STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road   Concord, New Hampshire 03301
Phone: (603) 271-3556   Fax: (603) 271-3553
Web: www.nhstateparks.org

October 25, 2017

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation, to enter into a five (5) year contract with Cardinal Tracking, Inc. (VC #119583), headquartered in Lewisville, TX for a hosted parking enforcement and management system for the period upon Governor and Executive Council approval through December 31, 2022, with the option to renew up to two times for three years each upon consent of both parties and Governor and Executive Council approval.

Funding is approved and available as follows in Fiscal Years 2018 and 2019. Continued funding in the annual amount of $16,927.70 for the program is pending budget approval for Fiscal Years 2020, 2021 and 2022. Funding is a combination of DoIT and Agency Income. **All funding is 100% Parks Funds (self-funded).**

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC JOB NUMBER	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total Amount
03-35-35-351510-73000000 Hampton Meters 103-502664 Contracts for Operational Services	7,500.00					7,500.00
01-03-03-030010-763500000- DoIT- IT for DNCR 038-500175 Technology Software Job Number - 03350033	17,609.70	16,927.70	16,927.70	16,927.70	16,927.70	85,320.50
01-03-03-030010-763500000- DoIT- IT for DNCR 037-500174 Technology Hardware Job Number - 03350022	35,000.00					35,000.00
Total	**60,109.70**	**16,927.70**	**16,927.70**	**16,927.70**	**16,927.70**	**$127,820.50**

EXPLANATION

This not-to-exceed contract in the amount of $127,820.50 will allow the Division of Parks and Recreation to use this system at the Hampton Beach Park Patrol within Hampton Beach to track when a parking citation was issued, paid, if the citation needs to be voided, and if notices need to be generated to collect overdue citations. Further, it will allow the Division to identify accounts with multiple outstanding citations allowing the Park Patrol staff to determine if a vehicle should be towed due to non-payment. The system will also allow the Division to retrieve both in-state and all out-of-state vehicle registration information. Finally, the System will allow the Division of Parks and Recreation to refer delinquent accounts to our debt collection agency for further debt collection action.

On March 27, 2017, a Request for Proposals for *"DPR – Parking Management System"* was advertised on the Department of Administrative Services' website. This RFP was also sent to a list of vendors provided by the Department of Administrative Services.

Three (3) firms submitted proposals by the closing date of May 4, 2017. Of the three proposals submitted, two proposals completed all the requirements of the RFP and were accepted. In addition to the written responses to the RFP, both of the selected vendors provided detailed, in-depth, on-site presentations to the entire RFP team followed by additional requests for information.

Following these presentations, the RFP committee scored the proposals. Cardinal Tracking, Inc., was subsequently selected as the preferred vendor based on the scoring provided by the committee. Cardinal Tracking, Inc., is the incumbent contractor currently providing these services to the NH Division of Parks and Recreation. A summary of the scoring is attached for your review.

Subsequently, two members of the scoring team representing the Department of Information Technology and the headquarters/administrative office were selected to draft a contract based on the RFP proposal submitted by Cardinal Tracking, Inc.

As an operationally self-funded agency, the Division must manage its funds very closely and must focus on a positive financial performance to maintain the NH State Park System into the future. This contract allows the Division to manage the parking citations issued and send follow-up notices to accounts that remain outstanding. Further, the contract allows the Division to submit any delinquent accounts to our collection agency for further debt collection action.
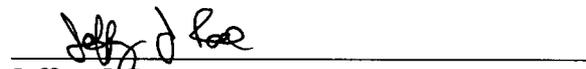
In the highly competitive industry meeting the demand for parking management systems, the NH Division of Parks and Recreation is confident that Cardinal Tracking, Inc. will be able to strategically position the Division's resources and improve the level of customer service over the term of this contract.
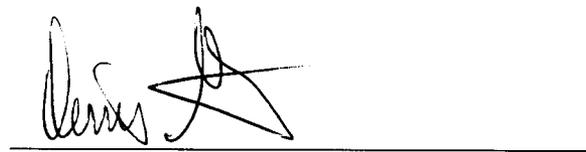
The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully Submitted,   Concurred,

_____   _____
Philip A. Bryce   Jeffrey J. Rose
Director   Commissioner

                                                           _____
                                                           Denis Goulet
                                                           Commissioner
                                                           Department of Information Technology

RID # 30463

RFP 2017-053 DPR Parking Management System

Company	Company Address	Solution Cost	Proposed Software Solution	Vendor Technical, Service and Project Mgmt	Vendor Company and Staff Qualifications	TOTAL
		30 Pts Max	40 Pts max	15 Pts Max	15 Pts Max	100 Pts Max
Cardinal Tracking	1825 Lakeway Dr. Suite 100 Lewisville, TX 75057	30.00	30.50	14.25	14.25	89.00
Passport Parking, Inc	427 Tatnall St Suite 27927 Wilmington, DE 19801-2230	14.24	39.50	15.00	15.00	
NetTech Solutions	116 North Plains Industrial Rd Wallingford, CT 06492	0.00	8.25	7.00	7.00	

Note: NetTech Solutions was not completed as the team determined that their proposal was not sufficient.

Denis Goulet
Commissioner

November 15, 2017

Jeffrey J. Rose
Commissioner
Department of Natural and Cultural Resources
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Cardinal Tracking, Inc., headquartered in Lewisville, TX for a hosted parking enforcement and management system, as described below and referenced as DoIT No. 2017-053.

> This contract will allow the Division of Parks and Recreation to use the parking enforcement and management system at the Hampton Beach Park Patrol within Hampton Beach to track when a parking citation was issued, paid, if the citation needs to be voided, and if notices need to be generated to collect overdue citations. The system will also allow the Division to retrieve both in-state and all out-of-state vehicle registration information. Finally, the System will allow the Division of Parks and Recreation to refer delinquent accounts to a debt collection agency for further debt collection action.

The total funding amount is not-to-exceed $127,820.50, and is effective upon the date of Governor and Executive Council approval through December 31, 2022.

Sincerely,

Denis Goulet

DG/mh
RID 30463
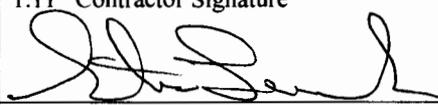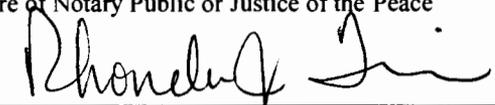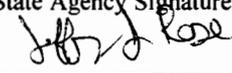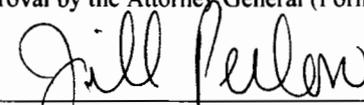
cc: Nicole Warren, IT Manager

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DNCR - Division of Parks and Recreation	1.2 State Agency Address 172 Pembroke Road, Concord NH 03301
1.3 Contractor Name Cardinal Tracking, Inc.	1.4 Contractor Address 1825 Lakeway Drive, Suite 100 Lewisville, TX 75057

1.5 Contractor Phone Number 972-539-8914	1.6 Account Number 7300-502664 76350000-037-500174 76350000-038-500175	1.7 Completion Date 12/31/2022	1.8 Price Limitation $127,820.50

1.9 Contracting Officer for State Agency Dee Dee Hanson, Program Specialist	1.10 State Agency Telephone Number 603-271-3556
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Steve Leuschner President CEO

1.13 Acknowledgement: State of _____, County of _____

On 11/27/2017, 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]	RHONDA J TIMMONS Notary ID #7368010 My Commission Expires June 29, 2021
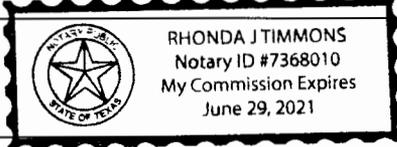
1.13.2 Name and Title of Notary or Justice of the Peace

RHONDA J. Timmons

1.14 State Agency Signature Date: 11/28/17	1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: N/A   Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: Jill Perlow   On: 11/28/17

1.18 Approval by the Governor and Executive Council (if applicable)

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials _Jc_

Date _11/27/17_

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials _5L_

Date _11/27/17_

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _SL_____
Date 11 /27/17

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or proces0s once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for

	all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file

DNCR	Department of Natural and Cultral Resources
DPR	Division of Parks and Recreation
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meet the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business	Normal Business Hours – 8:00 a.m. to 4:00 p.m. EST, Monday through Friday

Hours	excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the project
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
SaaS	Software as a Service- Occurs where the COTS application is hosted but the

	State does not own the license or the code.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work

	within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	The duration of the Contract.
Transition Services	Services and support provided when the contracted Vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/Vendor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Natural and Cultral Resources ("State"), and Cardinal Tracking, Inc.("Contractor"), having its principal place of business at 1825 Lakeway Drive, Suite 100, Lewisville, TX 75057. The State currently uses the Contrators TickeTrak application to operate the Parking Enforcement and Management System for the State. Through the RFP process, the Contractor was the selected vendor to provide the State with a hosted solution.

Contractor currently provides an application for the ticketing system used at metered parking locations for the State. The ticketing system will be upgraded from version 9 to version 10, and will be access through a web-based system with Contract hosting the database. The Solution will provide mobile citation issuance software, new ticketing equipment, a back-end system for citation reporting and management, and a secure public webpage for motorists to view violation and accompanying pictures, submit appeals and make credit card payments through a 3rd party vendor, First Data.

The Contract will be funds budgeted by the State for equipment and support services. The Contractor will continue to provide support of the hardware, installation services for enhancements (handhelds), user/administrator training, ongoing System maintenance, and technical support for office and field locations.

RECITALS

Whereas the State desires to have Contractor provide a hosted solution, conversion from current system, new equipment, and associated Services currently licensed or owned by the State;

Whereas Contractor wishes to provide a hosted solution, conversion from current system, new equipment, and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2017 - 053) is comprised of the following documents:

- **A.** Part 1 - Form P-37 General Provision
- **B.** Part 2 - Information Technology Provisions
- **C.** Part 3 - Exhibits
    - Exhibit A- Contract Deliverables
    - Exhibit B- Price and Payment Schedule
    - Exhibit C- Special Provisions
    - Exhibit D- Administrative Services
    - Exhibit E- Implementation Services
    - Exhibit F- Testing Services
    - Exhibit G- Maintenance and Support Services
    - Exhibit H- Requirements
    - Exhibit I- Work Plan
    - Exhibit J- Software Agreement

Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Contractor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
a. Any Amendments to this Agreement, with the most recent Amendments having precedence;
b. State of New Hampshire, Department of Natural and Cultural Resources Contract Agreement 2017 - 053, including Parts 1, 2, and 3.
c. State of New Hampshire, Department of Natural and Cultural Resources RFP 2017 - 053.
d. Contractor Proposal Response to RFP 2017 - 053 dated May 4, 2017

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through December 31, 2022. The Term may be extended up to two (2) times for three (3) years each, at the sole option of the DNCR, subject to the parties prior written agreement on applicable fees for each extended term up to but not beyond December 31, 2028.

