003 Item #53	\$ 43,960.00
2003-004B	Second Amendment (B)	11/02/2005 Item #11	N/A Assignment by DRA to OIT
2003-004C	Third Amendment (C)	11/02/2005 Item #11	\$109,600.00
2003-004D	Fourth Amendment (D)	04/01/2009 Item #8	\$214,960.00
2003-004E	Fifth Amendment (E)	06/08/2011 Item #7	\$214,960.00
2003-004F	Sixth Amendment (F)	6/19/2013 Item #20	\$214,960.00
2003-004G	Seventh Amendment (G)	5/23/2014 Item #3	\$74,880.00
2003-004H	Seventh Amendment (H)	Upon G&C Approval	\$107,480.00

Initial all pages  
Vendor Initials *gm*

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT H

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

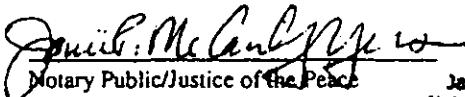
  
John Grubmuller, Vice President  
First Data Government Solutions, Inc.  
Corporate Signature Notarized:  
STATE OF OHIO

Date: May 19, 2015

COUNTY OF HAMILTON

On this the 19<sup>th</sup> day of May, 2015, ~~2013~~, before me, Janie P. McCauley-Myers, a notary public,  
undersigned Officer John Grubmuller, personally appeared and acknowledged her/himself to be  
the Vice President of First Data Government Solutions, Inc., a corporation, and that she/he,  
as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein  
contained, by signing the name of the corporation by her/himself as Vice President.

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

  
Notary Public/Justice of the Peace

Janie P. McCauley-Myers  
Notary Public, State of Ohio  
My commission expires September 11, 2017

My Commission Expires:

(SEAL)



State of New Hampshire



Denis Goulet, Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 6/9/2015

Approved by the Attorney General (Form, Substance and Execution)

  
State of New Hampshire, Department of Justice

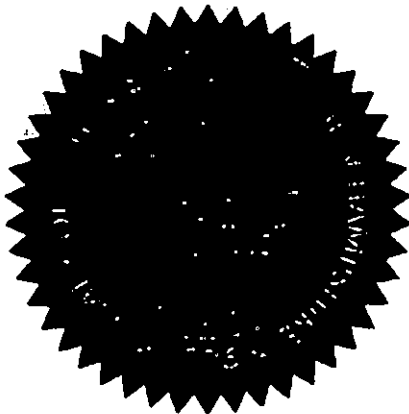
Date: 6/9/15

# 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 FIRST DATA GOVERNMENT SOLUTIONS, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 16, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of May, A.D. 2015

A handwritten signature in dark ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

## CERTIFICATE

I, Gretchen A. Herron, do hereby represent and certify that:

- (1) I am Assistant Secretary of First Data Government Solutions, Inc., a Delaware corporation (the "Corporation").
- (2) I maintain and have custody of the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation in a unanimous written consent in lieu of a meeting of the said Board of Directors executed on June 1, 2014, which action has the same force and effect as a meeting duly held in accordance with Delaware law and the by-laws of the Corporation
- (5) That John Grubmuller is a duly elected Vice President of this Corporation.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation this 21<sup>st</sup> day of May, 2015.

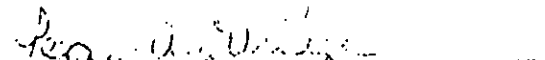
  
Gretchen A. Herron, Assistant Secretary

STATE OF NEBRASKA

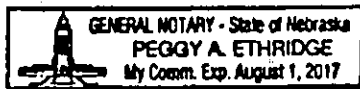
COUNTY OF DOUGLAS

On this the 21<sup>st</sup> day of May, 2015, before me, Gretchen A. Herron, personally appeared and acknowledged herself to be the Assistant Secretary, of First Data Government Solutions, Inc., a Delaware corporation, and that she, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public

My Commission Expires: 08/01/2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/2/2014

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> Willis Ins Serv of Atlanta Inc 5 Concourse Pkwy NE 18th Floor Atlanta GA 30328		<b>CONTACT NAME:</b> Ashley Mullins <b>PHONE (A/C No. Ext):</b> 404-224-5000 <b>FAX (A/C No.):</b> 404-224-5001 <b>E-MAIL ADDRESS:</b> Ashley.Mullins@willis.com													
<b>INSURED</b> First Data Government Solutions, Inc. 5565 Glenridge Connector NE, GH-13 Atlanta, GA 30342-1335		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A: Illinois National Ins. Co.</td><td>NAIC # 23817</td></tr><tr><td>INSURER B: New Hampshire Ins. Co.</td><td>23841</td></tr><tr><td>INSURER C: National Union Fire Ins Co of Pitt</td><td>18445</td></tr><tr><td>INSURER D: Liberty Insurance Corp</td><td>42404</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Illinois National Ins. Co.	NAIC # 23817	INSURER B: New Hampshire Ins. Co.	23841	INSURER C: National Union Fire Ins Co of Pitt	18445	INSURER D: Liberty Insurance Corp	42404	INSURER E:		INSURER F:	
INSURER A: Illinois National Ins. Co.	NAIC # 23817														
INSURER B: New Hampshire Ins. Co.	23841														
INSURER C: National Union Fire Ins Co of Pitt	18445														
INSURER D: Liberty Insurance Corp	42404														
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 359332352

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC			GL2362772	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7-651-291493-015	1/1/2015	1/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A C B A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC011952970 (FL) WC011952971 (CA) WC011952972 (ME) WC 011952973 (MA, ND, OH, WA, WI, WY) WC011952974 (AK, AZ, VA)	1/1/2015 1/1/2015 1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$31,000,000 E.L. DISEASE - EA EMPLOYEE \$31,000,000 E.L. DISEASE - POLICY LIMIT \$31,000,000
B B B	Workers Compensation and Employers' Liability			WC011952975 (NJ, PA) WC011952976 (IL, KY, NC, NH, UT, VT) WC011952977 (AOS)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	E.L. Each Accident \$1,000,000 E.L. Disease Ea Empl \$1,000,000 Ea Empl Disease Polic \$1,000,000

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

First Data Government Solutions/GovConnect.

**CERTIFICATE HOLDER****CANCELLATION**State of New Hampshire  
Department of Information Technology  
27 Hazen Drive, Attn: Chief Information Officer  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



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

3 18  
MTT

Peter C. Hastings  
Commissioner

May 6, 2014

*Sole Source*

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

**REQUESTED ACTION**

Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Revenue Administration (DRA), to enter into a sole source amendment of the existing agreement between the Department of Information Technology and First Data Government Solutions (FDGS), formerly GovConnect, 11311 Cornell Park Drive, Cincinnati OH, 45242, Vendor #175900, by increasing the amount of the contract by \$74,880.00, from \$1,508,440.00 to \$1,583,320.00, to allow credit card payments to the Meals and Rentals Tax, Business Tax (BET/BPT), and Interest and Dividends Tax types to the New Hampshire e-File Web Application, from the date of Governor and Executive Council Approval through June 30, 2015.

Funds for FY2014 are available in the Department of Revenue Administration budget as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified: **100% General Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME- ACCTG UNIT NAME	AMOUNT
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	
2014	01-84-84-840510-13010000 - Audit, Dept. of Revenue Administration 038-500178 - Technology Software	\$ 74,880.00
		\$ 74,880.00

**EXPLANATION**

The contract is sole source because First Data Government Solutions is the owner of this propriety software and all intellectual property rights of the e-File application and no other vendor may maintain this application for the State of New Hampshire. The Department of Revenue Administration plans to enhance this application so that tax-payers can pay their tax bills more

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
May 6, 2014  
Page 2

conveniently using credit cards, accelerating the revenue stream and minimizing DRA collections. The DRA plans to reprocure this application during the next budget cycle, with the full implementation of the "Granite to Green," DRA Modernization Initiative.

To implement this credit card functionality, DRA has contracted with LexisNexis VitalChek to provide a third-party credit card acceptance application based on a convenience fee model. LexisNexis VitalChek has provided FDGS with an integration guide for integrating into their credit card processing application using an iFrame, which will be imbedded within the e-File Web Application.

The RFP for the original contract was issued in May 2002 and awarded to GovConnect Inc. (now FDGS) by DRA from among three (3) submitting vendors. GovConnect provided DRA with a vendor-developed system with proprietary software built to our specifications. GovConnect housed both the application and the data and provided taxpayers 24/7 access.

The first contract amendment, DRA-2003-004A, was approved by Governor and Council on June 25, 2003, Item # 53, for the purchase of a change order in connection with the development of internet filing of Interest & Dividend Tax returns and Meal and Rentals Tax returns and payments. The amendment increased the contract by \$43,960.

The contract amendment, DRA-2003-004B, was approved by Governor and Council on November 02, 2005, Item # 11 to assign the contract to the Office of Information Technology as the funds are now budgeted by DoIT as the result of the state's reorganization of its information technology resources.

The contract amendment, DRA-2003-004C, was approved by Governor and Council on November 02, 2005, Item # 11 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the term of the contract. The amendment increased the contract by \$109,600.

The contract amendment DRA-2003-004D was approved by Governor and Council on April 1, 2009, Item # 8 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the next two (2) years. The amendment increased the contract by \$214,960.

The contract amendment DRA-2003-004E, approved by Governor and Council on June 8, 2011, Item #7, further extended the support and maintenance of the system for two (2) additional years. The amendment increased the contract amount by \$214,960.

The contract amendment DRA-2003-004F, approved by Governor and Council on June 19, 2013, Item #20, continued the support and maintenance of the system for two (2) years and increased the contract amount by \$214,960.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
May 6, 2014  
Page 3

Your favorable consideration will be appreciated.

Respectfully submitted,  
*Wendy Paulist*  
*on behalf of*  
*Peter Hastings*  
Peter C. Hastings  
Commissioner  
Dept. of Information Technology

*John T. Beardmore*  
John T. Beardmore  
Commissioner  
Dept. of Revenue Administration

PCH/lum  
2003-004G



**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.doit.nh.gov](http://www.doit.nh.gov)

**Peter C. Hastings**  
*Commissioner*

May 5, 2014

Commissioner John Beardmore  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Commissioner Beardmore,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to have the Department of Information Technology amend existing contract 2003-004 Internet Filing Solution, with First Data Government Solutions (formerly GovConnect, Inc.) as described below and referenced as DoIT No.2003-004G.

This is a request for approval to amend contract 2003-004 to implement credit card functionality in New Hampshire Department of Revenue Administration's e-File web application hosted by First Data Government Solutions (FDGS). This functionality will be added in a phased approach to the Meals and Rentals Tax, Business Tax (BET/BPT) and the Interest and Dividends Tax Types. The contract funding is increased by \$74,880.00, from \$1,508,440.00 to a new total of \$1,583,320.00 for the increased functionality. This amendment shall be effective upon Governor and Executive Council approval. The contract end date remains unchanged.

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

Sincerely,  
*Wendy Paulson*  
*on behalf of*  
*Peter Hastings*  
Peter C. Hastings

PCH/lrm  
2003-004G

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT G**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #NHDRA-2003-004, on September 4<sup>th</sup>, 2002, Item #34, and further amended on June 4, 2003 Item #53, November 2, 2005 Item #11, April 1, 2009 Item #8, and June 8, 2011 Item #7, and June 30, 2013 Item #20 (herein after referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GOVCONNECT) (hereinafter referred to as "Vendor" or "FDGS") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency; certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department does not wish to change the Agreement ending date of June 30<sup>th</sup> 2015;

WHEREAS, the Department wishes to increase the Agreement price by \$74,880 to bring the total Agreement price to \$1,583,320; and

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,508,440 (as established in Amendment E) to \$1,583,320.
2. The Scope of Work/Services and Exhibits of the Agreement are hereby amended as described in Section 1:

**1.0 Section 1**

The Department, on behalf of the New Hampshire Department of Revenue ("NHDRA"), wishes to amend #NHDRA-2003-004 to include functionality to allow credit card payments to the Meals and Rentals, Business Tax BET/BPT, and Interest and Dividends tax types to the New Hampshire e-File Web Application hosted by FDGS. NHDRA has contracted with LexisNexis VitalChek to provide a third-party credit card acceptance application based on a convenience fee model. LexisNexis VitalChek has provided FDGS with an integration guide for integrating into their credit card processing application using an iFrame, which will be imbedded within the e-File Web Application.

FDGS will capture data elements specific to the credit card authorizations captured through the LexisNexis VitalChek iFrame application and include that authorization data in the nightly payment export file. The authorization data will be provided to FDGS from LexisNexis through a web services call.

Delete Section 2 Order of Precedence and replace with:

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT G**

**2. ORDER OF PRECEDENCE**

The authorizing document (i.e., Contract) in conjunction with the New Hampshire Contract Terms and Conditions (Form P-37), as amended by exhibit C, has precedence over all documents. In the event of a conflict or ambiguity among the text of these SOWs and the references cited herein, the following list comprises the "Contract Documents" and the order of precedence is defined as:

New Hampshire Standard Contract Terms and Conditions, Form P-37 # NHDRA 2003-004;  
Department of Revenue Administration Contract #NHDRA 2003-004 with Amendments A-G  
and Attachment A;  
Department of Revenue Administration RFP # NHDRA 2003-004, 5/29/2002;  
Department of Revenue Administration follow up documents to the RFP  
GovConnect, Inc. Proposal to RFP # NHDRA 2003-004, 7/12/2002

The following language shall be added to Contract 2003-004 Section 4 Statement of Work:

**Project Description**

- NHDRA has requested a quote for adding credit card functionality to their e-File web application hosted by FDGS. NHDRA has requested that this functionality be added in a phased approach to the Meals and Rentals, Business Tax BET/BPT, and Interest and Dividends tax types hosted by FDGS. NHDRA has contracted with LexisNexis VitalChek to provide a third-party credit card acceptance application based on a convenience fee model. LexisNexis VitalChek has provided FDGS with an integration guide for integrating into their credit card processing application using an iFrame, which will be imbedded within the FDGS hosted e-File Web application.
- NHDRA would like FDGS to capture data elements specific to the credit card authorizations captured through the LexisNexis VitalChek iFrame application and include that authorization data in the nightly payment export file. The authorization data will be provided to FDGS from LexisNexis through a web services call.

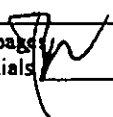
**Responsibilities of the Parties**

**FDGS:**

- Update the NHDRA Appendix W V11 2013.doc, Web application design documentation to document the FDGS portion of the LexisNexis VitalChek credit card functionality.
- Update NHDRA Appendix B 2013 Enhancements.doc, Database layout design documentation to include the new data elements that from the credit card authorization transactions that will need to be included in the nightly payments export file.
- Update application code and the Meals and Rentals, Business Tax BET/BPT, and Interest and Dividends tax payment pages as specified in section 1.0.
- Test the LexisNexis VitalChek iFrame application code implemented for the Meals and Rentals, Business Tax BET/BPT, and Interest and Dividends tax payment pages.
- Support NHDRA testing efforts during user acceptance testing.
- Install within production environment.

**NHDRA:**

Initial all pages  
FDGS Initials



Attachment A

-Page 2 of 10

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT G**

- Provide test data to FDGS as needed to test the changes.
- Review and approve on NHDRA Appendix W V11 2013.doc updates.
  - NHDRA will have to provide formal written acceptance of the documentation changes (see section 13.0 for acceptance criteria).
- Review and approve on NHDRA Appendix B 2013 Enhancements.doc updates.
  - NHDRA will have to provide formal written acceptance of the documentation changes (see section 13.0 for acceptance criteria).
- Test the updated Web application LexisNexis VitalChek iFrame and approve (signoff).
- The LexisNexis iFrame application will be subject to the FDGS web security application scans to detect any vulnerability within the site.
  - The LexisNexis iFrame application must pass the FDGS web security application scans before being allowed in the production environment. These scans will take place on the FDGS test environments prior to the code being loaded to production.
  - If vulnerability issues are found during the scan FDGS will provide a list of those issues needing to be resolved along with the remediation timeframe to NHDRA so that NHDRA can provide a list of the vulnerabilities to LexisNexis VitalChek to resolve issues. Once the issues are remediated by LexisNexis VitalChek, the application will be scanned again before the application will be allowed in the production environment.
- FDGS may also perform a periodic scan (yearly) to check the application for vulnerabilities.
  - If vulnerabilities are found during the scan, FDGS will provide a list of those needing to be resolved along with the remediation timeframe to NHDRA so that NHDRA can provide a list of the vulnerabilities to LexisNexis VitalChek for resolution. Once the issues are remediated by LexisNexis VitalChek the application will be scanned again before it will be allowed in the production environment.
  - If vulnerability is found within the LexisNexis iFrame within the FDGS production application and the issue is not remediated within FDGS Remediation Timeframes (see below) FDGS will require that the LexisNexis iFrame application be disabled until the vulnerability is remediated.
- Remediation Timeframes of production vulnerabilities will be classified as follows:
  - High/Critical - up to 30 days to remediate. Depending on the severity of the vulnerability less time to remediate may be requested.
  - Medium - up to 90 days to remediate.
  - Low - up to 180 days to remediate.

**Key Assumptions**

- FDGS will perform the changes documented in Section 1.0 remotely. There will be no travel required for implementing these changes.
- Training on the iFrame application will not be provided by FDGS.
- The FDGS application will not contain data pertaining to Voids or Refunds. The Void and Refund data will be provided in a separate update file from LexisNexis.
- Credit Card functionality will not be included in the IVR application or Admin website.
- FDGS will implement the LexisNexis VitalChek iFrame functionality so that it is parameter driven to allow for iFrame functionality to be turned on or off through a database parameter.
- Credit Card functionality for all three tax types (Meals and Rentals, Business Tax BET/BPT, and Interest and Dividends tax) will be developed as part of the main project. The credit card functionality for each tax type will be parameter driven to allow NHDRA to turn on the

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT G**

functionality when NHDRA is ready to start accepting payments for that particular tax type. The first tax type to be turned on will be Meals and Rentals and the other tax types will follow.

**Professional Services Requirements**

- Project Management
- Development
- Quality Assurance
- Installation

**Software Requirements & Specifications**

- LexisNexis VitalChek iFrame credit card processing software
  - FDGS expects that LexisNexis VitalChek will provide iFrame specifications to FDGS on behalf of NHDRA.

**Hardware Requirements & Specifications**

- No additional hardware is required to implement this enhancement.

**Training**

- No training will be provided with this enhancement by FDGS.

**Documentation**

- FDGS will update the NHDRA Appendix W VII 2013.doc and NHDRA Appendix B 2013 Enhancements.doc with changes outlined in section 1.0.

**Maintenance**

- No additional maintenance or hosting fees will be required for this enhancement.

**Project Schedule**

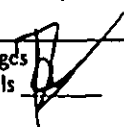
- A mutually agreed upon project schedule for this enhancement will be created by FDGS jointly with NHDRA once final approval and signature has been provided by DoIT on this Statement of Work.

**Deliverables**

**FDGS**

- Project Schedule
- Design Documentation updates
  - Updated NHDRA Appendix W VII 2013.doc Web Application design documentation
  - Updated NHDRA Appendix B 2013 Enhancements.doc design documentation
- Completed User Acceptance Testing/Installation

Initial all pages  
FDGS Initials



Attachment A

Page 4 of 10

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT G**

- Production Installation

**Pricing and Payment**

- The pricing and payment terms listed below are good for 60 days from the date of this amendment.

**Break down of Pricing:**

**Credit Card Enhancement**

Item	Description	Qty	Rate	Total
1	Project Manager	132	\$130.00	\$17,160.00
2	Business Analyst	76	\$130.00	\$9,880.00
3	Quality Assurance	48	\$130.00	\$6,240.00
4	Applications Engineer	288	\$130.00	\$37,440.00
5	Staging Engineer	32	\$130.00	\$4,160.00
<b>Total Costs</b>				<b>\$74,880.00</b>

**Payment Milestones**

Milestone	%	Cost
Project Schedule sign-off	25%	\$18,720.00
Design Documentation sign-off	25%	\$18,720.00
User acceptance testing sign-off	25%	\$18,720.00
Production Installation	25%	\$18,720.00

**Payment Card Information Requirements**

FDGS shall comply with Requirement 12.8 of the PCI Data Security Standard (PCI DSS) as described in Attachment A, which is attached and incorporated herein.

**Acceptance**

Written acceptance that the deliverables within this amendment have been successfully completed and FDGS has met all contractual requirements for that specific deliverable must be received within the timeline reflected on the project schedule. If acceptance is not received within ten (10) business days of the date in which the deliverable was presented to NHDRA, and no issue or concern has been expressed in writing, the deliverable will be considered accepted and invoiced.

In the event NHDRA delays acceptance of the deliverables as detailed in this amendment per the agreed upon schedule for reasons other than a failure by FDGS to meet contractual requirements for a deliverable, the price, and schedule, and implementation date may be impacted. NHDRA will have fifteen (15) business days in which to accept a revised schedule. In the event additional charges are incurred, the contract shall be subject to the amendment process and Governor and Executive Council (G&C) approval. Should approval by G&C not be granted, the work detailed in this amendment and any dependent or affected components will be placed on hold until acceptance is received. Should the

Initial all pages  
FDGS Initials

Attachment A  
Page 5 of 10

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT G**

project be placed on hold, NHDRA will be responsible for any payment associated with deliverables that have been formally accepted in writing.

In the event that both parties agree that the issue and/or concern delaying the formal acceptance of a deliverable and/or milestone cannot be remedied, the parties may mutually decide to terminate the Statement of Work. All previously accepted deliverables and/or milestones will become due and payable.

Once considered 'accepted', the work enters into formal change control; that is, subsequent changes to the work product must undergo review by FDGS and NHDRA.

**Change Management**

It may become necessary to amend this amendment for reasons including, but not limited to, the following:

- NHDRA/FDGS changes to the scope of work and/or specifications for the services.
- NHDRA/FDGS changes to the Project Schedule.
- Non-availability of resources, which are beyond either party's control.
- Material changes to assumptions outlined in this amendment.

In the event either party desires to change this amendment, the following procedures will apply:

- The party requesting the change will deliver a Change Request document (to the other party). The Change Request will describe the nature of the change; the reason for the change and the effect the change will have on the scope of work, which may include changes to the deliverables, schedule, and cost.
- No Change Requests will be effective until signed by both parties.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of this amendment.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original amendment, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

**Key Contact Information**

**FDGS**

Jason Clark  
First Data Government Solutions  
Tel: 513-489-9599 ext. 184  
Fax: 513-489-6521  
Email: [Jason.Clark@firstdata.com](mailto:Jason.Clark@firstdata.com)

**NHDRA**

Roger L. Marchand  
Project Manager

Initial all pages  
FDGS Initials 

Attachment A  
Page 6 of 10

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT G**

New Hampshire Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03302  
603-230-5074  
Email: [Roger.Marchand@DRA.NH.GOV](mailto:Roger.Marchand@DRA.NH.GOV)

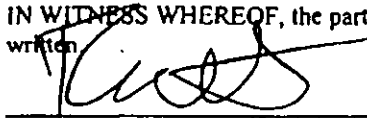
**Section 2 Contract NHDRA-2003-2004**

<b>AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>EFFECTIVE DATE</b>	<b>CONTRACT AMOUNT</b>
2003-004	Original Contract	09/04/2002 Item #34	\$710,000.00
2003-004A	First Amendment (A)	06/04/2003 Item #53	\$ 43,960.00
2003-004B	Second Amendment (B)	11/02/2005 Item #11	N/A Assignment by DRA to OIT
2003-004C	Third Amendment (C)	11/02/2005 Item #11	\$109,600.00
2003-004D	Fourth Amendment (D)	04/01/2009 Item #8	\$214,960
2003-004E	Fifth Amendment (E)	06/08/2011 Item #7	\$214,960
2003-004F	Sixth Amendment (F)	06/19/2013 Item #20	\$214,960
2003-004G	Seventh Amendment (G)	Upon G&C Approval	\$74,880
	<b>CONTRACT TOTAL</b>		<b>\$1,583,320</b>

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT G

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
\_\_\_\_\_  
Ronald K. Abbott, Assistant Treasurer  
First Data Government Solutions, LP  
By: FDGS Partner, LLC, its general partner.

Date: 5/6/2014

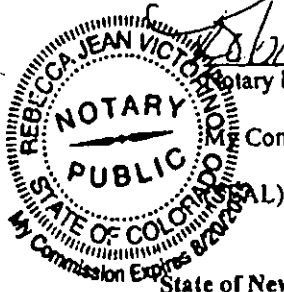
Corporate Signature/Notarized:

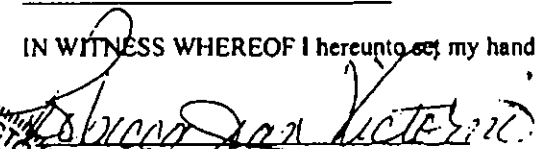
STATE OF Colorado

COUNTY OF Arapahoe

On this the 6th day of May, 2014, before me, Rebecca Jean Victorino, the undersigned Officer Ronald K. Abbott personally appeared and acknowledged her/himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that she/he, as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as \_\_\_\_\_.

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



  
\_\_\_\_\_  
Notary Public/Justice of the Peace


My Commission Expires: 8/20/15

State of New Hampshire

Wendy Poulton on behalf of Peter Hastings Date: 5/7/14

Peter C. Hastings, Commissioner  
State of New Hampshire  
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice  
Amanda C. Godlewski

Date: 5/8/14

Initial all pages  
FDGS Initials ✓

Attachment A  
Page 8 of 10

**STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT G**

**ATTACHMENT A**

**PCI REQUIREMENTS**

**APPLICABILITY:** Agencies utilizing a third-party "service provider" to process merchant cards are subject to complying with Requirement 12.8 of the PCI Data Security Standard (PCI DSS), which requires a "written agreement" addressing PCI DSS responsibilities. The requirement is one of the items included in the Self-Assessment Questionnaire (SAQ C or SAQ D) that the agency must answer annually.

**Whereas** the Department of Information Technology ("Agency") secures services for the benefit of the Department of Revenue Administration, from First Data Government Solutions, Inc. ("FDGS" or "Vendor") under a Contract #2003-004 dated August 16, 2002 and subsequently amended as described in Contract 2003-004 Amendment G, which services involve the processing of merchant card transactions, specifically the collection of tax payments; and

**Whereas** Agency is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and

**Whereas** FDGS processes, transmits, and/or stores cardholder data in the performance of services provided to Agency, and is therefore considered a "service provider" under Requirement 12.8 of the PCI DSS; and

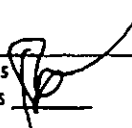
**Whereas** Requirement 12.8.2 of the PCI DSS requires the Agency to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and

**Whereas** Requirement 12.8.4 of the PCI DSS requires the Agency to maintain a program to monitor the service provider's PCI DSS compliance status at least annually;

**It is hereby agreed that:**

- 1) FDGS agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
- 2) FDGS attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) FDGS agrees to supply the current status of FDGS's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. FDGS must supply to Agency an attestation of compliance at least annually.
- 4) FDGS will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall FDGS's notification to Agency be later than seven (7) calendar days after FDGS learns it is no longer PCI DSS compliant.

Initial all pages  
Vendor Initials



Attachment A  
Page 9 of 10

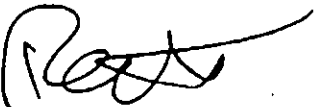
STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT G

- 5) FDGS acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the FDGS to be and to remain PCI DSS compliant.

Related Links:

<http://sunspot.nh.gov/MerchantCardServices/index.asp>

[https://www.pcisecuritystandards.org/security\\_standards/pci\\_dss.shtml](https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml)

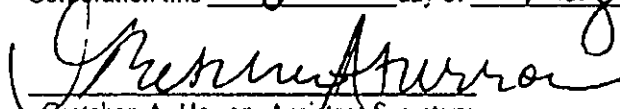
  
Date: 5/6/2014  
~~Jeffery Myers, General Manager~~ Ronald K. Abbott, Assistant Treasurer  
First Data Government Solutions, LP  
By: FDGS Partner, LLC, its general partner.

CERTIFICATE

I, Gretchen A. Herron, do hereby represent and certify that:

- (1) I am Assistant Secretary of First Data Government Solutions, Inc., a Delaware corporation (the "Corporation").
- (2) I maintain and have custody of the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation in a unanimous written consent in lieu of a meeting of the said Board of Directors executed on June 1, 2013, which action has the same force and effect as a meeting duly held in accordance with Delaware law and the by-laws of the Corporation
- (5) That Ronald K. Abbott is a duly elected Assistant Treasurer of this Corporation.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation this 6<sup>th</sup> day of May, 2014.

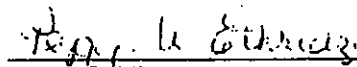
  
Gretchen A. Herron, Assistant Secretary

STATE OF Delaware

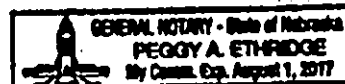
COUNTY OF Douglas

On this the 6<sup>th</sup> day of May, 2014, before me, Gretchen A. Herron, personally appeared and acknowledged herself to be the Assistant Secretary, of First Data Government Solutions, Inc., a Delaware corporation, and that she, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public

My Commission Expires: 08-01-17



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 FIRST DATA GOVERNMENT SOLUTIONS, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 16, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of May, A.D. 2014

A handwritten signature in black ink, appearing to read "Wm. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2014

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> Willis Ins Serv of Atlanta Inc 5 Concourse Pkwy NE 18th Floor Atlanta GA 30328		<b>CONTACT</b> NAME: Ashley Mullins PHONE: (404) 224-5000 FAX: (404) 224-5001 E-MAIL: Ashley.Mullins@willis.com ADDRESS: Ashley Mullins@willis.com	
<b>INSURED</b> First Data Government Solutions, Inc. 5565 Glenridge Connector NE, GH-13 Atlanta, GA 30342-1335		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>FIRSDAT</b>		<b>INSURER A</b> National Union Fire Insurance Co of	NAIC # 47326
		<b>INSURER B</b> Ace Prop & Cas Ins Co	20699
		<b>INSURER C</b> Illinois National Ins. Co.	23817
		<b>INSURER D</b> New Hampshire Ins. Co.	23841
		<b>INSURER E</b>	
		<b>INSURER F</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1911733503

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 ALT	TYPE OF INSURANCE	ADDITIONAL INSURER NO. W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		5819471	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		XOOG2732608	1/1/2014	1/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C A C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	D43408856 (MA, WI, ND, OH, WA, WY) D43408854 (CA) D43408853 (FL) D43408860 (AGS) D43408855 (ME)	1/1/2014 1/1/2014 1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
O O O	Workers Compensation and Employers' Liability		D43408859 (IL, KY, NC, NH, UT, VT) D43408858 (NJ, PA) D43408857 (AK, AZ, GA, VA)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	E.L. Each Accident \$1,000,000 E.L. Disease Ea Empl \$1,000,000 Ea Empl Disease Polic \$1,000,000

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

First Data Government Solutions/GovConnect.