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

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

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

3.2 NON-EXCLUSIVE CONTRACT

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

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Amy Oakley
1825 Lake Way Drive, Suite 100
Lewisview, TX 75057
Tel: 800-285-3833
Email: aoakley@cardinaltracking.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

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

4.2.2
The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

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

competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5 CONTRACTOR Project Manager is:

> Amy Oakley
> 1825 Lake Way Drive, Suite 100
> Lewisview, TX 75057
> Tel: 800-285-3833
> Email: aoakley@cardinaltracking.com

4.3 CONTRACTOR KEY PROJECT STAFF

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

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

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

4.3.4 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Key Member(s)	Title
Amy Oakley	Regional Sales Manager
Mary Mabry	Product Manager
Steve Hayes	Client Service Representitive
Wayne Vaughan	Installer/Trainer

4.4 STATE CONTRACT MANAGER

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

Michael Housman
Superviosor of Parks Operations
NH Department of Natural and Cultural Resources
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301
Tel: 603-271-3556
Fax: 603-271-3553
Email: Michael.housman@nh.gov

4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:
a. Leading the Project;
b. Engaging and managing all Contractors;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of change proposals; and
g. Managing stakeholders' concerns.

The State Project Manager is:

Diane Hanson
Program Specialist
NH Department of Natural and Cultural Resources
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301
Tel: 603-271-3556
Fax: 603-271-3553
Email: diane.hanson@nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or

misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

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

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

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

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

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

8. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the

Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit 1: *Work Plan*. The updated Contract Exhibit 1: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit 1: *Work Plan* shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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

In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Contractor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2   STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demandor upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3   CONTRACTOR'S MATERIALS

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

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

10.4   STATE WEBSITE COPYRIGHT
WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW sites (nh.gov, visitnh.gov, and nhstateparks.org), including copyright to all data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.5 SURVIVAL

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

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

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

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

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

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

11.3   CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4   SURVIVAL

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

12   LIMITATION OF LIABILITY

12.1   STATE

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

12.2   CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed one times (1X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement – P-37, General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-IT Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

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

13 TERMINATION

This Contract Agreement Section 13: Termination shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

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

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

   a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

   b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to 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.

   c. 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.

   d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

   e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of

competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.2 TERMINATION FOR CONVENIENCE

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

13.2.2 During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4 TERMINATION PROCEDURE

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

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

a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.

b. Stop work under the Contract on the date, and to the extent specified, in the notice;

c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;

e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.

1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
   - 10 days after the effective date of termination, if the termination is in accordance with the contract period
   - 30 days after the effective date of termination, if the termination is for convenience
   - 60 days after the effective date of termination, if the termination is for cause

2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State, including customer data; and

g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure transfer of State data;

h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14   CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the

Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

15   ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

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

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

15.3   Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16   DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR Cardinal Tracking, Inc.	STATE New Hampshire	CUMULATIVE ALLOTTED TIME
Primary	Steve, Leuschner President, CEO	Diane Hanson Program Specialist Contract Project Manager	5 Business Days
First	Peter Kimura Vice President	Philip A. Bryce Director	10 Business Days
Second	Helmar Nielsen Board Member	Jeffrey Rose Commissioner	15 Business Days

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

17   SAAS GENERAL TERMS AND CONDITIONS

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

a.   Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b.   That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.

c.   That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d.   That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e.   That if the Contractor is found to be in violation of any of the above-stated rules, the user may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2   EMAIL USE

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

17.3   INTERNET/INTRANET USE

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

17.4   REGULATORY GOVERNMENT APPROVALS

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

17.5   INSURANCE CERTIFICATE

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

17.6   EXHIBITS

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

17.7   VENUE AND JURISDICTION

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

17.8   SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and IT Provisions-Section 11: Use of State's Information, Confidentiality and IT Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.9   FORCE MAJEURE

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

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

17.10 NOTICES

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

TO THE CONTRACTOR	TO THE STATE
CARDINAL TRACKING, INC.	STATE OF NEW HAMPSHIRE - DNCR
1825 LAKEWAY DRIVE, SUITE 100	172 PEMBROKE RD
LEWISVILLE, TX, 75057	CONCORD, NH 03301
TEL: (800) 285-3833	TEL: (603) 271-3556
E.Mail: sleuschner@cardinaltracking.com	E.Mail:diane.hanson@nh.gov

17.11 DATA PROTECTION

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

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.

b. All data obtained by the Contractor in the performance of this contract shall become State data and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.

c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

d. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

e. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

17.12. DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. the Contractor shall not allow its personnel or Contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and Subcontractors to access State data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C:20.

   a.   Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law, or contained in the contract.

   b.   Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

   c.   Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.14. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

   a.   The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b.   The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and

(3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c.   Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

1)   the investigation and resolution of the data breach;
2)   notifications to individuals, regulators or others required by State law;
3)   a credit monitoring service required by State (or federal) law;
4)   a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute17 at the time of the data breach; and
5)   complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS
The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16. ACCESS TO SECURITY LOGS AND REPORTS
The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

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

17.18. DATA CENTER AUDIT
The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. the Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19. ADVANCE NOTICE

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY
The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing, the State and the Contractor shall understand each other's roles and responsibilities.

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES
The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA
The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE
The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24. RIGHT TO REMOVE INDIVIDUALS
The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

1. PROJECT OVERVIEW

The general scope of the project is to enable the State to manage the parking citations issued at the meter based state-owned parking areas along the seacoast, with possible expansion. The system will be hosted with a web-based client compatible with Internet Explorer 11 and Windows 10 OS. The system will be available across all platforms. The solution will electronically issue parking tickets and manage fine collection, including timely paid and past due fines. The Solution will provide mobile citation issuance software, a back-end system for citation reporting and management and a secure public webpage for motorists to view violation, accompanying pictures, appeals and credit card payments via a 3rd party vendor. The contractor will provide handheld ticketing hardware, software and accessories that are compatible with the Solution.

The Contractors Solution will allow the State to do the following:
- Increase our Collections.
- Reduce paper tracking.
- Identify repeat offenders, scofflaws, and exceptions.
- Export all aged receivables and owner information related to overdue citations. File will be imported to collection agency for processing.
- Export NH vehicle information of past due citations to for processing by NH DMV.
- Retrieve DMV information for out-of-state vehicle registration owner information.
- Reduce office traffic by allowing customers to access account information and pay citations via the internet.
- Obtain useful informational reports for system analysis, problem resolution, and overall efficiency.
- Tracking of vehicles that have been approved for boot/tow.
- Focus on common elements and relationships present in all parking operations: vehicles, citations, owners, permits. These elements will be linked through financial relationships and audit trails
- The system will be configured to meet the State's business requirements including, but not limited to: fine accumulations, late fees, and permits costs. The system will perform these accumulations and late fees based upon DPR's fine structure and are executed by script.
- The Solution will support electronic cash drawer workstations and parking management software related peripherals which shall be fully integrated to the PC based parking management software system.

2. STATEMENT OF WORK

Provide a Parking Management Enforcement System accessed through a web-based interface to manage parking citations, citation collections, handled ticket writers and permits.

The System will be highly configurable and allow for easy updates of violation types, fine amounts, etc. The software will assign unique violation numbers from a pool of numbers assigned by the DPR. The violation numbers are assigned sequentially and will never be assigned more than once.

Security access based on user roles will be provided. State staff will access the software via a unique user name and password.

Contractor will ensure that data and photos for all violations have no issue uploading from handheld devices to the server.

Contractor will ensure data recovery processes are in place in the event of lost data or handhelds.

System will facilitate the capturing of pictures to support a violation. Multiple pictures are required to be associated with a violation.

The System will print violations in the format prescribed by the DPR and have the ability to reprint violations.

The System will allow for adaptation to other type of violation issuance such as handwritten, and the software will capture data of non-violation information such as broken meters, loading zones, etc.

The System will have mobile reporting/printing capability for the issuing officer and/or supervisor. Reports include, but are not limited to, number of tickets issued and number of tickets voided.

The System will provide a module to import and export data to NH DMV adhering to the file structure provided by the NH DVM with the ability to update as needed.

System will maintain a test or development environment for testing, including user acceptance testing, of all changes, upgrades, updates to the citation issuance software separate from the production environment.

The Contractor will supply and support handheld ticket writers and the necessary software to communicate bi-directionally with the hosted database. The handheld will have a Windows based user interface that will allow staff to download ticket information from the handheld and upload database information to the handheld.

The system will performs all credit card transactions through 3rd party PADSS Compliant partners.

The Contractor will migrate all data to a hosted server in a secure data center and meet the requirements included in Exhibit H *Requirements*.

The Contractor will provide trained technical support staff that will assist with troubleshooting, configuration, and support issues and will be available as follows:

- The Cardinal Customer Support Group shall act as the account manager for software and/or hardware support needs. This service includes unlimited email and telephone software/hardware support for the term of this Agreement.

- Customer Support Representatives will be available to assist Customers Monday through Friday from 9:00 a.m. to 6:00 p.m., Eastern Standard Time, via email or Cardinal's toll free support line, excluding holidays observed by Cardinal. Cardinal will provide Customer with its planned holidays upon request.

- The above hours of operation can only be changed with a thirty (30) days written notice and approval by the State.

- During the above-referenced hours of operation, the State shall be entitled to initiate email or telephone consultations with Customer Support Representatives to discuss such things as (1) installation instructions, (2) hardware and software inquiries, (3) operating procedures, (4) modifications to the existing system, and (5) other concerns that may arise. All inquiries or requests should be focused through the Customer Support Representatives. The Customer Support Group will be responsible for all aspects of the account and will serve as the in-house spokesperson at Cardinal.

- All email or telephone contacts by the State will be documented to assist Cardinal personnel in tracking any issue or problem reported by Customer, the status of which will be monitored until final resolution.

- The Cardinal Customer Support Group will maintain a log for tracking purposes which reflects the current status of each outstanding hardware or software issue and all modification requests. Logs may include problem or modification reference numbers, date reported, description, priority and/or scheduled release date, as applicable.

The Contractor will be responsible for Software installation (if required), deployment support, user/administrator training, ongoing System maintenance and technical support for office and field locations.

The Contractor will ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Contractor will provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State Data.

3. **DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

	Activity, Deliverable, or Milestone	Deliverable Type	Project Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	12/7/2017
2	Project Status Reports	Written	Delivered upon request during project implementation.
3	Work Plan	Written	12/18/2017
4	Goals and Objectives Document	Written	Included with the work plan/scope of work documents.
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Details provided as part of project kickoff meeting.
6	Security Plan	Written	Details provided as part of project kickoff meeting.
7	Communications and Change Management Plan	Written	Details provided as part of project kickoff meeting.

8	Software Configuration Plan	Written	Details provided as part of project kickoff meeting.
9	Testing Plan	Written	1/8/2018
10	Data Conversion Plan and Design	Written	N/A - No data conversion needed for this project.
11	Deployment Plan	Written	Details provided as part of project kickoff meeting.
12	Comprehensive Training Plan and Curriculum	Written	1/2/2018
13	End User Support Plan	Written	Details provided as part of project kickoff meeting.
14	Business Continuity Plan	Written	Details provided as part of project kickoff meeting.
15	Documentation of Operational Procedures	Written	3/5/2018
SYSTEM CONVERSION TO TICKETRAK 10			
16	Convert data according to written plan.	Software	N/A - No data conversion needed for this project.
17	Development of hosted site for NH DPR	Software	12/26/2017
TESTING			
18	Conduct User Acceptance Testing	Non-Software	2/5/2018
19	Test DMV In-Bound and Out-Bound Interfaces for NH and all out of state vehicle registration (ORIS).	Software	2/5/2018
20	Test Online application for credit card payment and citation information	Non-Software	2/5/2018
21	Conduct System Performance (Load/Stress) Testing on NH DPR hosted site.	Non-Software	2/5/2018
22	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	Testing is performed internally by Cardinal staff and Application vulnerability scanning is by 3rd party.
23	Provide ALL testing results to the State's Project Team.	Written	Will provide a spreadsheet to track all reported bugs during UAT and status updates.
SYSTEM DEPLOYMENT			
24	Provide All required Software Licenses	Written	Prior to project kickoff.
25	Converted Data Loaded into Production Environment	Software	N/A - No data conversion needed for this project.
26	Provide Tools for Backup and Recovery of all Applications and Data	Software	Backup and recovery are handled by Cardinal since

			this is a hosted implementation.
27	Handhelds configured and delivered to State personnel	Non-Software	1/2/2018
28	Conduct Training	Non-Software	2/5/2018
29	Cutover to New Software	Non-Software	3/5/2018
30	Provide Documentation	Written	3/5/2018
31	Execute Security Plan	Non-Software	3/5/2018
32	Conduct Project Exit Meeting	Non-Software	3/12/2018
ONGOING OPERATIONS			
33	Ongoing Hosting	Non-Software	Yearly
34	Ongoing Support & Maintenance	Software	Yearly
35	Webinar/Refresher Training	Non-Software	TBD yearly
36	PCI DSS Attestation of Compliance (Annually)	Written	N/A

1.0   PAYMENT SCHEDULE

1.1   Not to Exceed

This is a Not to Exceed (NTE) Contract for the period between the Effective Date through December 31, 2022. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

	Activity, Deliverable, or Milestone	Deliverable Date	Price
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	12/7/2017	All pricing included in the project total.
2	Project Status Reports	Delivered upon request during project implementation.	All pricing included in the project total.
3	Work Plan	12/8/2017	All pricing included in the project total.
4	Goals and Objectives Document	Included with the work plan/scope of work documents.	All pricing included in the project total.
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Details provided as part of project kickoff meeting.	All pricing included in the project total.
6	Security Plan	Details provided as part of project kickoff meeting.	All pricing included in the project total.
7	Communications and Change Management Plan	Details provided as part of project kickoff meeting.	All pricing included in the project total.
8	Software Configuration Plan	Details provided as part of project kickoff meeting.	All pricing included in the project total.
9	Testing Plan	1/8/2018	All pricing included in the project total.
10	Data Conversion Plan and Design	N/A - No data conversion needed for this project.	All pricing included in the project total.
11	Deployment Plan	Details provided as part of project kickoff meeting.	All pricing included in the project total.
12	Comprehensive Training Plan and Curriculum	1/2/2018	All pricing included in the project total.

13	End User Support Plan	Details provided as part of project kickoff meeting.	All pricing included in the project total.
14	Business Continuity Plan	Details provided as part of project kickoff meeting.	All pricing included in the project total.
15	Documentation of Operational Procedures	3/5/2018	All pricing included in the project total.
SYSTEM CONVERSION TO TICKETRAK 10			
16	Convert data according to written plan.	N/A - No data conversion needed for this project.	All pricing included in the project total.
17	Development of hosted site for NH DPR	12/26/2017	All pricing included in the project total.
TESTING			
18	Conduct User Acceptance Testing	2/5/2018	All pricing included in the project total.
19	Test DMV In-Bound and Out-Bound Interfaces for NH and all out of state vehicle registration (ORIS).	2/5/2018	All pricing included in the project total.
20	Test Online application for credit card payment and citation information	2/5/2018	All pricing included in the project total.
21	Conduct System Performance (Load/Stress) Testing on NH DPR hosted site.	2/5/2018	All pricing included in the project total.
22	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Testing is performed internally by Cardinal staff and Application vulnerability scanning is by 3rd party.	All pricing included in the project total.
23	Provide ALL testing results to the State's Project Team.	Will provide a spreadsheet to track all reported bugs during UAT and status updates. notes specifying bugs/enhancements addressed in that release.	All pricing included in the project total.
SYSTEM DEPLOYMENT			
24	Provide All required Software Licenses	Prior to project kickoff.	$5,627.70

25	Converted Data Loaded into Production Environment	N/A - No data conversion needed for this project.	All pricing included in the project total.
26	Provide Tools for Backup and Recovery of all Applications and Data	Backup and recovery are handled by Cardinal since this is a hosted implementation.	All pricing included in the project total.
27	Handhelds configured and delivered to State personnel	1/2/2018	$37,482.00
28	Conduct Training	2/5/2018	$6,500.00
29	Cutover to New Software	3/5/2018	All pricing included in the project total.
30	Provide Documentation	3/5/2018	All pricing included in the project total.
31	Execute Security Plan	3/5/2018	All pricing included in the project total.
32	Conduct Project Exit Meeting	3/12/2018	All pricing included in the project total.
ONGOING OPERATIONS			
33	Ongoing Hosting	Yearly	$3,000.00 p/year
34	Ongoing Support & Maintenance	Yearly	$5,627.70 p/year
35	Webinar/Refresher Training	TBD yearly	$800.00 p/year
36	PCI DSS Attestation of Compliance (Annually)	N/A	All pricing included in the project total.

1.2 Future Contractor Rates Worksheet

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

Project Manager	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.
Trainer	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.
Business Analyst	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.
Product Manager	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.	Any custom work will be evaluated and charged at the rate of $200.00 per hours.

1.3 Software Licensing, Maintenance and Warranty Support Pricing Worksheet

Software	Initial Cost	Maintenance Support and Upgrades					
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
TickeTrak Complete Software Package	$0.0	$2,429.10	$2,429.10	$2,429.10	$2,429.10	$2,429.10	$12,145.50
TickeTrak Mobile Software	$0.0	$180.00	$180.00	$180.00	$180.00	$180.00	$900.00
TickeTrak User Licenses	$0.0	$53.10	$53.10	$53.10	$53.10	$53.10	$265.50
TickeTrak Import Module	$0.0	$179.10	$179.10	$179.10	$179.10	$179.10	$895.50
TickeTrak Online Ticket Payment Integration	$0.0	$539.10	$539.10	$539.10	$539.10	$539.10	$2,695.50
TickeTrak On-line Ticket Appeals Interface	$0.0	$359.10	$359.10	$359.10	$359.10	$359.10	$1,795.50
TickeTrak Archive Module	$0.0	$179.10	$179.10	$179.10	$179.10	$179.10	$895.50
Online Citation Payments Module with Maintenance and Support	$0.0	$1,440.00	$1,440.00	$1,440.00	$1,440.00	$1,440.00	$7,200.00
Collection Agency Module with Maintenance and Support.	$0.0	$269.10	$269.10	$269.10	$269.10	$269.10	$1,345.50
ORIS Returns	$0.0	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$37,500.00
Total Software		**$13,127.70**	**$13,127.70**	**$13,127.70**	**$13,127.70**	**$13,127.70**	**$65,638.50**

1.4 Handhelds and components, Maintenance, and Support Pricing Worksheet

Handheld/ Components	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5
N5 Scan – 8	$25,272.00	Included	Included	Included	Included	Included
N5 4 Slot Cradle - 2	$2,386.00	Included	Included	Included	Included	Included
N5 Spare Batteries – 8	$1,104.00	Included	Included	Included	Included	Included
N5 Flex Strap – 8	$144.00	Included	Included	Included	Included	Included
N5 Rain Guard – 8	$336.00	Included	Included	Included	Included	Included
N5 5 Year Warranty - 8	$10,240.00	Included	Included	Included	Included	Included
Casio IT-9000 Trade In - 8	($2,000.00)	N/A	N/A	N/A	N/A	N/A
Total Hardware	**$37,482.00**					

1.5 Training Pricing Worksheet

Training	Year 1	Year 2	Year 3	Year 4	Year 5
Refresher Training – Year 1	$6,500.00				
Yearly Webinar/Refresher Training		$800.00	$800.00	$800.00	$800.00
Total Training	**$6,500.00**	**$800.00**	**$800.00**	**$800.00**	**$800.00**

1.6 Hosting, Maintenance, and Support Pricing Worksheet

HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Hosting Fee	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$15,000.00
Technical Support and updates	N/A	N/A	N/A	N/A	N/A	N/A
Maintenances and Updates	N/A	N/A	N/A	N/A	N/A	N/A
Total Hosting	**$3,000.00**	**$3,000.00**	**$3,000.00**	**$3,000.00**	**$3,000.00**	**$15,000.00**

1.7 Total Cost per Fiscal Year

Description	FY 18	FY 19	FY 20	FY 21	FY 22	Total
Software/Maintenance	$5,627.70	$5,627.70	$5,627.70	$5,627.70	$5,627.70	$28,138.50
Hardware/Maintenance	$37,482.00	-	-	-	-	$37,482.00
Training/Installation	$6,500.00	$800.00	$800.00	$800.00	$800.00	$9,700.00
DMV	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	37,500.00
Hosting/Maintenance	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$15,000.00
TOTAL COST	**$60,109.70**	**$16,927.70**	**$16,927.70**	**$16,927.70**	**$16,927.70**	**$127,820.50**

2. CONTRACT PRICE

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

The State will not be responsible for any travel or out-of-pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

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

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

Invoices shall be sent to:

NH Department of Natural and Cultural Resources
Division of Parks and Recreation-Accounts Payable
172 Pembroke Avenue
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Accounts Receivable
Cardinal Tracking, Inc.
1825 Lakeway Dr, Suite 100
Lewisville, TX 75057

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold 10% of the total contract pricing tender by the Contractor in this engagement in which there is an unresolved defective or non-performing component of the System as specified in Class A and/or B deficiencies as stated in Exhibit G *Maintenance & Support Services.*

The holdback will be released to the Contractor when the State determines that the defective or non-performing component of the System has been resolved.

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STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation - Enterprise Reservation System - Contract 2017-018
EXHIBIT C - SPECIAL PROVISIONS

There are no changes to the terms outlined in the P-37 General Provisions

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

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

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

6. ACCOUNTING REQUIREMENTS

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

1. PROJECT MANAGEMENT

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

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

   a. **Kickoff Meeting**: Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

   b. **Status Meetings**: Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion. Ongoing operational meetings-regular meetings weekly, call monitoring meetings every two weeks, and on-site year-end review meeting to be scheduled.

   c. **The Work Plan**: must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

   d. **Special Meetings**: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

   e. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

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

   a. Project status related to the Work Plan;
   b. Deliverable status;
   c. Accomplishments during weeks being reported;
   d. Planned activities for the upcoming two (2) week period;
   e. Future activities;
   f. Issues and concerns requiring resolution and
   g. Report and remedies in case of falling behind Schedule

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

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

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

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

2.2 Timeline

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

2.3 Change Management and Training

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

1.0 Testing

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

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

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

The State will utilize the database created for the training for the duration of the training and testing database will be left operational following acceptance testing for future testing needs. The State will have access to training documents provided during training as well as access to the help file and unlimited access to Support Team by phone and email. Any bugs detected during acceptance testing will be reported to the trainer and appropriate action will be taken based upon the details of that bug.

In addition, Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Contractor shall also correct Deficiencies and support required re-testing. This evaluation ensures compliance with industry regulations and standards such as NIST and Sarbanes-Oxley.

1.1 User Acceptance Testing (UAT)

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

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

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

The results of the User Acceptance Test provide evidence that the new features/enhancements meet the User Acceptance criteria.

Upon successful conclusion of UAT and successful System deployment, the State will sign off and the respective Warranty Period shall commence.

1.2 Security Review and Testing

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

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

Contractor's solution consists of two separate web solutions. TickeTrak 10 is the non-public facing solution used by parking staff for managing parking operations. Cardinal offers a separate public facing web solution allowing parking customers to pay or appeal citations and register for parking permits. TickeTrak 10 will be configured and integrated with a number of single sign-on (SSO) standards for user authentication. In addition, TickeTrak offers a robust user and group security system allowing the application administrator to create security credentials on a modular basis.