**CERTIFICATE HOLDER**

State of New Hampshire  
Department of Information Technology  
27 Hazen Drive, Attn: Chief Information Officer  
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

**DRA Contract – First Data Government Solutions #2003-004**

✓ Original Contract – September 4, 2002

**DEPARTMENT OF REVENUE ADMINISTRATION**

#34 The Governor and Executive Council on motion of Councilor Burton, seconded by Councilor Wheeler, authorized contract with GovConnect, Inc., in an amount not to exceed \$439,600 for the design, software development, training and documentation for Internet filing capabilities, effective upon G&C approval through June 30, 2005. (2) Further authorized to exercise the option of additional one-year extensions for four years for annual amounts not to exceed \$67,600 and a total not to exceed \$270,400 for the period of July 1, 2005 to June 30, 2009 for four years of support, maintenance and updates.

Amendment A – June 25, 2003 #53

**DEPARTMENT OF REVENUE ADMINISTRATION**

#53 Authorized to amend an existing contract with GovConnect, Inc., (previously approved by G&C on 9-4-02, item #34), for the purchase of products and service change orders in connection with the development of internet filing by increasing the amount from \$439,600 by \$43,960 for a new total of \$483,560.

Amendment B & C – November 2, 2005 #11

**OFFICE OF INFORMATION TECHNOLOGY**

#11 Authorized to amend an existing agreement between First Data Government Solutions, formerly known as GovConnect Incorporated, Cincinnati, OH, and the Department of Revenue Administration (previously approved by G&C on 9-4-02, item #34, amended on 6-25-03, item #53), for hosting and supporting the electronic filing application. Effective upon G&C approval through June 30, 2009. (2) Further Authorized to amend an existing agreement between OIT and First Data Government Solutions, formerly known as GovConnect Incorporated, Cincinnati, OH, for hosting and supporting the electronic filing application, by increasing the amount by \$109,600 from \$753,960 to \$863,560. Effective upon G&C approval. 100% Other Funds.

Amendment D – April 1, 2009 #8

**DEPARTMENT OF INFORMATION TECHNOLOGY**

#8 Authorized to amend a sole source agreement with First Data Government Solutions, Cincinnati, OH,, for hosting and supporting the Department of Revenue Administration's electronic filing application by increasing the amount by \$214,960 from \$863,560 to \$1,078,520, and by extending the expiration date from June 30, 2009 to June 30, 2011. 100% Other (Class 27) funds: The Agency Class 27 funds used by the Department of Revenue to reimburse DoIT for this expenditure is 100% General Funds.

Amendment E – June 8, 2011

**DEPARTMENT OF INFORMATION TECHNOLOGY**

1. Authorize the Department of Information Technology (DoIT) to enter into a sole source amendment of the existing agreement (2003-004E) between the Department of Information Technology and First Data Government Solutions (FDGS), 11311 Cornell Park Drive, Cincinnati OH, 45242, Vendor #175900, by increasing the amount of the contract by \$214,960.00 from \$1,078,520.00 to \$1,293,480.00, for hosting and supporting the Department of Revenue Administration's (DRA) electronic filing application; and
2. Authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2011 to June 30, 2013, effective upon Governor and Council approval.

Amendment F – June 19, 2013

**DEPARTMENT OF INFORMATION TECHNOLOGY**

1. Authorize the Department of Information Technology (DoIT) to enter into a sole source amendment of the existing agreement (2003-004F) between the Department of Information Technology and First Data Government Solutions (FDGS), 11311 Cornell Park Drive, Cincinnati OH, 45242, Vendor #175900, by increasing the amount of the contract by \$214,960.00, from \$1,293,480.00 to \$1,508,440.00 , for hosting and supporting the Department of Revenue Administration's (DRA) electronic filing application; and
2. Authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2013 to June 30, 2015, effective upon Governor and Council approval.



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

Peter C. Hastings  
Acting Commissioner

May 21, 2013

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

REQUESTED ACTION

1. Authorize the Department of Information Technology (DoIT) to enter into a sole source amendment of the existing agreement (2003-004F) between the Department of Information Technology and First Data Government Solutions (FDGS), 11311 Cornell Park Drive, Cincinnati OH, 45242, Vendor #175900, by increasing the amount of the contract by \$214,960.00, from \$1,293,480.00 to \$1,508,440.00 , for hosting and supporting the Department of Revenue Administration's (DRA) electronic filing application; and

2. Authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2013 to June 30, 2015, effective upon Governor and Council approval.

Funds for FY2014 and FY2015 are available in the DoIT Agency Software Development Division budget as follows with authority adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified: 100% Other (Class 27) funds: The Agency Class 27 funds used by the Department of Revenue to reimburse DoIT for this expenditure is 100% General Funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB #	AMOUNT
2014	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 107,480.00
2015	01-03-03-030010-76840000 - DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 107,480.00
		GRAND TOTAL	\$ 214,960.00

EXPLANATION

The contract is sole source because First Data Government Solutions is the owner of this propriety software and all intellectual property rights of the e-File application and no other vendor may maintain this application for the State of New Hampshire. Re-procuring this solution from another vendor would cost more than the original contract allowing for inflation and would be

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
May 21, 2013  
Page 2

disruptive to the implementation of the new DRA Integrated Tax Information Management System (iTIMS). Continuing this contract will allow for continued Internet tax filings with no interruption of service to taxpayers. This web filing function will be replaced with the full implementation of the "Granite to Green," DRA Modernization Initiative. An e-file group will be established within DRA in the near future.

The RFP for the original contract was issued in May 2002 and awarded to GovConnect Inc. by DRA from among three (3) submitting vendors. GovConnect provided DRA with a vendor-developed system with proprietary software built to our specifications. GovConnect housed both the application and the data and provided taxpayers 24/7 access.

The first contract amendment, DRA-2003-004A, was approved by Governor and Council on June 25, 2003, Item # 53, for the purchase of a change order in connection with the development of internet filing of Interest & Dividend tax returns and Meal and Rentals returns and payments. The amendment increased the contract by \$43,960.

The contract amendment, DRA-2003-004B, was approved by Governor and Council on November 02, 2005, Item # 11 to assign the contract to the Office of Information Technology as the funds are now budgeted by DoIT as the result of the state's reorganization of its information technology resources.

The contract amendment, DRA-2003-004C, was approved by Governor and Council on November 02, 2005, Item # 11 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the term of the contract. The amendment increased the contract by \$109,600.

The contract amendment DRA-2003-004D was approved by Governor and Council on April 1, 2009 Item # 8 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the next two (2) years. The amendment increased the contract by \$214,960.

The contract amendment DRA-2003-004E further extended the support and maintenance of the system for two (2) additional years. The amendment increased the contract amount by \$214,960.

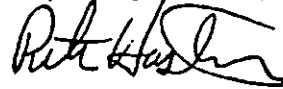
The contract amendment DRA-2003-004F continues the support and maintenance of the system for two (2) years and increases the contract amount by \$214,960.

**100% Other (Class 27) funds: The Agency Class 27 funds used by the Department of Revenue to reimburse DoIT for this expenditure is 100% General Funds.**

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
May 21, 2013  
Page 3

Your favorable consideration will be appreciated.

Respectfully submitted,



Peter C. Hastings  
Acting Commissioner  
Dept. of Information Technology



Margaret L. Fulton  
Interim Commissioner  
Dept. of Revenue Administration

PCH/ltn  
2003-004F  
A&E RID #10593

cc: Christiana Goodwin  
Leslie Mason



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.doit.nh.gov

Peter C. Hastings  
Acting Commissioner

May 21 2013

Interim Commissioner Margaret L. Fulton  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Interim Commissioner Fulton,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to have the Department of Information Technology amend existing contract 2003-004 Internet Filing Solution, with First Data Government Solutions (formerly GovConnect, Inc.) as described below and referenced as DoIT No.2003-004F.

This is a request for approval to amend contract 2003-004 to extend the contract term through June 30, 2015 and increase contract funding by \$214,960.00, from \$1,293,480.00 to a new total of \$1,508,440.00 for ongoing support and maintenance. This amendment shall be effective upon Governor and Executive Council approval. This project is set forth in the Department of Revenue Administration's Strategic Information Technology Plan, E-file Project, dated October 2005.

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

Sincerely,

Handwritten signature of Peter C. Hastings in black ink.  
Peter C. Hastings

PCH/ltn  
2003-004F  
A&E RID #10593

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT F

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #NHDRA-2003-004, on September 4<sup>th</sup>, 2002, Item #34, and further amended on June 4, 2003 Item #53, November 2, 2005 Item #11, April 1, 2009 Item #8, and June 8, 2011 Item #7 (herein after referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GOVCONNECT) (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Dept of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to increase the Contract ending date from June 30<sup>th</sup> 2013 to June 30<sup>th</sup> 2015.

WHEREAS, the Department wishes to increase the contract price by \$214,960 to bring the total contract price to \$1,508,440.

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30<sup>th</sup>, 2015.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,293,480 (as established in Amendment E) to \$1,508,440.

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-0045  
AMENDMENT #1

The Scope of Work/Services and Exhibits of the Agreement is hereby amended as described in Table 1:

Section 1.2	Delete section 1.2 and replace with the following: Period of Performance: This contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30 <sup>th</sup> 2015.																
Section 12	Delete the escalation chart in Section 12 and replace it with: <table border="1"><tr><td>Primary</td><td>Jason Clark, Client Services</td><td>Christiana Goodwin, IT Leader</td><td>3 Business Days</td></tr><tr><td>First</td><td>Gerhard Milkuhn, Director, Client Services</td><td>Mary Houde ASD Assistant Director</td><td>5 Business Days</td></tr><tr><td>Second</td><td>Jacie Engle Director, Delivery Services</td><td>Peter Hastings ASD Director/ Acting CIO</td><td>10 Business Days</td></tr><tr><td>Third</td><td>Jeffery Myers VP Delivery Services</td><td>Peter Hastings ASD Director/ Acting CIO</td><td>10 Business Days</td></tr></table>	Primary	Jason Clark, Client Services	Christiana Goodwin, IT Leader	3 Business Days	First	Gerhard Milkuhn, Director, Client Services	Mary Houde ASD Assistant Director	5 Business Days	Second	Jacie Engle Director, Delivery Services	Peter Hastings ASD Director/ Acting CIO	10 Business Days	Third	Jeffery Myers VP Delivery Services	Peter Hastings ASD Director/ Acting CIO	10 Business Days
Primary	Jason Clark, Client Services	Christiana Goodwin, IT Leader	3 Business Days														
First	Gerhard Milkuhn, Director, Client Services	Mary Houde ASD Assistant Director	5 Business Days														
Second	Jacie Engle Director, Delivery Services	Peter Hastings ASD Director/ Acting CIO	10 Business Days														
Third	Jeffery Myers VP Delivery Services	Peter Hastings ASD Director/ Acting CIO	10 Business Days														
Introduction	Delete the introductory paragraph and replace with the following language:  We understand this contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30 <sup>th</sup> 2015 with optional annual extensions for applications support, enhancements and hosting unless otherwise agreed upon by the DoIT and FDSG. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.																
Section 2	Delete "OPTIONAL EXTENSIONS FOR HOSTING SERVICES CHART" replace with the following chart:																

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT F

Table 2 Contract 2003-004 Internet Filing

NOTICE/NOTION DATE	PERIOD AND ANNUAL COST	REMARKS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2009	7/1/2009-6/30/2010 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges.
5/1/2010	7/1/2010-6/30/2011 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges.
5/1/2011	7/1/2011-6/30/2012 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2012	7/1/2012-6/30/2013 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2013	7/1/2013-6/30/2014 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2014	7/1/2014-6/30/2015 Hosting: \$60,480.00	Monthly @ \$5040.00 plus actual phone and

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Internet Filing**  
**NHDRA-2003-004**  
**AMENDMENT F**

STATE OF NEW HAMPSHIRE  
 Department of Information Technology  
 Director  
 100 North Main Street  
 Concord, NH 03301  
 603-271-3000

	Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	change order charges
TOTAL	Hosting: \$593,280 Phones: \$112,000 Change Orders: \$ 319,600	
GRAND TOTAL (Amendments only)	\$1,024,880	

Section 3	Add the following "HOURLY RATES FOR FUTURE ENHANCEMENTS" chart:			
	IT SERVICES Position Title	Rate- FY2013	Rate- FY2014	Rate- FY2015
	Project Manager	\$130.00	\$130.00	\$130.00
	Database Analyst	\$130.00	\$130.00	\$130.00
	Senior Programmer Analyst	\$130.00	\$130.00	\$130.00
	Database Administrator	\$130.00	\$130.00	\$130.00
	Area Manager	\$240.00	\$240.00	\$240.00
	Solutions Manager	\$145.00	\$145.00	\$145.00
	Business Analysts	\$130.00	\$130.00	\$130.00
	Applications Engineer	\$130.00	\$130.00	\$130.00
	AQ REP	\$130.00	\$130.00	\$130.00
	Staging Engineer	\$130.00	\$130.00	\$130.00
	Training	\$130.00	\$130.00	\$130.00

2003-004	Original Contract	09/04/2002 Item #34	\$710,000.00
2003-004A	First Amendment (A)	06/04/2003 Item #53	\$ 43,960.00
2003-004B	Second Amendment (B)	11/02/2005 Item #11	N/A Assignment by DRA to OIT
2003-004C	Third Amendment (C)	11/02/2005 Item #11	\$109,600.00
2003-004D	Fourth Amendment (D)	04/01/2009 Item #8	\$214,960

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT F

2003-004E	Fifth Amendment (E)	06/08/2011 Item #7	\$214,960
2003-004F	Sixth Amendment (F)		\$214,960

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
Chuck Eliason, Vice President  
First Data Government Solutions, Inc.

Date: 5/13/13

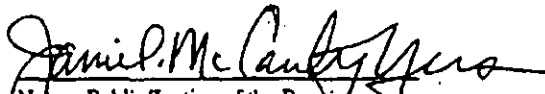
Corporate Signature Notarized:

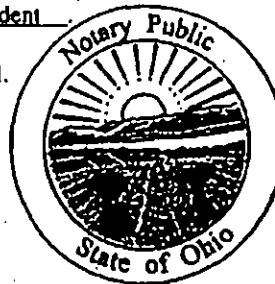
STATE OF Ohio

COUNTY OF Hamilton

On this the 13 day of May, 2013, before me, Janie P. McCauley-Myers, Notary Public, the undersigned Officer Chuck Eliason, personally appeared and acknowledged her/himself to be the Vice President of First Data Government Solutions, Inc., a corporation, and that she/he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Vice President.

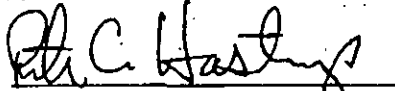
IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace



My Commission Expires: Janie P. McCauley-Myers  
Notary Public, State of Ohio  
My commission expires September 11, 2017  
(SEAL)

State of New Hampshire

  
Peter C. Hastings, Acting Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 5/21/13

Initial all pages  
Vendor Initials JM

DoIT-Contract Amendment v3.0 (7/09)

Page 5 of 6

STATE OF NEW HAMPSHIRE  
Department of Information Technology  
Internet Filing  
NHDRA-2003-004  
AMENDMENT F

Approved by the Attorney General (Form, Substance and Execution)

  
State of New Hampshire, Department of Justice

Date: 5/24/13



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2012

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

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

PRODUCER Willis Ins Serv of Atlanta Inc One Glenlake Parkway, 11th Fl Atlanta GA 30328	CONTACT NAME Heather Folsom	
	PHONE (A/C, H/L, Ext) 404-224-5000 FAX (A/C, H/L) 404-224-5001 E-MAIL ADDRESS heather.folsom@willis.com	
INSURED FIRSDAT First Data Corporation Attn: Lara Pearson-Fomin 5565 Glenridge Connector NE, GH-13 Atlanta GA 30342-1335	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Union Fire Ins. Co.	19445
	INSURER B: New Hampshire Ins. Co.	23841
	INSURER C: Illinois National Ins. Co.	23817
	INSURER D: National Union Fire Insurance Co of	47326
	INSURER E:	
	INSURER F: ACE Property & Casualty Insurance C	

## COVERAGES

CERTIFICATE NUMBER: 904672640

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.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		9045234	1/1/2013	1/1/2014	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1000000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$3000000 PRODUCTS - COMP/OP AGG \$3000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		XOOGZ7049217	1/1/2013	1/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B C D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	D18112586 D18112587 D18112588 D18112589	1/1/2013 1/1/2013 1/1/2013 1/1/2013	1/1/2014 1/1/2014 1/1/2014 1/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000

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

First Data Government Solutions/GovConnect.

## CERTIFICATE HOLDER

State of New Hampshire  
Department of Information Technology  
27 Hazen Drive, Attn: Chief Information Officer  
Concord NH 3301

## 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE

I, Gretchen A. Herron, do hereby represent and certify that:

- (1) I am Assistant Secretary of First Data Government Solutions, Inc., a Delaware corporation (the "Corporation").
- (2) I maintain and have custody of the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation in a unanimous written consent in lieu of a meeting of the said Board of Directors executed on May 15, 2012, which action has the same force and effect as a meeting duly held in accordance with Delaware law and the by-laws of the Corporation
- (5) That Chuck Eliassen is a duly elected Vice President of this Corporation.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation this 13<sup>th</sup> day of May, 2013.


  
Gretchen A. Herron, Assistant Secretary

STATE OF Nebraska

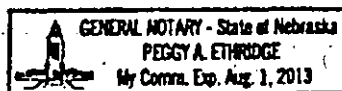
COUNTY OF Douglas

On this the 13<sup>th</sup> day of May, 2013, before me, Gretchen A. Herron, personally appeared and acknowledged herself to be the Assistant Secretary, of First Data Government Solutions, Inc., a Delaware corporation, and that she, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public

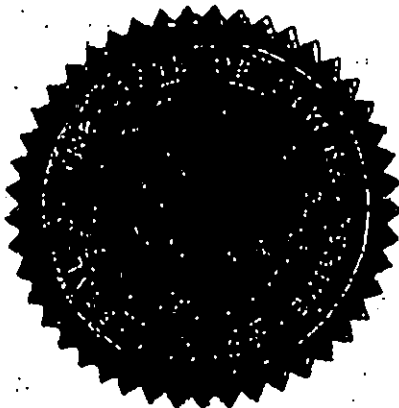
My Commission Expires: 08/01/13



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 FIRST DATA GOVERNMENT SOLUTIONS, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 16, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30<sup>th</sup> day of April, A.D. 2013.

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

William M. Gardner  
Secretary of State

CERTIFICATE

I, Gretchen A. Herron, do hereby represent and certify that:

- (1) I am Assistant Secretary of First Data Government Solutions, Inc., a Delaware corporation (the "Corporation").
- (2) I maintain and have custody of the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation in a unanimous written consent in lieu of a meeting of the said Board of Directors executed on May 15, 2012, which action has the same force and effect as a meeting duly held in accordance with Delaware law and the by-laws of the Corporation
- (5) That Chuck Eliassen is a duly elected Vice President of this Corporation.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation this 13<sup>th</sup> day of May, 2013.

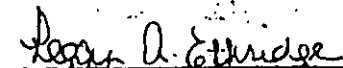
  
Gretchen A. Herron, Assistant Secretary

STATE OF Nebraska

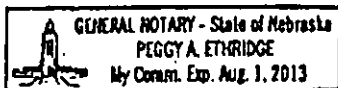
COUNTY OF Douglas

On this the 13<sup>th</sup> day of May, 2013, before me, Gretchen A. Herron, personally appeared and acknowledged herself to be the Assistant Secretary, of First Data Government Solutions, Inc., a Delaware corporation, and that she, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public

My Commission Expires: 08/01/13





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

S. William Rogers  
Acting Commissioner

May 24, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Information Technology (DoIT) to enter into a sole source amendment of the existing agreement (2003-004E) between the Department of Information Technology and First Data Government Solutions (FDGS), Vendor #86113, by increasing the amount of the contract by \$214,960.00 from \$1,078,520.00 to \$1,293,480.00, for hosting and supporting the Department of Revenue Administration's (DRA) electronic filing application; and

2. Authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2011 to June 30, 2013, effective upon Governor and Council approval.

Funds for FY2012 and FY2013 are available in the DoIT Agency Software Development Division budget as follows with authority adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified: 100% Other (Class 27) funds: The Agency Class 27 funds used by the Department of Revenue to reimburse DoIT for this expenditure is 100% General Funds.

FY	STATE-DEPT-AGENCY-ACTIVITY-ACCTG-UNIT-DEPT NAME-AGENCYNAME-ACCTG-UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE- OBJ (ACCOUNT) DESC		
2012	01-03-03-030010-76840000- DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 107,480.00
2013	01-03-03-030010-76840000 - DoIT- IT for DRA 046-500465 - Consultants	03840037	\$ 107,480.00
		GRAND TOTAL	\$ 214,960.00

EXPLANATION

The contract is sole source because First Data Government Solutions is the owner of this propriety software and all intellectual property rights of the e-File application and no other vendor may maintain this application for the State of New Hampshire. Re-procuring this solution from another vendor would cost more than the original contract allowing for inflation and would be disruptive to the implementation of the new DRA Integrated Tax Information Management System (iTIMS). Continuing this contract will allow for continued Internet tax filings with no interruption of service to taxpayers. This web filing function will be replaced with the implementation of the new DRA TIMS Project, scheduled for deployment in January of 2013. A series of competitive procurements are currently underway to procure components of iTIMS.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2011  
Page 2

The RFP for the original contract was issued in May 2002 and awarded to GovConnect Inc. by DRA from among three (3) submitting vendors. GovConnect provided DRA with a vendor-developed system with proprietary software built to our specifications. GovConnect houses both the application and the data and provides taxpayers 24/7 access.

The first contract amendment, DRA-2003-004A, was approved by Governor and Council on June 25, 2003, item # 53, for the purchase of a change order in connection with the development of internet filing of Interest & Dividend tax returns and Meal and Rentals returns and payments. The amendment increased the contract by \$43,960.

The contract amendment, DRA-2003-004B, was approved by Governor and Council on November 02, 2005, item # 11 to assign the contract to the Office of Information Technology as the funds are now budgeted by DoIT as the result of the state's reorganization of its information technology resources.

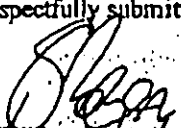
The contract amendment, DRA-2003-004C, was approved by Governor and Council on November 02, 2005, item # 11 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the term of the contract. The amendment increased the contract by \$109,600.


Contract Amendment DRA-2003-004D was approved by Governor and Council on April 1, 2009 Item # 8 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the next two (2) years. The amendment increased the contract by \$214,960.

100% Other (Class 27) funds: The Agency Class 27 funds used by the Department of Revenue to reimburse DoIT for this expenditure is 100% General Funds.

Your favorable consideration will be greatly appreciated.

Respectfully submitted,

  
S. William Rogers  
Acting Commissioner  
Department of Information Technology

  
Kevin A. Clougherty  
Commissioner  
Department of Revenue Administration

SWR/ltn  
2003-004E  
A&E RID #10593

cc: Leslie Mason  
Sheila Tibbetts



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.doit.nh.gov

S. William Rogers  
Acting Commissioner

May 13, 2011

Commissioner Kevin A. Clougherty  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Commissioner Clougherty,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend existing contract 2003-004 Internet Filing Solution, with First Data Government Solutions (formerly GovConnect, Inc.) as described below and referenced as OIT No. 2003-004E.

This is a request for approval to amend contract 2003-004 to exercise the option to extend the contract through June 30, 2013 and increase contract funding by \$214,960.00, from \$1,078,520.00 to a total of \$1,293,480.00 to cover ongoing support and maintenance. This amendment shall be effective upon Governor and Executive Council approval. This project is set forth in the Department of Revenue Administration's Strategic Information Technology Plan, E-file Project, dated October 2005.

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

Sincerely,

S. William Rogers

SWR/ltm  
2003-004E  
A&E RID #10593

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT E

NEW  
Hampshire  
Internet  
Filing  
System  
AMENDMENT

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # NHDRA-2003-004, on September 4, 2002 Item 34 (herein after referred to as the "Agreement"), First Data Government Solutions, Inc. formerly known as GOVCONNECT (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17 of the Form P-37 (2-05) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to extend the maintenance agreement, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to increase the contract price by \$214,960 to bring the total contract price to \$1,293,480;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2013
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,078,520 to \$1,293,480
3. Amend Exhibit A: Scope of Work/Services of the Agreement as described in Table 1 below:

Table 1

Contract #	Contract Title		
22003-004	AMENDMENT E		
Section Number	Section Description		
Section 1.2	Delete section 1.2 and replace with the following: <b>PERIOD OF PERFORMANCE</b>  This contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30 <sup>th</sup> 2013		
Section 12	Delete the escalation chart in Section 12 and replace with:		
	LEVEL	FDGS	NH DoIT
	Primary	Jason Clark, Relationship Manager	Sheila Tibbets, IT Leader
	First	Gerhard Milkuhn,	Mary Houde
			ALLOTTED TIME
			3 Business Days
			5 Business Days

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT E

		Director, Client Services	ASD Assistant Director		
	Second	Jon Graham Director, Delivery Services	Peter Hastings ASD Director	10 Business Days	
	Third	Chuck Eliassen VP, State/Local Relationship Mgt Government & Education	W. Stanley Rogers CIO	10 Business Days	

4. Amend Exhibit B of the Agreement as described in Table 2 below:

Table 2

Contract#	
2003-004	
Exhibit B	AMENDMENT E
Section Number	
Introduction	<p>Delete the introductory paragraph and replace with the following language:</p> <p>We understand this contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30<sup>th</sup> 2013 with optional annual extensions for applications support, enhancements and hosting unless otherwise agreed upon by the DoIT and FDGS. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.</p>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT E

NEW  
Hampshire  
Department of  
Information Technology  
NHDRA-2003-004  
AMENDMENT E

Section 2

Delete "OPTIONAL EXTENSIONS FOR HOSTING SERVICES CHART" replace with the following chart:

NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$27,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2009	7/1/2009-6/30/2010 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges.
5/1/2010	7/1/2010-6/30/2011 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2011	7/1/2011-6/30/2012 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
5/1/2012	7/1/2012-6/30/2013 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$35,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
TOTAL	Hosting: \$472,320.00 Phones: \$ 88,000.00 Change Orders: \$ 249,600	
GRAND TOTAL	\$809,920	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT E

Section 3	Add the following "HOURLY RATES FOR FUTURE ENHANCEMENTS" chart:			
	IT SERVICES Position Title	Rate- FY2009	Rate- FY2010	Rate- FY2011
	Project Manager	\$110.00	\$130.00	\$130.00
	Database Analyst	\$135.00	\$130.00	\$130.00
	Senior Programmer Analyst	\$100.00	\$130.00	\$130.00
	Database Administrator	\$120.00	\$130.00	\$130.00
	Area Manager	\$240.00	\$240.00	\$240.00
	Solutions Manager	\$145.00	\$145.00	\$145.00
	Business Analysts	\$120.00	\$130.00	\$130.00
	Applications Engineer	\$90.00	\$130.00	\$130.00
	AQ REP	\$90.00	\$130.00	\$130.00
	Saging Engineer	\$90.00	\$130.00	\$130.00
	Training	\$90.00	\$130.00	\$130.00

Table 3 Contract 2003-004 -INTERNET FILING Contract Amendment Descriptions

AMENDMENT NUMBER	AMENDMENT TYPE	IMPLEMENTATION DATE	CONTRACT AMOUNT
2003-004	Original Contract	09/04/2002	\$710,000.00
2003-004A	First Amendment (A)	06/04/2003	\$ 43,960.00
2003-004B	Second Amendment (B)	11/04/2005	N/A Assignment by DRA to OIT
2003-004C	Third Amendment (C)	11/04/2005	\$109,600.00
2003-004D	Fourth Amendment (D)	04/01/2009	\$214,960
2003-004E	Fifth Amendment (E)	Upon approval of Governor and Council	\$214,960
	CONTRACT TOTAL		\$1,293,480

*Remainder of page left intentionally blank*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT E

STATE OF NEW  
HAMP  
INTERNET  
NHDRA  
AMENDMENT

5. Continuance of Agreement: Except as provided herein, all provisions of the Agreement shall remain in full force and effect in accordance with the terms and conditions set forth therein. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Date: 5/3/11

Vendor Signature and Title  
First Data Government Solutions, Inc.

Chuck Eliason, Vice President  
Printed Vendor Name and Title  
First Data Government Solutions, Inc.

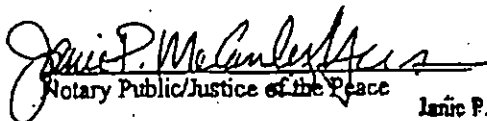
Corporate Signature Notarized:

STATE OF Ohio

COUNTY OF Hamilton

On this the 3rd day of May, 2011, before me,  
Chuck Eliason, the undersigned Officer  
personally appeared and acknowledged her/himself to be the Vice President  
of First Data Government Solutions, Inc., a corporation, and that she/he, as such  
Vice President being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Vice President.

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

  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

Janie P. McCauley-Myers  
Notary Public, State of Ohio  
My commission expires July 25, 2012

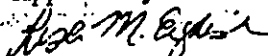




W. Stanley Rogers, Chief Information Officer  
State of New Hampshire  
Department of Information Technology

Date: May 13, 2011

Approved by the Attorney General (Form, Substance and Execution)



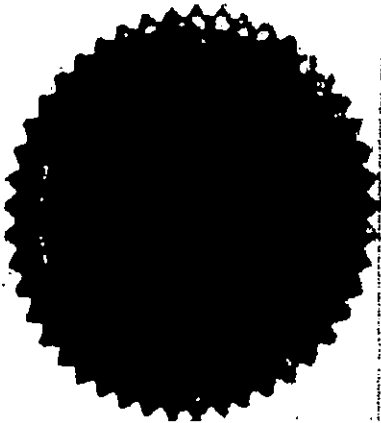
Lisa M. English  
State of New Hampshire, Department of Justice

Date: May 20, 2011

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 FIRST DATA GOVERNMENT SOLUTIONS, INC., a(n) Delaware  
corporation, is authorized to transact business in New Hampshire and qualified on  
November 16, 1998. I further certify that all fees and annual reports required by the  
Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of May, A.D. 2011

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in dark ink.

William M. Gardner  
Secretary of State

**CERTIFICATE**

I, Gretchen A. Herron, do hereby represent and certify that:

(1) I am Assistant Secretary of First Data Government Solutions, Inc., a Delaware corporation (the "Corporation").

(2) I maintain and have custody of the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation in a unanimous written consent in lieu of a meeting of the said Board of Directors executed on April 1, 2011, which action has the same force and effect as a meeting duly held in accordance with Delaware law and the by-laws of the Corporation.

(5) That Chuck Eliassen is a duly elected Vice President of this Corporation.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation this 4<sup>th</sup> day of May, 2011.

  
Gretchen A. Herron, Assistant Secretary

STATE OF NEBRASKA

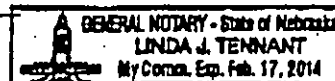
COUNTY OF DOUGLAS

On this the 4<sup>th</sup> day of May, 2011, before me, Gretchen A. Herron, personally appeared and acknowledged herself to be the Assistant Secretary, of First Data Government Solutions, Inc., a Delaware corporation, and that she, as such being authorized to do so, executed the foregoing instrument.

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

Linda J. Tennant  
Notary Public





My Commission Expires: February 17, 2014

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

05/01/2011

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3580 LENOX ROAD, SUITE 2400 ATLANTA, GA 30336	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #
400000-FDC-CAS-11-12	INSURER(S) AFFORDING COVERAGE
INSURED FIRST DATA CORPORATION ATTN: LARA PEARSON-FOMIN 6201 POWERS FERRY ROAD ATLANTA, GA 30339	INSURER A: National Union Fire Ins. Co. 19445 INSURER B: New Hampshire Ins Co 23041 INSURER C: Illinois National Ins Co 23817 INSURER D: ACE Property And Casualty Ins Co 20699 INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

ATL-002363228-21

REVISION NUMBER: 6

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.

INS LTR	TYPE OF INSURANCE	ADDITIONAL RYSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		4361091	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		3376775 (ADS) 3376776 (NA)	01/01/2011 01/01/2011	01/01/2012 01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOO G24875507	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/NEGATIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N		026149977 (ADS) 026149973 (CA) 026149975 (TX) 026149976 (MA, WI)	01/01/2011 01/01/2011 01/01/2011 01/01/2011	01/01/2012 01/01/2012 01/01/2012 01/01/2012	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation		026149974 (FL)	01/01/2011	01/01/2012	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Real Date Government Solutions/GovContract.

## CERTIFICATE HOLDER

## CANCELLATION

State of NH Department of Information Technology Attn: Chief Information Officer 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Ted L. Young
-------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2009 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 Hazen Dr., Concord, NH 03301  
603-271-2871 1-800-852-3345 x2871  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doiit

GAC  
4/1/2009  
Item #8

Richard C. Bailey, Jr.  
Chief Information Officer

March 16, 2009

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Information Technology (DoIT) to enter into a sole source amendment of the existing agreement (2003-004D) between DoIT and First Data Government Solutions (FDGS), formerly known as GovConnect Incorporated, 11311 Cornell Park Drive, Cincinnati OH, 45242 (Vendor #86113), for hosting and supporting the Department of Revenue Administration's (DRA) electronic filing application by increasing the total amount of the contract by \$214,960.00 from \$863,560.00 to \$1,078,520.00, effective upon Governor and Council approval.

2. Further authorize the Department of Information Technology to extend the expiration date of the agreement from June 30, 2009 to June 30, 2011, effective upon Governor and Council approval.

100% Other (Class 27) funds: The Agency Class 27 funds used by the Department of Revenue to reimburse DoIT for this expenditure is 100% General Funds.

Funds for FY10 and FY11 are available in the DoIT Agency Software Development Division budget as follows:

Fiscal Year	Account Code	Job Number	Budget Line	Amount
SFY10	010-003-7684-0300-046-0465-913000	03840037	1714	\$107,480
SFY11	010-003-7684-0300-046-0465-913000	03840037	1714	\$107,480
Totals				\$214,960

**EXPLANATION**

The contract is sole source because First Data Government Solutions is the owner of the propriety software used in developing the e-File application and switching to another vendor would cost more than the original contract allowing for inflation. Continuing this contract will allow for continued Internet tax filings with no interruption of service to taxpayers. DRA collected over \$290 million in tax revenue last year using this method. The additional funding will ensure taxpayers are provided with the most current tax forms and information.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
March 16, 2009  
Page 2

The RFP for the original contract was issued in May 2002 and awarded to GovConnect Inc. by DRA from among three (3) submitting vendors. GovConnect provided DRA with a vendor-developed system with proprietary software built to our specifications. GovConnect houses both the application and the data and provides taxpayers 24/7 access.

The original contract amendment, DRA-2003-004A, was approved by Governor and Council on June 25, 2003, item # 53, for the purchase of a change order in connection with the development of internet filing of Interest & Dividend tax returns and Meal and Rentals returns and payments. The amendment increased the contract by \$43,960.

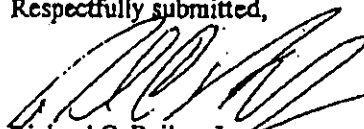
This contract amendment, DRA-2003-004B, was approved by Governor and Council on November 02, 2005, item # 11 to assign the contract to OIT as the funds are now budgeted by DoIT as the result of the state's reorganization of its information technology resources.

The contract amendment, DRA-2003-004C, was approved by Governor and Council on November 02, 2005, item # 11 to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the next two (2) years. This amendment was sole source because the software is proprietary to FDGS and no other vendor is authorized to modify the software. The amendment increased the contract by \$109,600.

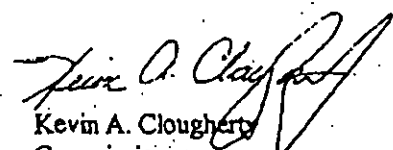
100% Other (Class 27) funds: The Agency Class 27 funds used by the Department of Revenue to reimburse DoIT for this expenditure is 100% General Funds.

Your favorable consideration will be greatly appreciated.

Respectfully submitted,



Richard C. Bailey, Jr.  
Chief Information Officer  
Department of Information Technology



Kevin A. Clougherty  
Commissioner  
Department of Revenue Administration

RCB/itm  
2003-004D  
A&E RID #8288

cc: Leslie Mason  
Sheila Tibbetts



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.doit.nh.gov

Richard C. Bailey, Jr.  
Chief Information Officer

March 3, 2009

Commissioner Kevin A. Clougherty  
Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03301

Dear Commissioner Clougherty,

This letter represents formal notification that the Department of Information Technology (OIT) has approved your agency's request to amend existing contract 2003-004 Internet Filing Solution, with First Data Government Solutions (formerly GovConnect, Inc.) as described below and referenced as OIT No.2003-004D.

This is a request for approval to amend contract 2003-004 Internet Filing Solution through Amendment D, to exercise the option to extend the contract through June 30, 2011 and increase contract funding by \$214,960.00, from \$863,560.00 to a total of \$1,078,520.00 to cover ongoing support and maintenance. This amendment shall be effective upon Governor and Executive Council approval. This project is set forth in the DRA's Strategic Information Technology Plan, E-file Project, dated October 2005.

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

Sincerely,



Richard C. Bailey, Jr.

RCB/ltn  
2003-004D  
A&E RID #8288  
cc: Sheila Tibbets  
Leslie Mason

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT D

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #NHDRA-2003-004, on September 4, 2002 Item 34 (herein after referred to as the "Agreement"), First Data Government Solutions, Inc. (FDGS), formerly known as GOVCONNECT (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17 of the Form P-37 (2-05) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the maintenance agreement, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$214,960 to bring the total contract price to \$1,078,520

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Delete all instances of "Office of Information Technology" and replace with "Department of Information Technology."
2. Delete all instances of "GovConnect" and replace with "First Data Government Solutions, Inc."
3. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2011
4. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$863,560 to \$1,078,520

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

Table 1

Exhibit A: Scope of Work/Services of the Agreement	
Section 1 - 15	Delete all instances of Office of Information Technology" and replace with "Department of Information Technology."
Section 1 - 15	Delete all instances of "GovConnect" and replace with "First Data Government Solutions, Inc."
Section 1.2	Delete section 1.2 and replace with the following: <b>PERIOD OF PERFORMANCE</b>  This contract shall become effective upon execution by the Vendor and all the legally authorized representatives of the State, including but not limited to the Governor and Executive Council, through June 30 <sup>th</sup> 2011.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT D

Section 1.3	<p>Delete the following definition:</p> <p>DRA is defined as:</p> <p style="text-align:center">State of New Hampshire Department of Revenue Administration 45 Chenell Dr Concord, New Hampshire 03301</p> <p>Replace with:</p> <p>DRA is defined as:</p> <p style="text-align:center">State of New Hampshire Department of Revenue Administration 109 Pleasant Street Concord, New Hampshire 03301</p>
Section 1.3	<p>Delete the following definition:</p> <p>GovConnect, Inc. is defined as:</p> <p style="text-align:center">GovConnect, Inc. 11311 Cornell Park Drive, Suite 300 Cincinnati, Ohio 45242</p> <p>Replace with:</p> <p>First Data Government Solutions, Inc. (FDGS) is defined as:</p> <p style="text-align:center">First Data Government Solutions, Inc. 11311 Cornell Park Drive, Suite 300 Cincinnati, Ohio 45242</p>
Section 1.3	<p>Add the following definition:</p> <p>DoIT is defined as:</p> <p style="text-align:center">State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301</p>
Section 3	<p>Delete the following text:</p> <p style="text-align:center">Irene Koffink Director of Information Services 45 Chenell Dr Concord, New Hampshire 03301 Phone: (603) 271-1328 Fax: (603) 271-5455 E-Mail: <a href="mailto:jkoffink@rev.state.nh.us">jkoffink@rev.state.nh.us</a></p>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT D

NEW HAMPSHIRE  
DEPARTMENT OF  
INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT D

	Replace with:  Sheila Tibbets DRA Information Technology Leader Department of Information Technology 109 Pleasant Street Concord, NH 03301 Phone: 603-271-3128 Email: <a href="mailto:sheila.tibbets@doit.nh.gov">sheila.tibbets@doit.nh.gov</a>																				
Section 5.3	Delete Section 5.3 of Exhibit A.																				
Section 12	Delete the escalation chart in Section 12 and replace with: <table border="1"><thead><tr><th>LEVEL</th><th>FDCS</th><th>NH DoIT</th><th>ALLOTTED TIME</th></tr></thead><tbody><tr><td>Primary</td><td>Jason Clark, Client Services</td><td>Sheila Tibbets, IT Leader</td><td>3 Business Days</td></tr><tr><td>First</td><td>Gerhard Milkum, Director, Client Services</td><td>Mary Houde ASD Assistant Director</td><td>5 Business Days</td></tr><tr><td>Second</td><td>Jacie Engle Director, Delivery Services</td><td>Peter Hastings ASD Director</td><td>10 Business Days</td></tr><tr><td>Third</td><td>Jeffery Myers VP Delivery Services</td><td>Richard C. Bailey Jr. CIO</td><td>10 Business Days</td></tr></tbody></table>	LEVEL	FDCS	NH DoIT	ALLOTTED TIME	Primary	Jason Clark, Client Services	Sheila Tibbets, IT Leader	3 Business Days	First	Gerhard Milkum, Director, Client Services	Mary Houde ASD Assistant Director	5 Business Days	Second	Jacie Engle Director, Delivery Services	Peter Hastings ASD Director	10 Business Days	Third	Jeffery Myers VP Delivery Services	Richard C. Bailey Jr. CIO	10 Business Days
LEVEL	FDCS	NH DoIT	ALLOTTED TIME																		
Primary	Jason Clark, Client Services	Sheila Tibbets, IT Leader	3 Business Days																		
First	Gerhard Milkum, Director, Client Services	Mary Houde ASD Assistant Director	5 Business Days																		
Second	Jacie Engle Director, Delivery Services	Peter Hastings ASD Director	10 Business Days																		
Third	Jeffery Myers VP Delivery Services	Richard C. Bailey Jr. CIO	10 Business Days																		

Exhibit B of the Agreement is hereby amended as described in Table 2:  
Table 2

Contract #	
Section 1 - 3	Delete all instances of "Office of Information Technology" and replace with "Department of Information Technology."
Section 1 - 3	Delete all instances of "GovConnect" and replace with "First Data Government Solutions, Inc."
Introduction	<p>Delete the introductory paragraph and replace with the following language:</p> <p>We understand this contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30<sup>th</sup> 2011 with optional annual extensions for applications support, enhancements and hosting unless otherwise agreed upon by the DoIT and FDSG. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.</p>
Section 2	Delete "OPTIONAL EXTENSIONS FOR HOSTING SERVICES CHART" replace with the following chart:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT D

NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$17,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$17,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$17,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Phones: \$10,000.00 Plus change orders not to exceed \$17,400.00/year.	Monthly @ \$4,800.00 plus actual phone charges
5/1/2009	7/1/2009-6/30/2010 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$15,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges.
5/1/2010	7/1/2010-6/30/2011 Hosting: \$60,480.00 Phones: \$12,000.00 Plus change orders not to exceed \$15,000.00/year	Monthly @ \$5040.00 plus actual phone and change order charges
TOTAL	Hosting: \$351,360.00 Phones: \$ 64,000.00 Change Orders: \$ 179,600.00	
GRAND TOTAL	\$594,960.00	

Section 3

Add the following "HOURLY RATES FOR FUTURE ENHANCEMENTS" chart:

ITSERVICES Position Title	Rate- FY2009	Rate- FY2010	Rate- FY2011
Project Manager	\$110.00	\$130.00	\$130.00
Database Analyst	\$135.00	\$130.00	\$130.00
Senior Programmer Analyst	\$100.00	\$130.00	\$130.00
Database Administrator	\$120.00	\$130.00	\$130.00
Area Manager	\$240.00	\$240.00	\$240.00
Solutions Manager	\$145.00	\$145.00	\$145.00
Business Analysts	\$120.00	\$130.00	\$130.00
Applications Engineer	\$90.00	\$130.00	\$130.00
AQ REP	\$90.00	\$130.00	\$130.00
Staging Engineer	\$90.00	\$130.00	\$130.00
Training	\$90.00	\$130.00	\$130.00

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NH/DRA-2003-004  
AMENDMENT D

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NH/DRA-2003-004  
AMENDMENT D

Table 3 Contract 2003-004 - INTERNET FILING Contract Amendment Descriptions

AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
2003-004	Original Contract	9/4/2002	\$710,000.00
2003-004A	First Amendment (A)	6/4/2003	\$ 43,960.00
2003-004B	Second Amendment (B)	11/04/2005	N/A Assignment by DRA to OIT
2003-004C	Third Amendment (C)	11/04/2005	\$109,600.00
2003-004D	Fourth Amendment (D)	Upon approval of Governor and Council	\$214,960.00
	CONTRACT TOTAL		\$1,078,520.00

*Remainder of page left intentionally blank.*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERNET FILING  
NHDRA-2003-004  
AMENDMENT D

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

[Signature]  
FDGS Signature and Title  
First Data Government Solutions, Inc.

Date: 2/27/09

Chuck Eliassen, Vice President  
Printed FDGS Name and Title  
First Data Government Solutions, Inc.

Corporate Signature Notarized:  
STATE OF Ohio  
COUNTY OF Hamilton

On this the 27th day of February, 2009, before me,  
Chuck Eliassen, the undersigned Officer  
personally appeared and acknowledged her/himself to be the Vice President, of  
First Data Government Solutions, Inc., a corporation, and that she/he, as such  
Vice President being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Vice President.

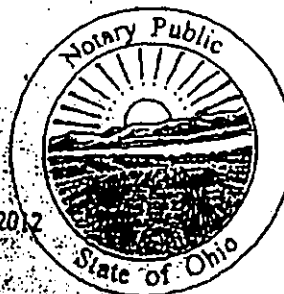
IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

Janice P. McCauley-Myers  
Notary Public, State of Ohio  
My commission expires July 25, 2012



[Signature]  
Richard C. Bailey, Jr., Chief Information Officer  
State of New Hampshire  
Department of Information Technology

Date: 3/5/09

Approved by the Attorney General (Form, Substance and Execution)

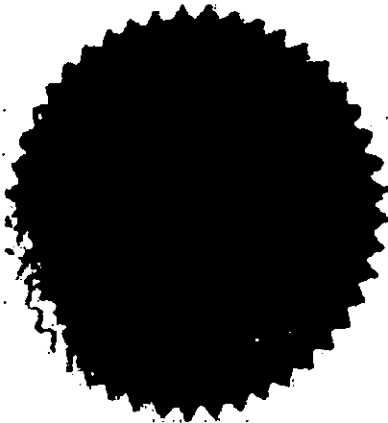
[Signature]  
State of New Hampshire, Department of Justice

Date: 3/17/09

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 FIRST DATA GOVERNMENT SOLUTIONS, INC., a(n) Delaware  
corporation, is authorized to transact business in New Hampshire and qualified on  
November 16, 1998. I further certify that all fees and annual reports required by the  
Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24<sup>th</sup> day of February, A.D. 2009

A handwritten signature in cursive script, appearing to read "William M. Gardner", is written over a horizontal line.

William M. Gardner  
Secretary of State

CERTIFICATE

I, Gretchen A. Herron, do hereby represent and certify that:

(1) I am Assistant Secretary of First Data Government Solutions, Inc., a Delaware corporation (the "Corporation").

(2) I maintain and have custody of the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation in a unanimous written consent in lieu of a meeting of the said Board of Directors dated May 1, 2008, which action has the same force and effect as a meeting duly held in accordance with Delaware law and the by-laws of the Corporation.

(5) The signature of Chuck Eliassen, Vice President of this Corporation, affixed to any contract instrument or document shall bind the Corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation this March 2, 2009.

  
Gretchen A. Herron, Assistant Secretary

STATE OF Nebraska

COUNTY OF Douglas

On this the 2<sup>nd</sup> day of March, 2009, before me,

Gretchen A. Herron, personally appeared and acknowledged her/himself to be the Assistant Secretary, of First Data Government Solutions, Inc., a Delaware corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public/Justice of the Peace

My Commission Expires: Jan. 11, 2012



MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001707633-02

## PRODUCER

MARSH USA, INC.  
3475 PIEDMONT ROAD, N.E., STE 1200  
ATLANTA, GA 30306  
404.760.5663 (FAX)

100080-FDC-CAS-09/10

## INSURED

FIRST DATA CORPORATION  
ATTN: LARA PEARSON-FOMIN  
6201 POWERS FERRY ROAD  
ATLANTA, GA. 30339

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT ASSIGN, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A Zurich American Insurance Co

## COMPANY

B N/A

## COMPANY

C

## COMPANY

D

## COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

2

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO3730585-04	01/01/09	01/01/10	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$ 1,000,000
	AUTOMOBILE LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
	BARGE LIABILITY				BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
	EXCESS LIABILITY				EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
A A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC 3730583-04 (A06) WC 3730584-04 (MA & WI)	01/01/09 01/01/09	01/01/10 01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL			
	OTHER				

## DESCRIPTION OF OPERATION/LOCATION/VEHICLES/SPECIAL ITEMS

PROJECT/LOCATION OF WORK: First Data Government Solutions

STATE OF NEW HAMPSHIRE  
OFFICE OF IT  
ATTN: CHIEF INFORMATION OFFICER  
27 HAZEN DRIVE  
CONCORD, NH 03301

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL endeavor to give 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
BY: Ted L. Young

VALID AS OF: 02/25/09



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-4273 1-800-852-3345 x4273  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

NOV 02 2005

Richard C. Bailey, Jr.  
Chief Information Officer

October 17, 2005

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

100% OTHER FUNDS  
SOLE SOURCE

REQUESTED ACTION

*amendment B*

1) Authorize the Office of Information Technology to amend an existing agreement between First Data Government Solutions (FDGS), formerly known as GovConnect Incorporated, 11311 Cornell Park Drive, Cincinnati, OH 45242 (vendor #86113) and the Department of Revenue Administration (DRA) (originally approved by Governor and Council on September 4, 2002, item #34 and as amended on June 25, 2003, item #53) by accepting the assignment of the agreement from DRA for hosting and supporting DRA's electronic filing application through June 30, 2009, effective upon Governor and Council approval.

*amendment C*

2) Authorize the Office of Information Technology (OIT) to amend the existing agreement noted above between OIT and First Data Government Solutions (FDGS), formerly known as GovConnect Incorporated, 11311 Cornell Park Drive, Cincinnati OH, 45242 (Vendor #86113), for hosting and supporting DRA's electronic filing application by increasing the total amount of the contract by \$109,600, from \$753,960 to \$863,560.00, effective upon Governor and Council approval.

Funds for FY06 and FY07 are available in the current OIT budget as follows. Funds for the following two fiscal years will become available upon legislative approval of the biennial budget for FY08 and FY09.

SFY06	010-003-1660-046-0465	03840037	\$27,400
SFY07	010-003-1660-046-0465	03840037	\$27,400
SFY08	010-003-1660-046-0465	03840037	\$27,400
SFY09	010-003-1660-046-0465	03840037	\$27,400

EXPLANATION

The RFP for the original contract was issued in May 2002 and awarded to GovConnect Inc. by DRA from among three (3) submitting vendors. GovConnect provided DRA with a

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
October 17, 2005  
Page 2

vendor-developed system with proprietary software built to our specifications. GovConnect houses both the application and the data and provides taxpayers 24/7 access.

The original contract amendment, DRA-2003-004A, was approved by Governor and Council on June 25, 2003, item # 53, for the purchase of a change order in connection with the development of internet filing of Interest & Dividend tax returns and Meal and Rentals returns and payments. The amendment increased the contract by \$43,960.

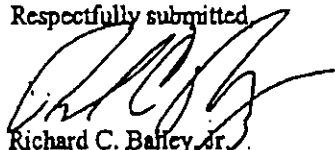
This contract amendment, DRA-2003-004B, is to assign the contract to OIT as the funds are now budgeted by OIT as the result of the state's reorganization of its information technology resources.

The contract amendment, DRA-2003-004C, is to provide for programming and implementing annual tax year changes for electronic filing of tax returns and payments and allow for any DRA initiated changes and updates to the electronic tax filing application over the next four (4) years. This amendment was not bid because the software is proprietary to FDGS and no other vendor is authorized to amend the software.


DRA collected over \$213,800,000 in tax revenue last year, using this method. The additional funding will ensure taxpayers are provided with the most current tax forms and information. Changes for tax year 2005, including changes to the Interest and Dividend Tax Return form, along with future enhancements determined to improve service to the taxpayer, will be funded by this contract amendment.

Your favorable consideration will be greatly appreciated.

Respectfully submitted,



Richard C. Bailey, Jr.  
Chief Information Officer  
Office of Information Technology



G. Philip Blatsos  
Commissioner  
Department of Revenue  
Administration



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-4273 1-800-852-3345 x4273  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.  
Chief Information Officer

October 19, 2005

Commissioner G. Philip Blatsos  
Department of Revenue Administration  
45 Chenell Drive  
Concord, NH 03301

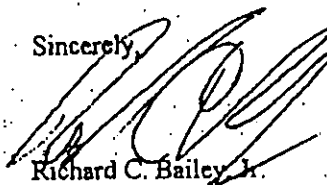
Dear Commissioner Blatsos,

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to amend existing contract 2003-004 Internet Filing Solution, with First Data Government Solutions (formerly GovConnect, Inc.) as described below and referenced as OIT No.2003-004BC.

This is a request for approval to amend contract 2003-004 Internet Filing Solution through Amendment B, to exercise the option to extend the contract through June 30, 2009 and increase contract funding by \$153,560.00, from \$710,000.00 to a total of \$863,560.00 to cover ongoing support and maintenance. In addition, Amendment C assigns the contract from Department of Revenue Administration (DRA) to the Office of Information Technology (OIT). These amendments will be effective upon Governor and Executive Council approval. This project is set forth in the DRA's Strategic Information Technology Plan, E-file Project, dated November 2003.

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

Sincerely,



Richard C. Bailey, Jr.

RB/ltn  
Document2

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003-0041  
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, as a result of RFP NHDRA 2003-004 on September 4<sup>th</sup>, 2002, C.E. 710863, (hereinafter referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GovConnect, Inc. and hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Revenue (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, the Department wishes to assign the Agreement, as amended, and the rights and obligations thereunder to the Office of Information Technology (hereinafter referred to as "OIT"), an agency of the State of New Hampshire, and OIT is willing to accept the assignment of the Agreement, as amended, and all the rights and obligations as set forth in the Agreement;

WHEREAS, the Vendor has agreed to accept the assignment of the Agreement to OIT; and,

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the Department, Vendor, and OIT hereby agree as follows:

Amendment and Assignment of Agreement

1. On Form P-37, amend Section 1.1 of the General Provisions of the Agreement by changing the State Agency Name from "Department of Revenue Administration" to "Office of Information and Technology".
2. On Form P-37, amend Section 1.2 of the General Provisions of the Agreement by changing the State Address Name from "45 Chenell Drive, Concord, New Hampshire 03301" to "27 Hazen Drive, Concord, New Hampshire 03301".
3. The DRA hereby assigns all of its rights and obligations under the Agreement, as amended, to OIT. OIT shall be entitled to all the rights and obligations under the Agreement, as amended.
4. OIT hereby accepts the assignment by DRA of all of its the rights and obligations under the Agreement, as amended.
5. **EFFECTIVE DATE OF THE AMENDMENT:** This Amendment and Assignment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no recourse to enforce the Amendment to either party.
6. **CONTINUANCE OF AGREEMENT:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial all pages  
Vendor Initials YML

DAS (DITM) Contract Amendment Template V2.0 (5/03)

Page 1 of 2

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
INTERNET FILING  
CONTRACT DRA 2003 - 004C  
CONTRACT AMENDMENT C

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, as a result of RFP NHDRA 2003-004 on September 4<sup>th</sup>, 2002, C.E. 710863, (hereinafter referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GovConnect, Inc. and hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of Information Technology (hereinafter referred to as "OIT") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, the Vendor and OIT have agreed to amend the Agreement in certain respects;

WHEREAS, the OIT wishes to have the Vendor modify the Department of Revenue Administration Internet Filing application for tax year changes and/or have the Vendor make additional modifications (change request orders) to the Internet Filing application;

WHEREAS, OIT wishes to execute this contract to increase the Agreement by an amount not to exceed \$ 109,600.00 (\$27,400.00 for each of the four years of hosting services), for a new Agreement limitation of \$863,560.00.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

1. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$710,000.00 to \$863,560.00.
2. Amend Section 14 of Exhibit A Statement of Work by replacing the Optional Extensions for Hosting Services Table with Table 3 and replacing the Contract Amendment Descriptions with Table 4, incorporated herewith.
3. Amend Section 2.1 of Exhibit B Firm Fixed Price Payment Schedule replacing the Optional Extensions for Hosting Services Table with Table 3, incorporated herewith.

Table 3 First Data Government Solutions (FDGS), and OIT at the discretion of OIT, may extend this contract for one-year intervals by notifying FDGS by May 1<sup>st</sup> of each year with payments as follows:

NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Plus phone Est. \$10,000.00 Plus change request orders not to exceed \$27,400.00/year	Monthly @ \$4,800.00 plus actual phone charges plus actual change request orders

Initial all pages

Vendor Initials *[Signature]*

DAS (DITM) Contract Amendment Template V2.0 (5/03)

Page 1 of 3

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
INTERNET FILING  
CONTRACT DRA 2003 - 004C  
CONTRACT AMENDMENT C**

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
INTERNET FILING  
CONTRACT DRA 2003 - 004C  
CONTRACT AMENDMENT C**

5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Plus phone Est. \$10,000.00 Plus change request orders not to exceed \$27,400.00/year	Monthly @ \$4,800.00 plus actual phone charges plus actual change request orders
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Plus phone Est. \$10,000.00 Plus change request orders not to exceed \$27,400.00/year	Monthly @ \$4,800.00 plus actual phone charges plus actual change request orders
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Plus phone Est. \$10,000.00 Plus change request orders not to exceed \$27,400.00/year	Monthly @ \$4,800.00 plus actual phone charges plus actual change request orders
<b>TOTAL</b>	Hosting: \$230,400.00 Plus phone Est. \$40,000.00 Plus change request orders not to exceed \$109,600.00	
<b>GRAND TOTAL</b>	\$380,000.00 including phone charges (7/1/05 - 6/30/09) and change request orders (7/1/05 - 6/30/09)	Optional Extensions

**Table 4 Contract 2003-004 Internet Filing, Contract Amendment Descriptions:**

AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
2003-004	Original Contract	9/4/2002	\$710,000.00
2003-004A	First Amendment (A)	6/4/2003	\$ 43,960.00
2003-004B	Second Amendment (B)	Upon approval of Governor and Council.	N/A Assignment by DRA to OIT
2003-004C	Second Amendment (C)	Upon approval of Governor and Council.	\$109,600.00
	<b>CONTRACT TOTAL</b>		<b>\$863,560.00</b>

4. **CONTINUANCE OF AGREEMENT:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial all pages  
Vendor Initials YMM

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
INTERNET FILING  
CONTRACT DRA 2003 - 004C  
CONTRACT AMENDMENT C

This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

VENDOR: FIRST DATA GOVERNMENT SOLUTIONS, INC.

Thomas G. Sickman  
Thomas G. Sickman, Senior Vice President  
Chuck Eliason

Date: 10/18/05

OFFICE OF INFORMATION TECHNOLOGY: State of New Hampshire, acting by and through

By: \_\_\_\_\_  
Richard C. Bailey, Chief Information Officer  
Office of Information Technology

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
<AG ATTORNEY NAME>  
State of New Hampshire,  
Department of Justice, <BUREAU NAME>

Date: \_\_\_\_\_

\_\_\_\_\_  
<Approved by Governor and Council>

Date: \_\_\_\_\_

DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004B  
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, as a result of RFP NHDRA 2003-004 on September 4<sup>th</sup>, 2002, C.E. 710863, (hereinafter referred to as the "Agreement"), First Data Government Solutions, Inc. (formerly known as GovConnect, Inc. and hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Revenue (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, the Department wishes to assign the Agreement, as amended, and the rights and obligations thereunder to the Office of Information Technology (hereinafter referred to as "OIT"), an agency of the State of New Hampshire, and OIT is willing to accept the assignment of the Agreement, as amended, and all the rights and obligations as set forth in the Agreement;

WHEREAS, the Vendor has agreed to accept the assignment of the Agreement to OIT; and,

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the Department, Vendor, and OIT hereby agree as follows:


Amendment and Assignment of Agreement

1. On Form P-37, amend Section 1.1 of the General Provisions of the Agreement by changing the State Agency Name from "Department of Revenue Administration" to "Office of Information and Technology".
2. On Form P-37, amend Section 1.2 of the General Provisions of the Agreement by changing the State Address Name from "45 Chenell Drive, Concord, New Hampshire 03301" to "27 Hazen Drive, Concord, New Hampshire 03301".
3. The DRA hereby assigns all of its rights and obligations under the Agreement, as amended, to OIT. OIT shall be entitled to all the rights and obligations under the Agreement, as amended.
4. OIT hereby accepts the assignment by DRA of all of its the rights and obligations under the Agreement, as amended.
5. EFFECTIVE DATE OF THE AMENDMENT: This Amendment and Assignment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no recourse to enforce the Amendment to either party.
6. CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003-004B  
CONTRACT AMENDMENT B

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

VENDOR: FIRST DATA GOVERNMENT SOLUTIONS, INC.