1.3 Penetration Testing

Penetration Testing	a.) Implement a methodology for penetration testing that includes the following: • Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115) • Includes coverage for the entire CDE perimeter and critical systems • Includes testing from both inside and outside the network • Includes testing to validate any segmentation and scope-reduction controls • Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5 • Defines network-layer penetration tests to include components that support network functions as well as operating systems • Includes review and consideration of threats and vulnerabilities experienced in the last 12 months • Specifies retention of penetration testing results and remediation activities results. b.) Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).

	c.) Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade a sub-network added to the environment, or a web server added to the environment).
	d.) Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.
	e.) If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.

1. SYSTEM MAINTENANCE

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

1.1 Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

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

1.1.2 Standard Agreement

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

2. SYSTEM SUPPORT

2.1 The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.2 As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, will be addressed Monday – Friday 9 am to 6pm EST according to the following:

Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

Class B & C Deficiencies –The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties

3. SUPPORT OBLIGATIONS AND TERM

3.1 Contractor shall repair or replace Hardware and Software, and provide maintenance of the Hardware and Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State and provide report to State at minimum monthly and weekly if requested;

3.3 Contractor shall provide on-call telephone assistance with issue tracking available to the State Monday – Friday, 9am to 6pm EST.

3.4 For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.

3.5 The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.

3.6 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in P-37 General Provisions and Exhibit B section 7, *Project Hold Back*.

C-2 General Requirements Contractor Response Checklist

	BUSINESS REQUIEMENTS			
	State Requirements			
Req #	**Requirement Description**	**Criticality**		
General Requirements				
B1.1	The Solution must allow the creation of a profile for staff members. This profile must specifically detail the access rights (read-only access to complete insert/edit/delete capability) and security privileges as defined by the Solution administrator.	M	YES	STANDARD	TickeTrak allows the system administrator to control user profiles and system access at an individual or group level. Users/groups can be given read, edit, delete or module specific security rights.
B1.2	The Solution must be "customer-centric" thus allowing multiple vehicles, permits, citations, addresses, etc. to be linked to a single customer.	M	YES	STANDARD	TickeTrak allows multiple item entity relationships for permits, vehicles, and citations for customers/accounts.
B1.3	The Solution must provide the ability to modify citation information (vehicle plates, owner information, payments, voids and appeals) and provide audit trail by individual staff.	M	YES	STANDARD	Citations may be modified only up to the point of printing/issuing on the enforcement handheld. Citations received into the TickeTrak database may be edited by authorized personnel. Audit logs capturing the date, time, user, original value and new value are maintained
B1.4	The Solution must give the application administrator the ability to log off staff who have logged off improperly.	M	No	FUTURE	TickeTrak is based on concurrent licenses and counts users connected to the TickeTrak database. When a user times out or disconnects from the database, the user is cleared from the database thus freeing up the user license. There is no user interface function today for an administrator to force a user out of the system. **This is an acceptable solution - DNCR - 8/17/17**
B1.5	The Solution must give the application administrator the ability to list all staff logged on to the Solution at any time.	M	Ok	STANDARD	Authorized users can view all users currently logged into the TickeTrak system

B1.6	The Solution must allow staff profiles to be cloned by both the application and database administered and applied to other staff.	M	YES	STANDARD	Rather than cloning individual accounts, TickeTrak allows the administrator to create groups of common privileges and assign users to that group.
B1.7	The Solution must allow staff to display balance due with convenient access to citation details such as owner information, transactions, appeals, notes, etc.	M	YES	STANDARD	TickeTrak's TreeView provides the ability to see the entire account at-a-glance. When searching for an account using Global Search, all citations vehicles, permits, and associates are displayed. Financial data for all entities may be viewed in a detail or summary format.
B1.8	The Solution must identify potential duplicate customer records with option to merge the duplicate records into one.	M	YES	STANDARD	TickeTrak provides a duplicate utility and merge tool to manage and merge duplicates.
B1.9	The Solution must have the ability to upload tickets, void tickets, post payments and make notations on tickets all defined by security groups within the system.	M	YES	STANDARD	With TickeTrak you can manage the complete lifecycle of a citation. From issuance, upload, payment/void and notes - all are managed in the application
B1.10	The Solution must have the ability to print a receipt for citations paid within the application and web based payment portal.	M	YES	STANDARD	TickeTrak supports receipt printing in our POS module and emailed receipts (which the customer may print) in our online portal.
B1.11	The Solution must have the ability for the application administrator to modify settings such as late fees, violation codes, plate types, etc.	M	YES	STANDARD	TickeTrak is designed to allow the client to create their own business rules. The software is geared toward allowing the user to configure the system to meet client processes.
B1.12	The Solution must be modular in nature and include modules for tracking the following: customers, citations hearings/appeals, permits and leased parking, vehicle registrations, booted/towed vehicles, payment processing, and special events.	M	NO	FUTURE	TickeTrak does not currently provide a dedicated boot/tow module. This feature is slated for a future release. A special event is managed through a partnership with a 3rd party provider. **This is an acceptable solution - DNCR - 8/17/17**
B1.13	The Solution must maintain vehicle records including owner name and address, license plate, make, model, style, color, and VIN information.	M	YES	STANDARD	All vehicle data specified is currently captured by TickeTrak

B1.14	The Solution must provide documentation for adjustments such as voids with security authorization and audit trail.	M	YES	STANDARD	All financial changes to records are audited and may be reviewed and reported by authorized personnel.
B1.15	The Vendor may be required to supply all required customized ticket stock, envelopes, and other miscellaneous supplies that are necessary for operation of the ticket writers with the Solution. Pricing for these items must be included in the Vendors response.	O	YES	STANDARD	Cardinal Tracking offers an in-house printing and design service to insure the ticket stock you use works with the hardware and software.
B1.16	The Solution must have the ability to assign special parking privileges to insure that if a vehicle is checked through the Solution using the license plate number, the Solution will bring up a flag that denotes that the vehicle has special privileges.	M	YES	STANDARD	TicketTrak's scofflaw program allows for the manual entry of plates and permit info to identify VIP or special case vehicles
B1.17	The Solution must be capable of processing multiple citation status codes including at least but not limited to the following: Partial Payment Received, Paid in Full, Appeal Pending, Administrative Hold, NSF check Hold, DMV Hold Added to Registration for Non-Payment, Transferred to Collections (separate export file) and Un-collectible.	M	YES	STANDARD	TicketTrak provides codes for industry standard citation statuses. The client may define an unlimited number of user-defined status codes to meet the organization's needs.
B1.18	The Solution must be capable of entering citations (via keyboard entry and/or automatic upload via handheld citation issuance devices), view citations, and print out, by means of either an ad-hoc query or batch basis, all information normally associated with a specific citation such as: Ticket #, License #/Yr./State (or Province), Plate Type, Meter #, Date Issued. Time Issued, Officer Code, Location Code, Violation Code, and Vehicle ID Info. (Make, Model, Color), VIN # and miscellaneous officer or office notes. It must handle any reconciliation issues to avoid duplicate citations.	M	YES	STANDARD	TicketTrak citations are entered through mobile enforcement hardware of manual data entry in the desktop application. Canned citation reports are provided as well as our FlyWriter ad-hoc report writer which allows the user to create citation reports with any data and in any format.
B1.19	The Solution must provide a drop down menu with options to choose from. This will include but is not limited to the following categories: License Plate #, Plate State, Plate type, License Expiration Date; Location of the vehicle; Make, Model, Primary color; Violation description; Multiple comment fields.	M	YES	STANDARD	TicketTrak uses pre-defined data in drop down and selection options to standardize data entry. All pre-defined data may be modified by authorized client personnel.

B1.20	The Solution must include a search tool capable of quickly and conveniently finding and accessing citations from anywhere in the Solution. The Search tool must find a citation with as little keyword information such as: the customer's name, customer account number, customer ID#, a license plate, the issuance date of the citation, the citation number, permit number, the date to add a DMV hold, ticket status, customer group, or violation, etc.	M	YES	STANDARD	TickeTrak's Global search provides the ability to search for any entity in the system by a variety of data elements. Users may also search within the specific module they are working in.
B1.21	The Solution must offer real-time tracking of citations issued and their status.	M	YES	STANDARD	With Wi-Fi or cellular connectivity, TickeTrak Mobile citations are sent to the back-end database upon issuance. Citations may be viewed, paid, etc. by in office personnel immediately
B1.22	The Solution must provide a separate customized module to export a file of NH vehicle registration information of unpaid citations to be process by NH DMV. (See APPENDIX I: NH DMV FILE EXPORT STRUCTURE) for file layout.	M	YES	STANDARD	TickeTrak offers New Hampshire DMV interference.
B1.23	The Solution must offer the ability to retrieve DMV information for out-of-state vehicle registration owner information.	M	YES	STANDARD	TickeTrak's ORIS program provides out of state DMV lookups with owner information directly imported into TickeTrak and linked to related data.
B1.24	The Solution must offer the ability to retrieve DMV information from Canadian Providences for registered vehicle owner.	O	NO	FUTURE	We don't currently have the ability to get owner information from Canada but we're in the process of searching for a vendor to support this feature. **This is an acceptable solution - DNCR - 8/17/17**
B1.25	The Solution must have a Scofflaw module that includes a screen with vehicle information and description of violation. This module should have the ability to clear the vehicle or continue with no action. Scofflaw should have the ability to flag WARNING tickets.	M	YES	STANDARD	Upon data entry, the TickeTrak Mobile application checks for scofflaws based on plate/permit information entered. If a hit occurs, the officer is presented with the scofflaw information and may decide to issue or not issue a citation.
B1.26	The Solution should support new electronic cash drawer workstations including any parking management software related peripherals, cash drawer hardware and receipt printers which are to be fully integrated with the PC based parking management software system.	O	YES	STANDARD	TickeTrak currently support

B1.27	Vendor must convert/cleansed all citation information from current system to Vendor's solution.	M	YES	STANDARD	No data conversion required.
Permit Distribution					
B2.1	The Solution must provide distribution of multiple types of permits in coordination with our parking lease program and special events	M	YES	STANDARD	TickeTrak allows authorized users to create unlimited permit types with different attributes
B2.2	The Solution must allow for the issuance of new permits, the exchange of old permits, refunds, permit transfer from vehicle to vehicle and the ability to extend the expiration date with an additional cost to the responsible party.	M	YES	STANDARD	TickeTrak supports issuance and expiration (exchange), refunds, vehicle changes (transfer) and changes to permit expiration.
B2.3	The Solution must allow for the restriction of the number of permits associated to a vehicle, to a property, and to a customer.	M	NO	FUTURE	TickeTrak currently allows you to limit the number of permits issued to a lot as part of the lot definition. Setting limits on permits associated with a person or property is planned for a future release. **This is an acceptable solution - DNCR - 8/17/17**
Reporting					
B3.1	The Solution must provide robust reporting capabilities including the ability to produce a wide array of pre-defined reports including: Citation activity, permit sales activity and parking citation appeals activity with a variety of sorting options such as: Date Range(s); Automated Notice and Letter Generation; Ticket # Range(s); Outstanding Tickets; Tickets Issued by Officer ID; Tickets Issued by Location; Tickets Issued by Violation; Tickets Issued by Time Periods. Accounts receivable and write-off reports that indicate, by user-defined receivable type, the following: total dollars collected, total citations outstanding (unpaid or partially paid), and total citations disposed by disposition type over a customer-defined period (e.g. monthly, annually, etc.).	M	YES	STANDARD	TickeTrak provides a variety of standard reports for functions and entities within the application. Upon award, Cardinal will review reporting requirements with the client and assist as necessary with developing any additional reports using our Fly Writer tool. Complex reports unique to a specific customer's operation may be developed as custom at a rate of $250 per hour.