  
Thomas Siekman, Senior Vice President  
Chuck Eliason

Date: 10/18/05

DEPARTMENT OF REVENUE ADMINISTRATION: State of New Hampshire, acting through its  
Department of Revenue Administration:

By:   
G. Philip Blais, Commissioner  
New Hampshire Department of Revenue Administration

Date: 10/19/05

OFFICE OF INFORMATION TECHNOLOGY: State of New Hampshire, acting by and through

By: \_\_\_\_\_  
Richard C. Bailey, Chief Information Officer  
Office of Information Technology

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
<AG ATTORNEY NAME>  
State of New Hampshire,  
Department of Justice, <BUREAU NAME>

Date: \_\_\_\_\_

<Approved by Governor and Council>

Date: \_\_\_\_\_



Stanley R. Arnold  
Commissioner

State of New Hampshire  
Department of Revenue Administration  
45 Chenell Drive, P.O. Box 457  
Concord, NH 03302-0457

53

G-C 6/25/#53

Barbara T. Reid  
Assistant Commissioner

May 6, 2003

JUN 25 2003

5-1

His Excellency, Governor Craig R. Benson  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

#### REQUESTED ACTION

Authorize the Department of Revenue Administration to amend an existing contract with GovConnect, Inc., (Vendor # 101127), originally approved by Governor and Executive Council on September 4, 2002, Item # 34, for the purchase of products and service change orders in connection with the development of Internet Filing by increasing the amount from \$439,600 by \$43,960 for a new total of \$483,560. Funds are available in account number 030-084-0289-090-0465.

#### EXPLANATION

The original contract with GovConnect, Inc., provided the Department with a full scope of services for the implementation of an Internet Filing solution, that included the ability for taxpayers and operators to use the Internet to send tax payments and tax return information. The contract was for design, software development, training and documentation for Internet Filing capabilities with provisions for change request orders up to June 30, 2005. The original contract neglected to include 10% of the \$439,600 as a contingency for unanticipated but necessary change request order funding. To date, Internet Filing Phase I was successfully completed on March 3, 2003, and included two change request orders totaling \$4,800. Phase II was started April 2, 2003, and includes one change request order for \$2,480. The total change order requests of \$7,280 will be deducted from \$43,960 leaving a remainder of \$36,680 available for any future unanticipated change request orders.

Your favorable consideration will be greatly appreciated.

Sincerely,

Barbara T. Reid  
Acting Commissioner

Attachments  
BTR/jls

Telephone:  
(603) 271-2191

TDD Access: Relay NH  
1-800-735-2964

Web site address:  
[www.state.nh.us/revenue](http://www.state.nh.us/revenue)

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, as a result of RFP NHDRA 2003-004 on September 4<sup>th</sup>, 2002, C.E. 710863, (hereinafter referred to as the "Agreement"), GovConnect, Inc. (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Revenue (hereinafter referred to as the "Department") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 17 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to have the Vendor carry out unanticipated activities associated with the completion of Phase I and Phase II; change order requests.

WHEREAS, the Department wishes to execute this contract to increase the Agreement by \$43,960.00, for a new Agreement limitation of \$753,960.00.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as of May 6, 2003, as follows:

1. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$710,000.00 to \$753,960.00. To date, Internet Filing Phase I was successfully completed on March 3<sup>rd</sup>, 2003 and included two change request orders totaling \$4,800.00. Phase II was started April 2<sup>nd</sup>, 2003 and includes one change request order for \$2,480.00. The total change order requests of \$7,280.00 will be deducted from the \$43,960.00 leaving a remainder of \$36,680.00 available for any future unanticipated change request orders.
2. Amend Section 14.1 of Exhibit A Statement of Work/Services by replacing the Phase I *Deliverables and Milestones* Table with Table 1, incorporated herewith.

Initial all pages.

Vendor Initials REF

DAS (DITM) Contract Amendment Template V2.0 (5/03)

Page 1 of 8

DEPARTMENT OF JUSTICE

The Governor and Executive Council acted as follows:

#37 Authorized to pay travel expenses for FY 02 out of FY 03 funds, as specified in letter dated August 21, 2002 to: Constance Stratton in the amount of \$113.89; Michael Delaney in the amount of \$180.31; and John Lucas in the amount of \$75.19.

#38 Authorized the Attorney General to appoint Laura E. Lombardi as an Assistant Attorney General, effective upon G&C approval, at a salary level of \$54,000 for a term ending June 30, 2005.

#39 Authorized the Attorney General to reappoint Michael Delaney as an Assistant Attorney General for a term ending August 31, 2007.

#40 Authorized to amend retroactively the termination date of the federal grant award (FY 2000 Violence Against Women Grant Program, (originally approved at G&C meeting of 12/20/00 Item #43), from July 31, 2002 to July 31, 2003 to allow the existing subgrantee to fully expend their grant as specified in letter dated August 21, 2002.  
(2) Further authorized to amend retroactively the termination date of subgrant to NH Coalition (originally approved at G&C meeting of 7/5/01 Item #20), from June 30, 2002 to June 30, 2003.

#41 Authorized to conduct a daylong advanced training on the New Hampshire Civil Rights Act at The Event Center at C.R. Sparks scheduled for September 26, 2002 at a cost not to exceed \$5,838.

(2) Further authorized agreement with The Event Center at C.R. Sparks in an amount not to exceed \$3,738 effective upon G&C approval through December 31, 2002 for necessary training conference facilities as specified in letter dated August 20, 2002.

(3) Further authorized to expend funds in support of the conference noted above as detailed in budget attached to letter dated August 20, 2002 in the total amount of \$2,100 effective upon G&C approval through December 30, 2002.

#42 Authorized to accept and expend a grant in the amount of \$257,162 from the US Department of Justice to provide equipment and training to criminal justice personnel, effective upon G&C approval through September 20, 2003.

(2) Further authorized to enter into subgrant with the Office of Sponsored Research at the University of New Hampshire in the amount of \$36,630 to be used to update the New Hampshire Attorney General's Law Enforcement Manual, effective upon G&C approval through September 30, 2003.

(3) Further authorized to enter into subgrant with the Town of Colebrook in the amount of \$9,775 to provide security enhancing equipment to the public safety building in the town of Colebrook, effective upon G&C approval through September 30, 2003.

#43 Authorized subgrant for the 2001 Victims of Crime Act Grant Program from August 28, 2002 to June 30, 2003 to Rape and Assault Support Services in the amount of \$1,500.

(2) Further authorized subgrant for the 2002 Victims of Crime Act Grant Program, from August 28, 2002 to December 31, 2003 to The Support Center in the amount of \$128,477.

#44 Authorized subgrant for the 2000 Enforcing Underage Drinking Laws Grant Program from August 28, 2002 to May 31, 2003 to Meredith Police Department in the amount of \$10,944.

#45 Authorized subgrant with the New Hampshire Department of Safety in the amount of \$43,303 to partially fund the continuation of the position of Database Administrator at the Department of Safety, effective upon G&C approval through September 30, 2005.

#46 Authorized subgrant with the New Hampshire Department of Safety in the amount of \$145,767 to purchase hardware and software for the enhancement of the criminal justice information system known as J-ONE effective upon G&C approval through September 30, 2002.

#47 Authorized subgrant for the 2001 Enforcing Underage Drinking Laws Grant Program from September 4, 2002 to May 31, 2003 to Cheshire County Sheriff's Department in the amount of \$10,959.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

Table 1 Contract 2003-004 Amendment A Internet Filing Exhibit A Section 14.1 Deliverables and Milestones Schedule

	DELIVERABLE	SCHEDULE DUE / COMPLETION DATE
	<b>PHASE I:</b>	
1-1	System Request Initiation (Initial Project Planning)	09/20/2002
1-2	Preliminary project meeting(s)	
1-3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications	
1-4	Analysis	10/02/2002
1-5	Business requirements definition.	
1-6	Design	10/25/02
1-7	Logical Design	
1-8	Physical Design	
1-9	Construction (Development)	12/06/02
1-10	Develop prototype of pilot applications.	
1-11	System/unit test plans	
1-12	Disaster Recovery Plan - For recovery of hardware and software systems	
1-13	Disaster Recovery Plan - For recovery of applications including business continuity	
1-14	Operations Plan and Process Documentation	
1-15	Training plans	
1-16	Test	01/10/03
1-17	System/unit test	
1-18	Implementation (Infrastructure and Prototype)	01/14/03
1-19	Infrastructure installation	
1-20	Acceptance of prototype	
1-21	Deployment	
1-22	An additional level of security has been requested for the New Hampshire DRA e-File Electronic Payment system. - Phase I.	12/20/2002
1-23	Taxpayers are not allowed to use the combination of the state's Routing Number and Account Number when making an ACH payment. This action should generate an error message informing the Taxpayer that the routing and account number combination is invalid. - Phase I.	3/11/2003
1-24	User acceptance testing	01/31/03
1-25	Sign off and full implementation / Production cut-over	02/07/03
1-26	Wrap Up	02/14/03
1-27	Ongoing Support	02/2004
	End of Phase I	

Initial all pages

Vendor Initials BEE

DAS (DITM) Contract Amendment Template V2.0 (5/03)

Page 2 of 8

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

Table 1 Contract 2003-004 Amendment A Internet Filing Exhibit A Section 14.1 Deliverables and Milestones Schedule

	DELIVERABLE	SCHEDULE DUE / COMPLETION DATE
	<b>PHASE II:</b>	
2-1	System Request Initiation (Initial Project Planning)	03/07/03
2-2	Preliminary project meeting(s)	
2-3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications	
2-4	Analysis	05/07/03* no activity between 3/28 through 4/13
2-5	Business requirements definition.	
2-6	Design	05/21/03
2-7	Logical Design	
2-8	Physical Design	
2-9	Construction (Development)	07/22/03
2-10	Develop prototype of pilot applications.	
2-11	System/unit test plans	
2-12	Disaster Recovery Plan - For recovery of hardware and software systems	
2-13	Disaster Recovery Plan - For recovery of applications including business continuity	
2-14	Operations Plan and Process Documentation	
2-15	Training plans	
2-16	Add Cancel a Payment functionality to the Meals & Rentals Telefile application. Phase II.	4/29/2003
2-17	Test	08/26/03
2-18	System/unit test	
2-19	Implementation (Infrastructure and Prototype)	09/02/03
2-20	Infrastructure installation	
2-21	Acceptance of prototype	
2-22	Deployment	
2-23	User acceptance testing	09/16/03
2-24	Sign off and full implementation / Production cut-over	09/23/03
2-25	Wrap Up	09/30/03
2-26	Retainage*	See Section 14.2
2-27	Any future change orders. All change orders will be managed through the change control procedures outlined in Section 3.6, Exhibit A.	
	End of Phase II	

14.2 \*RETAINAGE, 10% OF THE TOTAL OF PHASE I & PHASE 2 (\$43,960.00) SHALL BE WITHHELD UNTIL THE LATER OF: (1) THE END OF THE WARRANTY PERIOD, OR (2) 30 DAYS (THIRTY DAYS) AFTER THE LAST WARRANTY PROBLEM IS CORRECTED BY THE CONTRACTOR.

Initial all pages

Vendor Initials BEE

DAS (DITM) Contract Amendment Template V2.0 (5/03)

Page 3 of 8

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

3. Exhibit B *Firm Fixed Price (FFP) Payment Schedule*, is hereby amended by replacing the table for the activities and deliverables contained in Section 2 of Exhibit B of the Agreement by replacing the original tables with Table 2 incorporated herewith.

**Table 2 Contract 2003-004 Internet Filing Amendment A Exhibit B Section 2 *Firm Fixed Price (FFP)*  
*Deliverables Payment Schedule***

	DELIVERABLE	SCHEDULE DUE / COMPLETION DATE	PAYMENT %	AMOUNT
	<b>PHASE I</b>			
I-1	System Request Initiation (Initial Project Planning)	09/20/2002		
I-2	Preliminary project meeting(s)			
I-3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications			
I-4	Analysis	10/02/2002		
I-5	Business requirements definition.			
I-6	Design	10/25/02	10%	\$43,960.00
I-7	Logical Design			
I-8	Physical Design			
I-9	Construction (Development)	12/06/02	15%	\$65,940.00
I-10	Develop prototype of pilot applications.			
I-11	System/unit test plans			
I-12	Disaster Recovery Plan - For recovery of hardware and software systems			
I-13	Disaster Recovery Plan - For recovery of applications including business continuity			
I-14	Operations Plan and Process Documentation			
I-15	Training plans			
I-16	Test	01/10/03		
I-17	System/unit test.			
I-18	Implementation (Infrastructure and Prototype)	01/14/03	10%	\$43,960.00
I-19	Infrastructure installation			
I-20	Acceptance of prototype			
I-21	Deployment			
I-22	User acceptance testing	01/31/03	10%	\$43,960.00
I-23	Sign off and full implementation / Production cut-over	02/07/03	15%	\$65,940.00
I-24	Wrap Up	02/14/03		
I-25	Ongoing Support	02/2004		
	<b>Total of Phase I</b>			\$263,760.00

**Table 2 Contract 2003-004 Internet Filing Amendment A Exhibit B Section 2 *Firm Fixed Price*  
*Deliverables Payment Schedule***

	DELIVERABLE	SCHEDULE DUE / COMPLETION DATE	PAYMENT %	AMOUNT
	<b>PHASE II</b>			
II-1	System Request Initiation (Initial Project Planning)	03/07/03		

Initial all pages

Vendor Initials BEE

DAS (DITM) Contract Amendment Template V2.0 (5/03)

Page 4 of 8

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

STATE OF  
DEPARTMENT OF  
IS DIVISION  
CONTRACT

	DELIVERABLE	SCHEDULE DUE / COMPLETION DATE	PAYMENT %	AMOUNT
II-2	Preliminary project meeting(s)			
II-3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications			
II-4	Analysis	05/07/03* no activity between 3/28 through 4/23	5%	\$21,980.00
II-5	Business requirements definition.			
II-6	Design	05/21/03	5%	\$21,980.00
II-7	Logical Design			
II-8	Physical Design			
II-9	Construction (Development)	07/22/03	5%	\$21,980.00
II-10	Develop prototype of pilot applications.			
II-11	System/unit test plans			
II-12	Disaster Recovery Plan - For recovery of hardware and software systems			
II-13	Disaster Recovery Plan - For recovery of applications including business continuity			
II-14	Operations Plan and Process Documentation			
II-15	Training plans			
II-16	Test	08/26/03	5%	\$21,980.00
II-17	System/unit test			
II-18	Implementation (Infrastructure and Prototype)	09/02/03		
II-19	Infrastructure installation			
II-20	Acceptance of prototype			
II-21	Deployment		10%	\$43,960.00
II-22	User acceptance testing	09/16/03		
II-23	Sign off and full implementation / Production cut-over	09/23/03		
II-24	Wrap Up	09/30/03		
II-25	Retainage	See Section 14.2	10%	43,960.00
	Total of Phase II			\$175,840.00
	Grand Total of Phase I & II			\$439,600.00
II-26	Change orders. All change orders will be managed through the change control procedures outlined in Section 3.6, Exhibit A.	AMENDMENT A		
II-27	An additional level of security is requested for the New Hampshire DRA e-File Electronic Payment system.	12/20/2002		\$3,820.00
II-28	Taxpayers are not allowed to use the combination of the state's Routing Number and Account Number when making an ACH payment. This action should generate an error message informing the Taxpayer that the routing and account number combination is invalid.	3/11/2003		\$980.00
II-29	Add Cancel a Payment functionality to the Meals & Rentals Telefile application.	4/29/2003		\$2,480.00

Initial all pages  
Vendor Initials

BEF

DAS (DITM) Contract Amendment Template V2.0 (5/03)

Revised contract 11/10/04 Page 5 of 5  
10/15 review new calculation business 11/3/04

140 hr for 0.00  
10/19 21,000.00  
10/15 review for notice 21,000.00  
10/15 review for notice 21,000.00

11/12/04 1,035.00  
11/7/03 345.00  
11/12/04 1,035.00  
11/7/03 345.00

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

	DELIVERABLE	SCHEDULE DUE / COMPLETION DATE	PAYMENT %	AMOUNT
11-30	Any future change orders.			Not to exceed \$36,680.00
	Total of Change Requests Amendment A			Not to exceed \$43,960.00
	Grand Total of Phase I & II & Amendment A			\$483,560.00

Initial all pages  
Vendor Initials REF

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

Optional Extensions for Hosting Services as described in Exhibit A section 4.2.2

GovConnect Inc. and the DRA at the DRA discretion may extend this contract for one-year intervals by notifying GovConnect Inc. by May 1<sup>st</sup> of each year with payments as follows:

NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
TOTAL	Hosting: \$230,400.00 Plus phone Est. \$40,000.00	
GRAND TOTAL	\$270,400.00 including phone charges (7/1/05 - 6/30/09)	Optional Extensions

Table 4 Contract 2003-004 Internet Filing, Contract Amendment Descriptions:

AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
2003-004	Original Contract	9/4/2002	\$710,000.00
2003-004A	First Amendment (A)	Upon approval of Governor and Council.	\$ 43,960.00
	CONTRACT TOTAL		\$753,960.00


Initial all pages  
Vendor Initials B&F

DAS (DITM) Contract Amendment Template V2.0 (5/03)  
Page 7 of 8

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
IS DIVISION - INTERNET FILING  
CONTRACT DRA 2003 - 004A  
CONTRACT AMENDMENT A

This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
\_\_\_\_\_  
<Vendor Representative Name>  
<Vendor Name>

Date: 6/3/03

  
\_\_\_\_\_  
<Agency Representative Name>  
<Agency/Department Name>

Date: 6/6/03

\_\_\_\_\_  
<AG ATTORNEY NAME>

Date: \_\_\_\_\_

State of New Hampshire, Department of Justice, <BUREAU NAME>

\_\_\_\_\_  
<Approved by Governor and Council>

Date: \_\_\_\_\_



State of New Hampshire  
Department of Revenue Administration

45 Chenell Drive, P.O. Box 457  
Concord, NH 03302-0457

Stanley A. Arnold  
Commissioner

August 19, 2002

Barbara C. Reid  
Assistant Commissioner

Her Excellency, Governor Jeanne Shaheen  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

- 1.) Authorize the Department of Revenue Administration to enter into a contract with GovConnect, Inc., Vendor # 101127, for the design, software development, training and documentation for Internet filing capabilities, for an amount not to exceed \$439,600, for the period of Governor and Council approval to June 30, 2005, chargeable to account # 030-084-0289-090-0465; and
- 2.) Authorize the Department of Revenue Administration to exercise the option of additional one year extensions for four years for support, maintenance and updates, for annual amounts not to exceed \$67,500 and a total not to exceed \$270,400, for the period of July 1, 2005 to June 30, 2009, chargeable to account # 010-084-2400-024-0465.

EXPLANATION

The purpose of the contract is have GovConnect, Inc., provide the Department with a full scope of services for the implementation of an Internet Filing solution, that will include, but not be limited to, the ability for taxpayers and operators to use the Internet to send tax payments and tax return information. The Department desires to employ a solution that is flexible and can accommodate changes in e-government strategy, i.e. changes in platforms, physical locations of servers, settlement banks and more. Upon completion of the project, the Department will have a dynamic Internet application, which will move us closer to a paperless environment for most business tax filings and payments.

The Internet Filing project will be implemented in two phases. Phase One will allow taxpayers to file payments via the Web for business profits, business enterprise and interest and dividends taxes. Additionally, ACH (bank information) data entry and updates would be performed by the taxpayers using this system, thereby reducing maintenance volume and increasing the accuracy rate of these transactions. The second phase will include meals and rentals tax returns, payments and license applications, tax notice payments for all taxes administered by the department, Interest and dividends returns and proprietorship returns. GovConnect, Inc. will host the application at their data center in Cincinnati, Ohio, which will include 24 hours/ 7 days per week application transaction monitoring and maintenance services.

RFP 2003-004 was sent out in May 2002, to all ITSO7 section 4, 5, and 6 vendors, which are listed on a separate page. Of those companies, three responded to the request as listed below:

GovConnect, Inc.  
11311 Cornell Pk Dr, Ste 300  
Cincinnati, OH 45242  
(413) 587-4254

DSD Laboratories, Inc.  
75 Union Avenue  
Sudbury, MA 01776  
(978) 443-9700

Gulf Computers, Inc.  
400 Crown Colony Dr, Suite 500  
Quincy, MA 02169  
(617) 328-7131

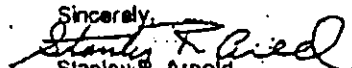
Tel. (603) 271-2191

TDD Access: Relay NH 1-800-735-2964

NH Dept of Revenue Administration  
August 19, 2002  
Page 2 of 2

GovConnect, Inc. and DSD Laboratories, Inc. were invited to present their proposals based upon their initial cost estimate and their understanding of the current environment and needs of the Department. A five-member evaluation team consisting of managers from various divisions with the Department unanimously agreed that GovConnect, Inc., would best provide the services being requested. GovConnect, Inc., has substantial experience, having already developed similar applications for other state's revenue departments.

Your favorable consideration will be greatly appreciated.

Sincerely,  
  
Stanley R. Arnold  
Commissioner

Attachments  
SRA/jfs

Subject: Internet Filing

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.	
1.1 State Agency Name Department of Revenue Administration	1.2 State Agency Address 45 Chenail Dr. Concord, New Hampshire 03301
1.3 Contractor Name GryConnect, Inc.	1.4 Contractor Address 11311 Cornell Park Drive, Suite 300 Cincinnati, Ohio 45242
1.5 Account No. 000-084-0289-090-0465 010-084-2400-024-0465	1.6 Completion Date June 30, 2009
1.7 Audit Date	1.8 Price Limitation \$710,00.00
1.9 Contracting Officer for State Agency Stanley R. Arnold	1.10 State Agency Telephone Number (603) 271-2318
1.11 Contractor Signature <i>Bruce E. Ficke</i>	1.12 Name & Title of Contractor Signor BRUCE FICKE SR VP FINANCE
1.13 Acknowledgment: State of <u>Ohio</u> , County of <u>Hamilton</u> On <u>16</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.	
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Paulette King</i> 8/16/02	
1.13.2 Name & Title of Notary or Justice of the Peace PAULETTE KING Notary Public, State of Ohio My Commission Expires May 21, 2003	
1.14 State Agency Signature(s) <i>Stanley R. Arnold</i>	1.15 Name/Title of State Agency Signor(s) Stanley R. Arnold, Commissioner, New Hampshire Department of Revenue Administration
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____	
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____	
1.18 Approval by the Governor and Council By: _____ On: _____	
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, both identified and more particularly described in EXHIBIT A incorporated herein ("the Services").	
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.5.	
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.	

## **5. CONTRACT PRICE; LIMITATION ON PRICE; PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

## **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. In addition, the vendor 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 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 in the State of New Hampshire or the United States issued 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 and conditions of this Agreement.

## **7. PERSONNEL**

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer, specified in block 1.8, 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.

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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

8.2.5 Information Technology Contracts: The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price, and shall not include consequential damages. This limitation shall not apply to Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

(a) death, bodily injury or damage to real or personal property;

(b) misappropriation or infringement of any intellectual property including but not limited to any U.S. patent or copyright or any unauthorized use of any trade secret;

(c) losses resulting to any and all contractors, subcontractors, materials, men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies to Contractor in connection with the performance of this Agreement;

(d) personal injury;

(e) disclosure of confidential information; or

(f) failure to meet applicable statutes, regulations, codes or guidelines.

This provision shall not be subject to any modification; however, the State may modify the cap on liability, presently set at two times the contract price, for a particular project and any language modifying this provision shall appear in the Request for Proposal.

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 the termination of this Agreement.

## **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, formulas, 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 On and after the Effective Date, 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 RSA 81-A or other existing law. Disclosure pursuant to a right to know request shall require 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 ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, whether cooperation or other statements provided by the State to its employees.

12. ASSIGNMENT, DELEGATION AND SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written 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 on 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 shall survive the termination of this Agreement.

## **14. INSURANCE AND BOND.**

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, both for the benefit of the State, 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 \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 8.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. 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, or any subsequent Event. No express failure of any Event 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 default on the part of the Contractor.

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

17. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Court of the State of New Hampshire.

18. 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 inure to the benefit of the parties and their respective successors and assigns.

19. 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.

20. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. 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 supercedes all prior agreements and understandings.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

TABLE OF CONTENTS

1. INTRODUCTION.....	2
1.1 SCOPE OF SERVICES.....	2
1.2 PERIOD OF PERFORMANCE.....	2
1.3 DEFINITION OF TERMS.....	2
2. ORDER OF PRECEDENCE.....	4
3. GOVCONNECT, INC. ADMINISTRATION.....	4
4. STATEMENT OF WORK.....	5
4.1 REFERENCE RFP# NHDRA 2003-004 SECTION 3.....	5
4.2 INCLUSIONS.....	5
4.3 EXCLUSIONS.....	12
4.4 PROJECT INPUTS.....	12
5. PROJECT MANAGEMENT AND RESPONSIBILITIES.....	12
5.1 PROJECT MANAGEMENT.....	12
5.2 PROJECT MANAGEMENT PLAN.....	12
5.3 PROJECT ORGANIZATION.....	12
6. COMMUNICATIONS AND REPORTING.....	1
6.1 STATUS MEETINGS AND REPORTS - REFERENCE RFP# NHDRA 2003-004 SECTION 3.....	1
7. ACCEPTANCE TEST PROCEDURES.....	1
8. DOCUMENTATION DEVELOPMENT PROCESS.....	1
9. ASSUMPTIONS AND DEPENDENCIES.....	1
9.1 TECHNICAL.....	1
9.2 GENERAL.....	1
9.3 WORK SCHEDULES.....	1
9.4 COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY.....	1
10. GOVCONNECT, INC. PARTICIPATION.....	
11. CHANGE CONTROL PROCEDURES.....	
12. INTERNAL ESCALATION PROCEDURE FOR DISPUTES.....	
13. PROJECT MANAGEMENT AND SYSTEM DEVELOPMENT METHODOLOGY.....	
14. DELIVERABLES/MILESTONES.....	
15. POST IMPLEMENTATION SUPPORT.....	
15.1 WARRANTY PERIOD.....	
15.2 SOFTWARE ENHANCEMENTS.....	
15.3 SOFTWARE MAINTENANCE.....	
15.4 DOCUMENT UPDATES.....	

Initial all pages:  
Contractor Initials Bef

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

1. INTRODUCTION

1.1 SCOPE OF SERVICES

This document defines the final and agreed upon specific services and products GovConnect, Inc. will provide to New Hampshire Department of Revenue Administration DRA. The purpose of the contract is to have the vendor GovConnect, Inc. provide the DRA a full scope of services for the implementation of an Internet Filing Solution, that will include but not be limited to, establishment of an Infrastructure at GovConnect Inc. that will allow taxpayers and/or operators to use the Internet to send tax payments and tax return information. The DRA desires to employ a solution that is flexible and can accommodate changes in e-government strategy i.e.; change in platforms, physical locations of servers, settlement banks, etc.

1.2 PERIOD OF PERFORMANCE

This contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the Contractor on 01/01/2005 with optional annual extensions for applications support, enhance GovConnect, Inc. Statement of Work otherwise agreed upon by the DRA and in each funded task within the

1.3 DEFINITION OF

A. DRA is defined

B. GovConnect

C. Applicable Documents - Documents referred to or incorporated into RFP# NHDRA 2003-004 and Contractor Best and Final Offer which pertain to requirements, constraints or directive.

D. Change Control Procedures - CCP.

E. Configuration Management (CM) - Configuration Management.

F. Commercial off-the-shelf (COTS) - Commercial off-the-shelf.

Initial all pages:-  
Contractor Initials BGF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

G. Defects - Deviation from approved specification of design document

Class A Defect - Critical does not allow system to operate, no work-around, demands immediate action.

Class B Defect - Defect does not stop operation. There is a work around and user can perform tasks.

Class C Defect - Defect cosmetic in nature, minimal effect on system, low priority. User can use system.

H. Engineering Change Proposal - (ECP).

I. EOM - End of Month.

J. Installation Date - The date which GovConnect, Inc. completes installation or 5 days after software is received by the DRA for installation.

K. Information Technology Project Methodology Standards - (ITPMS) Appendix A. DITM software development methodology and procedures.

L. Production Cut Over Date - The date that DRA has successfully completed user acceptance testing and signoff, the software has been placed into production, and the warranty period commences.

M. Products - The GovConnect, Inc. provided Services and Software Project Inputs.

N. Order of Precedence - The order in which documents pertaining to RFP# NHDRA 2003-004 have precedence in the event of a conflict or ambiguity.

O. Project Manager (PM) - Agency manager and Point of contact for Contractor contract manager.

P. Reference Documents - Technical Documents which provide additional material for use by the contractor as an aid in the performance of this contract.

Q. Review - Process of agreeing on validity and content of deliverables.

R. Review Period - Period set for review set out in the Statement of Work for a deliverable. If none is specified then five (5) business days will be effective.

S. Statement of Work (SOW) - Statement of Work (As defined in RFP# NHDRA 2003-004 Section 3)

T. To Be Determined - (TBD).

U. To Be Scheduled or Supplied- (TBS).

V. Technical Authorization - Direction to GovConnect, Inc. which fills in details, clarifies, interprets or specifies technical requirements. It must be: (1) consistent with Scope of Work within SOW; (2) not constitute a new assignment; and (3) not change the terms, documents or specifications of SOW.

Initial all pages:  
Contractor Initials

*PSF*

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

2. ORDER OF PRECEDENCE

The authorizing document (i.e., Contract) in conjunction with the New Hampshire Contract Terms and Conditions (Form P-37), as amended by exhibit C, has precedence over all documents. In the event of a conflict or ambiguity among the text of these SOWs and the references cited herein, the following order of precedence is defined:

New Hampshire Standard Contract Terms and Conditions, Form P-37 # NHDRA 2003-004  
Department of Revenue Administration RFP # NHDRA 2003-004, 5/29/2002  
Department of Revenue Administration follow up documents to the RFP  
GovConnect, Inc. Proposal to RFP # NHDRA 2003-004, 7/12/2002  
Reference Documents

NOTE: The New Hampshire Contract Terms and Conditions (Form P-37) will be signed by the successful Contractor upon being awarded as a qualified vendor in the RFP evaluation process. As these Exhibits are an extension to the P-37, this document takes precedence over any other document. The above order of precedence is non-negotiable.

3. GOVCONNECT, INC. ADMINISTRATION

GovConnect, Inc. will designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Dan Shanahan  
Regional Manager  
12 Hayes Avenue  
North Hampton, MA 01060  
Phone: (413) 587-4254  
Fax: (646) 613-9689  
Mobile: (413) 478-8668  
E-Mail: dshanahan@govONEsolutions.com

Or the designated successor.

DRA shall designate an administrative counterpart with the responsibility to commit DRA to such changes. This person is:

Irene Koffink  
Director of Information Services  
45 Chenell Dr  
Concord, New Hampshire 03301  
Phone: (603) 271-1328  
Fax: (603) 271-5455  
E-Mail: ikoffink@rev.state.nh.us

Or the designated successor.

Initial all pages:  
Contractor Initials BEP

State of New Hampshire  
Department of Revenue Administration  
IS Division— Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

4. STATEMENT OF WORK

GovConnect, Inc. should have a good understanding of the information cited in Section 2 Order of Preference, to begin this project. The SOW, at a minimum, will define the scope of tasks, deliverables and time frames. Additional Inclusions or exclusions are listed below:

4.1 Reference RFP# NHDRA 2003-004 Section 3.

4.2 Inclusions

Listed below are items added to the requirements defined in RFP# NHDRA 2003-004 Section 3.  
Statement of Work.

4.2.1 System Outages

The Contractor agrees to use commercially reasonable efforts to protect the system against outages caused by viruses, denial of service attacks, and to prevent security breaches ("Viruses" In the event of any such occurrence, the Contractor shall report the occurrence to DRA and use commercially reasonable efforts to restore the system.

4.2.2 NH DRA has selected Hosting Option #1 to include Data Center, with Dynamic Web Import for EFT and Multi-Level User access With Telefile.

Development of Phase I, Phase II and Hosting \$439,600.00

For the period beginning with Governor and Executive Council approval through June 30<sup>th</sup> 2005 (FY2005). Includes \$441 per mo Heartbeat/Webbeat, 24 hour a day application transaction monitoring. Includes all IVR 1-800 costs and Platinum support for the length of the contract.

4.2.2.1 Optional services available upon request by NH DRA.

Hot site \$705 per mo.

Optional (not selected at this time).

Optional Hosting July 1, 2005 (FY2006) through 6/30/2009 (FY2009) \$57,600.00 per year (to be paid monthly at \$4,800.00 per month). Include Platinum support.

Does not include per minute rate for all IVR transactions \$.09 (calculated on 6 second increments)

Includes \$441 per mo Heartbeat/Webbeat, 24 hour a day application transaction monitoring.

Hot site \$705 per mo. Optional (not selected at this time).

With a hosted solution, GovConnect owns all hardware and licenses. Should the State desire to move the application in-house at a future date, a quote can be provided that would be similar in form to the Option for a premise based solution provided in GovConnect's response to RFP NHDRA 2003-04. The cost quote would include installation services, project management, licenses and hardware. A cost quote cannot be provided at this time due to the continuously changing information technology environment.

Initial all pages:

Contractor Initials B&F

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

The hosting fee covers all services provided by the GovConnect Data Center for the NH DRA application. The following section details the services provided in the hosting fee:

Hosting Expenses

- Floor Space - Cincinnati Production Facility
- Equipment Racks - Cincinnati Production Facility
- Power
- Environmental Concerns (Fire, Secure Access, HVAC)
- Equipment Loans (peak volumes, test equipment)
- Equipment depreciation and replacement
- Hot Swap components for hardware replacement
- Diesel Generator (Backup Power, Periodic Maintenance, Weekly Tests, Fuel)
- Sonet Facilities for Local Access Loops (In-house Fiber, Dual Entry Access)
- Backup Storage Media, Daily Offsite Storage (Vault), Retrieval Services
- Hotsite Facility Rental - Floor Space, Indianapolis, IN
- Hotsite Equipment Racks - Indianapolis, IN
- DS1 Access Loops
- Alternate Routing Plans - Indianapolis Disaster Recovery Services

Administrative Expenses

- Monitoring of Daily Import Processing
- Proactive Monitoring of Error Logs
- System Resource Monitoring
- Generation of Monthly Reports
- Monitoring of Daily Call Statistics
- Adjustments for Peak Processing Periods
- Hardware maintenance for all production and hotsite servers
- Weekly server recycle

Phase 1 to include items listed in the RFP 2003-004 section 3.3.2 and the following:

- Building a secure WEB infrastructure and processes to authenticate taxpayers and allow taxpayers the ability to maintain their own personal identification numbers. Enhancing the value added for the taxpayers and reducing the service needs and costs of the DRA;
- Building a comprehensive electronic funds transfer (ACH Debit) application, which will allow taxpayers to register bank information, initiate payments and delete warehouse payments for the following tax types: Business Enterprise Tax (BET)/Business Profits Tax (BPT)/Interest & Dividends (I&D) payments for original returns, amended returns, estimate and extensions;
- For BET/BPT return/amended return, estimate and extension payments, examples of the data fields request by the system could be: tax period, BET tax, and BPT tax etc. The total paid will be calculated and present back to the taxpayer for confirmation;
- For I&D return/amended return, estimate and extension payments, examples of the data fields requested by the system would be: tax period, and total paid etc;
- Process the entries and populate the total payment field from the taxpayer's entries. Entries may be change and recalculated;
- This will include Routing Transit Number validation, utilizing the Federal Reserve Board Composite Receiver File (CRF);
- Taxpayer demonstration capabilities for all WEB components of this procurement;

Initial all pages:

Contractor Initials B&F

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

- Authentication/Confirmation;
- Dynamic Web Import (DWI) - Bulk import filing/payment processing capabilities;
- Multiple user capabilities. - An administrator would be able to assign multiple users, and user rights to individuals. - All would use the same Identification Number (ID), but rights would be driven by the password used during authentication; and
- Administration web interface function to assist in research of ACH returned items, all information collected for payments will be accessible through this interface, along with the ability to delete previously warehouse payments.

**Phase 2 to Include Items Listed In the RFP 2003-004 section 3.3.2 and the following:**

- Expanding the Electronic Funds Transfer (EFT) capabilities to include new tax types and payment types. These are, Meals & Rental (M&R) payments for original and amended returns, estimate and extensions as well as tax notice payments. Tax notice payments for BET/BPT/I&D will also be included;
- Building the WEB based tax filing applications for Proprietorship returns, M&R returns and I&D returns;
- For tax notice payment, examples of the data fields requested by the system would be: tax period, tax, interest, and individual penalty amounts and fees etc. The total paid will be calculated and presented back to the taxpayer for confirmation;
- For M&R estimates and extensions, examples of the data fields requested by the system would be: tax period and total paid etc.;
- Process the entries and populate the total payment field from the taxpayer's entries. Entries may be change and recalculated; all information will be validated based on the business rules established during the detail system design phase; and
- Meals and rentals web license application (Data collected will be provided in an export format to NH for processing); and
- IVR (Meals & Rentals) rewrite, fully integrated with the WEB application and moved to the data center (Additional functionality will only include collection/changing of banking information and PIN/Password Maintenance).

4.2.3 The application developed by GovConnect, Inc. will be easily maintainable by DRA staff for changes in tax rates interest rate changes and other administrative functions. GovConnect will provide a selection on the web based Administration interface to allow authenticated DRA staff add a new tax rate or interest rate record for a particular tax type, in the tax rate/interest table. The administrator would pick the tax type and interest rate from a drop down (preferred) and a the new tax rate and/or interest rate and effective date.

4.2.4 The telefile requirements for the number of concurrent M&R callers will be equal to or greater the current M&R callers at DRA.

4.2.5 GovConnect will add the functionality to the Meals & Rent IVR script to ask the caller (Current step 46) if they wish to charge the payment against the bank account on file. (The last 4 digits the acct number on file could be played). If they do, would give them the confirmation number the script currently functions. If not, the caller will be prompted to add their routing number, the caller enters their routing number and the IVR plays back the entered number for confirmation

Initial all pages:

Contractor Initials

BEF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

Once confirmed, the caller is prompted to enter the account number. The caller enters their Account number and the IVR plays back the number for confirmation. Once confirmed the caller is given a confirmation number.

4.2.6 Contract Non-performance

The Integrated IVR/Internet Filing application established by GovConnect Inc. is to be available twenty-four (24) hours per day, seven (7) days per week, 355 days per year. GovConnect Inc. is responsible for maintaining the operational status of the connectivity and vendor provided applications and must monitor, trouble-shoot and resolve all issues related to service availability and functionality. The system must be available as specified unless the DRA and GovConnect Inc. have mutually agreed to a specified period of down time for system maintenance or upgrades.

GovConnect Inc. shall make every reasonable effort to correct any service disruption in a timely manner. Contingency plans, to be provided to the DRA within thirty (30) days of commencement of the contract, must be developed for all types of outages that may cause degradation or unavailability of services. These contingency plans must be approved by the DRA, and it is agreed that approval will not be unreasonably withheld.

In the event of a failure to meet the performance and/or time requirements established in the contract, damage shall be sustained by the DRA. Therefore, GovConnect Inc. must agree to pay liquidated damages for failure to meet the specific standards established as set out in the contract. Amounts due the DRA as liquidated damages will be paid by GovConnect Inc. within fifteen (15) days of notification of assessment and/or may be deducted by the DRA from any money payable to GovConnect Inc. The DRA will notify GovConnect Inc. in writing of any claim for liquidated damages at least five (5) business days before the date the DRA deducts such sums from money payable to GovConnect Inc.

The term "incident" shall mean the occurrence of a service outage or non-performance of the contract.

Incidents Related to Use.

An incident shall be a service outage that prevents the users or DRA personnel from utilizing some portion or all of the services provided under this contract. Incidents related to use include but are not limited to:

- Inability of constituents or administrative staff to access applications.
- Inability of DRA staff to perform online administrative tasks.
- Unavailability of customer service for constituents or DRA staff
- Unavailability of technical support

Unless otherwise specified, an outage that occurs for duration of 120 minutes or more shall constitute an incident and outages with duration of less than 120 minutes shall not be considered an incident.

When an outage is identified GovConnect Inc. must address and notify the appropriate DRA contract administrator immediately. GovConnect Inc. must provide a detailed explanation as to what occurred, the steps taken to resolve the issue, and the timeframe in which the issue will be resolved. For purposes of acceptance of an incident, the DRA and GovConnect Inc. must make

Initial all pages:  
Contractor Initials

BCF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

use of and rely on independently definable data, such as user phone reports, systems logs, DRA generated phone report, and critical outage notifications and any other such data.

**Identification of Responsibilities of Incidents Related to Use**

If the cause of any incident is determined to be failure of the DRA communications network or DRA telecommunications system GovConnect Inc. shall not be responsible for liquidated damages.

If the cause of any outage is determined to have been the result of any direct action of a DRA employee, agent or sub-contractor of the DRA, GovConnect Inc. will not be liable for liquidated damages.

GovConnect Inc. shall not be liable for liquidated damages when, in the opinion of the DRA, incidents result directly from causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to, acts of God, acts of the public enemy, fires, floods, epidemics, strikes, and acts of third parties (e.g. telecommunications vendors or internet service providers) not within direct control of GovConnect; but in every case the cause must be beyond the control of and without the fault or negligence of the GovConnect, Inc. If the incidents are caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both GovConnect Inc. and the approved subcontractor, in the opinion of the DRA, and without the fault or negligence of either of them, GovConnect Inc. shall not be liable to liquidated damages for services furnished by the subcontractor. However, if it is the case that an approved subcontractor is at fault, GovConnect Inc. shall be liable for liquidated damages.

**Resumption of Services**

Resumption of services in accordance with the approved contingency plan shall terminate the period of the incident. Efforts to restore services are to continue until the level of normal functionality is achieved.

**Penalties for Incidents Related to Use**

If an incident occurs that prevents the public or DRA users from normal use of any of the web applications deployed under the terms of this contract the DRA shall have the option to collect liquidated damages. Liquidated damages payable to the DRA for incidents will be assessed according to total system usage time per month and time of incident occurrence.

Critical hours of operation are defined as the period 6:00 AM to 12:00 AM (midnight) Sunday through Saturday, including holidays. Non-critical hours of operation are defined as the period outside of the critical hours, 12:00AM (midnight) to 6:00AM.

If an incident occurs during non-critical hours but extends into critical hours, the damages for the entire period of the incident will be assessed at the rate for critical hours, at the State's discretion.

The first full 120 minutes of outage will be considered an incident. Damages may be assessed each 120 minutes of an incident plus any portion of a 120 minute period that the system remains inaccessible.

The system is to be available 100% of the time unless there is a mutually agreed upon scheduled "down-time". As system availability decreases throughout a calendar month, assessed damages will increase.

Initial all pages:  
Contractor Initials

BSE

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

Damages will be assessed, at the discretion of the DRA, as follows:

Duration of incidents during the calendar month does not exceed the following availability:	Incident occurs during period 6:00AM - 12:00AM (midnight) Penalty assessed:	Incident occurs during period 12:00AM (midnight) 6:00AM Penalty assessed:
99.97%	\$50.00 / 120 minutes	\$25.00 / 120 minutes
99.96-99.45	\$70.00 / 120 minutes	\$35.00 / 120 minutes
99.46 and below	\$100.00 / 120 minutes	\$50.00 / 120 minutes

If a service outage occurs that causes more than one of the incidents identified above, to occur simultaneously, GovConnect Inc. shall be liable for liquidated damages at the rate of a single incident.

In no event shall the total damages assessed from incidents related to use over the term of the contract exceed \$10,000.00.

The decision to declare an incident as resulting from GovConnect Inc.'s failure to meet the requirements of the outsourced services will be at the sole discretion of the DRA, after consultation with Gov Connect Inc. Once the decision is made by the DRA that an incident did occur, liquidated damages may be assessed.

#### Penalties for Incidents Related to Use - Future Applications

Each application deployed beyond the Phase 1 and Phase 2 will be subject to penalties for incidents related to use or non-performance. The amount of penalties assessed will be negotiated as part of the Service Level Agreement and Statement of Work for each application. The amount of penalties assessed will be computed based on current penalty structure, criticality of application, time zones of constituents, etc.

#### Incidents of Non-Performance

An incident of contract non-performance shall be one failure of GovConnect Inc. to provide the services, meet the service levels agreed to, or comply with State standards and policies.

Incidents of Non-performance include but are not limited to the following:

- Vendor breach of confidentiality of state data and/or information
- Failure of vendor to provide performance, financial and/or audit reports
- Failure to provide DRA staff to real time access to system performance data
- Failure to secure authorization from agencies prior to altering agency systems in any way
- Failure to comply with meeting requirements
- Failure to provide software as specified
- Failure to meet design requirements

- Failure to provide timely deliverables
- Failure to provide customer and technical support as specified
- Failure to retain data and records relative to contract
- Failure to meet system availability and accessibility requirements due to design of the applications
- Failure to install infrastructure sufficient to meet requirements

Initial all pages:  
Contractor Initials BEF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

Breach of system security  
Virus attack of system  
Breach of constituent privacy  
Failure of disaster recovery plans to enable timely recovery  
Failure to notify the DRA of occurrence of contract non-performance incidents within 10 business days of the incidents.

Penalties for Incidents Non-Performance

Penalties for incidents related to use will be levied as described in section 4.2.10: *Termination of Contract* and RFP section 7.4: *Warranty*.

4.2.7 Termination of Contract

The DRA, at its sole discretion, may terminate or reduce the scope of the project or any work order under the terms of the contract resulting from this contract if funding is reduced for any reason. The DRA may terminate the said contract at any time and without cause if directed to do so by statute. GovConnect Inc. may terminate the contract for any material breach or evasion by the DRA of the terms and conditions and amendments of the contract.

If GovConnect Inc. fails to perform the work in accordance with the terms of the contract or breaches any term and does not correct such failure within a period of thirty days after receipt of the DRA's written notice, the whole or any part of the contract may be terminated by written notice. The notice shall specify the provision of the contract that was breached or the "for cause" reason that gives rise to the termination and shall specify reasonable appropriate action that can be taken by GovConnect Inc. to avoid termination of the contract.

"For cause" shall mean:

A material breach or evasion by GovConnect Inc. of the terms and conditions of the contract and amendments.  
Failure by GovConnect Inc. to comply with section 5.3.3.

Cessation or material degradation of services by GovConnect Inc.  
Conviction of fraud, misappropriation, embezzlement, malfeasance, significant misfeasance, or illegal conduct by GovConnect Inc., its officers, directors, or by any corporation or shareholder owning a controlling interest in GovConnect Inc.  
Dissolution of GovConnect Inc. or forfeiture of its corporate existence without assignment or a successor acceptable to the DRA.  
Commencing a proceeding seeking liquidation, reorganization, or other relief with respect to its or its debts under any bankruptcy insolvency or other similar law.  
Failing to pay its debts as they become due.  
Intentional or negligent act or omission by GovConnect Inc. resulting in the disclosure of any information indicated as being confidential.

If for any reason this contract is terminated the DRA has the option of purchasing any equipment acquired for the project under this contract at fair market value. If GovConnect Inc. has entered in any lease agreements for the equipment the DRA shall have the option to assume the lease. The DRA shall have necessary access to all equipment and software provided under this contract in order to support the applications.

Initial all pages:

Contractor Initials PEP

State of New Hampshire  
Department of Revenue Administration  
IS Division -- Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

If for any reason this agreement is terminated any DRA funds remaining in GovConnect Inc.'s possession are to be turned over to the DRA as soon as the reasonable course of business allows, but not more than ten business days.

4.3 Exclusions

Listed below are items excluded from the requirements defined in RFP# NHDRA 2003-004 Section 3.

No M&R License will be issued to the taxpayer at the time of application submittal.

Hosting options #II in the RFP 2003-004 sections 3.3.6.2

Hosting options #III in the RFP 2003-004 sections 3.3.6.3

4.4 Project Inputs

Listed below are items to be provided by the DRA as needed and requested by GovConnect, Inc.

4.4.1 Applicable documents as defined in Section 2: General Information

4.4.2 The appropriate data from the existing legacy databases resident at NHDRA will be provided to GovConnect, Inc. in a format to be specified by GovConnect, Inc.

4.4.3 Knowledge base of DRA employees and clients in related programs.

5. PROJECT MANAGEMENT AND RESPONSIBILITIES

The project will require the coordinated efforts of a project team consisting of both GovConnect, Inc. and DRA personnel. The parties acknowledge that cooperative project administration is essential to the success of the project. Both parties agree to use mutually agreed processes and forms to report progress and to identify, track and resolve problems, issues and questions. Unless otherwise agreed, the processes will be based on ITPMS methodologies and will be recorded in the Project Management Plan. Notwithstanding anything herein to the contrary, the ITPMS document and the Information Technology Project Required Work Procedures Document will be jointly reviewed by the project management team at the kickoff meeting. The project team will agree at that time to what extent these documents shall apply to this project.

5.1 Project Management

Each party shall appoint a project manager who shall be the primary representative of the party in relation to administration and other matters relative to the technical activity of the project. Each party may rely on the authority of the other party's project manager to represent its respective company, provided that neither project manager shall have the authority to amend or modify this Agreement or the express terms of an order.

5.2 Project Management Plan

N/A

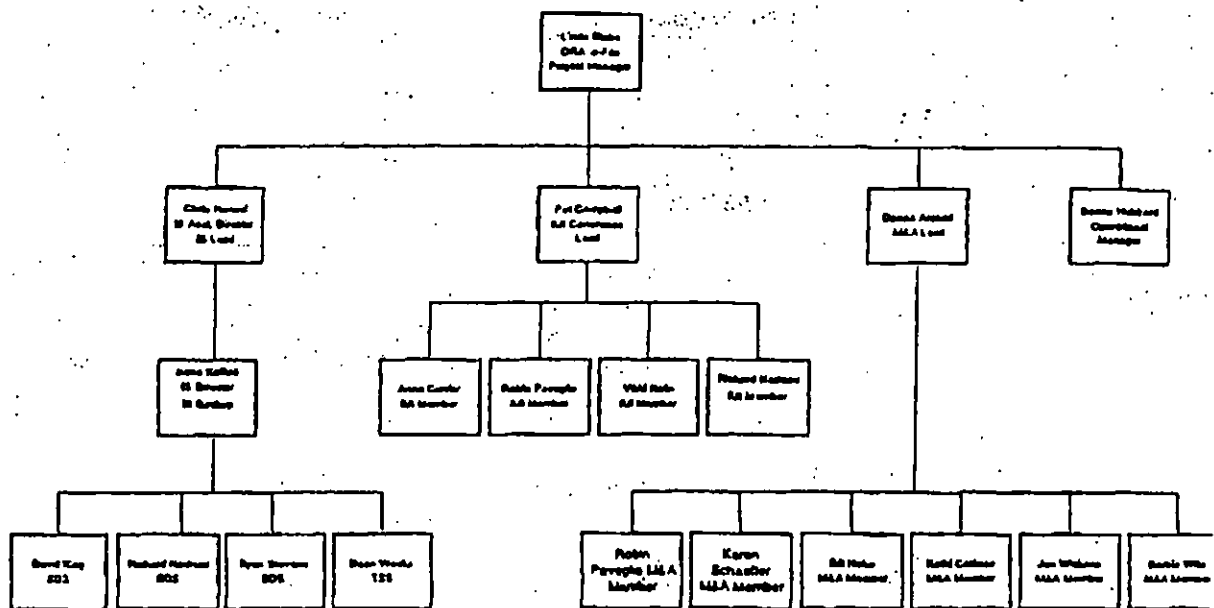
Initial all pages:

Contractor Initials PEF

State of New Hampshire  
Department of Revenue Administration  
IS Division – Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

5.3 Project Organization

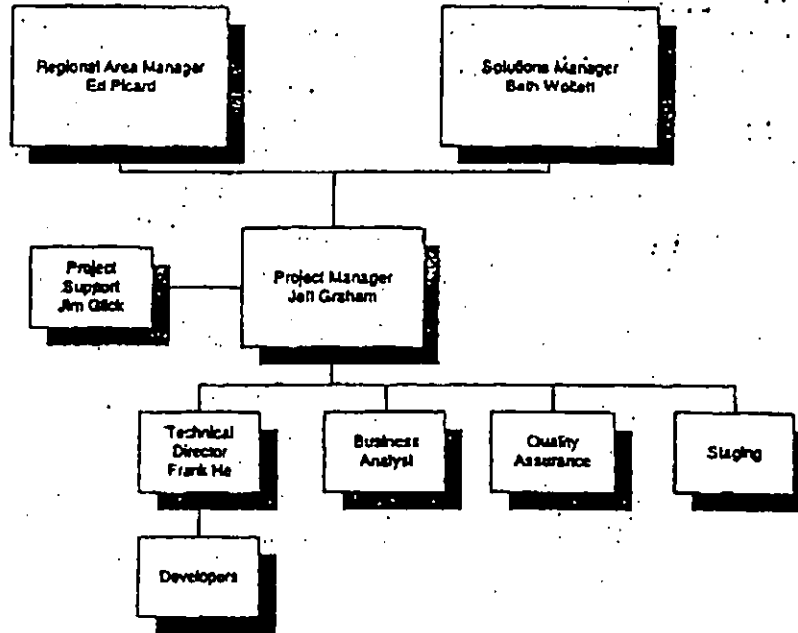
5.3.1 The DRA project team is structured as shown in the following diagram:



Initial all pages:  
Contractor Initials *B&F*

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

5.3.2 The GovConnect, Inc. project team is as shown in the following diagram:



5.3.3 Personnel changes

5.3.3.1 None of the five individuals specifically named in 5.3.2 may be replaced by Govconnect without the prior written approval of the NH DRA, such approval not to be un-reasonably withheld.

5.3.3.2 If the DRA find the performance of the above listed personnel unacceptable, they may require replacement of such personnel by GovConnect Inc. in a commercially reasonable length of time.

6. COMMUNICATIONS AND REPORTING

Joint communication is imperative for a successful project. In order to determine the extent of progress and to evaluate the technical adequacy of the work and its conformance to system requirements, reviews and audits are performed pursuant to a mutually agreed upon schedule.

Initial all pages:  
Contractor Initials B&F

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

6.1 Status Meetings and Reports - Reference RFP# NHDRA 2003-004 Section 3.

Through the duration of the project there will be regularly scheduled status meetings. The DRA and GovConnect, Inc. Project Managers will determine the frequency and location of these meetings. It is anticipated that the beginning of the project will require, at a minimum, bi-weekly meetings.

These status meetings can be conducted either in person or via the telephone or any combination thereof. The output of these meetings will be minutes, maintained by GovConnect, Inc., which will serve as the project status reports. The reports will be transmitted to the DRA Project Manager (via facsimile, e-mail, or any other means mutually agreed to by the DRA and GovConnect, Inc. Project Managers respectively).

7. ACCEPTANCE TEST PROCEDURES

The Contractor will perform Acceptance Test Procedures as defined in the ITPMS, unless such procedures are inconsistent with the terms and conditions of this Contract, in which case this Contract shall govern.

8. DOCUMENTATION DEVELOPMENT PROCESS

The Contractor will develop documentation as defined in the ITPMS, unless such procedures are inconsistent with the terms and conditions of this Contract, in which case this Contract shall govern.

9. ASSUMPTIONS AND DEPENDENCIES

In support of DRA's goals and objectives for the system, GovConnect, Inc. has predicated its proposal upon the following assumptions to assist the integrated GovConnect, Inc. project team to formulate an infrastructure and framework for project success. The assumptions are based on the collective experience of the GovConnect, Inc. team in successfully completing large-scale systems integration projects.

Initial all pages:  
Contractor Initials: REE

State of New Hampshire  
Department of Revenue Administration  
IS Division—Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

9.1. Technical

- 9.1.1 GovConnect, Inc. will provide to DRA a list of all GovConnect, Inc. team members who will be on-site during the course of the project within 30 days of the time this contract is signed by both parties.
- 9.1.2 Additional team members can be added to this list during the project, with prior approval, by the DRA Project Manager.
- 9.1.3 DRA will provide network logons to GovConnect, Inc. team members as required.
- 9.1.4 Any changes in functional requirements or enhancements will be handled as per the Change Control Procedure (CCP) outlined in the Information Technology Project Methodology Standards.
- 9.1.5 GovConnect, Inc. is assuming that DRA will coordinate the acquisition of staff and information from the departments with which the DRA system must interface.
- 9.1.6 GovConnect will recommend a minimum server configuration, client configuration, and server installation/tuning to make the Integrated Internet Filing & IVR system run as efficiently as possible.
- 9.1.7 The Integrated Internet Filing & IVR application will be able to accommodate scaling without additional extensive programming or revision.
- 9.1.8 The Integrated Internet Filing & IVR website will be supported by one database created by GovConnect and initially housed on GovConnect servers.
- 9.1.9 The optional hosting fee during the periods 7/1/2005 through 6/30/2009 for ongoing operations and maintenance covers application and hardware and operating system software, but does not include "material change" to phase one and phase two. A "material change" includes, but is not limited to, a change that is substantial and which increases response time to inquiries, adds to the complexity of the applications' use, diminishes services provided to users of the application, or results in a comparable impact on operations noticeable by users.
- 9.1.10 In the event that the IVR Meals and Rentals filing population exceeds 10,000 Monthly, GovConnect shall have the right to renegotiate the terms of the telecommunications costs.

9.2. General

- 9.2.1 DRA will provide access to State information and managerial, technical, policy, and user personnel as reasonably required by the supplier to perform its obligations under the contract.
- 9.2.2 GovConnect, Inc. will provide, on time, any personnel resources as mutually agreed upon and incorporated into the project work plan.
- 9.2.3 GovConnect will retain all significant documentation relating to this project for two (2) years after termination of contract. DRA will be entitled to access to such documentation upon request with reasonable notice.

Initial all pages:  
Contractor Initials BEF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

9.3. Work Schedules

The GovConnect, Inc. team will be allowed access to the necessary facilities during off hours with prior approval from the DRA Project Manager.

9.4. Copyright, Intellectual Property Rights, and Confidentiality

9.4.1 WWW Copyright and Intellectual Property Rights. All right, title and interest to the DRA WWW site, including copyright to all data and information, shall be and remain with the DRA. The DR shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW page and any other data or information shall, where applicable, display the DRA's copyright. All right title and interest to the Contractor's WWW site shall be and remain with the Contractor. This section shall survive the termination or expiration of this Agreement.

9.4.2 Confidentiality of Data and Information. Contractor shall maintain in confidence all DRA and DR customer data and information derived from this data which becomes available to the Contractor in connection with its services under this Agreement and shall use such information only in providing services under this Agreement. All data and information acquired or developed by the Contractor in performance of this Agreement shall be and remain the property of the DRA.

9.4.3 The DRA will own all application software developed by GovConnect in response to this contract. GovConnect shall retain a non-exclusive, fully paid up, transferable, perpetual license to such software. In addition, all intellectual property created or acquired by GovConnect prior to this contract or not developed specifically in response to this contract shall remain the property of GovConnect. All third party rights to software shall remain the property of such third parties. Data captured through the use of the application software by or on behalf of DRA will be the property of the State.

9.4.4 If GovConnect Inc become insolvent, or if GovConnect Inc no longer maintains and supports the software, or if GovConnect, Inc becomes in default of any maintenance, support, and enhancement agreement entered into by the NH DRA with GovConnect, Inc., then the software source code and system documentation for the NH DRA project shall be provided to the NH DRA.

10. GOVCONNECT, INC. PARTICIPATION

As defined in the ITPMS. The vendor has read and agrees to all procedures as defined in these documents.

11. CHANGE CONTROL PROCEDURES

As defined in the ITPMS. The vendor has read and agrees to all procedures as defined in these documents.

12. INTERNAL ESCALATION PROCEDURE FOR DISPUTES

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), 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 by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as

Initial all pages:

Contractor Initials

BEF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A

Statement of Work

needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

LEVEL	GovConnect, Inc.	New Hampshire Department of Revenue Administration	ALLOTTED TIME
Primary	IS Project Leader	Chris Hensel	3 Business Days
First	Project Manager	Linda Blake	5 Business Days
Second	Partner or Vice President	Barbara Reid, Asst. Commissioner	10 Business Days
Third	GovConnect, Inc. Corporate	Mark Bennett, Hearings officer	10 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.

13. PROJECT MANAGEMENT AND SYSTEM DEVELOPMENT METHODOLOGY

As defined in ITPMS. The vendor has read and agrees to all procedures as defined in these documents.

14. DELIVERABLES/MILESTONES

- 14.1 DRA and Gov Connect, Inc. agrees that user testing cannot occur during the following peak periods; 09/16/2002 through 9/20/2002, 12/16/2002 through 12/20/2002 and 3/28/2003 through 04/23/2003.