B3.2	The Solution must allow notices and letters to be printed (MS Word or PDF) and/or emailed based on customer-defined criteria such as "days past citation issuance" or "number of unpaid citations" for a given ID or license number. Notices and letters to have the capability of being generated for either a single citation or individual or in batch mode for multiple individuals/citations, each time any letter is generated, a record is to be automatically added to the history of the citation file.	M	YES	STANDARD	TickeTrak supports both batch mode statement/notice printing based on user criteria as well as "print one" functions for a specific account.
B3.3	The Solution must have a user-friendly ad-hoc report writer and query tool. Allow reports to be created and run by any authorized user of the Solution. The query tool is to allow data to be sent to a printer, file, or screen. Allow posting options such that citation fees, status changes, and account adjustments may be made in bulk as data is exported out of the Solution.	M	NO	NOT AVAILABLE	Cardinal's Flywriter Ad-Hoc report writer is a query tool only. No updates to the data are performed. To update and flag as exported, the client must purchase/use TickeTrak's Export module. **This is an acceptable solution - DNCR - 8/17/17**
B3.4	The Solution should allow collection letters to be printed by automated batch at the same predetermined time daily.	O	YES	STANDARD	Cardinal offers a scheduler program for a variety of functions within TickeTrak including letters.
B3.5	The Solution must provide printed reports that include the report title, column headings, date, and time report was generated. This information should be on all pages of the report.	M	YES	STANDARD	All standard reports with TickeTrak meet this criteria.
B3.6	The Solution must allow the user to define parking lots as well as schedule and track any type of lot maintenance.	M	NO	FUTURE	Parking lots may be defined in TickeTrak. TickeTrak does not currently have a maintenance reporting module but it is on our list of future development items. **This is an acceptable solution - DNCR - 8/17/17**
B3.7	The Solution must allow for the tracking of scheduled events that have an impact on parking requirements for specific parking facilities.	M	YES	STANDARD	Special events are managed through integrations with our Special Events software/service partners.
B3.8	The Solution must allow customer activity to be tracked with a unique account number associated with a customer.	M	YES	STANDARD	Reports on Account history/status are available.
B3.9	The Solution must allow the ability to run reports for a user-specified date range.	M	YES	STANDARD	Where applicable, date range criteria is supported in standard and ad-hoc reports
B3.10	The Solution must allow the ability for all reports to be run for a specific lot location or range of locations.	M	YES	STANDARD	Where applicable, lot location criteria is supported in standard and ad-hoc reports

B3.11	The Solution must allow the ability for all reports to be run for single or multiple states at one time and the results must be provided by state for comparison purposes.	M	YES	STANDARD	Where applicable, state criteria is supported in standard and ad-hoc reports
B3.12	The Solution must allow the ability to export reports into Microsoft Excel, PDF or RTF.	M	YES	STANDARD	TickeTrak standard reports may be printed to screen, PDF or printer. Ad-Hoc reports may additionally be exported to Excel
B3.13	The Solution must provide a report that lists all revenue. This report can be run by lot, by officer, by date range. This report can be sorted to show either all transactions, cash/check transactions, or credit card by type transactions.	M	YES	STANDARD	Standard reports in TickeTrak include officer productivity, citation issuance by range, lot, and other criteria. Reports can be sorted by a variety of criteria. Finance reports may be sorted by payment method.
Appeals					
B4.1	The Solution must provide the ability to track and manage the citation appeal and hearing process.	M	YES	STANDARD	The TickeTrak Appeals module allows appeal tracking and hearing/officer scheduling.
B4.2	The Solution must allow staff to attach digital pictures or documents to the electronic citation record.	M	YES	STANDARD	TickeTrak Media Attachment function allows multiple document/image types to be attached and associated
B4.3	The Solution must allow for comments to be written about the appeal decision.	M	YES	STANDARD	Dedicated appeal notes may be added.
B4.4	The Solution must allow for a review of appeals history based on license plate or customer ID.	M	YES	STANDARD	The TickeTrak Appeals module allows for historical appeals review by a variety of criteria including license plate or account ID
B4.5	The Solution must display a message if a record has already been appealed.	M	YES	STANDARD	TickeTrak supports multiple user-defined appeal levels. Based on system settings, a user would be alerted if the ticket had already been appealed at that level.
B4.6	The Solution must allow the authorized staff to put citations on hold while an appeal is in process, and to select whether the accumulation of late fees will continue or not.	M	YES	STANDARD	Options with TickeTrak allow a citation to be suspended from normal processes while under appeal.
B4.7	The Solution must allow for adjustment of the citation's final amount due and due date by an authorized person and track adjustments to the record.	M	YES	STANDARD	Finance amounts can be monetarily or non-monetarily adjusted with a full audit trail.
B4.8	The Solution must contain an appeal note code that allows the staff to read why an appeal was upheld or denied as well as print this information on form letters contained within the software.	M	YES	STANDARD	User-defined appeal accept or denial codes may be defined to track reasons.

| B4.9 | The Solution must be capable of generating, printing, and/or emailing appeal decision letters on demand for a single hearing. It must allow the authorized staff to call up one of several standard customer-defined appeal response letter templates in the database file and have information about the citation and customer or vehicle owner name and address automatically entered on the standard letter. | M | YES | STANDARD | TickeTrak's Template system allows for user-defined forms to be designed and selected for individual appeal letter printing |

Billing and Financial

B5.1	The Solution must allow for multiple payment types such as cash, check and credit card. In addition payment types must be allowable such as third party invoicing and no charge payment types.	M	YES	STANDARD	TickeTrak's Finance module supports multiple paymetn types , payroll deduction, student account, and monetary/non-monetary payment types
B5.2	The Solution must meet PCI compliance certification, and/or PA DSS application certification and must not store customer credit card numbers in the handhelds or Solution server.	M	NO	NOT AVAILABLE	TickeTrak does not capture or store credit card data and relies on PCI compliant third party ecommerce providers for credit card transactions. This is an acceptable solution - DNCR - 8/17/17
B5.3	The Solution must accept and post both full and partial payments and apply credits.	M	YES	STANDARD	TickeTrak's Finance module supports full and partial payments/payment plans.
B5.4	The Solution must include complete drawer closeout process with detailed cashier report including but not limited to a summary report of all transactions for all cashiers over a customer-defined time period, a write-off report and an item report.	M	YES	STANDARD	TickeTrak's standard Finance reports include a comprehensive End-of-Day report.
B5.5	The Solution must allow staff-defined statements in a variety of formats to inform customers of all outstanding invoices on account.	M	YES	STANDARD	TickeTrak's Template tool allows the user to create unlimited user-defined forms and letters
B5.6	The Solution must allow a summary view with direct access to all invoices associated with a customer on one screen (e.g. citations, permits, vehicles, appeals, boot/tow records, properties, payments, etc.).	M	YES	STANDARD	TickeTrak's treeview shows all primary data related to an account. The user may view summary information or expand any section of the tree to review more detail.
B5.7	The Solution must offer the ability to enter payments before citation information has been imported from handheld ticket writers and have the information automatically updated when the citation is later uploaded from the handheld ticket writer.	M	YES	STANDARD	TickeTrak's Skeletal Ticket function allows the user to accept a payment for citation not yet entered.

B5.8	The Solution must allow printing of receipts and reprint of receipts.	M	YES	STANDARD	TickeTrak Finance module allows for printing and reprint of receipts
Handheld Device Functions					
B6.1	The handheld Device must seamlessly integrate with host Solution.	M	YES	STANDARD	Citations issued by TickeTrak Mobile are automatically transferred into the back end database - either in a batch mode or real time as they are written. Citation configuration data is also transferred to the handheld for enforcement.
B6.2	The display screen on the handheld Device must be easy to read, backlit, shock-resistant and visible in extreme sunlight as well as in darkness.	M	YES	STANDARD	The proposed N5 handheld meets or exceeds these requirements
B6.3	The Solution must include handheld devices or smart phone use for in-the-field citation issuance by Park Patrol Officers.	M	YES	STANDARD	The proposed N5 handheld is a rugged enforcement solution. Android smart phones may be used with prior application certification from Cardinal at a custom cost of $250 per hour.
B6.4	The handheld Device should include the capability of WI-FI and/or cellular connectivity and be able to connect live to the software Solution for real-time updates.	M	YES	STANDARD	The proposed N5 handheld and TickeTrak Mobile software meet these requirements
B6.5	The Solution must include charging cradles for the handheld devices.	M	YES	STANDARD	Single and multi-slot cradles are available for the N5
B6.6	The Solution must include cradles for upload capability.	M	YES	STANDARD	Both single and multi-slot cradles support communication functions
B6.7	The Solution must support the entry of at least five violations per citation.	M	YES	STANDARD	TickeTrak desktop supports unlimited violations added to a citation. TickeTrak Mobile enforcement limits violations to 4 violations per citations to minimize ticket print size.
B6.8	All transactions must be time stamped and may not be modified in the field.	M	YES	STANDARD	TickeTrak Mobile time and date stamps each citation. This data cannot be edited by the user
B6.9	The handheld Device must allow operator to type special notes for an account and other operators must be able to view those notes.	M	YES	STANDARD	TickeTrak Mobile supports pre-defined and freeform notes attached to the citation

B6.10	The handheld Device must be lightweight and include rechargeable batteries with enough power to operate for at least ten to twelve hours of use.	M	YES	STANDARD	The proposed N5 handheld meets these requirements
B6.11	The handheld Device must include integrated field printers or detachable portable laser-quality printers.	M	YES	STANDARD	The proposed N5 handheld incorporates a 3" printer.
B6.12	The handheld Device should include a barcode scanner and pre-populate license plate for operator.	O	YES	STANDARD	The proposed N5 handheld includes a barcode scanner. If the vehicle has a registered permit, TickeTrak Mobile can look up the permit number and automatically enter vehicle information including license plate into the citation
B6.13	The handheld Device should perform license plate recognition.	O	NO	NOT AVAILABLE	The handheld does not support native LPR recognition but integrates with LPR vendors for enforcement. **This is an acceptable solution - DNCR - 8/17/17**
B6.14	The handheld Device must include a camera feature.	M	YES	STANDARD	The proposed N5 camera supports front and year facing cameras
B6.15	The handheld Device must have a preview page for officer verification.	M	YES	STANDARD	TickeTrak Mobile provides a confirmation/preview screen prior to printing/issuance.
B6.16	The handheld Device must have the ability to print duplicate tickets.	M	YES	STANDARD	TickeTrak Mobile supports the ability to print duplicate copies of a ticket
B6.17	The handheld Device must have the ability to go back and review and update written tickets. This includes the ability to void the citations if needed.	M	YES	STANDARD	TickeTrak mobile allows for data review and edit prior to citation issuance. Once issued, the citation may not be edited on the handheld. A future version of the software will allow the citation to be voided on the handheld.
B6.18	Handheld Devices must auto-populate the following applicable fields displayed on the mobile device (including but not limited to): Ticket Number, Issue Date, Issue Time, violation amount, late fee schedule.	M	YES	STANDARD	TickeTrak Mobile supports auto population of ticket number, issue date/time, violation amount (based on violation selected). Late fee/escalation scheduled can be stored in the violation description if violation specific or printed as fixed verbiage on each citation

B6.19	Handheld must have ability to manually enter additional data, including but not limited to: Violation type, Violation Code, Vehicle Make, Model, and color, Location of vehicle, Additional Comments, Vin#, Plate number, plate expiration date, Plate type.	M	YES	STANDARD	TickeTrak Mobile supports the data fields requested.
B6.20	Provide accessories for the Handheld Units to include but not limited to: spare batteries, heavy-duty extended-life batteries, protective outer cases, carrying cases, harnesses, or other replacement parts.	M	YES	STANDARD	The proposed N5 handheld supports extra batteries, cases, harnesses, and replacement parts (serviced by N5).
Payment and Appeal Portal					
B7.1	The Solution must provide a simple web based citation portal for appeals and credit card payments.	M	YES	STANDARD	Cardinal offers customer facing portals for citation payments and appeals and permit registration
B7.2	The web based citation portal must include images associated with citations being appealed.	M	NO	FUTURE	Adding appeal image upload is on our list of future enhancements to be included with TickeTrak. **This is an acceptable solution - DNCR - 8/17/17**
B7.3	Vendor must implement processes to ensure that data and photos for all violations issued are transmitted to the server and that no violation data or pictures are lost due to issues with transition to server, system failure, deletion from the hardware device, tec. Vendor must ensure data recovery processes are in place in the event of lost data.	M	YES	STANDARD	For Cardinal hosting solutions, all network integrity, backup and recovery is the responsibility of Cardinal Tracking. For on premise solutions, these are the client's responsibility.

APPLICATION REQUIRMENTS

Req #	State Requirements Requirement Description	Criticality			
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	YES	STANDARD	TickeTrak uses a standard Microsoft SQL Server (2008 R2 or greater) for data storage. Industry standard SQL tools may be used to directly access data.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	YES	STANDARD	TickeTrak SQL data is owned by the client and is not subject to copyright, patent, trademark, or trade secret regulations.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1.	O	YES	STANDARD	Our architecture is SOA. RESTful Service, Asp.net MVC Client, and EF6 for the DAL. Our web client is developed using frameworks (MVC5, Kendo, Bootstrap) which are components of W3C standards.
A1.4	Application must be compliant and the PA-DSS (at least version 3.x at the time of the awarded contract) and SASE 16 (audited statement of controls over the development and maintenance process of software) documents must be submitted on an annual basis.	M	NO	NOT AVAILABLE	Not applicable. TickeTrak does not capture or store credit card data. All PA-DSS, SASE 16 and PCI compliance is maintained by third party ecommerce vendors. **This is an acceptable solution - DNCR - 8/17/17 as credit card payments will be processed through First Data.**
A1.5	Must be compatible with Google Chrome, Firefox, Safari, and IE 10 and above.	M	YES	STANDARD	TickeTrak supports these browsers.
A1.6	Solution must provide an easy import/export registration module to interface with New Hampshire Department of Safety.	M	YES	STANDARD	Cardinal currently offers a New Hampshire DMV interface.
A1.7	Importing and exporting of data to NH DMV must adhere to their file structure. (See Appendix I - NH DMV File Export Structure.)	M	YES	STANDARD	Cardinal currently offers a New Hampshire DMV interface.
A1.8	Assign citation numbers to violations in sequential order a from predetermined set of assigned numbers without duplication, including both valid violation tickets and/or voided tickets.	M	YES	STANDARD	All enforcement handhelds are configured with a unique citation start number such that an overlap does not occur. Citations are issued sequentially from that starting

					number.
A1.9	Proved State specified mandatory data fields, such that if any of the mandatory fields are not populated, the mobile device will provide and "error" message to alert the user as to which field(s) is(are) missing, and prohibit the completion of the citation entry until all such required data is entered.	M	YES	STANDARD	TickeTrak Mobile may be customized by the client to require data entry of certain fields as mandatory.
A1.10	The software must be highly configurable and allow for easy updates of violation types, fine amounts, etc. The software must assign unique violation numbers from a pool of numbers assigned by the DPR. The violation numbers are assigned sequentially and can never be assigned more than once.	M	YES	STANDARD	TickeTrak Mobile offers a robust customization system of violation codes, makes, models, body styles, colors, etc. All enforcement handhelds are configured with a unique citation start number such that an overlap does not occur. Citations are issued sequentially from that starting number.
A1.11	Software must facilitate the capturing of pictures to support a violation. Multiple pictures are required to be associated with a violation.	M	YES	STANDARD	TickeTrak Mobile uses the handheld camera to capture an unlimited number of pictures and associates them with the citation.
Handheld Software					
A2.1	Hand held software must provide a user-friendly interface for ease of use and durability.	M	YES	STANDARD	Cardinal Tracking uses its 30 years of parking enforcement experience combined with user feedback to design robust and user friendly interfaces to our software.
A2.2	The handheld software must be completely configurable so that the department may select data entry fields and make them a required entry, an optional entry, or an unused field.	M	YES	STANDARD	TicketTrak Mobile allows the client to specify fields as mandatory or invisible.
A2.3	The software must require a password/security sign on.	M	YES	STANDARD	Authorized administrators create unique officer logins and password credentials
A2.4	The system must support entry of information such as vehicle make, model, color, style, plate type, violation, void, and standard codes. The citation entry screen must be a selectable format such as drop down menus.	M	YES	STANDARD	TickeTrak Mobile captures all information requested using drop down or predefined lists from users defined list data.

A2.5	The system must easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process.	M	YES	STANDARD	At any time during the citation issuance process, the officer may select the review function and view/edit data entered. Changes may be made prior to citation issuance.
A2.6	The system must allow the user to view and void any citation written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation and the officer ID must be noted on exception report at the host level. The system must support reprinting of an issued citation, this reprinted citation must contain the same time as the original citation not simply the time it was re-printed.	M	YES	STANDARD	Citations may be voided with a full audit trail of person authorizing and reason for void. Reprinted citations contain the original issuance date/time.
A2.7	When the license plate is entered during a citation entry, the system must automatically search the customer, vehicle, scofflaw, and tow request file for a match. If a match is found in the scofflaw or tow request file, the system automatically displays the matched information to the officer for further evaluation.	M	YES	STANDARD	TickeTrak Mobile automatically searches the scofflaw and permit file in the background as citation issuance data is entered. If a hit/match occurs, the officer is presented with the information.
A2.8	The system must support monitoring of vehicles in a fixed time zone. The system must maintain a file of license plate numbers in fixed time zone and display the elapsed time and previous location of the vehicle. The software must allow the user to enter the citation entry module directly from the chalking module with one keystroke.	M	YES	STANDARD	TickeTrak Mobile offers a timed-lot function that meets this criteria.
A2.9	All transactions must be time stamped by the systems internal clock.	M	YES	STANDARD	TickeTrak Mobile time and date stamps all citations.
APPLICATION SECURITY					
A3.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	YES	STANDARD	All client applications/APIs require authentication.
A3.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	YES	STANDARD	In addition to start user/password security, TickeTrak supports a variety of single sign on authentication methods for user verifications.
A3.3	Enforce unique user names. Generic and/or shared accounts are not permitted.	M	YES	STANDARD	Unique user names are required and each user must have his/her own account.

A3.4	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	YES	STANDARD	TickeTrak complied with CJIS standards for complex passwords.
A3.5	Encrypt passwords in transmission and at rest within the database.	M	YES	STANDARD	Password data is encrypted in transmission and at rest.
A3.6	Establish ability to expire passwords after a definite period of time. The expiration timeline must be variable that can be set by an administrator.	M	YES	STANDARD	TickeTrak complies with CJIS standards and requires that all user passwords must be complex, unique, and changed minimally every 90 days.
A3.7	Provide the ability to limit the number of people that can grant or change authorizations.	M	YES	STANDARD	Administrator accounts are controlled by the client.
A3.8	Establish ability to enforce session timeouts during periods of inactivity. The timeout period must be a variable that can be set by an administrator.	M	YES	STANDARD	This is a system that may be configured by the TickeTrak administrator
A3.9	The application shall not store authentication credentials or sensitive data in its code.	M	YES	STANDARD	No authentication credentials are stored in code.
A3.10	Log all attempted accesses that fail identification, authentication and authorization requirements and retain the logs for a minimum of three months.	M	YES	STANDARD	All failed login attempts are tracked as part of TickeTrak's audit function.
A3.11	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	NO	FUTURE	TickeTrak is based on concurrent licenses and counts users connected to the TickeTrak database. When a user times out or disconnects from the database, the user is cleared from the database thus freeing up the user license. There is no user interface function today for an administrator to force a user out of the system. **This is an acceptable solution - DNCR - 8/17/17**
A3.12	Do not use Software and System Services for anything other than they are designed for.	M	YES	STANDARD	Cardinal's development best practices enforce service use for designed purposes only
A3.13	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	YES	STANDARD	Updates involving changes to security or user functions are reviewed with the client prior to deployment
A3.14	The vendor shall utilize change management documentation and procedures.	M	YES	STANDARD	All releases of TickeTrak are tracked and release notes published to clients.

		M	YES	STANDARD	STANDARD	TickeTrak supports these requirements.
A3.15	Must work with at a minimum Windows 10, Server 2008, SQL 2008.		YES	STANDARD		TickeTrak supports these requirements.
A3.16	Wireless data and photo transfer between mobile device and hosted system shall utilize a secure, encrypted process. (please specify proposed methodology in the comments field.	O	YES	STANDARD		TickeTraks TTScan data transfer tool uses AES 256 bit encryption for data transfers to/from the handheld enforcement device.

TESTING

Req #	State Requirements Requirement Description	Criticality		Standard
APPLICATION SECURITY TESTING				
T1.1	The vendor must maintain a test or development environment for testing, including user acceptance testing, of all changes, upgrades, updates to the citation issuance software separate from the production environment.	M	Yes	Cardinal maintains test environments of our applications for our internal testing and the agency may choose to maintain a test environment for their use at their desire.
T1.2	All components of the Software must be reviewed and tested to ensure they protect the State's Data assets.	M	Yes	
T1.3	The Vendor must be responsible for providing documentation of security testing performed to meet these requirements, as appropriate. Tests must focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	
T1.4	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	
T1.5	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	
T1.6	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Through testing of the application is done with each major release. This testing includes basic functionality and usability as well as performance, security, and load testing.
T1.7	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Servers hosted by Cardinal deploy software to detect server issues which include undesirable connection attempts and alerts Cardinal personnel of these issues as soon as they're detected.

ID	Requirement				Comments
T1.8	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	
T.1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T1.13	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)).	M	Yes	Standard	Through testing of the application is done with each major release. This testing includes basic functionality and usability as well as performance, security, and load testing.
T1.14	Provide the State with validation of 3rd party security reviews ~~performed~~ on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	Per client request and with prior notice, Cardinal hosted applications may be subjected to 3rd party security reviews and vulnerability testing.
T.1.15	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	
T1.16	Vendor must provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Section G-2.	M	Yes	Standard	The application is tested for load stress testing using applications such as loadimpact.com. This testing is done with each major release and not as part of a single deployment.