The GovConnect, Inc. deliverables and/or milestones for all projects in this SOW are identified as follows:

PHASE I

	DELIVERABLE	SCHEDULE DUE/COMPLETION DATE	PAYMENT %	AMOUNT
1	System Request Initiation (Initial Project Planning)	09/20/2002		
2	Preliminary project meeting(s)			
3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications			
4	Analysis	10/02/2002		
5	Business requirements definition			
6	Design	10/25/02	10%	\$43,960.00
7	Logical Design			

Initial all pages:  
Contractor Initials

Bef

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

8	Physical Design			
9	Construction (Development)	12/06/02	15%	\$65,940.00
10	Develop prototype of pilot applications			
11	System/unit test plans			
12	Disaster Recovery Plan - For recovery of hardware and software systems			
13	Disaster Recovery Plan - For recovery of applications including business continuity			
14	Operations Plan and Process Documentation			
15	Training plans			
16	Test	01/10/03		
17	System/unit test			
18	Implementation (Infrastructure and Prototype)	01/14/03	10%	\$43,960.00
19	Infrastructure installation			
20	Acceptance of prototype			
21	Deployment			
22	User acceptance testing	01/31/03	10%	\$43,960.00
23	Sign off and full implementation / Production cut-over	02/07/03	15%	\$65,940.00
24	Wrap Up	02/14/03		
25	Ongoing Support	02/2004		
	Total of Phase 1			\$263,760.00

**PHASE II**

	DELIVERABLE	SCHEDULE DUE/COMPLETION DATE	PAYMENT %	AMOUNT
1	System Request Initiation (Initial Project Planning)	03/07/03		
2	Preliminary project meeting(s)			
3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications			
4	Analysis	05/07/03* no activity between 3/28 through 4/23	5%	\$21,980.00
5	Business requirements definition			
6	Design	05/21/03	5%	\$21,980.00
7	Logical Design			

Initial all pages:

Contractor Initials B&F

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
**Statement of Work**

8	Physical Design			
9	Construction (Development)	07/22/03	5%	\$21,980.00
10	Develop prototype of pilot applications.			
11	System/unit test plans			
12	Disaster Recovery Plan - For recovery of hardware and software systems			
13	Disaster Recovery Plan - For recovery of applications including business continuity			
14	Operations Plan and Process Documentation			
15	Training plans			
16	Test	08/26/03	5%	\$21,980.00
17	System/unit test			
18	Implementation (Infrastructure and Prototype)	09/02/03		
19	Infrastructure Installation			
20	Acceptance of prototype			
21	Deployment		10%	\$43,960.00
22	User acceptance testing	09/16/03		
23	Sign off and full implementation / Production cut-over	09/23/03		
24	Wrap Up	09/30/03		
25	Retainage	See section 14.2	10%	43,960.00
	Total of Phase 2			\$175,840.00
	Total of Project			\$439,600.00

14.2 Retainage, 10% of the total contract amount (\$43,960.00) shall be withheld until the later of: (1) the end of the Warranty Period, or (2) 30 days (thirty days) after the last warranty problem is corrected by the contractor.

Optional Extensions for Hosting Services as described in Exhibit A section 4.2.2

GovConnect Inc. and the DRA at the DRA discretion may extend this contract for one-year intervals by notifying GovConnect Inc. by May 1<sup>st</sup> of each year with payments as follows:

NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges

Initial all pages:

Contractor Initials BEF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
**Statement of Work**

5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
TOTAL:	Hosting: \$230,400.00 Plus phone Est. \$40,000.00	
GRAND TOTAL	\$270,400.00 including phone charges	

IT Services  
Hourly Rates  
(Current Engagement 2002-2003)  
These are the rates that the fixed price is based upon

IT SERVICES - Position Title*	Inclusive Date(s)	Rate
Project Manager		\$110.00
Database Analyst		\$135.00
Senior Programmer Analyst		\$100.00
Database Administrator		\$120.00
Other Positions *		\$0.00
Area Manager		\$240.00
Solutions Manager		\$145.00
Business Analyst		\$120.00
Applications Engineer		\$90.00
QA Rep		\$90.00
Staging Engineer		\$90.00
Training		\$90.00

IT Services  
Hourly Rates for  
Future Enhancements

IT SERVICES Position Title	Rate-2004	Rate-2005	Rate-2006	Rate-2007
Project Manager	\$110.00	\$110.00	\$110.00	\$110.00
Database Analyst	\$135.00	\$135.00	\$135.00	\$135.00
Senior Programmer Analyst	\$100.00	\$100.00	\$100.00	\$100.00
Database Administrator	\$120.00	\$120.00	\$120.00	\$120.00
Other Positions *	\$0.00			

\*As deemed appropriate for a specific project

Initial all pages:  
Contractor Initials PEP

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

15. POST IMPLEMENTATION SUPPORT

15.1 Warranty Period

15.1.1 The Warranty Period

Shall extend for One Hundred Twenty (120) days after the Internet Filing Production cut over sign off and approval date. The application scope will be dictated by the signed Detailed System Design document.

15.1.2 Warranty Problems

All problems found during the One Hundred Twenty (120) day Warranty period and all problems found with the Warranty releases, shall be corrected by the contractor no later than Thirty (30) days after discovery or the end of the Warranty period, whichever comes last, at no additional cost to the DRA. Any corrections completed after the 90<sup>th</sup> day of the One Hundred Twenty (120) day Warranty period will extend the Warranty period to allow for a Thirty (30) day acceptance period for the identified correction.

15.2 Software Enhancements

It is anticipated that modifications and improvements to the software may be required from time to time to incorporate changes to State or Federal regulations, add new functionality, or address changing business needs. Software changes can only be authorized by the DRA's designated contract point-of-contact.

15.2.1 Engineering Change Proposal (ECP)

The change process begins with the creation of an Engineering Change Proposal (ECP) describing the desired change and any associated services that may be required, e.g., installation training, documentation updates, etc. An ECP may be generated by anyone and is forwarded by the DRA's point-of-contact for analysis, recommendations, and preparation of a cost estimate. GovConnect, Inc. will provide a written analysis, and cost estimate to the DRA's point-of-contact for review and approval. Effort required to research, analyze, document, and estimate any ECP will be provided at no cost to the DRA. Upon written approval of an ECP by the DRA's point-of-contact establishes an individual cost tracking number for its implementation.

15.3 Software Maintenance

DRA anticipates that minor modifications and updates and error fixes to the DRA software will be required. GovConnect, Inc. will acknowledge by phone or email within six (6) hours of any contact by the DRA's designated POC, during normal business hours, via either phone and/or e-mail.

15.4 Document Updates

Documentation updates, including user manuals, system documentation (logical and physical) and system operations, will be required as per Section 11 above.

Initial all pages:  
Contractor Initials REF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
Contract 2003-004 Exhibit A  
Statement of Work

CONTRACTOR SIGNATURE:

REPRESENTATIVE: [Signature]

TITLE: SR. VP FINANCE

COMPANY NAME: CapConnect Inc.

DATE: 8/16/02

AGENCY SIGNATURE:

AGENCY REPRESENTATIVE: [Signature]

TITLE: Commissioner

AGENCY NAME: Department of Revenue Administration

DATE: 8/19/02

Initial all pages:

Contractor Initials PER

State of New Hampshire  
Department of Revenue Administration  
FFP Contract NHDRA 2003-004  
Exhibit B  
Firm Fixed Price Payment Schedule

We understand this contract shall become effective upon execution by the Contractor and all the legally authorized representatives of the State through June 30<sup>th</sup> 2005 with optional annual extensions for applications support, enhancements and hosting up to June 30<sup>th</sup>, 2009 unless otherwise agreed upon by the DRA and GovConnect, Inc. We also understand that the State can terminate this agreement for any reason by giving thirty (30) days written notice.

<Vendor Representative>: Bruce Ficke

Print Name and Title: Bruce Ficke SR VP FINANCE Date: 8/16/02

State of New Hampshire <Agency> Representative: Stanley R. Rodi Date: 8/19/02

1. Deliverable Payment Schedule

This contract will allow GovConnect, Inc. to invoice State of New Hampshire Department of Revenue Administration for:

- a. Project Management/Co-ordination and other project support and guidance activities as deemed appropriate by the New Hampshire Department of Revenue Administration Project Manager. (See Section 2 below)
- b. Milestone and progress payments related to each of the defined project deliverables in sections 14 of Exhibit A of this contract. (See Section 2 below)
- c. System Enhancements negotiated after the acceptance of the original proposal contract details.
- d. The New Hampshire Department of Revenue Administration agrees that within five (5) business days of receipt of each GovConnect, Inc. invoice, the invoice will be either (1) reviewed and accepted, or (2) reviewed and returned to GovConnect, Inc. with a written explanation of why the invoice is not acceptable. The New Hampshire Department of Revenue Administration agrees to pay all GovConnect, Inc. invoices within 30 calendar days of acceptance of invoice by the New Hampshire Department of Revenue Administration Project Manager.

2. Firm Fixed Price Deliverables Payment Schedule

The following are the defined milestones and payment amounts, as described in Section 14 of Exhibit A of this contract.

Initial all pages:

Contractor Initials: BEF

State of New Hampshire  
Department of Revenue Administration  
FFP Contract NHDRA 2003-004  
Exhibit B  
Firm Fixed Price Payment Schedule

**PHASE I**

	DELIVERABLE	SCHEDULE DUE/COMPLETION DATE	PAYMENT %	AMOUNT
1	System Request Initiation (Initial Project Planning)	09/30/2002		
2	Preliminary project meeting(s)			
3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications			
4	Analysis	10/02/2002		
5	Business requirements definition.			
6	Design	10/25/02	10%	\$43,960.00
7	Logical Design			
8	Physical Design			
9	Construction (Development)	12/06/02	15%	\$65,940.00
10	Develop prototype of pilot applications.			
11	System/unit test plans			
12	Disaster Recovery Plan - For recovery of hardware and software systems			
13	Disaster Recovery Plan - For recovery of applications including business continuity			
14	Operations Plan and Process Documentation			
15	Training plans			
16	Test	01/10/03		
17	System/unit test			
18	Implementation (Infrastructure and Prototype)	01/14/03	10%	\$43,960.00
19	Infrastructure installation			
20	Acceptance of prototype			
21	Deployment			
22	User acceptance testing	01/31/03	10%	\$43,960.00
23	Sign off and full implementation / Production cut-over	02/07/03	15%	\$65,940.00
24	Wrap Up	02/14/03		
25	Ongoing Support	02/2004		
	Total of Phase I			\$263,760.00

Initial all pages: B EF  
Contractor Initials

State of New Hampshire  
Department of Revenue Administration  
FFP Contract NHDRA 2003-004  
Exhibit B  
Firm Fixed Price Payment Schedule

**PHASE II**

	DELIVERABLE	SCHEDULE DUE/COMPLETION DATE	PAYMENT %	AMOUNT
1	System Request Initiation (Initial Project Planning)	03/07/03		
2	Preliminary project meeting(s)			
3	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications			
4	Analysis	05/07/03* no activity between 3/28 through 4/23	5%	\$21,980.00
5	Business requirements definition.			
6	Design	05/21/03	5%	\$21,980.00
7	Logical Design			
8	Physical Design			
9	Construction (Development)	07/22/03	5%	\$21,980.00
10	Develop prototype of pilot applications.			
11	System/unit test plans			
12	Disaster Recovery Plan - For recovery of hardware and software systems			
13	Disaster Recovery Plan - For recovery of applications including business continuity			
14	Operations Plan and Process Documentation			
15	Training plans			
16	Test	08/26/03	5%	\$21,980.00
17	System/unit test			
18	Implementation (Infrastructure and Prototype)	09/02/03		
19	Infrastructure installation			
20	Acceptance of prototype			
21	Deployment		10%	\$43,960.00
22	User acceptance testing	09/16/03		
23	Sign off and full implementation / Production cut-over	09/23/03		
24	Wrap Up	09/30/03		
25	Retainage	See section 14.2	10%	43,960.00
	Total of Phase 2			\$175,840.00
	Total of Project			\$439,600.00

Initial all pages:  
Contractor Initials BEF

State of New Hampshire  
Department of Revenue Administration  
FFP Contract NHDRA 2003-004  
Exhibit B  
Firm Fixed Price Payment Schedule

- 2.1 Retainage, 10% of the total contract amount (\$43,960.00) shall be withheld until the later of:  
(1) the end of the Warranty Period, or (2) 30 days (thirty days) after the last warranty problem is corrected by the contractor.

Optional Extensions for Hosting Services as described in Exhibit A section 4.2.2

GovConnect Inc. and the DRA at the DRA discretion may extend this contract for one-year intervals by notifying GovConnect Inc. by May 1<sup>st</sup> of each year with payments as follows:

NOTIFICATION DATE	PERIOD AND ANNUAL COST	PAYMENTS
5/1/2005	7/1/2005-6/30/2006 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2006	7/1/2006-6/30/2007 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2007	7/1/2007-6/30/2008 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
5/1/2008	7/1/2008-6/30/2009 Hosting: \$57,600.00 Plus phone Est. \$10,000.00	Monthly @ \$4,800.00 plus actual phone charges
TOTAL	Hosting: \$230,400.00 Plus phone Est. \$40,000.00	
GRAND TOTAL	\$270,400.00 including phone charges	

3. IT Services Hourly Rates – details IT services position title and rates for the contract period:

IT Services  
Hourly Rates  
(Current Engagement 2002-2003)

These are the rates that the fixed price is based upon.

IT SERVICES - Position Title*	Inclusive Date(s)	Rate
Project Manager		\$110.00
Database Analyst		\$135.00
Senior Programmer Analyst		\$100.00
Database Administrator		\$120.00
Other Positions		\$0.00
Area Manager		\$240.00
Solutions Manager		\$145.00
Business Analyst		\$120.00
Applications Engineer		\$90.00
QA Rep		\$90.00
Staging Engineer		\$90.00
Training		\$90.00

Initial all pages:  
Contractor Initials BEF

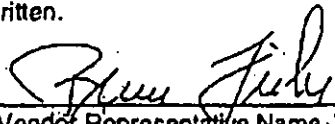
State of New Hampshire  
Department of Revenue Administration  
FFP Contract NHDRA 2003-004  
Exhibit B  
Firm Fixed Price Payment Schedule

IT Services  
Hourly Rates  
For Future Enhancements

IT SERVICES Position Title	Rate-2004	Rate-2005	Rate-2006	Rate-2007
Project Manager	\$110.00	\$110.00	\$110.00	\$110.00
Database Analyst	\$135.00	\$135.00	\$135.00	\$135.00
Senior Programmer Analyst	\$100.00	\$100.00	\$100.00	\$100.00
Database Administrator	\$120.00	\$120.00	\$120.00	\$120.00
Other Positions *	\$0.00			

\* As deemed appropriate for specific project

In witness whereof, the parties have hereunto set their hands as of the day and year first above written.

  
<Vendor Representative Name, Vendor Name>

Date: 8/16/02

  
<Agency Representative Name, Title, Agency/Department Name>

Date: 8/19/02

Initial all pages:

Contractor Initials BEF

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

This is a Request for Proposal (RFP) for Internet Filing issued by the Department of Revenue Administration, as approved by the Department of Administrative Services, Division of Information Technology Management, (DAS). This RFP solicits expressions of interest from all VENDORS who wish to be considered as a provider of Information Technology Professional Services consistent with all specifications set forth in the State of New Hampshire Contract Terms and Conditions (Form P-37).

1. INSTRUCTIONS.

- 1.1 Purpose. The Department of Revenue Administration also known as the "State", is issuing this Request soliciting Vendors awarded and qualified to provide a full scope of services for the implementation of an Internet Filing Solution, that will include but not be limited to, the ability for taxpayers and/or operators to use the Internet to send tax payments and tax return information. The DRA desires to employ a solution that is flexible and can accommodate changes in e-government strategy i.e.; change in platforms, physical locations of servers, settlement banks, etc.
- 1.2 Vendor Conference. A optional vendor conference will be held at the following location as identified in section 1.14: *Schedule of Events*:

Department of Revenue Administration  
45 Chenell Dr  
Concord, New Hampshire 03301

The purpose of the Vendor Conference is to:

1. Request clarification of any section of the RFP.
2. Request changes to the RFP for requirements considered so restrictive as to prohibit or discourage responses.
3. Offer suggestions or changes to the RFP, which could improve the RFP competition or lower the offered price.
4. Review any applicable documentation.

All written questions received prior to the Vendor conference, or received at the conference, will be read aloud and will receive unofficial oral responses at the conference. Official written answers to these questions will be distributed in accordance with Section 1.3: *Proposal Inquiries* of this RFP.

Vendors are encouraged to submit written questions prior to the conference in order to enable the Department of Revenue Administration to formulate better Vendor conference oral responses. No responses will be given prior to the Vendor Conference.

Vendors are requested to RSVP via US mail, fax, or e-mail by the date identified in Section 1.14: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference. Vendors are limited to no more than three (3) representatives.

- 1.3 Proposal Inquiries. All inquiries concerning this RFP shall be made in writing, citing the RFP Title, RFP Number, Page, Section, and Paragraph, and submitted to:

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

Irene Koffink  
Department of Revenue Administration  
45 Chenell Dr  
Concord, New Hampshire 03301  
Phone: (603) 271-1328  
Fax: (603) 271-5455  
E-mail: [lkoffink@rev.state.nh.us](mailto:lkoffink@rev.state.nh.us)

Vendors are encouraged to submit questions via e-mail or fax. Questions must be submitted by an individual authorized to commit the organization to provide services necessary to meet the requirements of this RFP.

Questions on and clarifications for this RFP and the New Hampshire Terms and Conditions (P-37), including Exhibit C changes to the P-37, will be addressed until the end of the vendor inquiry period. Language included in software licensing or maintenance contracts must be reviewed by the State of New Hampshire prior to the end of the vendor inquiry period. Any language that conflicts with the RFP or the P37 language will not be accepted.

Final inquiries must be received no later than the date specified in Section 1.14: *Schedule of Events*. Inquiries received after this date and time will be addressed only if they are deemed by the Department of Revenue Administration to be critical to the competitive selection process. An official written answer will be provided to all questions meeting these requirements.

- 1.4 Proposal Instructions. Department of Revenue Administration encourages free and open competition among Vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the Department's needs and guidelines.

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

Specifications required by the RFP are detailed in Section 3: *Scope of Services*. In responding to the RFP, the Vendor shall address all requirements for information, and frame their proposal in the format outlined in Section 5: *Proposal Format/Guidelines*.

- 1.5 Proposal Submission. All proposals in response to this RFP shall be submitted as outlined in Section 1.14: *Schedule of Events* to:

State of New Hampshire  
Department of Revenue Administration  
c/o Irene Koffink  
45 Chenell Dr  
Concord, New Hampshire 03301  
(603) 271-1396

Vendors shall submit one (1) original and four (4) clearly identified copies of their proposal. The original and all copies shall be in separate binders, delivered in sealed containers, and permanently marked:

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

State of New Hampshire  
Department of Revenue Administration  
IS Division  
F3

STATE OF NEW HAMPSHIRE  
Department of Revenue Administration  
IS Division Internet Filing  
RESPONSE TO DRA RFP <XXXX-XXX>

<ANY OTHER LABEL DESIRED>

All proposals shall remain valid for a period of 180 days from the Proposal Due Date. A Vendor's disclosure or distribution of proposals other than to the Department will be grounds for disqualification. No more than one proposal per respondent should be submitted.

- 1.6 Oral Presentation. Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the functional requirements will be accomplished. Vendor finalists may be asked to conduct the presentation during the week designated in Section 1.14: *Schedule of Events*.
- 1.7 Terms of Submission. All material received in response to this RFP shall become the property of the Department of Revenue Administration and will not be returned to the Vendor. Regardless of the Vendor selected, the Department of Revenue Administration reserves the right to use any information presented in a proposal. The content of each Vendor's proposal shall become public information once a contract has been awarded.
- 1.8 Project Start Work Date. Anticipated project start work date is on or about 8/26/2002 and support services will be required through 2/2004. Application support may be required with annual extensions for a total of 5 years, not to extend beyond June 30, 2009.
- 1.9 Vendor Responsibility. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract. Any subcontracted Vendor shall first be approved by the State.
- 1.10 Evaluation and Award of Contract. The New Hampshire Department of Administrative Services, Division of Information Technology Management (DITM), has approved this RFP for issue. The RFP process is a procurement option allowing the Department of Revenue Administration to award a contract based upon stated criteria or evaluation factors as listed in Section 6: *Selection/Evaluation Process and Criteria* of this RFP.  
  
Upon review by New Hampshire Department of Administrative Services (Division of Information Technology Management) and approval by the Governor and Council, the signed contract shall become valid.
- 1.11 Contract Security. No contract security is required.
- 1.12 Liability. The Department of Revenue Administration shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or for work performed prior to contract issuance.
- 1.13 Non-Commitment. The solicitation of the Request for Proposals shall not commit the Department of Revenue Administration to award a contract.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

1.14 Schedule of Events.

EVENTS	DATE	TIME
RFP Released to Vendors (on or about)	5/29/02	
Vendor Inquiry Period Begins (on or about)	5/29/02	
Notification to Department of Revenue Administration of the number of representatives attending the Vendor Conference	6/05/02	2:30 P.M.
Pre-proposal Vendor Conference/Site Survey (If necessary)	6/10/02	9:00 A.M.
Vendor Inquiry Period Ends (Final Inquiries due)	6/17/02	2:30 P.M.
Final State Responses to Vendor Inquiries	6/21/02	
Final Date for Proposal Submission	7/12/02	2:30 P.M.
Invitation for Presentations, If necessary	7/16/02	
Vendor Presentations/Discussion Sessions/Interviews, If necessary, week of	7/22/02-7/24/02	
Submission of Best and Final Offers (BAFO), If necessary	7/26/02	
Proposal Evaluation Completed	7/31/02	
Vendor Notification of Selection for contract finalization	8/01/02	
Contract Finalization	8/8/02	
State Approval / Governor & Council Approval	8/22/02	
Notification to Non-Selected Vendors	8/23/02	
Commence Work on or about	8/26/02	

1.15 Definition of Terms.

ACH - the Automated Clearing House network of the Federal Reserve Banking System.

BET - Business Enterprise Tax

BPT - Business Profits Tax.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

**Confirmation Number** - the unique electronic identification number given by the system to a transaction identifying the date and sequence of the transaction. This allows for a specific transaction to be traced back to its point of origin. (either Telefile or Internet).

**Department** - means Agency, or Using Agency.

**DIN** - the Department Identification Number issued by the NH Department of Revenue Administration and used by the NH Department of Revenue Administration specifically as a means of identifying SMLLC tax-paying entities.

**DITM** - means the Division of Information Technology Management.

**EFT** - Electronic Funds Transfer.

**FEIN** - the Federal Employer Identification Number issued by the Internal Revenue Service and used by the NH Department of Revenue Administration to identify corporate, fiduciary, partnership, Non-Profit, and Waters Edge (WE) tax-paying entities.

**I&D** - Interest & Dividends

**Information Technology (IT)** - refers to the tools and processes used for gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

**NOC** - the Notice of Change documents that participating banks of the ACH network use to inform originators of ACH transactions that some of the data sent in the transaction is faulty. The receiving institution supplies corrective data. Most NOC's are in an electronic file format rather than paper form. The list of reason codes and their corresponding explanations can be found in the ACH Rules publication provided by the Automated Clearing House. The National Automated Clearing House Association (NACHA) Operating Rules require that these items be addressed promptly and provide for penalties for continued transmission of erroneous data.

**Normal Business Hours** - 8:00 AM to 4:30 PM EST Monday through Friday, excluding State of New Hampshire Holidays. State Holidays are: New Years 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.

**PIN** - the Personal Identification Number used by the taxpayer in association with another identifying number to create an electronic "signature" and gain access to the systems (either Telefile or Internet).

**Returned Items (RI)** - transactions that are returned to the sender through the Automated Clearing House. These items have codes to explain the reason for return. Some items are returned for Non-Sufficient available Funds (NSF), others because the account has been closed or the receiving institution has no record of an account for that entity. The list of reason codes and their corresponding explanations can be found in the ACH Rules publication provided by the Automated Clearing House.

**SSN** - the Social Security Number issued by the Social Security Administration and used by the Internal Revenue Service and the NH Department of Revenue Administration to identify individual and proprietorship tax-paying entities.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

Vendor - means a firm submitting a proposal in response to this RFP.

1.16 Non-Alteration of RFP Document.

This is an electronic version of a Request for Proposals (RFP). Any alteration to the text or any file associated with this RFP in any way that could be construed to change the intent of the original document is forbidden. Any changes made to the original document may result in your proposal being considered non-responsive.

The original signed document is on file with the State of New Hampshire, Department of Revenue Administration.

2. GENERAL INFORMATION.

2.1 General Overview

The New Hampshire Department of Revenue Administration (DRA) employs approximately 190 employees at the 45 Chenell Drive location with the exception of three (3) employees operating in the State House Annex on Capitol Street. The mission of the Department of Revenue Administration is to collect the proper amount of taxes due, incurring the least cost to the taxpayers, and in a manner that merits the highest degree of public confidence in our integrity, efficiency and fairness. Further, it must provide prompt and constructive assistance to the municipal units of government in matters of budget, finance and the appraisal of real estate.

Specific requirements of this mission include:

- Collect all applicable taxes due to the state.
- Encourage voluntary compliance through a combination of public information and enforcement procedures.
- Provide information required for the development of tax policy.
- Maintain prudent fiscal controls.
- Ensure timely deposit of tax revenue.
- Provide public information as requested.
- Cooperate with other states, federal agencies and New Hampshire state agencies.

The department has received funding for an Electronic Filing Project for the current biennium. Included in the Electronic Filing Initiative are expansion of the Telefile System to include payments for Business Enterprise Tax (BET), Business Profits Tax (BPT), Interest & Dividends (I&D) taxes, expansion of the 2D Barcode System to include BET/BPT/I&D Tax filings and the largest endeavor is to enable Internet filing and to allow taxpayers to inquire on account information via the web.

The IS Division has embraced the goals outlined in the report of Information Technology Strategic Planning Commission released by the Governor's office "New Hampshire State Government in the Internet Age, Report of the Information Technology Planning Commission", found on the State website at <http://webster.state.nh.us/governor/itplan.html>. Specifically, that IT is used to more effectively serve the people of New Hampshire. The DRA will focus on the following IT Strategy for Internet use as defined in the commission report:

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

1. To improve the access and convenience of state government services, information, and political processes.
2. To accelerate the activities and services of state government, making them more responsive and timely.
3. To lower the cost of state government.

The Departments strategy must also address public concerns about the digital age: privacy and confidentiality and universal access.

This RFP is intended to address the Internet Filing Initiative.

2.2 Current Situation.

2.2.1 Electronic Filing.

Meals & Rentals Telefile/PC File System.

Meals & Rental operators can file their monthly returns to the DRA by Telefile or PC File to the NT servers running an application developed by an outside vendor - GovConnect. GovConnect maintains the code and provides a maintenance agreement. Operators have access to the system via their license number (assigned to taxpayer after taxpayer completes a paper Meals and Rentals Application) and PIN. This system was developed to capture a small amount of essential information of the return, post the data to the Telefile/PC File system, provide the operator with a confirmation number, create the necessary bank file, download the return/PIN information to the legacy system TIMS (Tax Information Management System) on the AS400, and upload operator ACH/PIN information from the legacy system. The operator has the ability to change their PIN information via Telefile only or request a new PIN from the DRA. There are approximately 4,500 operators filing via Telefile/PC file. This represents approximately 85% of the total M&R operators. They file monthly with a due date of approximately the 15<sup>th</sup> of each month. Operators have the ability to file for past and future months. Files created for debiting bank accounts; downloading information to the legacy system, and uploading information from the legacy system occur each business day. There are 24 telephone lines attached to the servers.

2D Bar Code System.

Interest and Dividend filers can use vendor software to print a two dimensional bar code on a return or estimate payment document. This bar code contains all the necessary data from the document to be electronically scanned at the DRA and loaded to the legacy system. DRA's 2D Bar Code scanning system consists of two scanners connected to two PC's connected to the AS400. An outside vendor - Keane Inc., developed this application. The DRA owns and maintains the code. The code is written in Microsoft Access and Visual Basic. There are approximately 30,000 documents scanned per year.

Internet Filing System.

Currently, there is no Internet Filing at the DRA.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

Electronic Funds Transfer EFT

The DRA has approximately 300 taxpayers participating in EFT filing. The DRA receives a file of transactions that originate at the banks on a daily basis. The data format received from the banks varies from bank to bank and is not meeting the predefined record layouts established by the DRA. Due to the inconsistencies, programming to automate the process of receiving the data from the bank and automatically posting it to the legacy system on the AS400 cannot occur and expansion of the current EFT process to other taxpayers is not recommended at this time. The Division of Information Technology has indicated to the DRA that the State may have a solution in place to address this issue later this calendar year.

2.2.2 Current Volume.

For the purpose of planning, the following is the number of documents currently processed by the DRA for Tax Types included in this RFP:

<u>DESCRIPTION</u>	<u>NUMBER OF DOCS</u>
L&D	
RET	73,000
EST	114,100
EXT	3,272
TN PMT	2,075
<u>TOTALS</u>	<u>192,447</u>

<u>M&amp;R</u>	
RET	9,500
TN PMT	6,800
LIC APP	2,400
AUDIT	83
NOR	115
BOND	10
TELEFILE	60,000
<u>TOTALS</u>	<u>71,910</u>

<u>BET</u>	
CORP RET	31,600
CORP EST	44,000
CORP EXT	8,000
CORP TN PMT	2,600
COMBINED RET	2,050
COMBINED TN PMT	100
EFT	450
<u>TOTALS</u>	<u>81,800</u>

<u>PTR RET</u>	
PTR RET	6,600
PTR EXT	7,600
PTR EST	750
PTR TN PMT	350
<u>TOTALS</u>	<u>15,300</u>

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

FID RET	400
FID EST	400
FID EXT	35
FID TN PMT	30
<b>TOTALS</b>	<b>865</b>
PROP RET	36,000
PROP EST	18,700
PROEXT	2,200
PROP TN PMT	950
<b>TOTALS</b>	<b>47,850</b>
NONPROFIT RET	330
NONPROFIT EXT	45
NONPROFIT TN PMT	15
<b>TOTALS</b>	<b>390</b>
<b>TOTALS</b>	<b>424,562</b>

### 2.2.3 NH eGovernment Architecture.

The state has adopted a formal architecture for e-government applications. Six component areas have been identified within the architecture. The goal of this architecture is to leverage existing technical resources by providing components that can be shared and reused across state agencies. The component areas and a definition of each area follow.

- **Access** – The physical and organizational structures necessary to control the state's information and applications that are available to its constituents. The access component addresses the control, use and integrity of the data and applications that are accessible by and transmitted to and from state web sites.
- **Content** – The information and data displayed, received and transmitted to meet the needs of people who use e-Government services.
- **User Interface** – The look and feel of web-based or electronic government services.
- **Transaction** – The activities or units of government business conducted electronically.
- **Data** – The facts and figures collected to be processed and transformed into information which will then be made available to create content on state web sites and software application functions.
- **Application** – Computer software components that process data and allow computers to be productive. Examples include electronic forms, reports, system dialogs, etc.

The following table illustrates the component areas and their sub-components.

e-Government Architecture Components	
Access	Authentication – Determines who can access certain e-Government services

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

	Universal Access – Ensures all constituents can make use of services
	Authorization – Provides the means for appropriate access to services
	Security – Protects information, data, and services
	Intrusion Detection – Proactively monitors for unauthorized access to services
	Encryption – Secures data and information for transmission
Content	Information Indexing – Logically stores information to ease access and use of services
	Search – Provides the means to find information and services
	Content Management – Eases the burden of gathering, storing, and publishing information
User Interface	Standard Policy Statements – Documents standards to ensure consistency of e-Government services across agencies
	Design Elements – Describes how the statewide e-Government "portal" and services look and function
Transaction	e-Payments – Allows payments for services to be made electronically
	Digital Signature – Allows documents to be electronically signed
	Data Transfer Protocol – Creates standard data communication processes
Data	Data Warehouse – Provides technologies and methods to organize data
	Standard Data Dictionary – Provides standards to ease data sharing across agencies
Application	Development Platform – Identifies standard technologies used to develop applications
	System Performance – Identifies standard tools to monitor performance of applications
	Middleware Technologies – Tools to ease moving data and information across disparate computer technologies

#### 2.2.4 Wide Area Networking and Internet access

All state agencies are connected to the State's intranet; New Hampshire State Unified Network (NH SUN). This WAN provides access to e-mail, the Internet and the State's financial applications.