T2.2	The Vendor must perform application stress testing and tuning as more fully described in Section G-2.	M	Yes	Standard	The application is tested for load stress testing using applications such as loadimpact.com. This testing is done with each major release and not as part of a single deployment.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	Cardinal will provide instructions as well as be available to perform the task of transitioning from a test database to the production database.
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	Disaster recovery documentation provided as part of this response.
T2.5	Vendor must test handhelds software synchronization with the database and ensure data is uploaded with no issues.	M	Yes	Standard	

HOSTING-CLOUD REQUIREMENTS

Req #	State Requirements Requirement Description	Criticality		
OPERATIONS				
H1.1	Vendor must maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	YES	STANDARD	Cardinal hosted solutions meet these requirements. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.2	State access will be via internet browser	M	YES	STANDARD	TickeTrak may be access by a web browser.
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the System.	M	NO	NOT AVAILABLE	Cardinal's License agreement is directly with the client. Third party access must be explicitly requested in writing to Cardinal. **DNCR is in agreement with response. 8/17/17**
H1.4	At a minimum, the System should support this client configuration; I3 4GB RAM, Windows 10, IE9 but capable of running IE11 and Edge and Minimum of MS 2010 if there is any office integration.	M	YES	STANDARD	Cardinal hosted solutions meet these requirements in our Hyper V VM configuration. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.5	Vendor must provide a secure Tier 3 or greater Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	YES	STANDARD	Cardinal's Hosting partner, Rackspace, meets these requirements. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.6	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	YES	STANDARD	Cardinal's Hosting partner, Rackspace, meets these requirements. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.7	Vendor must monitor the application and all servers.	M	YES	STANDARD	Cardinal IT staff provide 24/7 network and hardware monitoring for Cardinal hosted solutions. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements

H1.8	Vendor must manage the databases and services on all servers located at the Vendor's facility.	M	YES	STANDARD	Cardinal IT staff provides database/software monitoring and support 8am to 5pm CST. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.9	The monthly patching is the minimum and patching for high vulnerabilities must be done immediately after release.	M	YES	STANDARD	For Cardinal hosted solutions, patches requiring a server reboot or outage are coordinated with the client to minimize or eliminate down time during client's normal hours of operations. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.10	Vendor must monitor System, security, and application logs.	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal IT monitors these items. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.11	Vendor must manage the sharing of data resources.	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal maintains and monitors the system database. Please clarify sharing of data resources. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.12	Vendor must manage daily backups, off-site data storage, and restore operations.	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal provides backups and redundant/high accessibility mirror servers. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H1.13	The Vendor must monitor physical hardware.	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal monitors physical hardware in cooperation with our hosting provider Rackspace. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements

H1.14	The Vendor must report any breach in security in conformance with State of NH 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, must also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons must notify the New Hampshire attorney general's office.	M	YES	STANDARD	Cardinal complies.
DISASTER RECOVERY					
H2.1	Vendor must have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems must be architected to meet the defined recovery needs outlined in the RFP. (Please specify proposed methodology in the comments field).	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal's Disaster Recovery plan is included with the response. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H2.2	The disaster recovery plan must identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems must offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	YES	STANDARD	For Cardinal hosted solutions, the TickeTrak application is hosted in a Hyper V VM instance with full monitoring and HA (High Accessibility) redundant mirror servers with automatic failover. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H2.3	Vendor must adhere to a defined and documented back-up schedule and procedure.	M	YES	STANDARD	For Cardinal hosted solutions, SQL data and server images are backed up twice daily and retained for 30 days. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal complies. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H2.5	Scheduled backups of all servers must be completed regularly. At a minimum, host servers must be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal complies. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements

H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	YES	STANDARD	For Cardinal hosted solutions, backups are maintained digitally and co-located. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor must employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	YES	STANDARD	For Cardinal hosted solutions, SQL data and server images are backed up twice daily and retained for 30 days. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	YES	STANDARD	For Cardinal hosted solutions, Cardinal complies through its hosting Partner Rackspace. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H3.2	The Vendor must provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	YES	STANDARD	For Cardinal hosted solutions, the TickeTrak application is hosted in a Hyper V VM instance with full monitoring and HA (High Accessibility) redundant mirror servers with automatic failover. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H3.3	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	YES	STANDARD	For Cardinal hosted solutions, the TickeTrak application is hosted in a Hyper V VM instance with full monitoring and HA (High Accessibility) redundant mirror servers with automatic failover. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
HOSTING SECURITY					

H4.1	The Vendor must employ security measures to ensure that the State's application and data is protected.	M	YES	STANDARD	For Cardinal Hosted solutions, our hosting partner Rackspace meets these requirements. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	YES	STANDARD	The TickeTrak application is not hosted on multiple servers.
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	YES	STANDARD	For Cardinal Hosted solutions, Cardinal complies. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H4.4	All components of the infrastructure must be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests must focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	YES	STANDARD	For Cardinal Hosted solutions, Cardinal works closely with Rackspace to insure that all hardware and operating system software protects client data. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H4.5	The Vendor must notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	YES	STANDARD	For Cardinal Hosted solutions, Cardinal complies. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H4.6	The Vendor must ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	YES	STANDARD	For Cardinal Hosted solutions, Cardinal complies. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H4.7	The Vendor must be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	YES	STANDARD	For Cardinal's Hosted solutions, Cardinal's maximum liability and damage is no greater than the cost of goods and services provided to the client. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements

H4.8	The Vendor must authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	YES	STANDARD	For Cardinal hosted solutions, and with prior notice, Cardinal and Rackspace will work with state for vulnerability assessments and testing. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H4.9	The operating system and the data base must be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, or NSA (please specify whose guidelines are followed in the comments field).	M	YES	STANDARD	TickeTrak uses standard Microsoft Windows server (2008 R2 or greater) and standard Microsoft SQL server for data storage.
H4.10	The Vendor must provide reports to the Project Manager on a quarterly basis to validate that redundancy is in fact in place and backup/restores are functioning.	M	YES	STANDARD	For Cardinal hosted solutions, upon request from the customer project manager, Cardinal will provide monthly monitoring and status reports on the hosting environment. For client hosted solutions, it is the responsibility of the client to maintain and meet these requirements
H5.1	The hosting server for the State must be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	YES	STANDARD	For Cardinal hosted solutions, For client hosted solutions Cardinal complies, it is the responsibility of the client to maintain and meet these requirements
H5.2	The Vendor must guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	YES	STANDARD	For client hosted solutions Cardinal complies, it is the responsibility of the client to maintain and meet these requirements
H5.3	A regularly scheduled maintenance window must be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	YES	STANDARD	For Cardinal hosted solutions, For client hosted solutions Cardinal complies, it is the responsibility of the client to maintain and meet these requirements
H5.4	The Vendor must give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	YES	STANDARD	Prior to release and update, Cardinal hosted customers are provided release notes of upcoming changes to be implemented. For minor releases, no training is required. For major releases, training will be provided as necessary

H5.5	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.	M	YES	STANDARD	For Cardinal hosted solutions, For client hosted solutions Cardinal complies, it is the responsibility of the client to maintain and meet these requirements
H5.6	The Vendor must provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable.	M	YES	STANDARD	Cardinal complies.
H5.7	The Vendor must guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	YES	STANDARD	Cardinal complies.

SUPPORT & MAINTENANCE REQUIREMENTS

Req #	State Requirements Requirement Description	Criticality			
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance must commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Support and maintenance will be available the duration of the contract and for any contract extensions in the future.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	Updates to both the handheld and backend software are available to the agency as part of their annual license agreement.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	Bugs reported to Cardinal will be corrected based upon the severity of the issue. When possible, work arounds will be suggested to the agency to employ in the duration between the bug report and the application correction.
S1.4	The State must have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday thru Friday EST.	M	Yes	Standard	Support hours are M-F 8A-5PM CT.

		M	Yes	Standard	
S1.5	The Vendor response time for support must conform to the specific deficiency class as described below or as agreed to by the parties: **Class A Deficiency** - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. **Class B Deficiency** - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	SLA response time of no more than 2 hours for calls.
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	Updates to both the handheld and backend software are available to the agency as part of their annual license agreement.
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.	M	Yes	Standard	Cardinal's support team maintains through records for each support request and every communication to and from the agency.
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	Cardinal's support team maintains through records for each support request and every communication to and from the agency.

S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, must be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard	SLA response time of no more than 2 hours for calls.
S1.10	The Vendor must use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	Cardinal's procedures include processes for change requests based on program bugs as well as enhancement requests.
S1.11	A critical outage must be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Cardinal corrects major issues as quickly as possible once they've been reported.
S1.12	The Vendor must maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	Cardinal's support team maintains through records for each support request and every communication to and from the agency. This data can be made available to the agency as requested.
S1.13	A regularly scheduled maintenance window must be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	All system maintenance will be coordinated with the agency.
S1.14	The Vendor must give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	All system maintenance will be coordinated with the agency.

Exhibit H – Requirements – Part 3
Date: 1/2/17 Contractor's Initials SL

S1.15	All hardware and software components of the Vendor hosting infrastructure must be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., must be applied within thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	Systems hosted by Cardinal will be fully supported by any used vendor for the duration of the contract.
S1.16	The Vendor must provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable.	M	Yes	Standard	FTP data transfer is available for use in transferring files to/from the agency.
S1.17	Handhelds printer maintenance and support, including device repair, must be sustained throughout the term of the contract and any extensions thereof. The impact of any change in hardware must be tested and approved by the State.	M	Yes	Standard	All support issues for the handhelds no matter software or hardware are handled by Cardinal. If the issue is determined to be hardware related, Cardinal will assist in issuing appropriate RMA requests.
S1.18	The Vendor must provide a help desk for problem reporting and questions. The Vendor must provide a toll-free number for such help-desk as well as an email address to which to report issues. Help desk responses will be required to be provided according to negotiated requirements based on the level of urgency.	M	Yes	Standard	Cardinal provides an 800 support phone number as well as a support email address. These are monitored Monday - Friday 8A-5P CT and calls are returned within a maximum of 2 hours.
S1.19	A sufficient number of qualified on-site technical personnel must be provided during implementation and as needed during the term of the Agreement.	M	Yes	Standard	Cardinal will assign a team of the appropriate size to ensure successful implementation of this project.
S1.20	Vendor must provide wireless printer training to users during implementation and throughout the term of the Agreement, as needed. All training materials are to be provided by the Vendor.	M	Yes	Standard	This is part of standard training/installation depending on hardware selected by the agency.
S1.21	The Vendor must provide User and Administrator training.	M	Yes	Standard	This is a standard part of training.
S1.22	The Vendor must provide documentation and training manuals.	M	Yes	Standard	This is a standard part of training.
S1.23	The vendor must be prepared to provide the State with transition services to "bridge" vendors system to a new system if necessary in the event of the State's transition over to a new vendor or other solution, the termination or expiration of the contract, any unforeseen event causing a business outage or other such interruption, or breach of contract by the vendor. At a minimum the State shall, at no extra cost, be granted all software usage survival rights for the sole purpose of sustaining the State's ability to use software until such time that new/replacement citation software is provided, tested, and approved.	M	Yes	Standard	Access to the system remains for the duration of the contract period and Cardinal can discuss providing services to the agency for transition to another system upon request.