Administrative Services is directly connected via Ethernet to the WAN central router. From there, the traffic is routed to the Internet via BGP (Border Gateway Patrol) over a matrix of connections through several

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

different ISP's. The current connection is a Tier 2 connection but that may change depending upon the results of an RFP that is currently in process. The firewall is a Cisco PIX located at the WAN central router.

2.2.5 NH eLicensing

The state currently contracts with New England Interactive for its Internet based electronic licensing applications. NEI has created a website ([www.nhlicensing.com](http://www.nhlicensing.com)) for citizen interaction with state licensing agencies. State licensing activities may be offered electronically through this contract. The DOS reserves the option to deploy the front-end portion of this application through the state contract.

New England Interactive, Inc.  
One Market Square, Suite 101  
Augusta, ME 04330

2.2.6 Electronic Payments

The state currently contracts with New England Interactive for electronic payment processing services. All electronic payments for transactions conducted using the Internet are processed through the NEI payment engine. An API for this payment engine is available at <http://www.neinetwork.com/toto/>.

The state is currently seeking proposals for new credit card processing services including all methods of remittance; manual, telephone, electronic. This provider should be in place before September 1, 2002. The state reserves the right to use the new credit card processing services.

2.3 Future Systems Environment

The overall goal of electronic filing for the DRA is to be able to reduce paper processing, improve taxpayer service, reduce DRA administrative functions, and eliminate inefficient processes already in place. This must be done with a high level of security to the taxpayer and the DRA.

The DRA hopes to achieve these goals by offering at least two different means of filing electronically, if possible, for each document. For example, Meals and Rental operators will be able to file their returns by Telefile or Internet. I&D taxpayers would be able to file by 2D Bar Code or by Internet.

The DRA wishes to put more administrative functions into the hands of the taxpayer. For example, the taxpayer should be allowed to update which bank account DRA should access for payment without DRA staff intervention. Also, M&R operators should be able to obtain their Meals and Rentals Licenses by the Internet.

The DRA will consider multiple payment options for the taxpayer. Although this may not occur in the short term, the ability for taxpayers to pay by credit card should be considered.

In the future, taxpayers should be able to inquire on their own accounts, reducing the number of calls to the DRA. Online help should be provided by the new systems.

The DRA wishes to eliminate processes that are cumbersome to maintain and perform. For example, the DRA will want to move away from the current EFT process and apply it

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

to the Internet or Telefile or both. The PC Software for use with the Telefile system becomes a large process when changes are necessary for tax year changes. This function should be eliminated on the Telefile system and moved to the Internet.

3. SCOPE OF SERVICES.

3.1 General Scope and Business Specifications.

The qualified Vendor may be contracted to provide services in one or more service categories specified in Section 3: *Scope of Services* in this RFP.

The State of New Hampshire intends to utilize, wherever possible, existing Statewide Software and Hardware Contracts with its volume license agreements to reduce costs as well as record the software as an asset.

The DRA desires to employ a solution that is flexible and can accommodate changes in e-government strategy i.e.; change in platforms, physical locations of servers, settlement banks, etc.

The vendor is requested to propose the architecture of the infrastructure required to implement this web application and to propose how the application will be developed, implemented and operated in accordance with the specifications set forth in this RFP.

The *Information Technology Project Methodology (ITPM) Standards* in Attachment A, as well as any other State standards and/or guidelines, must be used for project development. The Standards are available on the web site, [www.state.nh.us/das/ditm](http://www.state.nh.us/das/ditm).

3.1.1 Fixed Price.

Use Appendix 1A: *IT Services*.

♦ QUOTES (FIXED-FEE/FIXED-PRICE).

The Vendor must include, within the fixed price for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, methodology and tools.

The Vendor shall include a position description, a proposed candidate's resume and the IT services tasks on which the proposed service personnel will be utilized.

The Vendor's quote must be for the fixed-price for the term of the engagement, unless otherwise amended.

3.1.2 Reasonable Travel Expenses.

The Vendor must agree that, if it is awarded a Contract from this RFP, it will adhere to the following travel expense requirements and the Vendor will assume all travel expenses including but not limited by:

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

- 3.1.2.1 Meals,
- 3.1.2.2 Hotel,
- 3.1.2.3 Airfare,
- 3.1.2.4 Car rentals,
- 3.1.2.5 Car mileage, and
- 3.1.2.6 Out of pocket expenses.

3.1.3 Shipping and Delivery Fee Exemption.

All items covered under this contract are to be itemized for invoicing as required.

3.1.4 Performing Services.

The Vendor will perform all IT services specifications and services in a manner acceptable to the Department of Revenue Administration.

3.1.5 Confidential Information.

The Vendor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the Vendor shall be released without prior consent of the Department of Revenue Administration.

3.1.6 Performance Reporting (Program & Revenue).

The Vendor must make available to the requesting agency and DITM, all program and revenue information on the IT Services project(s), personnel, and/or materials performed with the State agency utilizing this contract. See Appendix 4: Performance Report Template

3.1.7 Annual Report Requirements.

N/A

3.1.8 Ad Hoc (or Special Reports).

3.1.9 Contracting Department Workspace.

The State agency will work with the IT services Vendor to determine the requirements for providing all necessary workspace, office equipment, including a desktop computer for the Vendor's staff. However, as the majority of web development can be done off-site (irrespective of the location of the web server), we don't expect the Vendor to have many requirements for on-site workspace.

3.1.10 Contracting Department Vendor Selection.

Agencies are required to solicit proposals from all eligible Vendors in the considered category.

3.1.11 State Agency Access.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

If appropriate, and subject to the applicable laws and regulations, the State Agency will be responsible for providing the selected Vendor 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 IT Services.

**3.1.12 State Agency Prior Authorization.**

The Vendor must obtain approval from the Department before installing or utilizing any automated tools or software packages on the State Agency systems.

**3.1.13 State Agency Introductory Meeting.**

The Vendor must participate in an introductory meeting with the agency program management and information technology professionals from the using agency, if requested by the State Agency.

**3.1.14 State Agency Project/Status Meetings.**

The Vendor must participate in project and/or status meetings with the information technology professionals from the using agency, during the term of the contract, as required by the State Agency. It is anticipated that the beginning of the project will require, at a minimum, weekly project/status meetings.

These meetings shall include, at a minimum, the Department of Revenue Administration Project Manager (or designee) and either the Vendor Project Manager or Project Coordinator. Other Department of Revenue Administration staff or project members will attend as mutually agreed upon by the Department of Revenue Administration and Vendor Project managers. Department of Revenue Administration Senior Management will be kept informed on the project status via attending the meetings or, in the event of a major decision, by scheduling a Senior Management meeting.

These meetings will cover the technical, schedule, and resource aspects of the project. Emphasis should be placed on the accomplishments for the concluded reporting period, the planned activity for the future reporting period, and identification and resolution of all issues and problems. The review shall be conducted at a time and location to be determined jointly by the Department of Revenue Administration and Vendor Project Managers. The agenda and minutes of each meeting shall be produced and distributed as mutually agreed by the Department of Revenue Administration and Vendor Project Managers.

**3.1.15 State Agency Exit Meeting.**

The Vendor must participate in an exit meeting with the information technology professionals from the using agency, where the Vendor has secured the contract, if requested by the State Agency.

**3.1.16 Project Fee (or Payment) Hold Back (Fixed-Price Engagements Only).**

The State Agency may hold 15% of the services, tasks, deliverables, etc. that are performed by the Vendor in a fixed-fee engagement until successful completion of the warranty period as defined in Section 6.12: Warranty.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

State of New Hampshire  
Department of Revenue Administration  
IS Division

3.2 Statement of Work.

The successful Vendor will be responsible for working in partnership with the State technical and non-technical staff to provide all requirements and deliverables defined in Section 3.3: *Detail Requirements* and Section 3.4: *Project Deliverables*.

3.3 Detail Requirements.

3.3.1 Business Requirements.

**Business Case:** In an effort to reduce paper handling, keying time, and paper deposit item volume, the Internet File (I-File) system will initially be developed to allow taxpayers to file BET/BPT/I&D estimate, extension, and returns payments. Additionally, ACH data entry and updates would be performed by the taxpayers via the I-File system, thereby reducing maintenance volume and increasing the accuracy rate of these transactions. A second phase of development will include Meals and Rentals Tax returns and payments, I&D returns, and Proprietorship returns. M&R license applications with the ability for the applicant to print the license will also be available to M&R operators in phase 2.

3.3.2 Technical Requirements.

Internet Filing Phase 1

Document Section:

- 1) Transactions allowed will be BE/BP/ID payments to include return/amended return payments, estimate payments, extension payments.
- 2) For BET/BPT return/amended return, estimate and extension payments, the data fields requested by the system would be: tax period, BE tax, BP tax. The total paid will be calculated and presented back to the taxpayer for confirmation.
- 3) For ID return/amended return estimate and extension payments, the data fields requested by the system would be: tax period, total paid.
- 4) Amounts would be filed as dollars and cents (unlike Telefile). No changes to TIMS are necessary for this item.
- 5) Incorporate a math check and populate the total payment field from the taxpayer's entries. Do not allow the taxpayer to create an unbalanced transaction. The total paid must equal the sum of the parts. Allow the taxpayer to adjust the entries but always calculate the total paid. Neither partial payments nor over-payments will be allowed electronically.

ACH Section:

- 1) All new target group taxpayers will be uploaded to the I-File system. The taxpayers will provide ACH data with each I-File transaction.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

Previously entered ACH information will be displayed for the taxpayer for each transaction.

- 2) Allow a no-money transaction without ACH data:
- 3) Do not allow money-due transactions.
- 4) When collected, the bank routing number, bank account number and bank account type (checking or savings) supplied by the taxpayer will be the required ACH information fields.
- 5) The TMS back end processing must be able to process ACH returned items, i.e. Non-Sufficient Funds (NSF), automatically for debit items returned for all electronic types.
- 6) Automate the updating of Notice of Change (NOC) data by processing the ACH returned items received from First Signature Bank to the I-File system.
- 7) Since some of these ACH returned items still are received in paper form, an alternative means of effecting the data changes would be to have direct access to the system ACH data by a limited number of DRA staff who could perform this maintenance. An approval process is required for these transactions.
- 8) Prenotes are not necessary. We will stop generating prenotes with the implementation of this project.
- 9) The ability to validate bank routing number for ACH data is required. (for example: Thomson File)
- 10) Create bank transaction file similar to current Telefile.

Identification/Confirmation Section:

- 1) There needs to be a way to identify and authorize the BET/BPT/ID/EFT taxpayers which are to be added to the system on an ongoing basis.
- 2) The ability to generate personal identification numbers (PINs) for BE/BP/ID taxpayers is required for both new taxpayers and for cases where a new PIN is necessary. For example, when a taxpayer forgets their PIN.
- 3) A PIN and PIN letter will be generated to all pilot group taxpayers informing them that their document payments can now be filed via I-File using their FEVSSN/DIN and the PIN. The letter must inform the taxpayer how to initiate and file, etc. via I-File.
- 4) Validate the ID number and PIN at transaction startup. Other information to allow verification of taxpayer should be considered.
- 5) Generate confirmation numbers for all transactions of all tax types.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

- 6) Allow Tax Payers to change their own PIN numbers.

Miscellaneous Section:

- 1) The process should automate the Batching and Data Entry TIMS functions for BE/BP/ID tax payments currently for M&R Telefile.
- 2) The application must include a tutorial to allow taxpayers to go through a step-by-step learning process related to filing the documents.
- 3) The process and application must integrate with the State of New Hampshire standard application for electronic content management. This includes but is not limited to imaging, web content management, document management, records management, report management, web publishing, case management, workflow, and electronic forms. Further information on this standard is available from NH DAS DTM.

Internet Filing Phase 2

Document Section:

- ✓ 1) In addition to Phase 1, transactions allowed will be M&R payments to include return/amended return payments, estimate payments, extension payments and tax notice payments and Tax Notice payments for BET/BPT/ID.
- ✓ 2) Proprietorship returns, Meals and Rental returns, and I&D returns will be available for I-File.
- 3) For tax notice payments for all tax types, the data fields requested by the system would be: tax period, tax, interest, and individual penalty amounts and fees. The total paid will be calculated and presented back to the taxpayer for confirmation.
- ✓ 4) For M&R estimates and extensions, the data fields requested by the system would be: tax period, total paid.
- 5) Amounts would be filed as dollars and cents (unlike Telefile).
- 6) Incorporate a math check and populate the total payment field from the taxpayer's entries. Do not allow the taxpayer to create an unbalanced transaction. The total paid must equal the sum of the parts. Allow the taxpayer to adjust the entries but always calculate the total paid. Neither partial payments nor over-payments will be allowed except for M&R.

ACH Section:

- 1) All new target group taxpayers will be uploaded to the I-File system. The taxpayers will provide ACH data with each I-File transaction.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

- ✓ 2) The I-File system would verify that ACH data was on file for M&R transactions, or require the taxpayer to provide it if it is not an M&R transaction, before allowing them to send a payment.
- ✓ 3) Allow a no-money transaction without ACH data.
- ✓ 4) ACH info already on file for M&R operators will be added to the transaction as it is now for Telefile. The taxpayer will be allowed to update the ACH information online. ACH maintenance should occur on the Internet and Telefile systems, not on TIMS. The data must be in sync between the Telefile and Internet.
- ✓ 5) When collected, the bank routing number, bank account number and bank account type (checking or savings) supplied by the taxpayer will be the required ACH information fields.
- ✓ 6) The TIMS back end processing must be able to process ACH returned items, i.e. Non-Sufficient Funds (NSF), automatically for debit items returned for all electronic types. / MTK
- ✓ 7) Automate the updating of Notice of Change (NOC) data by processing the ACH returned items received from First Signature Bank to the I-File and Telefile system.
- ✓ 8) Since some of these ACH returned items still are received in paper form, an alternative means of effecting the data changes would be to have direct access to the system ACH data by a limited number of DRA staff who could perform this maintenance. An approval process is required for these transactions.
- ✓ 9) Prenotes are not necessary. We will stop generating prenotes with the implementation of this project.
- ✓ 10) The ability to validate bank routing number for ACH data is required. (example: Thomson File)
- ✓ 11) Warehouse M&R return transactions the same as Telefile. Only allow taxpayer to file up to three (3) months in advance.
- ✓ 12) Create bank transaction file similar to current Telefile.

Identification/Confirmation Section:

- ✓ 1) The ability to generate personal identification numbers (PINs) for BE/BPID taxpayers is required for both new taxpayers and for cases where a new PIN is necessary. For example, when a taxpayer forgets their PIN.
- ✓ 2) Validate the id number and PIN at transaction startup.
- ✓ 3) Allow taxpayers to use the same id number and PIN combination for Telefile and I-File.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

- 4) Generate confirmation numbers for all transactions of all tax types and share the generating routine and the numbers issued between the Telefile system and the Internet system in order to avoid duplication of confirmation numbers.
- 5) Allow Tax Payers to change their own PIN Numbers.

Miscellaneous Section:

- 1) The process should automate the Batching and Data Entry functions for BE/BP/ID tax payments, M&R returns and payments and ~~Proprietorship~~ returns as it does currently for M&R Telefile. 10
- 2) The application must include a tutorial to allow taxpayers to go through a step-by-step learning process related to filing the documents.
- 3) The process and application must integrate with the State of New Hampshire standard application for electronic content management. This includes but is not limited to imaging, web content management, document management, records management, report management, web publishing, case management, workflow, and electronic forms. Further information on this standard is available from NH DAS DITM.

3.3.3 Documentation.

All user, technical, system documentation, project schedules, project plans, status reports, and correspondence must be maintained in a format compatible with MS Office 2000.

3.3.4 Training.

The vendor must offer training in e-government applications use, development, and API as requested. The contracting vendor must be able to provide training and support for the use of development and design templates. The vendor must offer training in specific applications or system administration, if required.

3.3.5 Infrastructure Install.

The contracting vendor must identify, install and configure all servers, operating systems, communications equipment, core component software, and applications software required for implementation of Phase I, Phase II, and reasonable expectations for future growth.

3.3.6 Hosting.

The DRA is exploring 3 models of hosting services. The vendor is requested to propose at least one hosting solution it believes will best fit the needs of the DRA for the implementation of the pilot applications. The vendor may submit a proposal for all solutions. The DRA will employ only one hosting solution. The DRA has the option to maintain the selected solution as the platform for future applications hosting throughout the term of this contract.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

In the proposal describe in detail the contracting vendor's hosting environment and policies and procedures relative to customer operations. Identify any requirements for operations and hosting that are unique to government. All e-government applications hosted and operated must be accessible 24x7.

3.3.6.1 Hosting Solution #1.

- The contracting vendor hosts the infrastructure and applications at the vendor site.
- The contracting vendor will assume all costs for hardware and operating system software for the applications.
- The contracting vendor owns and maintains required telecommunications connections to the vendor site.
- The contracting vendor will provide technical support of hardware, operating environment and software, and will perform ongoing daily operations. The contracting vendor is responsible for data integrity, security, user authentication, and payment authorization.

3.3.6.2 Hosting Solution #2.

- The infrastructure and applications are physically located at a State Data Center.
- The contracting vendor will assume all costs for hardware and operating system software for the applications.
- The contracting vendor is responsible for connectivity for Internet based transactions to and from the State Data Center. The contracting vendor will assume all responsibility for procurement, installation, and maintenance of this connectivity.
- The State will provide:
  - Physical secure space required for hosting.
  - Power supply.
  - Fire detection and suppression systems.
  - Environmental controls and monitoring of Data Center physical environment.
  - The DRA will work with the contracting vendor to provide connection between the contracting vendor server(s) and NH SUN for Internet connectivity.
  - The contracting vendor will provide technical support of hardware, operating environment and software, and will perform ongoing daily operations. The contracting vendor is responsible for data integrity, security, user authentication, and payment authorization.

3.3.6.3 Hosting Solution #3.

- Include all options from hosting solution #2 with provisions to allow DRA to perform ongoing development in a production and testing environment.
- The vendor would work with DRA approved staff members to provide training for future modifications and additional applications for the Internet.

3.3.7 Security.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

State of New  
Department of Revenue  
IS Division

PART 2

- Users must have a sense of security and privacy when using State of New Hampshire e-government applications.
- Contracting vendor must describe their approach to security, including but not limited to the use of firewall hardware and software and how these will be configured in their network.
- The contracting vendor must have internal security policies and procedures for compliance by vendor staff. Describe the internal security policies in the proposal.
- State data, e-government applications and equipment must be protected against unauthorized access. The vendor must describe how they will comply with the following:

- Confidentiality.

Assure confidentiality of data (with a tool such as SSL). Provide the ability to execute secure, authenticated, two-way transactions as well as ensure that all other data is encrypted beyond the reasonable threat of successful attack. Ensure that confidential data in the database from which public data is being extracted will not be compromised.

- Integrity.

Assure integrity of data and non-repudiation of transaction. All applications must guarantee to maintain data integrity and users' confidentiality and privacy. The contracting vendor must handle legal issues with regard to misuse or fraud and options for resolution.

- Maintain access control.

Users must be prohibited from accessing data or computer facilities unless such access was expressly approved by the State.

- Privacy

All applications must adhere to the State's privacy policy. The contracting vendor must guarantee the amount of privacy required by the agency and specified in the statement of work and the service level agreement.

- Provide authentication and authorization.

Authentication services must be robust. Reasonable precautions must be taken to protect against unauthorized access to E-

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

Government Applications: The applications and equipment must be protected against denial of service routines. Unauthorized users must be prohibited from accessing data or computer facilities. Access to facilities and data must be expressly approved by the State.

- Provide audit capabilities.

Date-time stamp and an audit trail of all transactions is required. Full audit trails must be maintained throughout the entire transaction lifetime. Penetration analysis and intrusion detection policies must exist to ensure that the applications remain as secure as possible over time.

- Virus and denial of service.

Protect the applications and equipment against virus attacks and denial of service routines.

### 3.3.8 Accessibility.

- Minimum Browser.

Applications must be accessible via popular browsers. Applications must accommodate a minimum standard of browser equivalent to MS Internet Explorer version 4.0 and Netscape Communicator version 4.5. Applications must comply with the WC3 standards.

- Compliance with the Americans with Disabilities Act.

All applications must comply with Federal American with Disabilities Act guidelines and Section 508 of the Rehabilitation act amendment.

The vendor must describe how this would be provided.

- Alternate Access Methods.

All Internet applications must be able to accommodate alternate methods of access, including hand-held devices, interactive voice response (IVR), kiosks, cell phones, etc. without extensive modification.

The vendor must describe how applications must be modified for alternate access methods. Describe the vendor experience with developing IVR applications.

### 3.3.9 Maintenance and Enhancements.

The following should be defined based on the vendors hosting option:

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

Maintenance shall be performed at times that will not adversely impact daily operations. It is understood that the contracting vendor will have a defined maintenance window in order to perform routine maintenance on equipment and applications. This maintenance timeframe shall not occur during the hours of 5:00 AM to 12:00 AM (midnight), Sunday through Saturday. The contracting vendor will notify the state contract administrator as soon as possible, with a minimum of 5 working day notification, of any maintenance that will occur outside of the defined maintenance window. Should an emergency occur requiring immediate maintenance the contracting vendor will notify the contract administrator. A mutually agreed upon time will be defined to perform said maintenance. In the proposal, discuss how maintenance and enhancements will be accomplished and the plans for the scheduling of downtime for routine maintenance.

3.4 Project Deliverables.

Deliverables are listed below. The content of the deliverables is described in the body of this RFP and in the *State of New Hampshire Project Methodology Standard* (<http://webster.state.nh.us/das/dl/mtsfa5.doc>).

In this section of the proposal, provide a high-level project plan that includes the timeline.

A.	Initial Project Planning
1.	Preliminary project meeting(s)
2.	Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications
B.	Analysis
3.	Business requirements definition.
C.	Design
5.	Logical Design
6.	Physical Design
D.	Development
7.	Develop prototype of pilot applications.
8.	System/unit test plans
9.	Disaster Recovery Plan - For recovery of hardware and software systems
10.	Disaster Recovery Plan - For recovery of applications including business continuity
11.	Operations Plan and Process Documentation
12.	Training plans
E.	Test
13.	System/unit test
F.	Infrastructure and Prototype
14.	Infrastructure installation
15.	Acceptance of prototype

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

G.	Deployment
16.	User acceptance testing
17.	Sign off and full implementation / production cut-over
H.	Ongoing Support

3.5 Schedule and Pricing.

Vendors shall provide a preliminary schedule and pricing plan to accomplish the services, activities and tasks to produce the deliverables required. See Appendix 1A: IT Services-Activities/Deliverables/Milestones.

3.6 Change Control Procedures.

If either of the parties wishes to alter the Specification or the Statement of Work the following procedure will apply:

3.6.1 The person who requests the change (the "Originator") will forward to the other party (the "Recipient") a Change Request, which will include the following:

- Project Identification
- Originator's name and title
- The date of the Change Request
- A description of the proposed change
- The reason for the proposed change

3.6.2 The State Agency will assign a number to and log each Change Request. All Change Requests will be categorized by the Originator as Priority 1 (urgent) or Priority 2 (ordinary) or Priority 3 (post acceptance).

3.6.3 The recipient will make reasonable efforts to investigate the impact of the Change Request on the price, timetable, Statement of Work, Specifications and relevant obligations in accordance with the schedule set out in the Project Management Plan for each priority category.

3.6.4 If the State Agency is the Originator, the Vendor will inform the State Agency if there will be any charges for the Vendor services in conducting the impact study and the State Agency will decide whether the Vendor should conduct the impact study.

3.6.4.1 If both parties agree on the impact study and any necessary amendments to the price, timetable, Statement of Work, Specification and relevant obligations under the Agreement, the Agreement will automatically be varied to take into account the agreed changes.

3.6.4.2 If the parties cannot agree upon the impact study, the Change Request will not be implemented.

3.6.5 The parties will agree in the Project Management Plan to a period prior to any scheduled delivery for review and acceptance at which the Specifications will be frozen. The State Agency will deal with any subsequent Change Request after acceptance.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

4. STAFFING.

4.1 Key Personnel.

4.1.1 Department of Revenue Administration.

Department of Revenue Administration will have one part time PROJECT MANAGER, one Technical Analyst, and one programmer devoted to this project. The Department of Revenue Administration portion of this project will be under the direction of the following individual:

Irene Koffink  
Department of Revenue Administration  
IS DIVISION  
45 Chenell Dr  
(603) 271-1396  
(603) 271-5455  
[lkoffink@rev.state.nh.us](mailto:lkoffink@rev.state.nh.us)

4.1.2 Contracting Vendor.

The table below lists the optimal complement of key personnel required by the State of the contracting vendor. Contracting vendor key personnel are defined as the proposed Project Manager, Technical Lead, and Business Analyst. These key personnel will comprise the selected vendor's core team.

It is highly desirable that each of the proposed key personnel resource possesses the experience described below:

The vendor is at liberty to propose other staff as deemed suitable for the project.

Key Personnel	Qualifications
Project Manager	Seven (7) years of information technology experience, three (3) of which are be in government technology project management experience. Significant experience in assuming responsibility for a project similar in size, functionality and scope.
Technical Analyst	Five (5) years of experience in system design and operations, three (3) of which are in government. Experience in WAN implementation and operations. Significant experience in the technical platforms proposed by the contracting vendor.
Business Analyst	Seven (7) years of experience in business analysis, business process redesign, and logical systems design. Significant experience working with the application of technology in government. Significant experience with the application of electronic payment processing. Significant

State of New Hampshire  
Department of Revenue Administration  
IS Division- Internet Filing  
PART 2

RFP# NHDRA 2003-004

experience in internet applications.

**Support Staff**

The table below lists the optimal complement of contracting vendor support staff required. Contracting vendor support staff is defined as the proposed development, operations staff, and technical support staff.

It is highly desirable that each of the proposed support staff possesses the experience described below. The vendor is at liberty to propose other staff as deemed suitable for the project.

Support Staff	Qualifications
Development staff	Minimum five (5) years experience in applications development, three (3) of which should be in the proposed technologies.
Technical support staff	Minimum five (5) years experience in technical support, three (3) of which shall be in WAN technical support.
Operations staff	Experience with daily operations of equipment proposed by the contracting vendor.

**4.2 Staff Retention/Performance.**

The Department of Revenue Administration reserves the right to interview anyone, including non-key staff proposed for work on this contract. The State reserves the right to request the removal of any contracting vendor supplied employee who fails to perform at acceptable levels or, for any other reason, at the sole discretion of the State. The contracting vendor will immediately remove said individual from the project. The vendor will have seven (7) business days to provide resumes of proposed candidates with the same or greater skill set at the same or lesser rate.

**4.3 Contracting Vendor Role.**

The Contracting vendor, in consideration of the terms and conditions consistent with all specifications set forth in this RFP and the State of New Hampshire Contract Terms and Conditions (Form P-37), also hereby agrees to the following Statements of Agreement: *Require Work Procedures and Computer Access and Use Agreement* both of which can be found at: <http://www.state.nh.us/das/ditm>.

**5. PROPOSAL FORMAT/GUIDELINES.**

**5.1 General Information.**

The Vendor shall respond to this RFP according to the format specified below. All responses must be concise, well organized and provide sufficient detail, where appropriate, which will allow the evaluators to clearly determine the benefit of the Vendor's offering.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

If the company product literature or other publications are attached and intended to be used in direct response to an RFP requirement, the response must include reference to the document name and page number.

Responses should include proposals for planning, implementing, and managing the delivery of the personnel resources to the State.

Proposals should also include a detailed review of those factors that differentiate a respondent from those competing for this project.

The Proposal will be evaluated and scored as described in Section 6:  
*Selection/Evaluation Process and Criteria.*

**5.2 Proposal Outline.**

The Vendor, when presenting the proposal, must use the following outline:

- 5.2.1 Cover Page
- 5.2.2 Transmittal Letter
- 5.2.3 Table of Contents
- 5.2.4 Glossary of Terms and Abbreviations
- 5.2.5 Section I: Executive Summary
- 5.2.6 Section II: Company Profile
- 5.2.7 Section III: Sub-Contracted Vendor Profiles
- 5.2.8 Section IV: Experience
- 5.2.9 Section V: Personnel Resumes
- 5.2.10 Section VI: Detailed Response
- 5.2.11 Section VII: Cost Proposal
- 5.2.12 Section VIII: Contractor Authorized Signature Verification Form, Appendix 5
- 5.2.13 Section IX: New Hampshire Certificate of Authority, Appendix 6

**5.3 Proposal Description.**

**5.3.1 Cover Page.**

The first page of the Vendor's Proposal must be a cover page containing:

STATE OF NEW HAMPSHIRE  
Department of Revenue Administration  
IS Division

RESPONSE TO Department of Revenue Administration RFP 2003-004  
Internet Filing

It must include the Vendor's name, contact person, contact telephone number, address, city, state and zip code, fax number, and e-mail address. All subsequent pages must be numbered.

**5.3.2 Transmittal Letter.**

The transmittal letter shall be a formal letter from the Vendor and shall be prepared in a standard business format. The letter should be brief, signed by a

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

person authorized to commit the organization to perform the work specified in the RFP, and identify all materials and enclosures being forwarded. The letter should also include the name of the person who will serve as the Vendor's representative for all matters relating to the RFP. A statement must be included indicating the Vendor's submitted proposal is valid for a minimum of 180 days from the proposal due date. The letter must acknowledge that the Vendor has read this RFP, understands it, and agrees to be bound by its requirements.

5.3.3 Table of Contents.

The Vendor must provide a Table of Contents with corresponding page numbers relating to their proposal. Vendors are encouraged to provide as much detail as necessary but at a minimum, the Table of Contents must conform to the outline listed in Section 5.2: *Proposal Outline*.

5.3.4 Glossary of Terms and Abbreviations.

The Vendor must provide a glossary of all terms and/or abbreviations used throughout their proposal.

5.3.5 Executive Summary.

The Executive Summary must summarize the Vendor's proposed solution, the services to be performed, and the total price of the project. The Vendor should clearly identify their qualifications to meet the requirements defined in the RFP and offer an approach that reveals a clear understanding of the requirements of the RFP. This summary provides Vendors the opportunity to describe those factors which they believe distinguish them from other Vendors.

5.3.6 Company Profile.

The Vendor shall provide at a minimum the following information:

- 5.3.6.1 General company overview, background, number of employees, and current project commitment;
- 5.3.6.2 Current financial statement including most recent audited annual report, audited statement of income and retained earnings for the last two years, audited balance for the last two years;
- 5.3.6.3 Any litigation, previous or currently outstanding, relating to the Vendor and any proposed subcontractor's, performance on Information Technology projects;
- 5.3.6.4 Out-of-state vendors must have a Certificate of Authority as required by New Hampshire law RSA § 293-A:15.03: <http://oencourt.state.nh.us/rsa/html/XXVII/293-A/293-A-15.03.htm>

\*Application for Certificate of Authority. - (a) A foreign corporation may apply for a certificate of authority to transact business in this state by delivering an application to the secretary of state for filing. The form should be acquired through the New Hampshire Secretary of State."

Form: <http://www.state.nh.us/sos/corporate/PDF/Form%2040%20V-1.0.pdf>

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

5.3.7 Sub-Contracted Vendor Profile.

5.3.7.1 General company overview, background, number of employees, current project commitment, and prior project experiences;

5.3.7.2 Contractual relationship between companies. The primary Vendor is responsible for all deliverables, schedule deadlines, and any other contractual matters.

5.3.8 Experience.

5.3.8.1 Overview.

Vendors must include the length of the time for the project, contracted dollar value of the project, project description, and state if the project was completed on time and within the contracted dollar amount.

Capability.

Vendor must provide information demonstrating their staff is of sufficient size and experience to complete the requirements outlined in this RFP.

5.3.8.2 Public Sector Experience.

Vendor must provide knowledge of public sector and State government needs.

5.3.8.3 References (minimum of three).

Vendor must provide a minimum of three references, preferably to projects described in Section 5.3.8.1: Overview.

5.3.8.3.1 Public sector, including State agencies and the federal or other State government:

Name  
Title  
Address  
Phone/fax numbers  
E-mail address.

5.3.8.3.2 Other references, for projects of similar scope:

Organization name  
Dates of project/contract

5.3.9 Personnel Resumes.

The Vendor shall confirm that all personnel to be assigned to this project shall be qualified to perform such services, and must include resumes of those individuals. Each resume must clearly indicate the qualifications and responsibilities to be assigned to the individuals identified.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

Resumes, which include experience, education, and training, must be included for the coordinator and any other lead or senior proposed development and support personnel.

**5.3.10 Detailed Response.**

The Vendor must confirm that their proposed solution will meet or exceed the requirements as outlined in the RFP, and must clearly describe how the Vendor's proposed solution will accomplish this. Vendors should, in this section, provide a comprehensive and detailed description of the products and services to be provided in response to the requirements described in Section 3: *Scope of Services* of the RFP. An explanation of how each requirement can, or cannot, be met must be included. Responses must be in the same sequence and format as listed in Section 3: *Scope of Services* and must cite page and paragraph number.

**5.3.10.1 Overview.**

Provide an overview of the Vendor's understanding of Department of Revenue Administration's requirements as specifically identified or implied in the RFP. A statement must be included specifying the Vendor's acceptance of the contractual specifications set forth in Section 3: *Scope of Services*.

**5.3.10.2 Project Approach & Technical Proposal.**

Describe in detail the Vendor's current expertise in the following areas:

5.3.10.2.1 Description of the method(s) and/or services to be used.

5.3.10.2.2 Description of tools, including automated tools, and skills to match state agency requirements.

5.3.10.2.3 Description of the management of these services.

5.3.10.2.4 Description of the approach and services to be provided to fulfill detailed requirements and deliverables as listed in section 3.3: *Detailed Requirements* and section 3.4: *Project Deliverables*.

The Vendor must provide the time frame for completion of the activities and deliverables described in Section 3: *Scope of Services* of this RFP.

**5.3.10.3 Maintenance and Enhancements Proposal.**

Describe in detail the Vendor's current expertise in handling maintenance and enhancements for development projects. Include cost and resource availability.

**5.3.11 Cost Proposal.**

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

This section describes the requirements to be addressed by Vendors in preparing the Cost Proposal. The Cost Proposal must be submitted according to the requirements presented in Appendix 1: *IT Services*. The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from the Vendor's proposal, industry norms, or in areas where detailed pricing is required.

5.3.11.1 Compensation.

Department of Revenue Administration recognizes there are certain industry practices for IT service consulting firms. However, the State encourages respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded.

5.3.12 Terms and Conditions Agreement.

The Vendor must acknowledge that the respondent has read the standard State contract (Appendix 5: *Form P-37*) as amended by Exhibit C, understands them, and agrees to all terms and conditions.

NOTE: Changes to the current liability as defined in the State of New Hampshire Contractor Agreement, Form P-37, as amended by Exhibit C, are not negotiable.

6. SELECTION/EVALUATION PROCESS AND CRITERIA.

The State selected a group of personnel to act as an evaluation team. The procedure for evaluating the proposals will be as follows:

6.1 Proposal Receipt and Review.

Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in Section 1.14: *Schedule of Events* with the correct number of copies, the presence of all required signatures, and the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened. The possible need for negotiations or "BEST AND FINAL OFFER" necessitates the need for privacy.

Although proposals may be accepted and a contract awarded without discussion, the State may initiate discussions should clarification or negotiation be necessary.

6.2 Proposal Evaluation and Categories.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

Scoring shall include information obtained by reviewing the Vendor's proposal documents, contacting references, and conducting Vendor interviews and product demonstrations if applicable. Possible points to be awarded for each section of the RFP are identified below. The Evaluation Team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award.

Each proposal will be evaluated on the basis of the categories below. A point score will be established for each response in each category. Based on the results of the evaluation, the proposals determined to be most advantageous to the State, taking into account all of the evaluation factors, may be selected by the State for further action. If technical proposals are close to equal, greater weight could be given to price.

6.3 Evaluation Criteria.

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this Request in a cost-effective manner. Specific criteria are:

6.3.1 Statement of understanding and technical approach defining the ability to deliver quality technical resources, services, products (20%)  
(Reference Section 5.3.10: *Detailed Response*)

6.3.2 Project Management Ability (20%)  
(Reference Section 5.3.10.2.3: *Description of Management of Services*)

6.3.3 Experience in providing similar services (20%)  
(Reference Section 5.3.8: *Experience*)

6.3.4 Personnel Resumes (20%)  
(Reference Section 5.3.9: *Personnel Resumes*)

6.3.5 Cost (20%)  
(Reference Section 5.3.11: *Cost Proposal*)

6.4 Proposal Rejection.

Department of Revenue Administration reserves the right to reject any and all proposals deemed non-responsive to the requirements set forth in the RFP.

6.5 Public Disclosure.

The information submitted by the Vendor, including statements and letters, shall be subject to public disclosure as required by Federal and State right-to-know law, RSA Ch. 91-A (1990). Responses to the RFP will be disclosed to the evaluation committee only, and responses will not be publicly opened until after contract award. The possible need for negotiations or, for "Best and Final Offers", and to protect the integrity of the public procurement process, precludes general release of this information until after contract award.

Award will be made to the responsible Vendor whose proposal is deemed to be the most advantageous to the State, taking into consideration all evaluation factors. Only those evaluation criteria outlined in the RFP will be used. A register of proposals will be

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

prepared and open to the public after all discussions, negotiations, and final awards have been made.

6.6 Best and Final Offer.

The Department of Revenue Administration may determine if it is in the best interest of the State to seek a "BEST AND FINAL OFFER" from Vendors submitting acceptable and/or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide a Vendor the opportunity to amend or change their original proposal to make it more acceptable to the State. The Department of Revenue Administration reserves the right whether or not to exercise this option.

6.7 Project Budget/Limitation on Price.  
DRA has sufficient funds to cover the cost of this project.

6.8 Agreement of General Provisions.

Vendors must indicate their agreement to enter into a contract with Department of Revenue Administration.

6.9 Selection, Notification, and Award of Contract.

Although proposals may be accepted and a contract awarded without discussion, the State may initiate discussions should clarification become necessary. These discussions will usually be limited to all acceptable proposals but may also be extended to the potentially acceptable proposals. Vendors shall be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.

If Department of Revenue Administration awards a contract relative to this RFP, a letter shall advise the successful Vendor. The contract shall incorporate in its provisions the New Hampshire Terms and Conditions agreement (Form P-37), this RFP, the successful Vendor's Proposal and any other pertinent documents.

Public announcements or news releases pertaining to any contract awarded shall not be made without the written permission of Department of Revenue Administration.

6.10 Contract Law.

Any contract awarded as the result of this RFP shall be originated by Department of Revenue Administration. The contract shall be constructed in accordance with and governed by the laws of the State of New Hampshire, and upon review by New Hampshire Department of Administrative Services (Division of Information Technology Management), and approval by the Governor and Council, the signed contract shall become valid.

6.11 Copyright, Intellectual Property Rights, and Confidentiality

6.11.1 WWW Copyright and Intellectual Property Rights. All right, title and interest to the Department of Revenue Administration site, including copyright to all data and information, shall be and remain with the Department of Revenue Administration. The Department of Revenue Administration shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2  
RFP# NHDRA 2003-004

pages and any other data or information shall, where applicable, display the Department of Revenue Administration's copyright. All right, title and interest to the Contractor's WWW site shall be and remain with the Contractor. This section shall survive the termination or expiration of this Agreement.

6.11.2 Confidentiality of Data and Information. Contractor shall maintain in confidence all Department of Revenue Administration and Department of Revenue Administration customer data and information derived from this data which becomes available to the Contractor in connection with its services under this Agreement and shall use such information only for providing services under this Agreement. All data and information acquired or developed by the Contractor in performance of this Agreement shall be and remain the property of the Department of Revenue Administration. This section shall survive the termination of this agreement.

7. PRICE, PAYMENT SCHEDULE AND CONTRACT TERMS.

7.1 Deliverables/Schedules/Payments.

PHASE I

DELIVERABLE	SCHEDULE DUE DATE	PAYMENT %
Initial Project Planning	09/10/2002	
Preliminary project meeting(s)		
Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications		
Analysis	09/30/2002	
Business requirements definition.		
Design	10/21/2002	10%
Logical Design		
Physical Design		
Development	11/15/2002	15%
Develop prototype of pilot applications.		
System/unit test plans		
Disaster Recovery Plan - For recovery		

State of New Hampshire  
 Department of Revenue Administration  
 IS Division - Internet Filing  
 PART 2  
 RFP# NHDRA 2003-004

of hardware and software systems		
Disaster Recovery Plan - For recovery of applications including business continuity		
Operations Plan and Process Documentation		
Training plans		
Test	12/06/2002	
System/unit test		
Infrastructure and Prototype	12/18/2002	10%
Infrastructure installation		
Acceptance of prototype		
Deployment		
User acceptance testing	12/31/2002	10%
Sign off and full implementation / Production cut-over	02/01/2003	15%
Ongoing Support	02/2004	

**PHASE II**

DELIVERABLE	SCHEDULE DUE DATE	PAYMENT %
Initial Project Planning	03/03/2003	
Preliminary project meeting(s)		
Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications		
Analysis	03/25/2003	5%

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

Business requirements definition.		
Design	04/15/2003	5%
Logical Design		
Physical Design		
Development	05/07/2003	5%
Develop prototype of pilot applications.		
System/unit test plans		
Disaster Recovery Plan - For recovery of hardware and software systems		
Disaster Recovery Plan - For recovery of applications including business continuity		
Operations Plan and Process Documentation		
Training plans		
Test	06/02/2003	5%
System/unit test		
Infrastructure and Prototype	07/08/2003	
Infrastructure installation		
Acceptance of prototype		
Deployment		10%
User acceptance testing	07/29/2003	
Sign off and full implementation / Production cut-over	09/02/2003	
Ongoing Support	02/2004	10%

7.1.2 Documentation.

The Department of Revenue Administration recognizes that the availability of comprehensive, well-organized and easy to use documentation is critical to both the short and long-range success of any project. Documentation developed by

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

the Vendor shall be supplied both in printed and electronic format to allow for easier modification in the future:

Documents shall have one hard copy and one electronic version of every document.

Data shall be provided as required on machine-readable media, a 3.5" diskette or electronic transmission, as mutually agreed to by the Vendor and the State Agency Project Managers.

The Department of Revenue Administration expects that the Vendor will supply manuals and/or documentation including but not limited to: Logical Design, Physical Design, Taxpayer Training material, User Manual, Technical Support Manual.

7.1.2.1 Documentation Updates and Maintenance.

The State Agency anticipates that modifications and updates to the project documentation, both electronic and paper, will be required. Documentation updates may include user manuals, system documentation (logical and physical) and system operations.

Whenever changes or updates occur in data items that have been delivered to the State Agency, the correction sheets shall specify the document number and title, date of the original issue, the date of the effective change, and change bars designating the changes.

When major changes to a document are made, as determined by the Vendor in its reasonable discretion, a complete revision of the document shall be issued and delivered in accordance with the original instructions for the data item. Revisions will be numbered and dated.

7.1.3 State Owned Documents and Copyright Privileges.

During the period of the contract, the Vendor shall provide Department of Revenue Administration access to all State-owned documents, materials, reports and other work in progress relating to this RFP as work for hire. Upon expiration or termination of the contract with Department of Revenue Administration, the Vendor will turn over all state-owned documents, material, reports and work in progress relating to this RFP to Department of Revenue Administration.

Department of Revenue Administration shall have all ownership of and title to software developed for, or in the course of, this contract or modifications thereof, and associated documentation of the complete system, including any and all performance enhancing operational plans and Vendors' special utilities. Department of Revenue Administration shall have sole right to produce, publish, or otherwise use, such software, modifications and documentation developed under the contract, and to authorize others to do so.

7.2 Pricing.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

7.2.1 Dates and Schedules.

Terms and hourly pricing support will be broken out by Deliverable, Date and Amount as outlined in Appendix 1: IT Services

7.2.2 Invoicing.

The Vendor shall maintain documentation for all charges against the State under this contract. The books, records, and documents of the Vendor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of seven (7) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the State or any appropriate federal agency, or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

7.3 Term.

The contract will become effective upon approval of by the New Hampshire Governor and Executive Council. The contract will be two (2) years from the start date with annual options to extend for up to five (5) years, additional years of support not to extend beyond June 30, 2009.

Specific due dates for the various products and services to be delivered under any resulting contract will be set by mutual agreement between the Vendor and Department of Revenue Administration through the New Hampshire Department of Administrative Services, Division of Information Technology Management, and Governor and Council, as appropriate.

Department of Revenue Administration will be under no obligation to reimburse the Vendor for any work undertaken by the Vendor prior to the effective date of the contract.

7.4 Warranty.

Stability and responsiveness to problems is essential. The Vendor must guarantee to have the Internet Filing Project web pages operating within the time agreed upon. Should it fail to do so, and the failure was not caused by the acts or omissions of Department of Revenue Administration, then the Vendor will be liable for all additional costs to Department of Revenue Administration to assure that the application is up and operating. This includes the addition and replacement of equipment, additional personnel, and additional costs to Department of Revenue Administration for its day-to-day operation and above the anticipated cost had the application been available and operating as planned.

7.4.1 Warranty Period. The warranty shall extend for one hundred and twenty (120) days after the Internet Filing application production cut over.

7.4.2 Warranty Problems. All problems found during the Warranty Period and all problems found with the Warranty releases, shall be corrected by the Vendor no later than 30 days after discovery or the end of the Warranty period, whichever comes last, at no additional cost to the Department of Revenue Administration.

State of New Hampshire  
Department of Revenue Administration  
IS Division- Internet Filing  
PART 2  
RFP# NHDRA 2003-004

State of New  
Department of Revenue  
IS Division  
PART 2

7.5 Software Enhancements.

It is anticipated that modifications and improvements to the software may be required from time to time to incorporate changes to State or Federal regulations, add new functionality, or address changing business needs. Software changes can only be authorized by the State Agency's designated contract point of contact.

8. GUARANTEED MOST FAVORABLE TERMS.

All of the prices, terms, warranties and benefits granted by the Vendor herein are comparable to or better than those offered by the Vendor to the other customers contracting under the same material terms and conditions. As used herein, material terms and conditions include those terms related to price and Vendor performance. Should the Vendor announce a general price reduction or make generally available to other customers more favorable terms or conditions with respect to the type of services provided hereunder, such prices, terms or conditions will be available to the State upon the date the general price reduction or change in terms and conditions becomes effective.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

**APPENDIX 1A - IT SERVICES  
ACTIVITIES/ DELIVERABLES/ MILESTONES**

IT SERVICES - DELIVERABLES/MILESTONES	DATE	PERCENT/ PAYMENT
PHASE ONE		
Initial Project Planning		
Preliminary project meeting(s)		
Detailed project plan identifying the timeline, milestones, tasks and resources to construct, test and implement the applications		
Analysis		
Business requirements definition.		
Design		
Logical Design		
Physical Design		
Development		
Develop prototype of pilot applications.		
System/unit test plans		
Disaster Recovery Plan - For recovery of hardware and software systems		
Disaster Recovery Plan - For recovery of applications including business continuity		
Operations Plan and Process Documentation		
Training plans		
Test		
System/unit test		
Infrastructure and Prototype		
Infrastructure installation		
Acceptance of prototype		
Deployment		
User acceptance testing		
Sign off and full implementation		

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

Note: Deliverables will be priced in a fixed fee basis.

*Remainder of this page intentionally left blank.*

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

APPENDIX 4

RESERVED

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

APPENDIX 5

CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

**Individuals:** Individuals have two options to verify signature authorization:

1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature. OR
2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

**Corporations:** Corporations have two options to verify signature authorization [select one option].

1. **Authorization and Clerk Certification:** The Corporate Clerk must certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) AND that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (NOTE: Clerks may not self-certify if they are acting as the Clerk and as an authorized signatory. Alternative documentation should be submitted). OR
2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a" and "b" below)
  - a. **Authorization.** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation. AND
  - b. **Official Sample of Signature or Notarization** (select one).
    - **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature. OR
    - **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

**Partnership or Other Entities**

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity. AND
2. **Official Sample of Signature or Notarization** (select one option):
  - a. **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature. OR
  - b. **Notarization.** Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: \_\_\_\_\_

SIGNATURE: (as it will appear on document) \_\_\_\_\_

(NOTARY) I, \_\_\_\_\_ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder and the individual's identity was verified on this date: \_\_\_\_\_, 200 \_\_\_\_\_. My commission expires on: \_\_\_\_\_.

(CORPORATE CLERK) I, \_\_\_\_\_ as corporate clerk of the Bidder/Contractor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Contractor. This date: \_\_\_\_\_, 200 \_\_\_\_\_.

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

APPENDIX 6

NEW HAMPSHIRE CERTIFICATE OF AUTHORITY  
or CERTIFICATE OF GOOD STANDING

Vendors need to provide a NH Certificate of Authority with their response to this RFP.

State of New Hampshire  
Department of Revenue Administration  
Small IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

ATTACHMENT A

NH Division of Information  
Technology Management

Information Technology Project Methodology (ITPM) Standards



Date: 9/25/00  
Version: 1.1

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004  
REVISION LOG

Date	Description
8/10/00	Rewrote DITM ITPM document for statewide use. Added supplemental information from contract.
9/25/00	Corrected typing errors and minor modifications

DITM - ITPM Standards

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

TABLE OF CONTENTS

DITM PROJECT LIFECYCLE PHASES.....	49
APPENDIX A -- PHASE END-ASSESSMENT.....	55
APPENDIX B -- TRANSFER OF KNOWLEDGE.....	56

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

**DITM Project Lifecycle Phases**

**INTRODUCTION:**

All information technology development projects must follow the State of New Hampshire Division of Information Technology Management (DITM), Information Technology Project Methodology (ITPM) in creation of the projects plan and execution of the project. This methodology is designed to provide uniformity that enables state agencies and their IT services vendors to better manage technology development projects. It addresses the approach for handling continuous business change and provides the framework for significant leverage in achieving quality results. Pre-defined deliverables at the end of each phase will enable the state agency to track the progress of the project.

The DITM ITPM consists of eight phases:

- I. System Request Initiation
- II. Analysis
- III. Design
- IV. Construction
- V. Testing
- VI. Implementation
- VII. Deployment
- VIII. Project Wrap-Up

The following section iterates the State of New Hampshire's ITPM at a high level and also provides a narrative of each *Project Phase*. This methodology allows expanding the methodology for specialized, complex or abbreviating the methodology for simplistic projects facilitating an environment for speed with structure. It is also designed to provide enough flexibility to allow contractors to use innovative solutions.

**PHASE:**

**SYSTEM REQUEST INITIATION**

In the System Request Initiation phase, requests for system development and modification are submitted, reviewed, evaluated and prioritized. Justification for the requests charts the course of the project. Preliminary estimates are conducted as well as overall project planning when the project's scope is defined and understood. Both program and technical divisions within a state agency work with DITM in deciding to deny or approve the request. Projects must be included in the agency's Strategic Information Technology Plan or the plan must be amended. Once approved, the project proceeds with the project methodology.

**OBJECTIVES:**

- Initiate Request
- Review Request
- Determine Feasibility (funding, resources, impacts)
- Determine Method of Development (internal or contracted)
- Determine Project Scope (including change control and reporting requirements)
- Develop Project Work plan

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

- Determine Project Environment

**DELIVERABLES:**

- Preliminary High-level Analysis
- Project Work Plan
- Project Milestones
- Project Deliverables
- Project Kick-Off Meeting (Document)
- System Overview Document (Update existing document or create new document as applicable)
- Change Control Procedures

**PHASE:**

**ANALYSIS**

The Analysis phase is the phase in which the team members define the functional requirements across all subsystems required by legislation or other project activities.

During this phase, database design may include data flow diagrams and a data dictionary. Also during this phase, the logical design activities may be expanded (as applicable) to include details of inputs, outputs, edits, interfaces, and descriptions of functions and processes. Window or screens and report layouts, as well as form/notices formats are documented. This phase produces a clear statement of all business requirements, a clear development direction and a workable technological direction to support the application.

**OBJECTIVES:**

- Refine/Baseline Project Work Planning
- Analysis Start-Up
- Iterative Analysis
- Business/Technical Requirements Definitions (Processes, work-flows, policy)
- Systems Analysis
- Initiate High Level Training Plans (includes Policy and Rules as applicable)
- Initiate High Level Acceptance Test Plans
- Initiate Operational Support Requirements/Documentation (Includes Service Level Agreements as applicable)
- Establish standards for execution of development, documentation and testing.

**DELIVERABLES:**

- Demonstrated understanding of state agency requirements
- Scope of Service
- Statement of Work - Approved Requirements Document
- Business and Data Models
- Application Requirements and High Level Design Document
- Standards for development, documentation, and testing

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

- Walk-Through and Transfer of Knowledge
- Quality Assurance/Product Assurance Review
- Acceptance Plan
- Phase End Report
- *Named agency representatives (functional and technical) for all clarifications*

PRE-REQUISITES:

- *Signed Contract between the Vendor and the State agency*
- *Approved Acceptance Criteria*
- *Access to existing systems installed at the State agency*
- *A copy of New Hampshire's existing documents e.g. user guide, data dictionary, operations manual, etc.*

PHASE:

DESIGN

In the Design phase, logical design begins the transition from requirements to solution(s). This phase validates the decisions made at the end of analysis and begins the development of an overall design, creating a physical model. Business requirements are turned into system specifications, creating a physical model. Physical design completes the transition from analysis to detailed design solutions. Planning sessions continue to perfect training, testing, conversion (if applicable) contingency, and disaster recovery efforts.

*During this phase, database design may include data flow diagrams, data model diagrams, and a data dictionary. Also during this phase, the physical design activities may be expanded (as applicable) to include details of inputs, outputs, edits, interfaces, and descriptions of functions and processes. Window or screens and report layouts, as well as form/notices formats are documented. This phase produces a clear statement of all business requirements, a clear development direction and a workable technological direction to support the application.*

OBJECTIVES:

- Define Application -- Validate with Business
- Define Technical Specifications -- Validate with Technical
- Refine Training Plans (includes Policy and Rules as applicable)
- Refine Acceptance Test Plans and provide test data
- Refine Operational Support Requirements/Documentation (Includes Service Level Agreements as applicable)

DELIVERABLES:

- System Architecture Document
- Conceptual and Detailed Design
- Logical and Physical Designs (screen layouts, report formats/database design, etc.)
- Technical Requirements Design Document
- Data Conversion Plan (if required)

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

- Walk-Through and Transfer of Knowledge
- Quality Assurance/Product Assurance Review
- Phase End Report

PHASE: CONSTRUCTION

The Construction phase converts designs into working application programs, provides operating procedures and provides for system documentation. This phase further provides the framework that ensures that all team members have a comprehensive understanding of the application changes and, if applicable new technology.

OBJECTIVES:

- Code Debug Application/Data Base
- Finalize System Documentation
- Prepare Test Environment(s)
- Finalize Training Plans (includes Policy and Rules as applicable)
- Finalize Test Plans
- Finalize Contingency Plans
- Finalize Operational Support Requirements/Documentation (Includes Service Level Agreements as applicable)

DELIVERABLES:

- Deliver Code and Test environment
- Deliver Test Plans
- Quality Assurance/Product Review
- Deliver Training Plans
- Deliver Contingency Plans
- Walk-Through and Transfer of Knowledge
- Deliver Operational Support Requirements/Documentation (Includes Service Level Agreements as applicable)
- Phase End Report

PHASE: TESTING

The Testing Phase verifies that the system meets the requirements defined in the analysis and design phase and documented in the statement of work. A series of different tests are required - unit, system, integration, user acceptance, and regression. This phase verifies that the application software and technical configuration meet the functional and technical requirements defined in previous activities and phases. The business clients must be highly involved and committed in this phase to further ensure Product Assurance.

OBJECTIVES:

- Execute Unit Test Plans
- Execute System Test Plans
- Execute Integration Test Plans
- Execute User Acceptance Test Plans
- Execute Regression Test Plans
- Track Problems and Issues Re-test Fixes

State of New Hampshire  
Department of Revenue Administration

IS Division - Internet Filing

PART 2

RFP# NHDRA 2003-004

- Review System Performance

DELIVERABLES:

- Walk-Through and Transfer of Knowledge
- Phase End Document (Quality Assurance/Product Assurance Report)
- Prepare Pilot Environment

PHASE:

IMPLEMENTATION

Upon completion of the testing process, and all initial activities that may require conversion, the Pilot Testing activity will be initiated if appropriate. The Pilot Environment provides for all implementation activities, including training, conversion, new and revised workflows, policy rules and procedures as well as system operations. The equipment at the operational site may not be identical to that used during the preceding project phases. The State of New Hampshire Division of Information Technology Management and the State Agency wants to ensure that all hardware configurations are emulated, as they would be during full production. At the operational site, the system will operate for the first time without simulation. The Pilot provides the opportunity to verify, and if necessary, modify the system components (or processes) in a controlled environment.

OBJECTIVES:

- Execute Conversion/Transfer of Data
- Execute Training (Includes Policy and Rules as applicable)
- Execute Pilot Testing
- Review Deployment/Production Release Documentation
- Review Performance/Operations

DELIVERABLES:

- Deliver Contingency Plans
- Deliver Deployment Plan
- Install Hardware/Software
- Conduct Transfer of Knowledge
- Phase End Document - Evaluate Pilot Results
- Prepare Final Build for Production Release

PHASE:

DEPLOYMENT

The Deployment Phase verifies business partner readiness and is when the system/application is delivered to the Business partner. Support is provided, contingency plans are implemented (if necessary) and defects and enhancements are tracked to capture product and process improvements. The approach to deployment is designed to ensure success and is based on a strategy that makes optimal use of all resources. During this phase a technical support team will provide support for maintenance of application software, operating system and utilities, system performance monitoring and tuning. Schedules are set for batch runs and documentation is in effect for production support.

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2

RFP# NHDRA 2003-004

OBJECTIVES:

- Review Applications Released to Production
- Prepare Turnover functions/processes/operations

DELIVERABLES:

- Execute Deployment Plan
- Distribute and Install Application
- Provide On-Going Support/Maintenance
- Prepare Phase End Document and Transfer of Knowledge

PHASE:

WRAP-UP

During the Wrap-Up phase, two major activities occur. The first is an overall assessment. The second is the transition of both operational support activities to the designated Support Group(s) and the on-going Application and Essential Maintenance activities to the designated area(s) within the State Agency.

OBJECTIVES:

- Review Implementation/Deployment
- Turn-over Operations to On-going Support Group

DELIVERABLES:

- Deliver Final (Updated) System Overview Document
- Project Post-Production Review Report

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

APPENDIX A - PHASE END-ASSESSMENT

Phase-end assessment should be held at the end of every stage in the project. The objective of a phase end assessment report is to document the results of the current phase, prepare for the next phase, and have the results reviewed by management. A report should be produced which summarizes the work carried out during a specific phase. Remember that for most phases (the exceptions being the System Initiation Phase and the Wrap-Up Phase) the building blocks of this report will be the results of the Bi-Weekly and Monthly reports. The exact format and content of the report varies with each project and each phase, but in general, the Phase end report should contain the following:

- o Introduction covering the phase objectives and outcomes
- o Major products/deliverables developed, delivered, or updated in the phase
- o Identification of all issues that have arisen during the phase and resolutions (identification of issues/risks that may impact the next phase)
- o Assurance of Quality Assurance/Product Assurance Reviews (Identification of review standards for the next phase)
- o Assurance of Walk-Through and Transfer of Knowledge
- o Confirms that the stage is complete

In addition, the report should be prepared in a way that:

- o Ensures requirements have been met (from a previous phase) and can be mapped to components/deliverables to the next phase (e.g., Business Requirements (Application Requirements and High Level Design) defined and delivered in the Analysis Phase should be mapped to the Technical Specifications in the Design Phase)
- o Provides a summary of the work carried out in the phase
- o Identifies the tasks necessary to carry out the next phase of the project
- o Lays the foundation and updates the project schedule for the next phase of the project
- o Provides a vehicle to gain agreement on any revisions to the:
  - o Scope of the project
  - o Overall approach of the project
  - o Revisions to the project (e.g., organization)
  - o Revisions to the project control procedures (e.g., Change Management for the project)

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHDRA 2003-004

APPENDIX B - TRANSFER OF KNOWLEDGE

Transfer of Knowledge is defined as: Information, knowledge, and procedures that are needed to assume the day-to-day operation, maintenance, (perform future enhancements) of the application/system. Transfer of knowledge must be performed intelligently. Usually the transfer of knowledge follows a process that includes: participation throughout the project, documentation, walk-through(s) and training. The types of documentation and participation can include:

- o System Overview Document
- o Application Requirements and High Level Design Document
- o Logical and Physical Designs
- o System Architecture Document
- o Technical Requirements Design Document
- o Operations Support Document
- o Service Level Agreement (SLA)
- o Disaster Recovery Document
- o Training Materials
- o Walk-Throughs
- o Quality/Product Assurance Reviews
- o Training

*Remainder of this page intentionally left blank.*

State of New Hampshire  
Department of Revenue Administration  
IS Division - Internet Filing  
PART 2  
RFP# NHdra 2003-004

APPENDIX C - P37

FORM NUMBER P-37 (6/96)  
STOCK NUMBER 4402

Subject: \_\_\_\_\_

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No. Limitation	1.6 Completion Date	1.7 Audit Date	1.8 Price
1.9 Contracting Office		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____ 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 & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			

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