PROJECT MANAGEMENT

Req #	State Requirements Requirement Description	Criticality		
P1.1	Vendor must participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	This is a standard practice for new implementations.
P1.2	Vendor must provide Project Staff as specified in the RFP.	M	Yes	Standard	Cardinal will determine the team assigned to the project upon project award to ensure successful deployment of this implementation.
P1.3	Vendor must submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan must include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan must be updated no less than every two weeks.	M	Yes	Standard	Cardinal will provide project plans for the implementation as soon as the full scope of the project is identified following the kickoff meeting.
P1.4	Vendor must provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	Cardinal will ensure an open line of communication between the agency and Cardinal to ensure both teams remain on the same page during the duration of the implementation.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format-on-Line, in a common library or on paper.)	M	Yes	Standard	Cardinal is currently using an app called TeamWork to ensure collaboration between the agency team and the Cardinal team. Cardinal has also utilized Google shared spreadsheets and documents for different functions during an implementation.
P1.6	The vendor will be required to provide a dedicated client manager to the State's account to manage all aspects of the contract, ensure vendor contract compliance and to which problems can be escalated.	M	Yes	Standard	The agency will have a dedicated account rep as well as a technical client advocate rep. Issues needing to be reported should be reported via the standard Support communication methods.
P1.7	The State is required to be notified prior to the change of any key personnel, including the dedicated client manager.	M	Yes	Standard	Cardinal will ensure any key personnel changes be communicated to the agency.

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 30 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

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

1.0 ASSUMPTIONS

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

1.2 Project Management
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which State team members have access to the Project folder and granting either view or read/write privileges. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.3 Data Cleanse/Migration
- The cleansing of data will be in cooperation with the Contractor and the State. The cleansing will entail:
- Removal of duplicates accounts within customer database to keep only the most recently created customer account.
- The State will perform validation testing when database has been cleansed.

1.4 Project Schedule
- Deployment is planned to begin on the date of G&C approval with a planned go-live date of January 1, 2018.

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

1.6 User Training
- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.

2.0 ROLES AND RESPONSIBILITIES

2.1. Contractor Team Roles and Responsibilities

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

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

  - Maintain communications with the State's Project Manager;
  - Work with the State in planning and conducting a kick-off meeting;
  - Create and maintain the Work Plan;
  - Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
  - Define roles and responsibilities of all the Contractor Team members;
  - Provide weekly and monthly update progress reports to the State Project Manager;
  - Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;

- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
  - Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
  - Manage handoff to the Contractor operational staff;
  - Manage Transition Services as needed.

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

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

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

- **State Subject Matter Expert(s) (SME)**
  The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:
  - Be the key user and contact for their Agency or Department;
  - Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
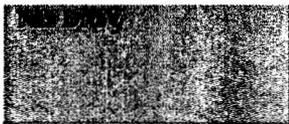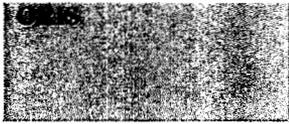 - Assist in validating and documenting user requirements, as needed;

- Assist in mapping business requirements;
- Assist with data cleansing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

- **State Technical Lead and Architect**
  The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:
  - Attend technical training as necessary to support the Project;
  - Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
  - Manage the day-to-day activities of the State's technical resources assigned to the Project;
  - Work with State IT management to obtain State technical resources in accordance with the Work Plan;
  - Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
  - Represent the technical efforts of the State at weekly Project meetings.

3.0 INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 3.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 3.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
	.	Cardinal	Agency is already using the interface to the NH DMV. Agency will continue to utilize this same interface via a remote connection.
		Cardinal	User Interface will be different from what the agency is currently using but the same functionality will remain.

A. Interface Responsibilities

- Contractor Team shall document the functional and technical Specifications for the interfaces.
- Contractor Team shall develop and Unit Test the interface.
- The State and Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The Contractor Teams shall construct test scripts and create any data needed to support testing the interfaces.

4.0 PRELIMINARY WORK PLAN

Task Name	Duration	Responsible Party	Delivery Date
DRED Parking Enforcement Management System	186 days		
IT Kickoff meeting	1 day	Cardinal + Client	12/7/2017
Onsite needs analysis	3 days	Cardinal	Not anticipated this will be needed.
Create plan with DNCR to add needed features	15 days	Cardinal + Client	12/18/2017 (The results of this plan will impact all future dates depending on the scope of those features.)
NH DMV	Contingent upon response from DMV	Cardinal + State DMV	Interface already in place.
Install TickeTrak Mobile on Handheld Devices	2 days	Cardinal	1/2/2018
Integration Testing	14 days	Cardinal	1/4/2018
Onsite Training	5 days	Cardinal + Client	2/5/2018
Acceptance Testing	22 days	Client + Cardinal	2/12/2018

1. LICENSE GRANT

Contractor hereby grants to the State a limited, non-exclusive, non-transferable license to use the Services, Software and Documentation solely in accordance with Contractor's specifications and limitations as set forth in this Contract. The State hereby grants to Contractor a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by the State solely as necessary for **Contractor** to provide the Services for the State's benefit, which may include use of the State's name, trademarks, service marks and logo.

2. DOCUMENTATION COPIES

Contractor shall provide the State with a sufficient number of hard copy versions of the Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by Contractor on such copies.

3. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:
    a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
    b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
    c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the AWO Software, including any and all derivatives and modifications thereto, shall remain with Contractor. Title, right, and interest (including all ownership and intellectual property rights) in any other software provided by Contractor shall remain with the respective software publisher.

5. VIRUSES

Contractor shall use industry standard anti-virus software in order to provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

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

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

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

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

If Contractor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Contractor may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Material and refund a prorated portion of all fees the State and/or customer/end-users has paid Contractor under the Contract for the affected Material and the remainder of the then-current term. Contractor will not indemnify the State if the State alters the Material without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Contractor without Contractor's consent.

1. WARRANTIES

1.1 System

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

1.2 Software

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

    (a) the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

    (b) the re-performance of the deficient Services, or

    (c) if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Services

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

2. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and shall remain in effect until the conclusion or termination of this contract and any extensions, except for the warranty for non-infringement, which shall remain in effect indefinitely.

Rest of page intentionally left blank.

1. TRAINING SERVICES

For purposes of this Exhibit L, all references to "you," or "your," shall mean the State, and all references to "we," "our," or "us," shall mean Contractor.

1.1 Initial Training:

Contractor will provide an on-site training visit for all staff including field staff, headquarters staff, IT Staff, financial staff, etc. The on-site training will include hands-on training intended as a train the trainer type training. All training is customized and covers specific subject matter, including but not limited to the following:

- Extensive training on the hand-held ticketing units including simple maintenance, issuing a citation, reviewing a citation, printing a citation, taking images, and uploading citations, printing citation reports, etc.
- Overview of software including setting up new staff with specific permissions, uploading citations, appealing citations and processing appeals, voiding citations, processing payments, adding scofflaws, adding skeletal tickets, correcting citations with errors, adding owner information, assessing late fees, processing notices, etc.
- Data maintenance;
- Accessing reports;
- Creating user defined ad-hoc reporting as well as "canned" reports;
- Business rules functionality;
- Accessing and interpreting reports;
- Inventory management and data management.

The State will work with Contractor to define detailed training curriculum as needed on an annual basis. Training will be customized according to the Agencies needs at that time.

1.2 Ongoing Training – Term of Contract

To help support new or seasonal staff and to assist with "refresher training", Contractor will ensure maximum knowledge of the system by providing the following:

- Spring refresher web-ex with overview of issuing citations and overview of software to include any new aspects of the software.
  - Super user web-ex training to include the following:
    - Overviews of all applications utilized by staff
    - Accessing reports
    - Creating user defined as well as "canned" reports
    - Security Authorization Management
    - Financial Training use of the Report module to include:
      - Payment report
      - Receivable Activity Report
      - Returned Check Report
      - Aged Account Receivables
      - End of Day Transactions
      - Bankruptcy reports

- Time Payment Report
- Appeals Report
- Void Report
- Hold Report
- Reports Training on report/data extraction tools enabling queries of the database for information pertaining to system activity.

1.3 Super user web-ex training as needed:

- Overviews of all applications utilized by Park staff
- Accessing reports
- Creating user defined as well as "canned" reports
- Viewing park, region, Agency-wide data
- Security Authorization Management
- Financial Training use of the Report module to include:
  - Payment report
  - Receivable Activity Report
  - Returned Check Report
  - Aged Account Receivables
  - End of Day Transactions
  - Bankruptcy reports
  - Time Payment Report
  - Appeals Report
  - Void Report
  - Hold Report
- Reports Training - report/data extraction tools enabling queries of the database for information pertaining to system activity.

NH DEPARTMENT OF CULTURAL AND NATURAL RESOURCES RFP 2017-053, with all included addenda, are included by reference as binding Deliverables to this Contract.

Rest of page intentionally left blank.

Cardinal Tracking, Inc., Proposal to Department of Resources and Economic Development RFP 2017-053 NH State Parks Enterprise Reservation System dated May 4, 2017 is hereby incorporated by reference as fully set forth herein.

Rest of page intentionally left blank.

Attached are:

    A. Contractor's Certificate of Good Standing
    B. Contractor's Certificate of Vote/Authority
    C. Contractor's Certificate of Insurance

Rest of page intentionally left blank.

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 CARDINAL TRACKING, INC. is a Texas Profit Corporation registered to transact business in New Hampshire on February 01, 2002. 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: **397036**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of November A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, _Rhonda Timmons_ , do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of _Cardinal Tracking, Inc._ .
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on _11/27/2017_ :
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services,   , for the provision of

_____ services.

RESOLVED: That the _President, CEO_
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the _27TH_ day of _November_, 20_17_.
(Date Contract Signed)

4. _Steve Leuschner_ is the duly elected _President, CEO_

(Name of Contract Signatory)   (Title of Contract Signatory)

of the Corporation.

_____
(Signature of Clerk of the Corporation)
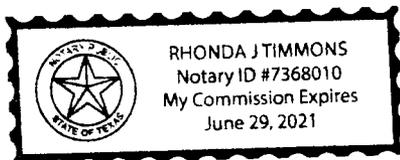
STATE OF TEXAS

County of _Denton_

The forgoing instrument was acknowledged before me this _27TH_ day of _November_ 20 _17_.

By _Rhonda J_ .
(Name of Clerk of the Corporation)

Rhonda J. Timmons
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _6/29/2021_

RHONDA J TIMMONS
Notary ID #7368010
My Commission Expires
June 29, 2021

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
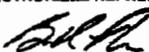
PRODUCER	CONTACT NAME:	Tonya Ragsdale	
IBTX 6363 N. State Highway 161, Ste. 100 Irving TX 75038	PHONE (A/C, No, Ext): (214) 989-7100	FAX (A/C, No): (214) 596-9030	
	E-MAIL ADDRESS: service@ib-tx.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
INSURED Cardinal Tracking and Management Systems, Inc. 1825 Lakeway Dr., Ste. 100 Lewisville TX 75057	INSURER B: Great Northern Insurance Co.		20303
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES   CERTIFICATE NUMBER: Cert ID 24053   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			3603-35-60	2/27/2017	2/27/2018	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
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7359-28-54	2/27/2017	2/27/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			7989-58-76	2/27/2017	2/27/2018	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
	DED RETENTION $						P&A Injury Agg.	$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7175-49-26	2/27/2017	2/27/2018	X PER STATUTE 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
A	Professional Liability			3603-35-60	2/27/2017	2/27/2018	Aggregate	$ 1,000,000
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile policies include a blanket automatic additional insured endorsement [80-02-2367 05/07 & 16020292 4/11] that provides this feature only when there is a written contract with named insured that requires such status. Primary Non-Contributory applies per attached [80022367 05/07] General Liability, Automobile, and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement [80022000 04/01, WC000313 4/84 & 16020292 04/11] that provides this feature only when there is a written contract with the named insured that requires such status. Cancellation see attached [80029791 04/13, 16020306 5/11 & 420601 7/84]. Umbrella Liability policy follows form.

CERTIFICATE HOLDER	CANCELLATION
Department of Natural and Cultural Resources-DNCR 172 Pembroke Rd 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

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD