



# State of New Hampshire Department of Revenue Administration

109 Pleasant Street  
PO Box 457, Concord, NH 03302-0457  
Telephone 603-230-5005  
www.nh.gov/revenue



John T. Beardmore  
Commissioner

Lindsey M. Stepp  
Assistant Commissioner

May 3, 2017

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

### REQUESTED ACTION

1. Authorize the Department of Revenue Administration (DRA) to enter into a **sole source** contract with FairFax Imaging, Inc., (Fairfax) a Virginia Corporation, (Vendor 219548), Tampa, FL., in an amount not to exceed \$268,800. This contract is for the procurement of onsite consulting and development services to upgrade our existing document imaging and electronic remittance software from Quick Modules version 3.0 to Quick Modules version 5.0. The contract will be effective from May 17, 2017, or upon Governor and Council approval, through June 30, 2018.  
**100% General Funds.**
  
2. Further authorize that a contingency in the amount of \$30,000 be approved to provide for additional unanticipated service charges provided, bringing the total to \$298,800.

This contract is **100% General Funds** and will be funded by both DRA and Department of Information Technology (DoIT). DRA's portion will cover the costs for implementation services, while DoIT will cover the software required. Funding is as follows.

CAT# - DEPT# - AGENCY# - ACTIVITY# - ACCOUNTING UNIT# - DEPT NAME - CLASS # - ACCOUNTING UNIT # - DESCRIPTION	FY 17
01 - 03 - 03 - 030010 - 76840000DoIT - IT for DRA - 038 - 500177 - Technology - Software	\$148,500.00
01 - 03 - 03 - 030010 - 76840000DoIT - IT for DRA - 038 - 500175 Technology - Software	\$20,300.00
01 - 84 - 84 - COL840510 - 1501DPD - DRA - 103 -502664 - Contract for OP Services	\$130,000.00
<b>Total</b>	<b>\$298,800.00</b>

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

*Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

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

### EXPLANATION

This request is **sole source** due to the fact that Fairfax currently provides the document imaging and electronic remittance solution to the DRA. DRA currently owns the rights to Quick Modules 5.0 but will rely on Fairfax to convert a subset of forms from Quick Modules 3.0 to the new Quick Modules 5.0 platform. Fairfax will also provide knowledge transfer to both the DRA and the embedded DoIT Agency Software Division (ASD) staff. Quick Modules 5.0 represents the latest technology for automated data capture and validation by Fairfax.

The DRA issued RFP, 2011-015, DRA Document Processing and Remittance, in March 2011 and the Executive Council approved the contract with Fairfax on September 28, 2011. Fairfax provided DRA with an integrated Commercial off the Shelf (COTS) solution that provided document imaging, data extraction, and electronic remittance capabilities related to the processing of tax returns and payments. The contract was amended in December, 2013 to update the timeline for completion of contract deliverables, provide knowledge transfer to DoIT staff, and update additional tax forms.

This upgrade requires the expertise of Fairfax because Quick Modules 5.0 includes the latest technologies for automated data capture and validation. The upgrade also includes a new software infrastructure. Knowledge transfer is included and will allow the DoIT ASD staff to move forward with migrating the remaining forms to the new Quick Modules 5.0 platform. Upgrading the core document processing system will better position the DRA for future initiatives. Implementing to Quick Modules 5.0 will assist with the tax database modernization initiative that the DRA anticipates undertaking in FY2018 by utilizing current technology and reducing integration issues. Quick Modules 5.0 has been developed using the latest techniques and tools available for efficient handling of image recognition and remittance processing.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,



John T. Beardmore  
Commissioner of Revenue Administration



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

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

April 13, 2017

John T. Beardmore, Commissioner  
Department of Revenue Administration  
State of New Hampshire  
109 Pleasant Street  
Concord, NH 03301

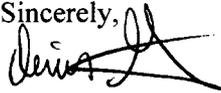
Dear Commissioner Beardmore:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract with Fairfax Imaging, Inc. a Virginia Corporation as described below and referenced as DoIT No. 2017-037.

This is a request to enter into a **sole source** contract for the procurement of onsite consulting and development of a document imaging and electronic remittance solution, move existing functionality and convert a subset of Quick Modules 3.0 forms to the new QM 5.0 platform. Fairfax will also provide knowledge transfer to both the business and the embedded staff.

The funding amount is not to exceed \$298,800, and the contract shall become effective from May 17, 2017 or upon Governor and Council approval through June 30, 2018.

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

Sincerely,  
  
Denis Goulet

DG/kaf  
DoIT #2017-037

cc: Karen Sampson, IT Manager, DoIT

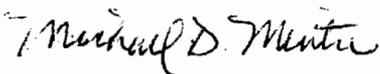
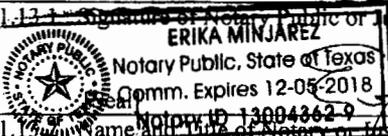
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street PO Box 457, Concord, NH 03302	
1.3 Contractor Name Fairfax Imaging, Inc.		1.4 Contractor Address 2005 Pan Am Circle Drive, Suite 110 Tampa, FL 33607	
1.5 Contractor Phone Number 703-802-1220 x103	1.6 Account Number 01-84-84-840510-1501-103 01-03-03-030010-7684-058	1.7 Completion Date 6/30/18 <i>MDM</i> <del>December 31, 2017</del>	1.8 Price Limitation <del>268,800</del> 298,800 <i>MDM</i>
1.9 Contracting Officer for State Agency John Beardmore, Commissioner		1.10 State Agency Telephone Number (603)230-5006	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MICHAEL D. MINTEL VP, SALES & MARKETING	
1.13 Acknowledgement: State of <i>TX</i> , County of <i>Rockwall</i> On <i>April 06, 2017</i> , 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 			
1.13.2 Name of Notary Public or Justice of the Peace <i>Erika Minjarez Notary</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John Beardmore, Comm., PRA Date: <i>5/4/17</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Jessie M. Grogan</i> On: <i>4/14/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
FAIRFAX 5.0 UPGRADE  
CONTRACT 2017-037 DRA Fairfax Imaging  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Department of Information Technology  
Contract Cover Sheet**

<b>Name of Agency/Division:</b> NH Department of Revenue	
<b>Contract Number/Name:</b> 2017-037 DRA Fairfax Imaging	
<b>Contract Purpose:</b> Upgrade Document Imaging and Electronic Remittance to Quick Modules V 5.0	
<b>Name of Vendor:</b> Fairfax, Inc	<b>Who Negotiated the Contract:</b>
<b>Amount of Contract:</b> \$298,800	<b>Funding Source:</b>
<b>Term of Contract:</b>	<b>Is this an amendment?</b> No
<b>Competitive Bid Process:</b> (Explain if "No") No, the FairFax Document Imaging and Electronic Remittance System is the DRA's current standard. The Current scope of this project is to move the existing functionality and a subset of forms from Quick Modules 3.0 to the QM 5.0 platform. The contract includes knowledge transfer in order that embedded DoIT staff can continue with the remaining tax forms. Major version upgrade requiring new virtual infrastructure and changes to developement techniques.	
<b>Background Information:</b>	
<b>Special Concerns:</b>	
<b>Amendment History (if applicable):</b>	
<b>Submitted By:</b>	<b>Current Date:</b>
<b>Phone:</b>	<b>Email:</b>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
FAIRFAX 5.0 UPGRADE  
CONTRACT 2017-037 DRA Fairfax Imaging  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**TERMS AND DEFINITIONS**

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF REVENUE ADMINISTRATION  
FAIRFAX 5.0 UPGRADE  
CONTRACT 2017-037 DRA Fairfax Imaging  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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

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

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

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

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	and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Revenue Administration 109 Pleasant Street Concord, NH 03302
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>SubContractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with

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

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Revenue Administration (“State” or “DRA”), and Fairfax Imaging, Inc (“Fairfax”), a Virginia Corporation having a principal place of business at 2005 Pan Am Circle Drive, Suite 110, Tampa, FL 33607.

**RECITALS**

The State desires to have Fairfax provide project management, development, training, technical support and associated Services for the State;

Fairfax wishes to provide an update Quick Modules 5.0 platform for the current document imaging and electronic remittance application.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (2017-037) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Maintenance and Support Services
  - Exhibit H- Requirements
  - Exhibit I- Work Plan
  - Exhibit J- Software License and Related Terms
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training Services
  - Exhibit M- Not Used
  - Exhibit N- Fairfax Proposal
  - 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. State of New Hampshire, Department of Revenue Administration Contract Agreement 2017-037, including Parts 1, 2, and 3.

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**2. CONTRACT TERM**

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

The Contract shall begin on the Effective Date and extend through June 30, 2018. The Term may be extended up to 6 (six) months, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

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

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

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

**3.2 NON-EXCLUSIVE CONTRACT**

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

**4. CONTRACT MANAGEMENT**

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

**4.1 THE VENDOR’S CONTRACT MANAGER**

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

Michael Minter  
VP, Sales and Marketing  
2005 Pan Am Circle Drive, Suite 110

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Tampa, Florida 33607  
Tel: 703-802-1220 ext 103  
Email: mminter@ffximg.com

**4.2 THE VENDOR'S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

Fairfax shall assign a Project Manager who meets the requirements of the Contract. Fairfax's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Fairfax Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Fairfax'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** Fairfax 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 Fairfax's representative for all administrative and management matters. Fairfax's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. Fairfax's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State or Fairfax's Project Manager must work diligently and use his/ her best efforts on the Project.

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

**4.2.5** Fairfax Project Manager is:  
Carla Wurster  
Project Manager  
2005 Pan Am Circle, Suite 110  
Tampa, FL 33607

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Office (813) 440-4528 Ext 1037  
Cell (585) 329-4791  
[carla.wurster@ffximg.com](mailto:carla.wurster@ffximg.com)

**4.3 Fairfax KEY PROJECT STAFF**

- 4.3.1** Fairfax shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on Fairfax Key Project Staff. The State reserves the right to require removal or reassignment of Fairfax’s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.
- 4.3.2** Fairfax shall not change any Fairfax Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Fairfax Key Project Staff will not be unreasonably withheld. The replacement Fairfax Key Project Staff shall have comparable or greater skills than Fairfax Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,
- 4.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Fairfax in default and to pursue its remedies at law and in equity, if Fairfax fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Fairfax’s replacement Project staff.

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**4.4 STATE CONTRACT MANAGER**

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

Lindsey M. Stepp  
Assistant Commissioner  
109 Pleasant Street, PO Box 457  
Concord, NH 03302-0457  
Tel (603) 230-5006  
Lindsey.Stepp@dra.nh.gov

**4.5 STATE PROJECT MANAGER**

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

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

The State Project Manager is:

Roger Marchand  
Project Manager  
NH Department of Revenue Administration  
109 Pleasant Street, PO Box 457  
Concord, NH 03302-0457  
Tel (603) 230-5074  
Roger.marchand@dra.nh.gov

**4.6 REFERENCE AND BACKGROUND CHECKS**

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

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**5. DELIVERABLES**

**5.1 FAIRFAX RESPONSIBILITIES**

Fairfax 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.

Fairfax may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. Fairfax must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider Fairfax 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**

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

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

After receiving written Certification from Fairfax 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 Fairfax in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Fairfax's written Certification. If the State rejects the Deliverable, the State shall notify Fairfax of the nature and class of the Deficiency and Fairfax shall correct the Deficiency within the period identified in the Work Plan. If no period for Fairfax's correction of the Deliverable is identified, Fairfax 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 Fairfax of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Fairfax fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Fairfax to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Fairfax in default, and pursue its remedies at law and in equity.

**5.4 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE**

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

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**6. SOFTWARE**

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

**7. SERVICES**

Fairfax 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**

Fairfax 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**

Fairfax 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**

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

**7.4 TRAINING SERVICES**

Fairfax 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**

Fairfax 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**

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

**8. WORK PLAN DELIVERABLE**

Fairfax 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*. Fairfax 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

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Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State or delays caused by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Fairfax from liability to the State for damages resulting from Fairfax'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, Fairfax must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Fairfax 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 Fairfax 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 Fairfax's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

**9. CHANGE ORDERS**

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

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

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**10. INTELLECTUAL PROPERTY**

**10.1 SOFTWARE TITLE**

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

**10.2 STATE'S DATA AND PROPERTY**

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

**10.3 FAIRFAX'S MATERIALS**

In accordance with the provision of this Contract, Fairfax shall not distribute any products containing or disclose any State Confidential Information. Fairfax 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 Fairfax employees or third party consultants engaged by Fairfax.

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

**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

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

**10.5 CUSTOM SOFTWARE SOURCE CODE**

Should any custom source code (user exits) be developed, Fairfax shall provide the State with a copy of the code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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**10.6 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, Fairfax 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*). Fairfax 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 Fairfax's performance under the Contract.

**11.2 STATE CONFIDENTIAL INFORMATION**

Fairfax shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Fairfax 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. Fairfax shall immediately notify the State if any request, subpoena or other legal process is served upon Fairfax regarding the State Confidential Information, and Fairfax 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, Fairfax 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 FAIRFAX CONFIDENTIAL INFORMATION**

Insofar as Fairfax seeks to maintain the confidentiality of its confidential or proprietary information, Fairfax must clearly identify in writing all information it claims to be

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confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Fairfax considers the Software and Documentation to be Confidential Information. Fairfax 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 Fairfax as confidential, the State shall notify Fairfax and specify the date the State will be releasing the requested information. At the request of the State, Fairfax shall cooperate and assist the State with the collection and review of Fairfax's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Fairfax's sole responsibility and at Fairfax's sole expense. If Fairfax 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 Fairfax, without any liability to Fairfax.

**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 Fairfax shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

**12.2 FAIRFAX**

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

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

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**12.3 STATE'S IMMUNITY**

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

**12.4 SURVIVAL**

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

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 TERMINATION FOR DEFAULT**

Any one or more of the following acts or omissions of Fairfax 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 Fairfax 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 Fairfax fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Fairfax 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 Fairfax 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 Fairfax during the period from the date of such notice until such time as the State determines that Fairfax has cured the Event of Default shall never be paid to Fairfax.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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

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**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 Fairfax. In the event of a termination for convenience, the State shall pay Fairfax 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, Fairfax 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 Fairfax 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 Fairfax, the State shall be entitled to pursue the same remedies against Fairfax as it could pursue in the event of a default of the Contract by Fairfax.

**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 Fairfax 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, Fairfax shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent

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required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Fairfax and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Fairfax has surrendered to the State all said property.

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

15.1 Fairfax 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 Fairfax shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubFairfaxes, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Fairfax of any of its obligations under the Contract nor affect any remedies available to the State against Fairfax that may arise from any event of default of the provisions of the contract. The State shall consider Fairfax 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 Fairfax from assigning the Contract to the successor of all or substantially all of the assets or business of Fairfax provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Fairfax should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with Fairfax, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Fairfax, its successors or

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assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Fairfax, 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**

<b>LEVEL</b>	<b>Fairfax</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Carla Wurster Fairfax Imaging, Project Manager	Roger Marchand State Project Manager (PM)	5 Business Days
<b>First</b>	Donna Castello VP of Product Delivery	Lindsey M. Stepp Assistant Commissioner	10 Business Days
<b>Second</b>	Steve Chahal, President	John T. Beardmore 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. REQUIRED WORK PROCEDURES**

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

**17.1 COMPUTER USE**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems,

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equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), Fairfax 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 Fairfax access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Fairfax 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 Fairfax 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 Fairfax. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Fairfax 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.” Fairfax understand and agree that use of email shall follow State standard policy (available upon request).

**17.3 INTERNET/INTRANET USE**

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

**17.4 REGULATORY GOVERNMENT APPROVALS**

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

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**18. GENERAL PROVISIONS**

**18.1 INSURANCE CERTIFICATE**

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

**18.2 EXHIBITS**

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

**18.3 VENUE AND JURISDICTION**

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

**18.4 SURVIVAL**

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

**18.5 FORCE MAJEURE**

Neither Fairfax 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 Fairfax's inability to hire or provide personnel needed for Fairfax's performance under the Contract.

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**18.6 NOTICES**

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

**TO FAIRFAX:**

MIKE MINTER  
2005 PAN AM CIRCLE DRIVE,  
SUITE 110  
TAMPA, FL33607  
TEL: (703-802-1220

**TO STATE:**

STATE OF NEW HAMPSHIRE  
Department of Revenue Administration  
109 Pleasant Street, PO Box 347  
Concord, NH 03302-0457  
TEL: (603) 230-5006  
ATTN: John T. Beardmore, Commissioner

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**CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

**Project Overview**

The general scope of the project is to move the existing functionality and a subset of forms which are resident in Quick Modules 3.0 to the QM 5.0 platform.

**General Project Assumptions**

1. Fairfax will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Meeting Minutes, and other documents used in the management and tracking of the project. The State of New Hampshire and Fairfax Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Fairfax shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Fairfax shall provide the State with resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
3. The Deliverables are set forth in the Schedule described below in Section 2: *Deliverables, Milestones, and Activities Schedule*, and as more fully described in Contract Agreement – Part 3, Exhibit N: *Fairfax Proposal*. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables is set forth in Contract Agreement – Part 3, Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	6/1/17
2	Project Management Documents (Project Plan, Communications and Change Management Plan, Software Change Control Process, etc)	Written	6/5/17
3	Application Analysis/Design Document including Software Design and System Interface Plan	Written	7/10/17
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	6/1/17
5	Communications and Change Management Plan	Written	6/5/17
6	Requirements Traceability Matrix	Written	7/10/17
7	Testing Plan	Written	9/18/17
8	Deployment Plan	Written	12/28/17
9	Comprehensive Training Plan and Curriculum	Written	11/27/17
10	Knowledge Transfer Plan	Written	11/27/17
11	Documentation of Operational Procedures	Written	11/27/17
<b>INSTALLATION</b>			
12	Provide Software Licenses	Written	7/3/17
13	Provide Software Installed, Configured, and Operational on DEV servers to Satisfy State Requirements	Software	7/10/17
14	Provide Software Installed, Configured, and Operational on Test servers to Satisfy State Requirements	Software	7/10/17

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15	Provide Software Installed, Configured, and Operational on Production servers to Satisfy State Requirements	Software	7/10/17
16	Configure and Develop Fairfax 5.0 Modules	Software	8/29/17
<b>TESTING</b>			
17	Conduct Unit and System Testing	Non-Software	9/29/17
18	Conduct Integration Testing	Non-Software	10/16/17
19	Conduct User Acceptance Testing	Non-Software	11/27/17
20	User Acceptance Testing Sign-off	Written	12/18/17
21	Perform Production Tests	Non-Software	1/3/18
22	Conduct System Performance (Load/Stress) Testing	Non-Software	1/10/18
23	Certification of 3 <sup>rd</sup> -OWASP and Application Vulnerability Scanning.	Non-Software	11/27/17
<b>SYSTEM DEPLOYMENT</b>			
24	Conduct Training/Knowledge Transfer	Non-Software	11/27/17
25	Production Environment Readiness(Go-Live)	Non-Software	1/4/18
26	Project Status Reports	Written	ongoing
27	Provide User Documentation	Written	ongoing
<b>OPERATIONS</b>			
28	Ongoing Support & Maintenance	Software	1/15/18
29	Conduct Project Exit Meeting	Non-Software	1/11/18

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**PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$298,800 for the period between the Effective Date through 06/30/2018. Fairfax shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Fairfax to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table 1.2 : Proposed Vendor Staff, Resource Hours and Rates Worksheet**

	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	
2	Project Management Documents (Project Plan, Communications and Change Management Plan, Software Change Control Process, etc)	Written	
3	Application Analysis/Design Document including Software Design and System Interface Plan	Written	\$53,760
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	
5	Communications and Change Management Plan	Written	
6	Requirements Trace ability Matrix	Written	
7	Testing Plan	Written	
8	Deployment Plan	Written	
9	Comprehensive Training Plan and Curriculum	Written	
10	Knowledge Transfer Plan	Written	
11	Documentation of Operational Procedures	Written	
<b>INSTALLATION</b>			
12	Provide Software Licenses	Written	
13	Provide Software Installed, Configured, and Operational on DEV servers to	Software	

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	Satisfy State Requirements		
14	Provide Software Installed, Configured, and Operational on Test servers to Satisfy State Requirements	Software	
15	Provide Software Installed, Configured, and Operational on Production servers to Satisfy State Requirements	Software	\$53,760
16	Configure and Develop Fairfax 5.0 Modules	Software	
<b>TESTING</b>			
17	Conduct Unit and System Testing	Non-Software	
18	Conduct Integration Testing	Non-Software	
19	Conduct User Acceptance Testing (Milestone due upon start of UAT)	Non-Software	\$40,320
20	User Acceptance Testing Sign-off	Non-Software	\$93,760
21	Perform Production Tests	Non-Software	
22	Conduct System Performance (Load/Stress) Testing	Non-Software	
23	Certification of -OWASP and Application Vulnerability Scanning.	Non-Software	
<b>SYSTEM DEPLOYMENT</b>			
24	Conduct Training/Knowledge Transfer	Non-Software	\$27,200
25	Production Environment Readiness(Go-Live)	Non-Software	
26	Project Status Reports	Written	
27	Provide User Documentation	Written	
<b>OPERATIONS</b>			
28	Ongoing Support & Maintenance	Software	
29	Conduct Project Exit Meeting	Non-Software	
		Sub Total:	\$268,800
	Additional costs for unforeseen change orders (not to exceed)		\$30,000
		Grand Total:	\$298,800

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**PRICE AND PAYMENT SCHEDULE**

**1.2 Proposed Vendor Staff, Resources, Hours and Rates Worksheet**

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

**Table 1.3 : Proposed Vendor Staff, Resource Hours and Rates Worksheet**

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Manager	Carla Wurster	80	410	70	\$ 185.00	\$ 103,600
Business Analyst	TBD	80	330	0	\$ 170.00	\$ 69,700
Engineer	TBD		220	0	\$ 170.00	\$ 37,400
Installer (Engineer)	TBD		80	0	\$ 135.00	\$ 10,800
Trainer	TBD		160	0	\$ 170.00	\$ 27,200
Quality Assurance staff	TBD		134	0	\$ 150.00	\$ 20,100
<b>TOTALS</b>		<b>160</b>	<b>1,334</b>	<b>70</b>		<b>\$ 268,800</b>

**1.3 Additional Services Pricing**

Fairfax Imaging, Inc. will invoice the DRA for additional services provided under approved Change orders, within the Scope of Work, contained within Exhibit A: Contract Deliverables, up to and not to exceed amount of \$30,000.

*7/10/17*

**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 ~~\$268,800~~ <sup>298,800</sup> ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Fairfax for all fees and expenses, of whatever nature, incurred by Fairfax 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**

Fairfax 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. Fairfax shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must

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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. Invoices shall be sent on the first of the month for the ensuing month of service.

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:

Roger Marchand  
Project Manager  
NH Department of Revenue Administration  
109 Pleasant Street, PO Box 457  
Concord, NH 03302-0457

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Fairfax Imaging, INC.  
2005 Pan Am Circle Drive, Suite 110  
Tampa, FL 33607

**5. OVERPAYMENTS TO FAIRFAX IMAGING, INC.**

Fairfax 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 Fairfax's invoices with appropriate information attached.

**7. PROJECT HOLDBACK**

N/A

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**SPECIAL PROVISIONS**

Not applicable.

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**EXHIBIT D**  
**ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

Fairfax must assume all reasonable travel and related expenses for up to fifteen (15 trips) as part of the contracted price. 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 Fairfax 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 Fairfax to perform its obligations under the Contract.

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

Fairfax shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, Fairfax shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract 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**

Fairfax 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*.

Fairfax 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. Fairfax 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

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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. Fairfax 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 Fairfax'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**

Fairfax 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 Fairfax shall maintain records pertaining to the Services and all other costs and expenditures.

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**EXHIBIT E**  
**IMPLEMENTATION SERVICES**

**1. STATE MEETINGS AND REPORTS**

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

Fairfax 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 Fairfax 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 Fairfax 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 Fairfax shall serve as the basis for discussion.
- 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 Fairfax 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 Fairfax 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 Fairfax's responsibility.

The Fairfax Project Manager or Fairfax 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 Fairfax'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. Fairfax shall produce Project status reports, which shall contain, at a minimum, the following:

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

As reasonably requested by the State, Fairfax shall provide the State with information or reports regarding the Project. Fairfax shall prepare special reports and presentations relating to Project Management, and

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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**

Fairfax shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan. Fairfax and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Fairfax 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.

Fairfax shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

Fairfax 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.

Fairfax shall adopt an Implementation time-line aligned with the State's required time-line.

### **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.

#### **2.2.1 Project Infrastructure**

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

#### **2.2.2 Implementation**

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 State's schedule.

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Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

**2.2.3 Change Management and Training**

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

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**TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

Fairfax and NH DRA shall bear responsibilities for the full suite of Test Planning and preparation throughout the Project for all system enhancements as set forth in Exhibit N, *Fairfax Proposal*. Fairfax will also provide training as necessary to the State staff responsible for test activities. Fairfax 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, 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.

NH DRA will be responsible for providing all test cases and materials for testing.

In addition, Fairfax 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. Fairfax shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

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

NH DRA will be responsible for preparation of test variants, test scenarios, test cases, test scripts and test data.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Fairfax's Project Manager's Certification, in writing, that Fairfax's own staff has successfully executed all prerequisite Fairfax testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

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

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and ready for State testing. The testing will be conducted by the State in an environment independent from Fairfax’s development environment. Fairfax must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

Fairfax must demonstrate that their testing methodology can be integrated with the State standard methodology.

**1.2 Unit Testing**

In Unit Testing, Fairfax shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The Fairfax developer and/or QA staff, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

<b>Activity Description</b>	Execute the test scripts needed to unit test individual application modules, interface(s) and conversion components.
<b>Fairfax Team Responsibilities</b>	For application modules, conversions and interfaces the Fairfax team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
<b>Work Product Description</b>	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

**1.3 Installation Testing**

In Installation Testing, the application enhancements are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

**1.4 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.

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The Fairfax's Project Manager must certify in writing, that the Fairfax's own staff has successfully executed all prerequisite Fairfax testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Fairfax has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Fairfax that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

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

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

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>Fairfax Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts provided by NH DRA for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Create test cases, scripts and test data sets used for all testing.</li> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance Test results.</li> <li>• Work jointly with Fairfax in determining the required actions for problem</li> </ul>

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	resolution. • Provide Acceptance of the validated Systems.
<b>Work Product Description</b>	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

### 1.5 Performance Tuning and Stress Testing

Fairfax shall develop and document hardware and Software configuration and tuning of the Quick Modules 5.0 infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the state owned infrastructure to support the updated software.

#### 1.5.1 Scope

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

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

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

#### 1.5.2 Test Types

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

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

#### 1.5.3 Tuning

Tuning will be Fairfax led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

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**1.5.4 Scheduling Performance and Stress Testing**

Fairfax shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Fairfax shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as not to damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

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During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

### **1.6 Regression Testing**

As a result, of the user testing activities, problems will be identified that require correction. The State will notify Fairfax of the nature of the testing failures in writing. Fairfax will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) Fairfax shall notify the State no later than five (5) business days from Fairfax's receipt of written notice of the test failure when Fairfax expects the corrections to be completed and ready for retesting by the State. Fairfax will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Fairfax based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  1. validate that the change/update has been properly incorporated into the program; and
  2. validate that there has been no unintended change to the other portions of the program.
- d.) Fairfax will be expected to:
  1. Use a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
  2. Use a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
  3. Manage the entire cyclic process.
- e.) Fairfax will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Fairfax will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Fairfax will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

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**1.7 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 have been 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.

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the System being moved into production Fairfax shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**1.8 Successful UAT Completion/System Acceptance.**

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

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**MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

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

**1.1 Fairfax's Responsibility**

Fairfax shall maintain the Application System in accordance with the Contract. Fairfax will not be responsible for maintenance or support for Software developed or modified by the State.

**1.1.1 Maintenance Releases**

Fairfax 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.

**2. SYSTEM SUPPORT**

**2.1 Fairfax's Responsibility**

Fairfax will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

Fairfax technical support shall be responded to as set forth in Exhibit N, Fairfax Proposal.

**3. SUPPORT OBLIGATIONS AND TERM**

**3.1** Fairfax shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

**3.2** Fairfax shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.

**3.3** For all maintenance Services calls, Fairfax 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.

**3.4** Fairfax 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.

**3.5** If Fairfax fails to correct a Deficiency within the allotted period of time stated in Part2, Section 5.3: Non-software and Written Deliverables Review and Acceptance, Fairfax 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 Contract Agreement – Part 1, Section 14: *Termination*.

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N/A  
See Attachment 1

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Fairfax's Project Manager and the State Project manager shall finalize the Work Plan within 5 days of the Effective Date and further refine the tasks required to implement the Project following completion of Detail Design. The elements of the preliminary Work Plan are documented in accordance with Fairfax's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Fairfax and State Project Managers.

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

In conjunction with Fairfax's Project Management methodology, which shall be used to manage the Project's life cycle, the Fairfax 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 Fairfax team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Fairfax's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

**1. ASSUMPTIONS**

**A. General**

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Contract.
- 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.
- Fairfax shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**B. Logistics**

- The Fairfax Team shall perform this Project at State facilities or Fairfax facilities..
- The Fairfax Team may perform work at a facility other than that furnished by the State, when practical, at their own expense.
- The Fairfax Team shall honor all holidays observed by Fairfax or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Fairfax Team, including PCs, Virtual Private Network (VPN) access, and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided.

**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.

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- The State shall provide the Fairfax Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- Fairfax will provide the State with access to a Project Folder 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 team members have access to the Project folder and granting either view or read/write privileges. Fairfax's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Fairfax and 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.
- Fairfax assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Project Schedule**

- Estimated deployment dates for specific system enhancements are listed Exhibit N- Fairfax Proposal

**E. Reporting**

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

**F. User Training**

- The Fairfax Team shall lead the development of the end-user training plan.
- The Fairfax Team shall lead the development of the knowledge transfer/technical training.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.
- The State is responsible for all test cases and testing materials used for user training.

**2. ROLES AND RESPONSIBILITIES**

**A. Fairfax Team Roles and Responsibilities**

**1) Fairfax Team Project Executive**

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

**2) Fairfax Team Project Manager**

The Fairfax 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 Fairfax

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Implementation Team. The Fairfax 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 Fairfax Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Fairfax 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.

**3) Fairfax Team Analysis**

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

- Confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

**4) Fairfax Team Tasks**

The Fairfax team shall assume the following tasks:

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

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- Development and Documentation of installation procedures; and
- Execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

**B. State Roles and Responsibilities**

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

**1) State Project Manager**

The State Project Manager shall work side-by-side with the Fairfax Project Manager. The role of the State Project Manager is to manage State resources, 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 Fairfax team;
- Assist the Fairfax 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 Fairfax Project Manager of any urgent issues if and when they arise; and
- Assist the Fairfax team staff to obtain requested information if and when required to perform certain Project tasks.

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

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;

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- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Fairfax Software Solution and the business processes the application supports.

**3) State Testing Administrator**

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

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

**3. APPLICATION MODIFICATION**

To more fully address the State's requirements, the Fairfax Team shall implement the enhancements as set forth in Exhibit N, Fairfax Statement of Work.

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**4. PRELIMINARY WORK PLAN**

The following Table 5.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 5.1: High Level Preliminary NH Project Plan**

Task Name	Duration	Start	Finish	Predecessors	Resource Names
<b>NHDOR 5.0 Upgrade</b>	<b>162 days</b>	<b>Mon 5/1/17</b>	<b>Tue 12/12/17</b>		
<b>Project Management Activities</b>	<b>3.25 days</b>	<b>Mon 5/1/17</b>	<b>Thu 5/4/17</b>		
Introductory Conference Call	1 hr	Mon 5/1/17	Mon 5/1/17		FFX PM,NHDOR PM
Provide Agenda for future Kick Off Meeting	1 hr	Mon 5/1/17	Mon 5/1/17	3	FFX PM
<b>Project Kick Off Meeting</b>	<b>1 day</b>	<b>Mon 5/1/17</b>	<b>Tue 5/2/17</b>		
Meeting Held	1 day	Mon 5/1/17	Tue 5/2/17	4	FFX PM
<b>Project Management Documents</b>	<b>2 days</b>	<b>Tue 5/2/17</b>	<b>Thu 5/4/17</b>		
Project Plan	1 day	Tue 5/2/17	Wed 5/3/17	6	FFX PM,NHDOR PM
Communications & Change Management Plan	6 hrs	Tue 5/2/17	Tue 5/2/17	6	FFX PM,NHDOR PM
Software Change Control Process Document	6 hrs	Tue 5/2/17	Tue 5/2/17	6	FFX PM,NHDOR PM
Risk and Issues Management Plan	6 hrs	Tue 5/2/17	Tue 5/2/17	6	FFX PM,NHDOR PM
Training Plan	2 days	Tue 5/2/17	Thu 5/4/17	6	FFX PM,NHDOR PM
Test Plan	2 days	Tue 5/2/17	Thu 5/4/17	6	FFX PM,NHDOR PM
<b>Analysis &amp; Design</b>	<b>33.88 days</b>	<b>Tue 5/2/17</b>	<b>Mon 6/19/17</b>	<b>6</b>	
Set Up Design Review Meeting	1 hr	Tue 5/2/17	Tue 5/2/17	6	FFX PM
Design Review Meeting Held	5 days	Mon 5/15/17	Fri 5/19/17	6,15	FFX BA,FFX PM,FFX SME,NHDOR PM,NHDOR SME,NHDOR IT
<b>Gather Customer Forms</b>	<b>1 day</b>	<b>Mon 5/8/17</b>	<b>Mon 5/8/17</b>		
Obtain Data Mapping rules from customer	1 day	Mon 5/8/17	Mon 5/8/17	6	FFX PM
Gather Form images from current Prod Env	1 day	Mon 5/8/17	Mon 5/8/17		FFX BA
<b>Design Documentation</b>	<b>20.13 days</b>	<b>Fri 5/19/17</b>	<b>Mon 6/19/17</b>	<b>16</b>	
Initiate Design Document - Draft	10 days	Mon 5/22/17	Fri 6/2/17	16	FFX BA

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FFX Internal review of Design Document - Draft	5 days	Mon 6/5/17	Fri 6/9/17	21	FFX BA,FFX PM,FFX Internal Review Board
Reiterative Design Specification Changes	2 days	Mon 6/12/17	Tue 6/13/17	22	FFX BA
Final Updates and deliver Design Document	2 days	Wed 6/14/17	Thu 6/15/17	23	FFX BA,FFX PM
Design Review	1 day	Fri 6/16/17	Fri 6/16/17	24	NHDOR PM
Deliver Final Design Document with updated changes	1 hr	Mon 6/19/17	Mon 6/19/17	25	FFX BA
Obtain Final Acceptance on Design Document	0 days	Fri 6/19/17	Fri 6/19/17		FFX PM
<b>Payment Milestone 1</b>	0 days	Fri 5/19/17	Fri 5/19/17		
<b>NHDOR Hardware Readiness</b>	<b>28 days</b>	<b>Mon 5/1/17</b>	<b>Wed 6/7/17</b>		
<b>Obtain Diagram for all environments</b>	<b>1 day</b>	<b>Mon 5/1/17</b>	<b>Mon 5/1/17</b>		<b>FFX PM,NHDOR PM</b>
Obtain Server Topology for	1 day	Mon 5/1/17	Mon 5/1/17		
<b>DEV: Servers and Storage Ready (VM)</b>	<b>13 days</b>	<b>Mon 5/22/17</b>	<b>Wed 6/7/17</b>		
New Dev Environment Built	5 days	Mon 5/22/17	Fri 5/26/17	27	NHDOR IT
Installation Checklist Documentation	1 day	Mon 5/29/17	Mon 5/29/17	33	FFX BA
Schedule Install Dates with Customer	1 day	Tue 5/30/17	Tue 5/30/17	34	FFX PM
Set up Environment system install	1 day	Wed 5/31/17	Wed 5/31/17	35	FFX PM
QM Software Install on Dev	5 days	Thu 6/1/17	Wed 6/7/17	36	FFX Installer
<b>Payment Milestone 2</b>	0 days	Wed 6/7/17	Wed 6/7/17	37	
<b>Test: Servers and Storage Ready (VM)</b>	<b>13 days</b>	<b>Mon 5/22/17</b>	<b>Wed 6/7/17</b>		
New Test Environment Built	5 days	Mon 5/22/17	Fri 5/26/17	27	NHDOR IT
Installation Checklist Documentation	1 day	Mon 5/29/17	Mon 5/29/17	40	FFX BA
Schedule Install Dates with Customer	1 day	Tue 5/30/17	Tue 5/30/17	41	FFX PM
Set up Environment system install	1 day	Wed 5/31/17	Wed 5/31/17	42	FFX PM
QM Software Install on Test	5 days	Thu 6/1/17	Wed 6/7/17	43	FFX Installer
<b>PROD Servers and Storage Ready (VM)</b>	<b>13 days</b>	<b>Mon 5/22/17</b>	<b>Wed 6/7/17</b>		
New Prod Environment Built	5 days	Mon 5/22/17	Fri 5/26/17	27	NHDOR IT
Installation Checklist	1 day	Mon	Mon	46	FFX BA

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Documentation		5/29/17	5/29/17			
Schedule Install Dates with Customer	1 day	Tue 5/30/17	Tue 5/30/17	47		FFX PM
Set up Environment system install	1 day	Wed 5/31/17	Wed 5/31/17	48		FFX PM
QM Software Install on Prod	5 days	Thu 6/1/17	Wed 6/7/17	49		FFX Installer
<b>Configuration &amp; Development</b>	<b>53 days</b>	<b>Thu 6/8/17</b>	<b>Mon 8/21/17</b>			
<b>QMS</b>	<b>14.13 days</b>	<b>Thu 6/8/17</b>	<b>Wed 6/28/17</b>			
Provide Production like Test Images and Test Batches of forms	10 days	Thu 6/8/17	Wed 6/21/17	37		NHDOR PM
Import TSI_CFG	1 hr	Thu 6/8/17	Thu 6/8/17	37		FFX BA
Import rule file	1 hr	Thu 6/8/17	Thu 6/8/17	37		FFX BA
Apply validation rules	5 days	Thu 6/8/17	Thu 6/15/17	27,37,55		FFX BA
Create workflows for solution	5 days	Thu 6/15/17	Thu 6/22/17	27,37,56		FFX BA
Create Business Rules	2 days	Thu 6/22/17	Mon 6/26/17	27,37,57		FFX BA
Create Queues (Qkey/Qbalance)	2 days	Mon 6/26/17	Wed 6/28/17	27,37,58		FFX BA
<b>Security</b>	<b>3 days</b>	<b>Wed 6/28/17</b>	<b>Mon 7/3/17</b>			
Configure Active Directory	1 day	Wed 6/28/17	Thu 6/29/17	59		FFX BA
Create Groups and Define Permissions based on Security Matrix	1 day	Thu 6/29/17	Fri 6/30/17	61		FFX BA
Define Workflow Permissions for Qkey & Qreview	1 day	Fri 6/30/17	Mon 7/3/17	62		FFX BA
<b>Quick Review</b>	<b>1 day</b>	<b>Wed 6/28/17</b>	<b>Thu 6/29/17</b>			
Create queues	1 day	Wed 6/28/17	Thu 6/29/17	59		FFX BA
<b>Forms Design</b>	<b>5 days</b>	<b>Thu 6/8/17</b>	<b>Wed 6/14/17</b>			
Import existing Forms from 3.0 current production	5 days	Thu 6/8/17	Wed 6/14/17	37		FFX BA
Configure and tune following forms	5 days	Thu 6/8/17	Wed 6/14/17	37		
Check.frm	5 days	Thu 6/8/17	Wed 6/14/17	37		FFX Forms Designer
Correspondence.frm	5 days	Thu 6/8/17	Wed 6/14/17	37		FFX Forms Designer
DP8_2013_1862_P1.frm	5 days	Thu 6/8/17	Wed 6/14/17	37		FFX Forms Designer
DP8_2013_1862_P2.frm	5 days	Thu 6/8/17	Wed 6/14/17	37		FFX Forms Designer
Envelope.frm	5 days	Thu 6/8/17	Wed 6/14/17	37		FFX Forms Designer

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RP10_2015_1862_P1.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
RP10_2015_1862_P2.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
RP10_2015_1862_P3.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
RP10_2015_1862_P4.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
RP10_2015_1862_P5.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
RP10ES_2016_1862_P1.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
RP2210_2015_1862_P1.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
RP2210_2015_1862_P2.frm	5 days	6/8/17 Thu	6/14/17 Wed	37	FFX Forms Designer
<b>IBML Input</b>	<b>1 day</b>	<b>Thu</b> <b>6/15/17</b>	<b>Thu</b> <b>6/15/17</b>		
Configure jobs	1 day	Thu 6/15/17	Thu 6/15/17	67	FFX BA
<b>Workflow Input</b>	<b>1 day</b>	<b>Fri</b> <b>6/16/17</b>	<b>Fri 6/16/17</b>		
Workflow input configuration	1 day	Fri 6/16/17	Fri 6/16/17	83	FFX BA
<b>Quick Enhance</b>	<b>1 day</b>	<b>Mon</b> <b>6/19/17</b>	<b>Mon</b> <b>6/19/17</b>		
Configure Enhance	1 day	Mon 6/19/17	Mon 6/19/17	85	FFX BA
<b>Quick Capture</b>	<b>1 day</b>	<b>Tue</b> <b>6/20/17</b>	<b>Tue</b> <b>6/20/17</b>		
Configure Capture	1 day	Tue 6/20/17	Tue 6/20/17	87	FFX BA
<b>Batch Integrity</b>	<b>5 days</b>	<b>Wed</b> <b>6/21/17</b>	<b>Tue</b> <b>6/27/17</b>		
Create Batch Integrity file	5 days	Wed 6/21/17	Tue 6/27/17	89	FFX BA
<b>Quick Workflow Monitor</b>	<b>3 days</b>	<b>Wed</b> <b>6/28/17</b>	<b>Fri 6/30/17</b>		
Configure WF Monitor	3 days	Wed 6/28/17	Fri 6/30/17	91	FFX Engineer
<b>DLN Burn</b>	<b>1 day</b>	<b>Mon</b> <b>7/3/17</b>	<b>Mon</b> <b>7/3/17</b>		
Configure DLN Burn	1 day	Mon 7/3/17	Mon 7/3/17	93	FFX Engineer
<b>Check 21</b>	<b>4 days</b>	<b>Tue</b> <b>7/4/17</b>	<b>Fri 7/7/17</b>		
Check 21 Rules & Configuration	2 days	Tue 7/4/17	Wed 7/5/17	95	FFX Engineer
Check Endorsement, timeframes of sending ICLS to bank	2 days	Thu 7/6/17	Fri 7/7/17	97	FFX Engineer
<b>Quick Output</b>	<b>10 days</b>	<b>Mon</b>	<b>Fri 7/21/17</b>		

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Configure Output	10 days	7/10/17	Mon	Fri 7/21/17	98	FFX Engineer
<b>Quick Web</b>	<b>4 days</b>	<b>7/24/17</b>	<b>Mon</b>	<b>Thu</b>		
Configure Quick Web	4 days	7/24/17	Mon	Thu 7/27/17	100	FFX Engineer
<b>Quick Reports</b>	<b>3.25 days</b>	<b>7/28/17</b>	<b>Fri</b>	<b>Wed</b>		
Import RPT file from 3.0 production	2 hrs	7/28/17	Fri	Fri 7/28/17	102	FFX Report Writer
Install 5.0 Standard Reports	2 hrs	7/28/17	Fri	Fri 7/28/17	104	FFX Report Writer
<b>Create Customer Reports</b>	<b>3 days</b>	<b>7/28/17</b>	<b>Fri</b>	<b>Wed</b>		
<b>Scanner Statistics</b>	<b>3 days</b>	<b>7/28/17</b>	<b>Fri</b>	<b>Wed</b>	<b>37</b>	<b>FFX Report Writer</b>
OpStats	1 day	7/28/17	Fri	Mon 7/31/17	104	FFX Report Writer
Supervisor Delete Review	1 day	7/31/17	Mon	Tue 8/1/17	108	FFX Report Writer
Deletion Pull by Delete Date	1 day	8/1/17	Tue	Wed 8/2/17	109	FFX Report Writer
<b>Quick Purge</b>	<b>0.5 days</b>	<b>6/28/17</b>	<b>Wed</b>	<b>Wed</b>		
Configure Quick Purge	4 hrs	6/28/17	Wed	Wed 6/28/17	91	FFX BA
<b>Customizations/User Development for 5.0</b>	<b>17 days</b>	<b>7/28/17</b>	<b>Fri</b>	<b>Mon</b>		
User Exits & Business Rules Development	1 day	7/28/17	Fri	Fri 7/28/17	102	FFX Engineer
Data Entry User Exit	2 days	7/31/17	Mon	Tue 8/1/17	114	FFX Engineer
Field rule User Exit	2 days	8/2/17	Wed	Thu 8/3/17	115	FFX Engineer
Router User Exit	2 days	Fri 8/4/17		Mon 8/7/17	116	FFX Engineer
IBML Input User Exit (IBML Input Module)	1 day	8/8/17	Tue	Tue 8/8/17	117	FFX Engineer
Enhance/Capture User Exit (2Dparsing)	2 days	8/9/17	Wed	Thu 8/10/17	118	FFX Engineer
Check 21Parse ACK User Exit	1 day	8/11/17	Fri	Fri 8/11/17	119	FFX Engineer
XML Output User Exit	2 days	8/14/17	Mon	Tue 8/15/17	120	FFX Engineer
QDBOutput User Exit	2 days	8/16/17	Wed	Thu 8/17/17	121	FFX Engineer
QDLNBurnNhDRA User Exit	2 days	8/18/17	Fri	Mon 8/21/17	122	FFX Engineer
<b>Testing - FFX QA</b>	<b>21 days</b>	<b>8/22/17</b>	<b>Tue</b>	<b>Tue</b>		
Provide Test Cases/Scenarios/Scripts	5 days	Tue		Mon	123	NHDOR PM,NHDOR

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		8/22/17	8/28/17		Tech Lead
Application testing (FFX Internal)	15 days	Tue 8/29/17	Mon 9/18/17	121,125	FFX QA
Go No Go UAT Decision	1 day	Tue 9/19/17	Tue 9/19/17	126	
<b>Training</b>	<b>26.25 days</b>	<b>Wed 9/20/17</b>	<b>Thu 10/26/17</b>		
Set up call to discuss Training Logistics	1 hr	Wed 9/20/17	Wed 9/20/17	127	FFX PM,FFX Trainer
Send out client training schedule	1 hr	Wed 9/20/17	Wed 9/20/17	129	FFX PM
Training Session - Administrators	5 days	Wed 9/20/17	Wed 9/27/17	130	FFX Trainer
Training Session - Users	5 days	Wed 9/27/17	Wed 10/4/17	131	FFX Trainer
Training Session - Development (QMS, Forms Design)	16 days	Wed 10/4/17	Thu 10/26/17	132	FFX Developer/FFX Trainer
Training Complete	0 days	Thu 10/26/17	Thu 10/26/17	133	
<b>UAT Testing</b>	<b>21.25 days</b>	<b>Thu 10/26/17</b>	<b>Fri 11/24/17</b>		
<b>Payment Milestone 3</b>	0 days	Thu 10/26/17	Thu 10/26/17	134	
User Acceptance Testing	20 days	Thu 10/26/17	Thu 11/23/17	134	NHDOR SME
Testing Complete / Ready for Production	1 day	Thu 11/23/17	Fri 11/24/17	137	NHDOR
Sign off from Customer	1 hr	Fri 11/24/17	Fri 11/24/17	138	FFX PM,NHDOR PM
Go No GO Production Migration Decision	1 hr	Fri 11/24/17	Fri 11/24/17	139	FFX PM,NHDOR PM
<b>Production Environment Readiness</b>	<b>8 days</b>	<b>Fri 11/24/17</b>	<b>Wed 12/6/17</b>		
Production Migration from Test	3 days	Fri 11/24/17	Wed 11/29/17	140	FFX Engineer
Volume Stress Testing	3 days	Wed 11/29/17	Mon 12/4/17	142	NHDOR IT,FFX Engineer
Clear out PROD, Environment Ready	2 days	Mon 12/4/17	Wed 12/6/17	143	FFX Engineer
<b>Final System Acceptance</b>	<b>2 days</b>	<b>Wed 12/6/17</b>	<b>Fri 12/8/17</b>		
Go Live	1 day	Wed 12/6/17	Thu 12/7/17	144	
Obtain Sign-off from Customer	1 day	Thu 12/7/17	Fri 12/8/17	146	FFX PM
<b>Payment Milestone 4</b>	0 days	Fri 12/8/17	Fri 12/8/17	147	
<b>Post Implementation Review</b>	<b>2 days</b>	<b>Fri 12/8/17</b>	<b>Tue 12/12/17</b>		
Document Lessons learned	1 day	Fri 12/8/17	Mon 12/11/17	147	FFX PM,NHDOR PM
Distribute to team members	1 day	Mon	Tue	150	FFX PM

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				12/11/17	12/12/17	
Post	Implementation	Review	0 days	Tue	Tue	
Complete				12/12/17	12/12/17	151

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**EXHIBIT J**  
**SOFTWARE LICENSE**

**1. LICENSE GRANT**

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, Fairfax hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

**2. SOFTWARE AND DOCUMENTATION COPIES**

Fairfax shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by Fairfax 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 Fairfax'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 Software, and its associated Documentation, shall remain with Fairfax.

**5. VIRUSES**

Fairfax shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Fairfax will use reasonable efforts to test the Software for viruses. Fairfax shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Fairfax shall provide a master copy for comparison with and correction of the State's copy of the Software.

**6. AUDIT**

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

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**7. SOFTWARE NON-INFRINGEMENT**

Fairfax 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, Fairfax shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies **Fairfax** in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives **Fairfax** control of the defense and any settlement negotiations; and
- c. Gives Fairfax 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 Fairfax believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Fairfax 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, Fairfax may end the license, and require return of the applicable Material and refund all fees the State has paid Fairfax under the Contract. Fairfax will not indemnify the State if the State alters the Material without Fairfax's consent or uses it outside the scope of use identified in Fairfax'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. Fairfax 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 Fairfax. Fairfax 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 Fairfax without Fairfax's consent.

**8. SOFTWARE ESCROW**

**8.1** **Fairfax** represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at Iron Mountain Intellectual Property Management, Inc. at 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA "Escrow Agent" as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). Fairfax Imaging, Inc. shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

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- 8.2 Fairfax** agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, Fairfax Imaging, Inc. shall provide the State with written verification that the Software has been deposited with the Escrow Agent.
- 8.3** The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):
- (a) **Fairfax** has made an assignment for the benefit of creditors;
  - (b) **Fairfax** institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
  - (c) A receiver or similar officer has been appointed to take charge of all or part of **Fairfax's** assets;
  - (d) **Fairfax** terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
  - (e) **Fairfax** ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.
- 8.4** In the event that Deposit Materials are released from escrow to the State, **Fairfax** hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of **Fairfax's** obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.
- 8.5 Fairfax** agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

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**EXHIBIT K**  
**WARRANTY AND WARRANTY SERVICES**

**1. WARRANTY**

**1.1 Services**

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

**1.2 Software**

Fairfax 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 Support and Maintenance warranty, the State's remedy, and Fairfax's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Fairfax cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Fairfax 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 Fairfax cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Fairfax for the deficient Services.

**1.3 Non-Infringement**

Fairfax 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**

Fairfax 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**

Fairfax warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Fairfax to correct Deficiencies or as an Enhancement, shall operate with the rest of the System.

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**WARRANTY AND WARRANTY SERVICES**

**1.6 Services**

Fairfax 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.

**1.7 Personnel**

Fairfax 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.

**1.8 Breach of Data**

Fairfax shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

**2. WARRANTY SERVICES**

Fairfax agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. Fairfax shall have available to the State on-call telephone assistance, with issue tracking available to the State, during business hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding State of New Hampshire and Fairfax Imaging holidays, with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. For all Warranty Service calls, Fairfax 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.
- f. Fairfax must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between

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**WARRANTY AND WARRANTY SERVICES**

- reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Fairfax no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event Fairfax fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare Fairfax in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Fairfax's product and receive a full refund for all amounts paid to Fairfax, including but not limited to, any applicable license fees within (90) days of notification to Fairfax of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement – Part 1, Section 14: *Termination*, the State's option to declare Fairfax in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

**3. WARRANTY PERIOD**

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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**EXHIBIT L**  
**TRAINING SERVICES**

To more fully address the State's requirements, the Fairfax Team shall implement the training as set forth in Exhibit N, Fairfax Proposal.

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**EXHIBIT N**  
**FAIRFAX PROPOSAL**

See Attachment 2 –Fairfax Proposal

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**EXHIBIT O**  
**CERTIFICATES**

Attached are:

- A.** Contractor's Certificate of Vote/Authority
- B.** Contractor's Certificate of Good Standing
- C.** Contractor's Certificate of Insurance
- D.** Attachment 1 – Exhibit H Requirements

Attachment 1: Project Requirements

Vendor Instructions	
<b>Vendor Response Column:</b>	Place a
<p>"Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can <b>only</b> be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).</p>	
<b>Criticality Column:</b>	
<p><b>(M)</b> Indicates a requirement that is "<b>Mandatory</b>". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal.</p> <p><b>(P)</b> Indicates a requirement which is "<b>Preferred</b>". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.</p> <p><b>(O)</b> Indicates a requirement which is "<b>Optional</b>". This requirement is considered by the State to be one which usefull or potentially usefull but not a central feature of the Project.</p>	
<b>Delivery Method Column:</b>	
<p>Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p><b>Standard</b> - Feature/Function is included in the proposed system and available in the current software release.</p> <p><b>Future</b> - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)</p> <p><b>Custom</b> - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).</p> <p><b>Not Available/Not Proposing</b> - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)</p>	
<b>Comments Column:</b>	
<p>For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.</p>	

INSTRUCTIONS

Attachment 1: Project Requirements

APPLICATION REQUIREMENTS					
State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>GENERAL SPECIFICATIONS</b>					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	YES	Standard	The system runs on standard Microsoft Windows OS using TCP/IP
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	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	YES	Standard	HTML5 will be available on all end-user applications in the next release.
<b>APPLICATION SECURITY</b>					
A2.1	Verify the <b>identity or authenticate</b> 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	
A2.2	Verify the <b>identity and authenticate</b> all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	YES	Standard	
A2.3	Enforce unique user names.	M	YES	Standard	Using the State's Active Directory.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	YES	Standard	Using the State's Active Directory.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M	YES	Standard	Using the State's Active Directory.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	YES	Standard	
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	YES	Standard	Using the State's Active Directory.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	YES	Standard	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	YES	Standard	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	YES	Standard	
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	YES	Standard	

2. APPLICATION -SOFTWARE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	YES	Standard	
A2.13	All logs must be kept for 90 days	M	YES	Standard	
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	YES	Standard	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	YES	Standard	
A2.16	The application Data shall be protected from unauthorized use when at rest	M	YES	Standard	
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	YES	Standard	
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	YES	Standard	
A2.19	Utilize change management documentation and procedures	M	YES	Standard	
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	YES	Standard	
<b>QMS</b>					
A3.1	Import existing TSI_CFG.INI file	M	YES	Standard	
A3.2	Import existing ValidationRules.xml	M	YES	Standard	
A3.3	Apply validation rules in 5.0 system	M	YES	Standard	
A3.4	Replicate existing workflows in the new system	M	YES	Standard	
A3.5	Create business rules	M	YES	Standard	

2. APPLICATION -SOFTWARE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A3.6	Import existing queues into new system. Following are the 40 we currently use: QIBMLInput, Qenhance, QBatchIntegrity, QCapture, QVirtualBatch, QBalanceRemittance, QKeyMoney1, QBalanceMiscMoney, QMiscKeyMoney1, QDLNBurn, QC21Fill, QXMLOutput1, QKeyMoney2Cat1, QKeyMoney2Cat2, QKeyMoney2Cat3, QKeyMoneyRett2, QKeyMoney2, QDBOutput, QXMLOutput2, QDLNBurn2, QDBFill, QKeyNoMoneyMR, QKeyBalDueCat1, QKeyBalDueCat2, QKeyBalDueCat3, QKeyRefundsCat1, QKeyRefundsCat2, QKeyRefundsCat3, QKeyNoMoneyCCOCat1, QKeyNoMoneyCCOCat2, QKeyNoMoneyCCOCat3, QKeyNoMoneyCat1, QKeyNoMoneyCat2, QKeyNoMoneyCat3, MiscNoMoneyKey1, QKeyNoMoneyRett, QKeyNoMoneyDP8, QKeyImageOnly, QKeyNoMoneyPOA, QReview	M	YES	Standard	All queues will be created in QMS.
A3.7	Import and update FormLoadFilterConfig.xml	M	YES	Standard	
<b>Quick Review</b>					
A4.1	Replicate existing queues for review: QReview_BI, Qreview_Balance, Qreview_Key	M	YES		
<b>Forms Design</b>					
A5.1	Import, Configure and tune DP8_2017_1862_P1	M			The SOW has DP8 2013 1862 P1 and P2 forms??
A5.2	Import, Configure and tune DP8_2017_1862_P2	M			
A5.3	Import, configure and tune envelope	M	YES	Standard	
A5.4	Import, configure and tune check	M	YES	Standard	
A5.5	Import, configure and tune RP10_2017_1862_P1	M	YES	Standard	
A5.6	Import, configure and tune RP10_2017_1862_P2	M	YES	Standard	
A5.7	Import, configure and tune RP10_2017_1862_P3	M	YES	Standard	
A5.8	Import, configure and tune RP10_2017_1862_P4	M	YES	Standard	
A5.9	Import, configure and tune RP10_2017_1862_P5	M	YES	Standard	
A5.10	Import, configure and tune RP10ES_2018_1862_P1	M	YES	Standard	
A5.11	Import, configure and tune RP2210_2017_1862_P1	M	YES	Standard	
A5.12	Import, configure and tune RP2210_2017_1862_P2	M	YES	Standard	
	Import, configure and tune RP59_2017_1862_P1	M	YES	Standard	
A5.13	Import and configure mastercouponmoney.ini	M	YES	Standard	Batch types will be created in QMS
A5.14	Import and configure mastercouponmoneyenvelope.ini	M	YES	Standard	Batch types will be created in QMS
A5.15	Import and configure mastermoney.ini	M	YES	Standard	Batch types will be created in QMS

2. APPLICATION -SOFTWARE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A5.16	Import and configure mastermultitransactions.ini	M	YES	Standard	Batch types will be created in QMS
A5.17	Import and configure masternomoney.ini	M	YES	Standard	Batch types will be created in QMS
A5.18	Import and configure masternomoneybaldue.ini	M	YES	Standard	Batch types will be created in QMS
A5.19	Import and configure masternomoneycco.ini	M	YES	Standard	Batch types will be created in QMS
A5.20	Import and configure masterrefunds.ini	M	YES	Standard	Batch types will be created in QMS
A5.21	Configure scanners with new forms and queues	M	YES	Standard	Batch types will be created in QMS
<b>IBML Input</b>					
A6.1	Import and update existing nameExceptions.xml	M	YES	Standard	
A6.2	Import and update existing barcodetoforname.xml	M	YES	Standard	
A6.3	Import and configure QIBMLInput.INI	M	YES	Standard	
A6.4	Import and configure QIBMLInput1.INI	M	YES	Standard	
A6.6	import and configure CouponMoney084.ini	M	YES	Standard	Batch types will be created in QMS
A6.7	import and configure CouponMoneyEnvelope084.ini	M	YES	Standard	Batch types will be created in QMS
A6.8					
A6.9	import and configure MasterMoney084.ini	M	YES	Standard	Batch types will be created in QMS
A6.10	import and configure MasterMulti-transactions084.ini	M	YES	Standard	Batch types will be created in QMS
A6.11	import and configure MasterNoMoney084.ini	M	YES	Standard	Batch types will be created in QMS
A6.12	import and configure MasterNoMoneyBalanceDue084.ini	M	YES	Standard	Batch types will be created in QMS
A6.13	import and configure MasterNoMoneyCCO084.ini	M	YES	Standard	Batch types will be created in QMS
A6.14	import and configure MasterRefund084.ini	M	YES	Standard	Batch types will be created in QMS
<b>Workflow Input</b>					
A7.1	Configure workflow input	M	YES	Standard	
<b>Quick Enhance</b>					
A8.1	Configure Enhance	M	YES	Standard	
<b>Quick Capture</b>					
A9.1	Create DP8_2017.xml	M	YES	Standard	
A9.2	Create RP10_2017.xml	M	YES	Standard	
A9.3	Create RP10ES_2018.xml	M	YES	Standard	
A9.4	Create RP2210_2017.xml	M	YES	Standard	
A9.5	Update mapping.xml for new forms	M	YES	Standard	
<b>Batch Integrity</b>					
A10.1	Create new Batch Integrity file (reuse current integrityrules.xml?)	M	YES	Standard	

2. APPLICATION -SOFTWARE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>Quick Workflow Monitor</b>					
A11.1	Configure Quick Supervisor	M	YES	Standard	Quick Supervisor replaced with Quick Workflow Monitor
<b>DLN Burn</b>					
A12.1	Configure DLN Burn for all Money and No Money documents, including checks.	M	YES	Standard	
<b>Check 21</b>					
A13.1	Create Check 21 Rules & Configuration Process to include check endorsements	M	YES	Standard	
A13.2	Establish timeframe for sending ICLs to bank		YES	Standard	
A13.3	Create key pairs for bank FTP	M	YES	Standard	
<b>Quick Output</b>					
A14.1	Output 1 -- import and update PageCountconfig.xml	M	NO	Custom	
A14.2	Output 1 -- import existing OutputConfig.xml	M	NO	Custom	
A14.3	Output 1 -- import existing OutputConfig.xsd	M	NO	Custom	
A14.4	Output 1 -- import existing LeadDocDateConfig.xml	M	NO	Custom	
A14.5	Output 1 -- import and update existing mastercouponmoney.xsl	M	NO	Custom	
A14.6	Output 1 -- import and update existing mastercouponmoneyenvelope	M	NO	Custom	
A14.7	Output 1 -- import and update existing MasterMoney.xsl	M	NO	Custom	
A14.8	Output 1 -- import and update existing MasterMultiTransactions.xsl	M	NO	Custom	
A14.9	Output 2 -- import existing OutputConfig.xml	M	NO	Custom	
A14.10	Output 2 -- import existing OutputConfig.xsd	M	NO	Custom	
A14.11	Output 2 -- import and update existing MasterMulti_NoMoney.xsl	M	NO	Custom	
A14.12	Output 2 -- import and update existing MasterMulti.xsl	M	NO	Custom	
<b>Quick Web</b>					
A15.1	Configure Quick Web using Admin account	M	YES	Standard	
<b>Quick Reports</b>					
A16.1	Import existing reports from 3.0 production	M	NO	NA	We don't use 3.0 reports
A16.2	Install 5.0 Standards Reports	M	YES	Standard	
A16.3	Create Accurate Customer Reports	M	YES	Standard	
A16.4	Provide Scanner Statistics for all scanners	M	YES	Standard	
A16.5	Provide Operator Statistics Report (OpStats)	M	YES	Standard	

2. APPLICATION -SOFTWARE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	Provide Keying Audit Report	M			
A16.6	Provide Supervisor Delete Review Report	M	YES	Standard	
A16.7	Provide Deletion Pull by Delete Date Report	M	YES	Standard	
<b>Quick Purge</b>					
A17.1	Configure Quick Purge	M	YES	Standard	
<b>Customizations/User Exit Development for 5.0</b>					
A18.1	User Exits & Business Rules Development	M	YES	Standard	
A18.2	Data Entry User Exit (QkeyUE)	M	YES	Standard	
A18.3	ValidationWSMaine (We should change Maine to NH)	M	YES	Standard	
A18.4	Field rule User Exit	M	YES	Standard	
A18.5	Router User Exit (ueQRouterNHDR)	M	YES	Standard	This will most likely not be needed but we'll need to account for this in the workflow.
A18.6	IBML Input User Exit (IBML Input Module)(ueQIBMLInputMRS, ueQIBMLInputPageUEMRS)	M	YES	Standard	
A18.7	Enhance/Capture User Exit (2Dparsing) (EnhCapCustom)	M	NO	NA	Not needed in new QM version 5.
A18.8	Check 21Parse ACK User Exit	M	YES	Standard	
A18.9	XML Output User Exit	M	YES	Standard	
A18.10	QDBOutput User Exit	M	YES	Standard	
A18.11	QDLNBurnNhDRA User Exit	M	YES	Standard	
A18.12	BatchIntegrityMRS User Exit	M	NO	NA	Not needed in new QM version 5.
A18.13	VirtualBatchUE User Exit	M	NO	NA	Not needed in new QM version 5.
A18.14	Existing customer code must be included in new system	M	YES	Standard	

2. APPLICATION -SOFTWARE

Attachment: Project Requirements

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	YES	Standard	
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	YES	Standard	
T1.3	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	Standard	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	YES	Standard	
T1.5	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	NO	Custom	NH DRA didn't purchase encryption modules
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	NO	NA	NH DRA is responsible for intrusion detection on their own computer systems. Fairfax Imaging does not have proper access to servers.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	YES	Standard	
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization	M	YES	Standard	
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	YES	Standard	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	YES	Standard	
T1.11	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	
T.1.12	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 ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	NO	Custom	Performed by 3rd party.
T1.13	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	NO	NA	NH DRA is responsible for testing their own computer systems. Fairfax Imaging does not have proper access to servers.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	YES	Standard	This only includes Quick Modules applications security testing.

3. TESTING

Attachment: Project Requirements

T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	YES	Standard	
<b>STANDARD TESTING</b>					
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 Exhibit F Testing Services.	M	YES	Standard	
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Exhibit F Testing Services.	M	YES	Standard	Fairfax Imaging will perform stress testing in Test environment only.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	YES	Standard	
T2.4	The vendor must define and test disaster recovery procedures.	M	NO	Custom	Disaster Recovery is not part of the scope of work for this implementation.

3. TESTING

Attachment 1: Project Requirements

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	YES	Standard	
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	
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	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	YES	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	YES	Standard	
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	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	YES	Standard	NHDRA WILL HAVE ACCESS TO FAIRFAX IMAGINGS FAST SYSTEM FOR LOGGING ALL SUPPORT REQUESTS.

5. SUPPORT & MAINTENANCE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	YES	Standard	
S1.11	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall 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	
S1.12	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	YES	Standard	
S1.13	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	YES	Standard	
S1.14	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: 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	

5. SUPPORT & MAINTENANCE

Attachment 1: Project Requirements

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	YES	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	YES	Standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks</i> .	M	YES	Standard	
P1.4	Vendor shall provide detailed <i>biweekly</i> status reports on the progress of the Project, which will include expenses incurred year to date.	M	YES	Standard	
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	

6. PROJECT MANAGEMENT

Proposal  
To  
New Hampshire Department of Revenue  
For  
*System Implementation of Quick Modules version 5.0*

Version 6.1 – February 13, 2017

**Submitted by:**  
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**Submitted to:**  
New Hampshire Department of Revenue Administration (NH DRA)

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## 1. Executive Summary

New Hampshire Department of Revenue Administration (NH DRA) has been using Fairfax Imaging *Quick Modules Software* version 3.0 since 2010. During this time, *Quick Modules 3.0* has been used to address the wide range of remittance processing requirements of NH DRA. As part of the implementation phases that have been completed to date, a number of enhancements have been made to the *Quick Modules* software by Fairfax Imaging to address the functionality requirements for NH DRA. Most of these customizations have been performed by incorporating user exits into the *Quick Module 3.0* code in place at NH DRA.

NH DRA is now considering the next step to enhance their processing capability. Fairfax Imaging and NH DRA have had a cooperative and successful business relationship since 2008, and Fairfax Imaging intends for this relationship to endure.

Over the last several years, Fairfax Imaging has embarked on a major effort to upgrade its core *Quick Modules* code functionality. The result of this effort has been, among others, the incorporation into the core *Quick Module* code of a number of the functions that were being performed previously by user exits within version 3.0. With the introduction of *Quick Modules* version 5.0 (QM 5.0), many of these user exits previously required in version 3.0 may no longer be required. Instead QM 5.0 represents a greater configurable environment where many, if not most, of the requirements are addressed through the selection of rules and configuration setup within the system.

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## 2. *Quick Modules 5.0 Overview*

*Quick Modules 5.0* represents the latest technology advances for automated data capture and validation provided by Fairfax Imaging. This latest version of *Quick Modules* offers several new features and improvements over the prior version. These include:

- Elimination of tokens that were required for version 3.0 systems.
- The system is database oriented with all data elements stored in a SQL database. Images continue to be stored in a shared area with pointers to the image contained within the database.
- Graphical workflow monitoring of system activities using *Workflow Monitor*. With optional dashboard plug-in, a user can monitor scanning activity and visually monitor the flow of work from scanning to output.
- Improved reporting capabilities to include auditing of who touched what in the system and the changes made by each operator.
- Transaction, as well as batch processing, is provided. The system easily accepts batch items from high speed input devices such as the *ImageTrac* scanners, but can process those individual transactions within the system. Thus, any exception items do not need to hold up the entire batch for processing.
- A common user interface is provided for all users of *Quick Key* and *Quick Review*. These modules are thin-client, web browser modules thus eliminating the need to load specific software onto each workstation. Furthermore, the balance function is performed within *Quick Key*, thus providing a single interface to operators for entry and balancing functions.
- New and improved modules for operator activity include thin-client architecture for *Quick Key*, *Quick Review*, *Quick Workflow Monitor*, *Quick Reports*, and *Quick Check 21 Deposit Monitor*.
- A common, configurable environment using *Quick Modules Studio (QMS)* is used allowing rules to be built and used across all applications, forms, and fields.
- Through the use of QMS, validation routines, form definitions, and business rules can be set up and selected without writing code.

As a maintenance paying client of Fairfax Imaging, NH DRA is entitled to the QM 5.0 modules free of charge on a one to one basis. Thus for any current functionality, the modules offered as part of the upgrade are those which are installed at NH DRA today.

Newly offered modules specific to QM 5.0 such as encryption capability and dashboard monitoring of scanning activity can be added to the system configuration as part of the QM 5.0 system deployment. These optional modules are shown herein to this proposal as incremental costs.

The deployment of the QM 5.0 system will be separate to the existing *Quick Modules 3.0* system and therefore allow NH DRA to continue operations on the *Quick Modules 3.0* system without interruption. Required infrastructure needs such as servers, operating systems, database and network connectivity will be supplied by NH DRA. Infrastructure recommendations are in Section 5 below.

As part of the deployment, Fairfax Imaging will follow its implementation methodology for projects. This approach will include a complete review and analysis of the current *Quick* Modules 3.0 environment. This review will be followed by a formal system design and implementation of the system. This will ensure that every aspect of the system has been properly examined, that the various options have been laid out before NH DRA, and that the proper resolution has been adapted to each of the current system encumbrances.

## 2.1 Scope

The scope of the project will include moving the existing functionality and forms which are resident in the *Quick* Modules 3.0 system today to the QM 5.0 platform. Appendix B outlines the number of forms associated with the implementation. The rollout of these forms will be done in two parts. Part one will include implementation by Fairfax Imaging and consist of a subset of forms only. These forms in which Fairfax Imaging will implement are highlighted in Appendix B. All remaining forms will be implemented by NH DRA staff. Fairfax Imaging will provide technical training to NH DRA staff as part of the project in order to train NH DRA staff on the use of QMS and overall system functionality.

Due to inherent benefits of the QM 5.0 system (such as transaction processing) that NH DRA will want to modify appropriate processes and workflows to gain the advantages of QM 5.0. These modifications are part of the proposed costs shown herein. During Fairfax Imaging design sessions with NH DRA staff, a complete review of existing workflows and business rules will be addressed. It should be noted that review of operations based upon batch processing may be necessary in order to perform transaction processing within *Quick* Key.

Outline of the general requirements for the QM 5.0 deployment include:

- Fairfax Imaging will implement the *Quick* Modules 5.0 software (DEV, TEST, and PROD) in the NH DRA environment. NH DRA to provide the required infrastructure in support of the QM 5.0 system.
- Fairfax Imaging will provide Project Management, including Deliverables:
  - Detail Design Specification
  - Weekly Project Reporting
  - Project Plan (updated weekly)
  - Communication and Change Management Plan
  - Risk and Issue Management Plan
  - Final Project Report
- Interface (output) to existing systems for downstream processing.
- Standard QM 5.0 statistical reporting, along with the following custom reports will be provided as part of the system deployment. Other custom reports can either be provided by Fairfax Imaging at additional costs, or NH DRA staff may create using SQL Server Reporting Services (SSRS).
  - Custom Reports to include:



- Scanner Statistics
  - OpStats
  - Supervisor Delete Review
  - Deletion Pull by Delete Date
- Training will be provided (onsite) to NH DRA in the operation of QM 5.0 with an emphasis on the differences to QM 3.0 modules as well as the deployment of the system in support of the form(s) implemented by Fairfax Imaging. Technical training for the use of configuration of QM 5.0 using *Quick* Modules Studio (QMS) will be provided in order to allow NH DRA staff to implement prior year returns.

Appendix A provides a list of current USER EXITS (UE's) in use today within the *Quick* Modules 3.0 system. As noted in the chart, many will not be required within QM 5.0 and instead will be performed through configuration of the system using *Quick* Modules Studio (QMS).

Appendix B provides a listing of the form files currently in use today within the *Quick* Modules 3.0 system. It is anticipated that for the scope of the project Fairfax Imaging will implement a subset of forms as highlighted in Appendix B. All other returns/forms will be configured and implemented by NH DRA staff following technical training supplied by Fairfax Imaging.

## 2.2 Professional and Implementation Services Deliverables

As part of the proposed project, there are a number of Deliverables in which Fairfax Imaging will provide for the successful implementation of the scope of the project as defined herein to this SOW. Fairfax Imaging will provide the following deliverables to NH DRA as part of the proposed project.

Deliverable	Description
Project Management	Fairfax Imaging will provide Project Management oversight to its portion of the project. The project plan reflects the collection of this information and will be used during the development of the Detail specifications. The Project Manager will coordinate all Fairfax Imaging activities to complete the plan of implementation and document the progress and activities completed during the course of the project.
Business Process Analysis	This effort will consist of performing analysis of NH DRA's current Quick Modules 3.0 process and define strategies for the implementation of QM 5.0 of the process improvement initiative in conjunction with NH DRA staff.
Project Plan	The Fairfax Imaging Project Manager is responsible for cooperatively developing a project plan in conjunction with NH DRA to meet the deliverable dates for all aspects of the proposed system. This is updated and maintained during the life of the project. The Project Plan consists of the Gant chart and document that details the order of implementation and strategy to deliver the system. The Project Plan will include, but not limited to tasks for Design, Development, Implementation, Testing, Training, Conversion, and Acceptance.
Weekly Status Reports	The Fairfax Imaging Project Manager will provide Weekly Status Reports. This is part of the Communication Plan Developed by the Project Manager and delivered to NH DRA for use in weekly discussions about the progress of the project.
Training Plan and Training Materials	This is a collection of document and materials that include Training documents, course outlines, and presentation material, developed during NH DRA training for ongoing reference. The training plan specifically addresses the delivery of these materials to System Administrators, Lead Operators, Operators, and Technical personnel.
Training/Knowledge Transfer	Using the developed training plan, Fairfax Imaging will provide the necessary training to NH DRA staff for the operation and supervisory functions of the system implemented. In addition, Fairfax Imaging will provide technical training to NH DRA staff identified to support the system in order to allow NH DRA to add new forms, workflows, and business rules as well as maintain the system.

Deliverable	Description
Communications and Change Management Plan	The Fairfax Imaging Project Manager is responsible for (with NH DRA approvals) developing the Communications and Change Management Plan procedures, forms and methodology. The Project Manager is responsible for the content and delivery of approved changes.
Risk and Issue Management Plan	The Risk and Issue Management Plan addresses schedule, process, and content. The Project Manager assesses all of these to determine what risks are present that would compromise the project deliverables and develops a mitigation strategy to avoid/recover should any of these risks develop.
Software Change Control Process Document	This document addresses the agreed upon rollout process for new or updated software deliveries during project implementation throughout the phases.
Detail System Design Specification	The Detail Design addresses the specific details on how the provided software and scanner hardware will address the business and technical requirements for NH DRA along with the scope contained within this SOW. Included within this are the details about configuration, database design, configuration, custom user exits, interface content, and methodology with external systems, service modules, implementation details of business rules and application object presentations.
System Documentation (Administrative and User Manuals)	All vendor documents will be provided for Fairfax Imaging software. Quick Modules User Manuals and System Administrator Manuals are provided. These materials are provided concurrently with the delivery of training and will consist of the necessary materials to operate and maintain the proposed solution.
System Test Plan and Testing	This document specifies what is to be tested and how that testing is to be done which includes: test document preparation, interface testing, what is expected to succeed, and what is expected to create an exception. The actual test scripts are provided by and the responsibility of NH DRA. The testing is performed utilizing both Fairfax and NH DRA personnel and monitored by the Project Manager which reports the success or failure of each test element. This report drives corrective updates and retesting.

Deliverable	Description
Final Project Report	This report is produced at the conclusion of the project. It contains the extent and how the project objectives have been met and any recommendations. The report is delivered upon final acceptance as detailed in the project plan.
Maintenance and Support	<p>After system acceptance and during the warranty period, Fairfax Imaging provides on-going support of the installation. This includes, but not is limited to:</p> <ul style="list-style-type: none"> <li>• Monday – Friday, 8:00 A.M. to 5:00 P.M. call/e-mail support and dispatch of Fairfax and ibml resources</li> <li>• Prioritization of support requests</li> <li>• Resolution of problems</li> <li>• Off-Site support via VPN (to test system) or WEB based with desktop sharing.</li> <li>• System defect notification and resolution</li> <li>• Change order requests</li> <li>• Version control of supplied updates and modifications.</li> <li>• Fairfax Imaging product upgrade notifications</li> <li>• Third party product upgrade notifications (ibml if included in solution)</li> </ul>
Development, Test and Production Regions	Fairfax Imaging will deliver a Development and Test system to support the Production system. It is anticipated that these environments are Virtual Machines and have the same capabilities but differ in external system interfaces. Changes, updates, and QA testing occur within the Test system and are migrated into production once these are deemed ready for production. The test environment can be setup for separate training for NH DRA staff.
Quick Modules Licensed Software	Includes all licensed software of Quick Modules version 5.0 as outlined within this SOW. Configuration of the Quick Modules software is performed by Fairfax Imaging to produce the features and product configurations to meet the specifications contained in the Detailed Design Specifications. At the completion of this activity the installation will begin. Unit testing of each element is performed prior to any installation.

Deliverable	Description
Application configuration and Setup Installation Services	<p>This includes the following Software elements:</p> <ul style="list-style-type: none"> <li>• <i>Quick Modules Service Applications</i></li> <li>• Database Schemas installation and server/workstation configuration</li> <li>• Check 21 Integration to the bank of deposit</li> <li>• Interface into existing legacy systems</li> <li>• Integration into NHDRA Network, SAN, etc.</li> <li>• All elements are unit tested and end to end tested and tuned for best performance.</li> </ul>
Production Support	<ul style="list-style-type: none"> <li>• Production Support activities during parallel operation and transition to the proposed system will be provided. The implementation staff will be on-site during assigned periods to provide mentoring, QA activities, corrective updates (if any) during each phase of the project as well as upon completion and acceptance of the system.</li> </ul>
Reports	<ul style="list-style-type: none"> <li>• Fairfax Imaging will supply its standard statistical reports as defined within the Detail Design. Customized reports as defined within this SOW will be provided.</li> </ul>

## 2.3 Mapping of Version 3.0 to Version 5.0 Modules

It should be noted that QM 5.0 is quite different architecturally from version 3.0. There are new modules within QM 5.0 that are required for implementation. The implementation of QM 5.0 will be a separate environment (DEV, TEST, and PRODUCTION). The table below outlines the current version 3.0 modules and their mapping to the functionality within QM 5.0.

<b>New Hampshire Department of Revenue</b>	
<b>Quick Modules Software Version 3.5</b>	<b>Quick Modules Software Version 5.0</b>
<i>Quick Input License</i>	Continued use in <i>Quick Modules 5.0</i>
<i>Quick Scan License</i>	Continued use in <i>Quick Modules 5.0</i>
<i>Quick Enhance License</i>	New 5.0 version module implemented
<i>Quick Batch License</i>	Not required in <i>Quick Modules 5.0</i>
<i>Quick Capture License</i>	New 5.0 version module implemented
<i>Quick Freeform License</i>	New 5.0 version module implemented
<i>Quick Key License</i>	New 5.0 version module implemented
<i>Quick Review License</i>	New 5.0 version module implemented
<i>Quick Output License</i>	New 5.0 version module implemented
<i>Quick DBFill License</i>	Not required in 5.0; Performed in <i>Quick Modules Server</i>
<i>Quick Workflow/Router License</i>	Not required in 5.0; Performed in <i>Quick Modules Server</i>
<i>Quick Output License</i>	New 5.0 version module implemented
<i>Quick Reports License</i>	New 5.0 version module implemented
<i>Quick Monitor License</i>	Not required in 5.0; Performed in <i>Quick Workflow Monitor</i>
<i>Quick Supervisor License</i>	Not required in 5.0; Performed in <i>Quick Workflow Monitor</i>
<i>Quick Purge License</i>	New 5.0 version module implemented
<i>Quick Check 21 Licenses (File Generator, Communicator, Deposit Monitor)</i>	Continued use in <i>Quick Modules 5.0</i> with exception of Deposit Monitor. New 5.0 version of Deposit Monitor implemented
Test and Development Licenses/Environment	New 5.0 version module implemented

**Table 1- QM 3.0 modules to QM 5.0 Modules**

### 3. Quick Modules 5.0 Pricing

#### 3.1 Quick Modules Professional Services (REVISED)

Description	Hours Required
Detail Design Document Development	160
Install QM 5.0 Software (3 Environments)	80
Form File Configuration (9 Form Templates - Current Year)	56
QM 5.0 Configuration (Business Rules and UE's)	60
QM 5.0 Workflow Design	80
Quick Purge 5.0 Setup/Configuration	4
Database Migration	80
Quick Output Configuration	80
Quick Reports (Includes standard reports and custom reports)	24
System Testing	80
Training	160
User Acceptance Testing Support	160
Project Management	480
Business Analyst (System Design/Review)	80
<b>Professional Services Subtotal</b>	<b>1584</b>

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Manager	Carla Wurster	80	410	70	\$ 185.00	\$ 103,600
Business Analyst	TBD	80	330	0	\$ 170.00	\$ 69,700
Engineer	TBD		220	0	\$ 170.00	\$ 37,400
Installer (Engineer)	TBD		80	0	\$ 135.00	\$ 10,800
Trainer	TBD		160	0	\$ 170.00	\$ 27,200
Quality Assurance staff	TBD		134	0	\$ 150.00	\$ 20,100
<b>TOTALS</b>		<b>160</b>	<b>1,334</b>	<b>70</b>		<b>\$ 268,800</b>

The Deliverables for Professional Services include:

- Detail Design Document
- Installation of QM 5.0 Software (3 Environments – Test, Development, Production)
- Form File Configuraiton for 9 Form Templates Current Year
- QM 5.0 Configuration of Business Rules and User Exits
- QM 5.0 Workflow Design/Configuration
- Quick Purge 5.0 Setup/Configuration
- Database Migration
- Quick Output Configuration
- Quick Reports configuration for standard reports and identified custom reports
- System Testing
- Training
- User Acceptance Testing Support
- Travel costs up to 15 trips

Modifications to the deliverables and/or scope defined herein to this SOW may cause the services pricing to be adjusted accordingly.

### 3.2 Quick Modules 5.0 Software License

As a maintenance paying client, NH DRA is provided the Quick Modules 5.0 software licenses at no charge on a one-to-one basis to the same modules currently implemented.

Upon completion of the implementation of Quick Modules 5.0, the below modules will be installed:

New Hampshire Department of Revenue
Quick Modules Version 5.0 Software Licenses
Quick Modules Server: Base system framework includes services License Manager, Configuration Manager, Security Manager, Log Manager, Audit Manager, Service State Monitor, Transform module and Q/WFInput. Includes a single user license for Quick Workflow Monitor, Quick Modules Studio (QMS), and Systems Tool.
Quick Input
Quick Scan (remains ver 3.0)
Quick Enhance
Quick Capture
Quick Freeform
Quick Key with Balance Function
Quick Review
Quick Purge
Quick Reports
Quick Output
Quick Check 21 Modules (File Generator, Communicator, Deposit Monitor)
Quick Modules Test and Development System (two environments)

**Table 2 - Quick Modules 5.0 Licenses**

Unlimited user licenses will be provided for all user interface modules (*Quick Key*, *Quick Review*, and *Quick Deposit Monitor*). *Quick Freeform* will be used only for those current year forms which contain machine print data (no handprint).



During implementation to QM 5.0, Fairfax Imaging will allow NH DRA to continue to use the current version 3.0 licenses, provided maintenance is continued to be paid. Upon completion and acceptance of QM 5.0 environment, all 3.0 version licenses (and dongles) will remain at NH DRA for a period not to exceed 24 months from the time of final system acceptance of QM 5.0 in order to provide NH DRA with adequate time to move the remaining existing forms to the QM 5.0 Environment.

### 3.3 Quick Modules 5.0 Optional Software License Modules

QM 5.0 allows addition of two optional modules which NH DRA should consider. The first one is the ability to expand the *Quick Workflow Monitor* and dashboard beyond the QM 5.0 environment and allow tracking of the IBML scanner operations and statistics. This module is a plug-in addition to the existing QM 5.0 *Quick Workflow Monitor*.

The second option available within QM 5.0 is the ability to provide encryption of data and images within the QM 5.0 environment for security purposes. The below table provides pricing for both options. No additional services costs will be incurred if purchased as part of the QM 5.0 implementation. Purchased separately, and after QM 5.0 implementation and added charges will apply.

Description	Server or Workstation	Description	Price	Annual Support
<i>Quick</i> Encryption base services	SVR	Base framework encryption module; requires above <i>Quick</i> Modules 5.0 base system services to be installed. This module encryptions images within the <i>Quick</i> Modules 5.0 system only.	\$ 16,500	\$ 2,970
Site License for Plug-In for <i>Quick</i> Workflow Monitor (per device type)	SVR	Visual Dashboard of workflow inclusive of IBML scanners (Qty 2)	\$ 1,800	\$ 324
<b>Total Optional QM 5.0 Modules</b>			\$ 18,300	\$ 3,294

### 3.4 Summary Pricing – QM 5.0 Implementation (REVISED)

The below summarizes the costs for implementation, without optional modules.

Description	Price
Fairfax Imaging Implementation and Professional Services	\$ 268,800
<i>Quick</i> Modules 5.0 Software Licenses	no charge
<b>Total System Cost (without Optional Modules)</b>	<b>\$ 268,800</b>

Maintenance costs for the *Quick* Modules 3.0 software will remain same as currently billed. During the 24 months period following system acceptance of the QM 5.0 system, and to provide support to both the *Quick* Modules 3.0 and QM 5.0 environments, Fairfax Imaging will charge a fee of \$15,800 for year 1 and \$16,590 for year 2 in addition to the *Quick* Modules 3.0 support costs for each of these years.

During the time period of NH DRA performing migration of the remaining forms to QM 5.0, Fairfax Imaging will provide general telephone support for questions related to QM 5.0. Should NH DRA desire assistance in completing any tasks related to implementing forms, business rules or workflow modifications Fairfax Imaging will offer services at the billable rates noted herein to this Proposal/SOW.

The below summarizes the costs for implementation with optional modules added to the configuration.



In addition, annual support fee of \$3,294 per year will be applied to the current NH DRA system invoice.

Description	Price
Fairfax Imaging Implementation and Professional Services	\$ 268,800
Quick Modules 5.0 Software Licenses	no charge
Optional Module Licenses	\$ 18,300
<b>Total System Cost (with Optional Modules)</b>	<b>\$ 287,100</b>

Milestone payments throughout the project will occur at appropriate sign-offs by NH DRA and will be at time of acceptance of Detail Design, start of User Acceptance Testing and Final System Acceptance. It is anticipated that a single phase approach will be utilized. Should more than one phase occur during implementation, adjustment to the anticipated payment milestones will occur to coincide with the phases of implementation.

Revised 2-13-2017

Milestone Events and Payments	Amount
Upon Completion of Detail Design	\$ 53,760
Upon Completion of Software Installation	\$ 53,760
Upon Start of User Acceptance Testing	\$ 40,320
Upon System Acceptance	\$ 93,760
Upon Completion of Training	\$ 27,200
<b>Total System Cost (without Optional Modules)</b>	<b>\$ 268,800</b>

For a period of sixty (60) calendar days following System Acceptance by NH DRA, any issues logged in Fairfax Imaging's tracking system will be addressed by the Fairfax Imaging's NH DRA Project Team, on a priority basis, during transition of the system to Fairfax Imaging's Support Group. Fairfax Imaging will provide continued support services to address any issue reported by NH DRA in a timely manner following System Acceptance and throughout the continued maintenance and support coverage for both the Quick Modules 3.0 as well as QM 5.0.



#### **4. *Quick* Modules 5.0 Estimated Implementation Timeline**

Upon completion of the Detail Design phase of the project and sign-off by NH DRA, Fairfax Imaging will provide a project plan indicating all tasks and expected dates for completion.

## 5. Quick Modules 5.0 Infrastructure and System Requirements

Fairfax Imaging has built a reputation in the state and local marketplace as an integrator that has provided High-Availability (HA) systems in the mission critical applications of tax processing, labor reporting, and motor vehicle processing. Where we can, we always leverage the existing IT infrastructure and application development platforms of the respective state and local clients.

Today's HA solutions attempt to eliminate any single point of failure, whether it's hardware or software, through the use of redundant hardware and Operating Systems capable of providing HA features. This results in great benefits such as maximum uptime and zero data loss. Enterprises with critical applications and data cannot afford the cost of any downtime; therefore, the need to invest in HA technologies is vital to the success of any IT operation. Having a HA infrastructure in place allows Application and Database servers to failover to secondary servers within the HA infrastructure.

Here's a list of commonly used hardware and software within a typical HA infrastructure:

### Hardware:

- Servers
  - Built-in redundancy such as dual power supply
  - RAID configuration for internal storage with hot spare
  - Dual storage controllers, for internal and external connections
  - Dual NICs (Network Interface Cards)
- Network switches and routers
  - Multiple switches and routers across the network to eliminate any single point of failure within the enterprise network
- SAN Storage
  - Built-in redundancy such as dual power supply and dual controllers
  - Multiple RAID configuration for different needs and performance
  - Multiple paths to servers to eliminate single point of failure
- Load Balancers
  - To distribute workload across multiple servers and increase reliability through redundancy

### Software:

- HA features such as VMware High-Availability and Fault-Tolerance
- Microsoft Cluster Service
- Data Replication Solutions

Fairfax Imaging's client-server architecture is very flexible and can be configured to take advantage of many HA solutions available today. The results are a robust solution that provides a continuous operation with zero data loss and zero downtime. This is made possible through the use of HA features such as server clustering and/or VMware Fault-Tolerance. Fairfax Imaging's proposed solution is based on three-tier architecture. The three-tier architecture offers many benefits, including security, availability, scalability, and flexibility:

- **Security:** Systems within three-tier architecture can be isolated to limit access and exposure.
- **Availability:** Each tier is independent from the other tiers; this provides the benefit of not having a single point of failure.
- **Scalability:** Each tier can be scaled as desired without affecting the other tiers.
- **Flexibility:** Each tier can be managed or scaled independently giving the system increased flexibility.

The number of servers required varies depending on the volume of documents processed. Each tier can be scaled independently to handle the required load. This scalability will allow the NH DRA to expand the system in the future as the need arises. For high volume sites, additional servers can be deployed to spread the load during the capturing stage and processing of the OCR data. Fairfax Imaging recommends the following servers for the production environment:

***Required Servers for Production:***

- (1) Database (SQL) Server (MS Windows Server 2008/2012, MS SQL Server 2008/2012)
  - SQL Server 2008/2012 for the *Quick* Modules system
  - SQL Server Enterprise Edition required for Database encryption option
- (1) File Server (MS Windows Server 2008/2012)
  - (1) File Server for the *Quick* Modules system for image repository
- (4) Application Server (MS Windows Server 2008/2012)
- (1) IIS Server (MS Windows Server 2008/2012)

***Required Servers for Development:***

- (1) Application Server (MS Windows Server 2008/2012)
- (1) IIS Server (MS Windows Server 2008/2012)
- (1) Database (SQL) Server (MS Windows Server 2008/2012, MS SQL Server 2008/2012) – shared with test environment

***Required Servers for Testing:***

- (1) Application Server (MS Windows Server 2008/2012)
- (1) IIS Server (MS Windows Server 2008/2012)
- (1) Database (SQL) Server (MS Windows Server 2008/2012, MS SQL Server 2008/2012) – shared with development environment

All servers listed above will be configured as Virtual Machines (VM) in VMware vSphere. The following is the recommended hardware for the proposed solution to be installed in a VMware infrastructure with HA in mind:

**Dell PowerEdge R630**

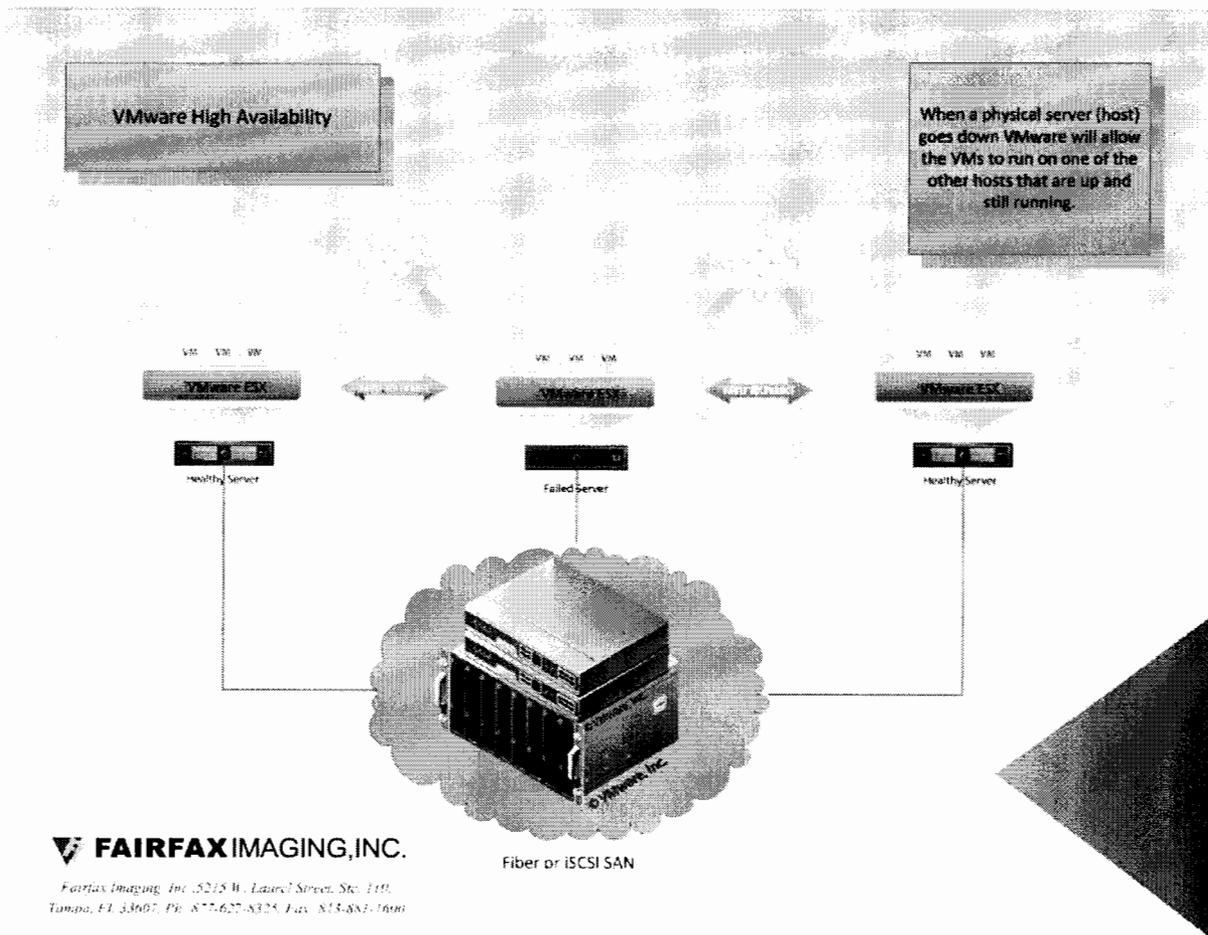


**Figure 1 – Dell PowerEdge R630**

Feature	Description
Processor	Intel Xeon E5-2670 v3 2.3GHz,30M Cache,9.60GT/s, 12C/24T
Memory	128GB Memory (8x16GB), 2133MT/s, Dual Rank, x4 Data Width
Additional Processor	Intel Xeon E5-2670 v3 2.3GHz,30M Cache,9.60GT/s, 12C/24T
Internal Controller	PERC H700 Integrated RAID Controller, 512MB Cache, x8
Hard Drives	Internal Dual SD Module with 2x 16GB SD Cards
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W
Network Adapter	Broadcom 5720 QP 1Gb Network Daughter Card
Host Bus Adapter	QLLogic 2562, Dual Port 8Gb Optical Fibre Channel HBA, Low Profile

Fairfax Imaging is recommending three R630 servers (or similar) for the VMware infrastructure to support the Quick Modules solution. This recommendation will support all servers (VM) for the production, development, and test environment. A Fiber Channel SAN or 10 Gb iSCSI SAN is highly recommended to ensure the best performance for all VMs required for the Quick Modules solution.

The following diagram depicts the VMware physical servers (4) and storage (SAN):



**Figure 2 – Typical Quick Modules VMware Configuration with High-Availability**

The recommended hardware configuration and the number of physical servers are provisioned with High-Availability and future capacity growth in mind. Should one of the VMware servers fail due to hardware failure or loss of power any of the other three available servers can run all VMs previously running on the failed server. VMware will bring up the VM automatically on another server without any user intervention. When the failed server is back online VMware will move the VMs back to the server if necessary. As the demand to process additional transactions in the system grows new VMs can be provisioned and deployed with additional Quick Modules applications to enhance performance. The recommended Dell servers include enough memory for future VMs and can also be expanded by adding additional memory.

In order to ensure redundancy throughout the infrastructure it is highly recommended that the SAN be configured with multiple paths using multiple switches, dual controllers in the SAN and dual ports in the servers. This configuration eliminates any single point of failure in the hardware design.

Access to the system will be based on queues built into the solution and transactions will be routed to the proper queues based on the workflow designed for the solution. Remote users will be

authenticated to the system using their Active Directory credentials and will only be presented with the queues assigned to their user account in the system. NH DRA will be able to control what access is granted to any department users. Access to the applications is browser-based and is restricted to the assigned queues. Users will be provided with a secure link (HTTPS) to the application and upon entering their credentials will be presented with their queues.

#### **VMware:**

The *Quick Modules* system can be installed in a virtualized environment, using VMware vSphere. The system can be installed on an existing VMware infrastructure or the recommended Dell servers can be purchased to host the new virtual servers.

#### **VMware Specs:**

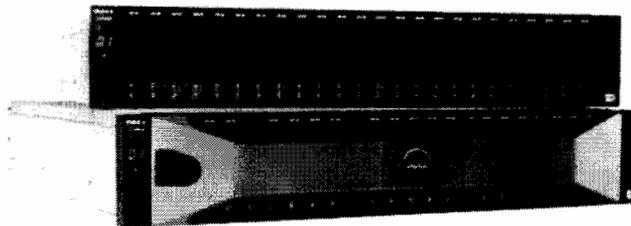
- SQL Server (Microsoft SQL Server 2008/2012):
  - CPU: 8 vCPU
  - Memory: 32 GB
  - NIC: 1 Gb (10 Gb recommended, 2 NICs for redundancy)
  - Disks:
    - C: (System) 40 GB
    - D: (DB) 500 GB
    - L: (Log) 200 GB
  
- File Server (Microsoft Windows Server 2008/2012):
  - CPU: 2 vCPU
  - Memory: 16 GB
  - NIC: 1 Gb (10 Gb recommended, 2 NICs for redundancy)
  - Disks:
    - C: (System) 40 GB
    - I: (Images) 500 GB
  
- Application Server (Microsoft Windows Server 2008/2012):
  - CPU: 4 vCPU
  - Memory: 16 GB
  - NIC: 1 Gb (10 Gb recommended, 2 NICs for redundancy)
  - Disks:
    - C: (System) 40 GB
    - D: (Application) 200 GB
  
- Web Server (Microsoft IIS Server):
  - CPU: 2 vCPU
  - Memory: 16 GB
  - NIC: 1 Gb (10 Gb recommended, 2 NICs for redundancy)
  - Disks:
    - C: (System) 40 GB
    - D: (Application) 40 GB

**Storage:**

We recommend the procurement of a SAN to store both database files and images where one is not currently in use or available. This is also the recommended configuration when deploying the system within a VMware environment. An example is the Dell Storage SC4020 SAN. It is an 8 Gb Fibre Channel SAN with two controllers for built-in redundancy. The 8 Gb FC SAN provides extremely fast access to the data for the servers.

Images require allocated storage space for both scanners and the *Quick Modules* system. This can be allocated on an existing enterprise level file server or dedicated file servers with access to the SAN. It is recommended that the storage for the scanners be located on dedicated physical hard drives in the SAN in separate arrays, not shared with any other storage. This is due to the speed at which the scanners can process the documents and save the images.

***Dell Storage SC4020 all-in-one array***



**Figure 3 – Dell Storage SC4020 all-in-one array**

Feature	Description
System	SC4020 8Gb Fibre Channel - 8ports (Single drives)
Hard Drives	Dell 480GB, SAS, 6Gb, 2.5" SSD, RI (6)
Hard Drives	Dell 900GB, SAS, 6Gb, 2.5", 10K, HDD (10)
Network Switch	Brocade 300 8-16-24 Port FC8 Switch includes 8x8Gb SFPs

## 6. Appendix A – Current User Exits

The chart below provides the current User Exits (UEs) within the current *Quick Modules 3.0* system along with the expected use within the QM 5.0 system. Confirmation of the use of these (and potentially other) user exits within QM 5.0 will be determined during the analysis and design phase of the project.

### NHDRA Fairfax User Exit Summary Information

Note: The source directories below correspond to the .NET code given to us.

**USE in QM 5.0 can be provided in the noted Module**

<u>Source Directory</u>	<u>Primary DLL/exe name*</u>	<u>Module</u>
Fairfax.Qm35.QKeyUE	QKeyUENHDRA.dll	Data Entry
Fairfax.Qm35.QKeyUE	QuickKey.dll	Data Entry
ValidationWSMaine	ValidationWSMain.dll	Data Entry
QKey_BeginOfBatch	QKeyUE.dll	Data Entry
QKey_EndofBatch	UEEndOfWOB.dll	Data Entry
<b>Data Entry User Exit Summary</b>		
Beginning of Batch User Exit		
<ul style="list-style-type: none"> <li>Called before batch is presented to the data entry user.</li> <li>Makes sure that there are no missing pages for multi-page documents.</li> <li>Checks to make sure there aren't 2 pages with duplicate DLN numbers within the document.</li> </ul>		
Field rule User Exit		
<ul style="list-style-type: none"> <li>Applies rules that cannot be done using traditional Rules File configuration.</li> </ul> <p><b>(ValidationRules.xml calls 72 unique user exit functions.)</b></p> <ul style="list-style-type: none"> <li>Handles valid date checks.</li> <li>Checks if ID numbers, First Names, Last Names, and Business Names are required.</li> <li>Queries TIMS database for ID numbers. Assigns field values based on rules that are needed for the database lookup.</li> <li>Deploys the Message Box for Name and Address Database verification.</li> <li>Checks field lengths based on certain checkboxes checked or based on general rules.</li> <li>Sets field values based on math calculations.</li> <li>Determines if certain fields need to be skipped and never presented for keying.</li> <li>Checks numeric value amounts for min and max.</li> <li>Removes spaces from certain fields.</li> <li>Populates four header fields from the lead document that are used throughout all the rest of each accompanying form.</li> </ul> <p style="text-align: center;">Validation Web service.</p> <ul style="list-style-type: none"> <li>Interfaces with the Field rules User Exit.</li> <li>Passed an ID number, a table to query, and which field to query against.</li> <li>Returns ID number, Name, and address from database to be used in data perfection and Message box.</li> <li>End of Batch UE</li> </ul>		

We will need this UE (note: may not be required if transaction processing is done)

These are mostly dates. We might still need a UE but it will not be as elaborate.

- Adds a Lead doc flag to each page of the document.
- Adds an AmountCor field to the PageRec for Output and reports.
- Adds the SPLCKPLUS/SPLCKMINUS to the PageRecord for Output.
- Adds the VALCHGFLG field to the Page Record for Output.

ueQRouterNHDR	Ffximg.ueQRouterMRS.dll	<b>Router</b>
ueQRouterNHDR	Ffximg.ueQRouterNHDR.dll	<b>Router</b>

**Router User Exit Summary:**

- Money Batch decision making routing from Output 1
- Routing is determined by SubBatchType
- Depending on the SubBatchType, batches flow to either QKeyMoneyRETT2, QKeyMoney2, or QMOutput2.
- NoMoney decision making routing from VirtualBatch
- Routes from VirtualBatch to different NoMoney queues based on SubBatchType.
- Specific New Hampshire Forms need to be added.

This will most likely not be needed but we'll need to account for this in the workflow.

ueQIBMLInputMRS	Ffximg.ueQIBMLInput.dll	<b>IBML Input</b>
ueQIBMLInputMRS	Ffximg.ueQIBMLInputNHDR.dll	<b>IBML Input</b>
ueQIBMLInputMRS	Ffximg.ueQIBMLInputMRS.dll	<b>IBML Input</b>
ueQIBMLInputPageUEMRS	Ffximg.ueQIBMLInputPageUEMRS.dll	<b>IBML Input</b>
ueQIBMLInputPageUEMRS	Ffximg.ueQIBMLInputPageUE.dll	<b>IBML Input</b>
ueQIBMLInputPageUEMRS	Ffximg.ueQIBMLInputPageUENHDR.dll	<b>IBML Input</b>

**IBML Input User Exit Summary:**

- Adds IBMLFormName to the page Record
- Adds BATCHHEADER\_SHEET\_IMG and BATCHHEADER\_SHEET\_BARCODE to the Batch Record
- Identifies the form using the IBML3of9 field and BarcodetoFormName.xml
- Inserts data into the Infopoll database
- Retrieves the ScanDate and inserts it into the Batch Record.
- Deletes the Header Sheets from the batches.
- Renames the correspondence to either Attachment or Correspondence\_C.
- Validates the 2D Barcode to make sure it's valid XML, and adds 2DrawData field to the Page Record.
- Adds the SRCID to the Page record if 2D Barcode is valid.
- Adds AGIS\_IN\_DATE, BatchTime, and FORMIDMETHOD to the Batch Record.

We will reuse this exact UE.

EnhCapCustom	Enh.Cap.Custompoint.dll	<b>Enhance/Capture</b>
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**Enhance/Capture User Exit Summary**

- 2D Data Parsing.
- Uses 2D mappings to parse the 2D barcode in the Batch Record.
- Inserts data into the mij file and sets confidence level to 1000 once data is placed into the mij.
- Sets a Valid2D flag inside the Batch Record if the 2D barcode is used.

We will not need each of these but likely will require some modification to write to page record

QC21Fill	Ffximg.QC21FillNHDR.dll	<b>Check21Fill</b>
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We will not need this.

QC21Fill <b>Check21Fill User Exit Summary:</b> <ul style="list-style-type: none"> <li>Inserts information necessary to create a Check21 ICL into the BatchInfo, FormInfo, CheckInfo and Images tables on the Qmodules database.</li> </ul>	Ffximg.QC21FillMRS.dll	<b>Check21Fill</b>	
<b>Virtual Batch User Exit Summary:</b> <ul style="list-style-type: none"> <li>Determines a BaseBatchType</li> <li>BaseBatchType is determined by the Batch Type from the Batch Record.</li> <li>BatchType is determined by the scanner job.</li> <li>Determines the SubBatchType</li> <li>SubBatchType is determined by the FormType</li> <li>The SubBatchType is concatenated with the BaseBatchType to create the full SubBatchType</li> <li>Specific New Hampshire Forms need to be added.</li> <li>Changes the original batch to .R999 extension.</li> <li>Router will take the original batch back to the Images folder after splitting sub-batches to archive.</li> </ul>	QVirtualBatchUE.dll	<b>Virtual Batch</b>	We will not need this.
<b>C21ParseACK User Exit Summary:</b> <ul style="list-style-type: none"> <li>Parses the acknowledgement from the bank after ICL has been processed by the bank.</li> <li>The *.ACK tells us whether the ICL was "Accepted" or "Rejected" by the bank, and the UE updates the database to reflect this status.</li> </ul>	C21ParseACK.dll	<b>C21ParseACK</b>	We will reuse this.
<b>XMLOutputUE User Exit Summary:</b> <ul style="list-style-type: none"> <li>Does a second LEAD document flag check, and adds LEAD flag to the Page Record if none was added after Data Entry.</li> <li>TaxYr field added to the page record.</li> <li>Logic was added to calculate TaxYr.</li> <li>If EndDate is greater than 1223 (Julian), we use the EndDate year as the tax year.</li> <li>If EndDate is not greater than 1223 (Julian), we then check if it's an ES Document</li> <li>If ES document we use BeginningDate year</li> <li>If not ES document, we use the EndDate year -1</li> <li>Does a second StampDate query, and adds StampDate to the Batch Record if it was not added in IBMLInput.</li> </ul>	UEQXMLOut.dll	<b>XML Output</b>	We will need to modify this but we will reuse it.
<b>UEQDBFillImplAH User Exit Summary:</b> <ul style="list-style-type: none"> <li>Inserts data into the BatchInfo table for use by the QuickWeb application</li> </ul>	UEQDBFillImplAH.dll UEDBFILLXLib.dll	<b>DBFill</b> <b>DBFill</b>	We will not need this.
<b>QDBOutput User Exit Summary:</b> <ul style="list-style-type: none"> <li>Inserts data from the CD57, CD57HC, and PA34 documents into the RETT database.</li> <li>Adds the RETTID field to the page record so that it can be tracked within Quick Web.</li> <li>Inserts data from the DP-8 into the Low &amp; Mod database on the IBM Power6</li> </ul>	Ffximg.QDBOutput.dll	<b>DB Output</b>	We will need this.
<b>NHDRADBOutput User Exit Summary:</b>	QXMLRouter.exe	<b>XMLRouter</b>	We will not need this.



- This is a Windows Scheduled Task that routes Output XMLs from their initial Output location into a location specified for TIMS ingestion.
- Checks the database at a scheduled time each day looking for a "Transmitted" check status in the CheckInfo table.
- If the check has been transmitted to the bank then the corresponding XML file is then routed to the ingestion location.
- If the batch has any items that were not transmitted, the XML is held until this is resolved.

QDLNBurnNHDRA                      QMDLNBurnNHDRA.dll  
**QDLNBurnNHDRA User Exit Summary:**  
Adds the batch number (DLN) to the document image.

We will need to reuse this.

BatchIntegrityMRS                      FfxImg.BatchIntegrityMRS.dll  
BatchIntegrityMRS                      FfxImg.BatchIntegrity.dll  
**Batch Integrity User Exit Summary:**

- Sorts by form type.
- Maintains transaction integrity based on XML configuration.
- Configuration uses regular expressions to dictate how a transaction should be put together.
- Specific New Hampshire Forms need to be added.

We will not need this.

ReOutputXML                      ReOutputXML.exe                      N/A  
**ReOutputXML User Exit Summary:**  
  
RT #7515 – "...it was a tool created by a previous FFX engineer to create output files during development, It was not a module to be left on the system since it was a small utility that is no longer used or needed since the system is completely built."

Appears to not be valid.

ueQReviewNHDRA                      ??                      N/A  
**ueQReviewNHDRA User Exit Summary:**  
(SOURCE DIRECTORY HAS NO CS FILES)  
**RT #7505 – Solution has missing references.**  
(I don't think this is used. Fairfax closed the RT, but did not add a comment.)

Do not need this.

## 7. Appendix B – Forms

The below indicates all form files within the current Quick Modules 3.0 system. For the purposes of scope of the proposed project, Fairfax Imaging will implement only the following forms into the *Quick Modules 5.0* system.

- CHECK.frm
- CORRESPONDENCE.frm
- Only 2013 yr shown
  - DP8\_2013\_1862\_P1.frm                      Low and Moderate Claim
  - DP8\_2013\_1862\_P2.frm
- Envelope.frm
- NON\_FORM.frm
  
- RP10\_2017\_1862\_P1.frm
- RP10\_2017\_1862\_P2.FRM
- RP10\_2017\_1862\_P3.FRM
- RP10\_2017\_1862\_P4.FRM
- RP10\_2017\_1862\_P5.FRM
- RP10ES\_2018\_1862\_P1.frm
  
- RP2210\_2017\_1862\_P1.FRM
- RP2210\_2017\_1862\_P2.FRM

**All remaining forms listed in the below table (exclusive of the forms listed above) will be implemented by NH DRA staff.**

**Summary:**

- 298 forms
  - plus 4 other from files: chk.frm, correspondence.frm, envelope.frm and non.frm
  - plus scan on demand.frm (2013)
- 47 number of 298 forms which are image only
- 40 Approximate number of groups/tax types

**Notes** List of all the unique .FRM files in NH DRA's Fairfax system. (not including generic forms)

ADDLINFO\_2011\_0841\_P1.frm Additional Care Information Worksheet  
 ADDLINFO\_2011\_0841\_P2.frm  
 ADDLINFO\_2012\_1862\_P1.frm -- IMAGE ONLY  
 ADDLINFO\_2012\_1862\_P2.frm -- IMAGE ONLY  
 ADDLINFO\_2013\_1862\_P1.frm -- IMAGE ONLY  
 ADDLINFO\_2013\_1862\_P2.frm -- IMAGE ONLY  
 ADDLINFO\_2014\_1862\_P1.frm -- IMAGE ONLY  
 ADDLINFO\_2014\_1862\_P2.frm -- IMAGE ONLY  
 ADDLINFO\_2015\_1862\_P1.frm -- IMAGE ONLY  
 ADDLINFO\_2015\_1862\_P2.frm -- IMAGE ONLY

AFFILIATION\_SCHEDULE\_P1.frm -- IMAGE ONLY Affiliation Schedule  
 AFFILIATION\_SCHEDULE\_P2.frm -- IMAGE ONLY  
 AFFILSCH\_2012\_1862\_P1.frm -- IMAGE ONLY  
 AFFILSCH\_2012\_1862\_P2.frm -- IMAGE ONLY  
 AFFILSCH\_2013\_1862\_P1.frm -- IMAGE ONLY  
 AFFILSCH\_2013\_1862\_P2.frm -- IMAGE ONLY  
 AFFILSCH\_2014\_1862\_P1.frm -- IMAGE ONLY  
 AFFILSCH\_2014\_1862\_P2.frm -- IMAGE ONLY  
 AFFILSCH\_2015\_1862\_P1.frm -- IMAGE ONLY  
 AFFILSCH\_2015\_1862\_P2.frm -- IMAGE ONLY

BET\_2011\_0841\_P1.frm Business Enterprise Tax Return  
 BET\_2012\_1862\_P1.frm  
 BET\_2013\_1862\_P1.frm  
 BET\_2014\_1862\_P1.frm  
 BET\_2015\_1862\_P1.frm

BET80_2011_0841_P1.frm	Business Enterprise Tax Apportionment
BET80_2011_0841_P2.frm	
BET80_2012_1862_P1.frm	
BET80_2012_1862_P2.frm	
BET80_2013_1862_P1.frm	
BET80_2013_1862_P2.frm	
BET80_2014_1862_P1.frm	
BET80_2014_1862_P2.frm	
BET80_2015_1862_P1.frm	
BET80_2015_1862_P2.frm	
BET80WE_2011_0841_P1.frm	Consolidated Group Business Tax Apportionment
BET80WE_2011_0841_P2.frm	
BET80WE_2012_1862_P1.frm	
BET80WE_2012_1862_P2.frm	
BET80WE_2013_1862_P1.frm	-- IMAGE ONLY
BET80WE_2013_1862_P2.frm	-- IMAGE ONLY
BET80WE_2014_1862_P1.frm	-- IMAGE ONLY
BET80WE_2014_1862_P2.frm	-- IMAGE ONLY
BET80WE_2015_1862_P1.frm	-- IMAGE ONLY
BET80WE_2015_1862_P2.frm	-- IMAGE ONLY
BTEXT_2011_0841_P1.frm	Payment Form and Application for Extension of Time to File
BTEXT_2012_1862_P1.frm	
BTEXT_2013_1862_P1.frm	
BTEXT_2014_1862_P1.frm	
BTEXT_2015_1862_P1.frm	
BTSUMMARY_2011_0841_P1.frm	Business Tax Summary Form
BTSUMMARY_2011_0841_P2.frm	
BTSUMMARY_2011_0841_P3.frm	
BTSUMMARY_2012_1862_P1.frm	
BTSUMMARY_2012_1862_P2.frm	
BTSUMMARY_2012_1862_P3.frm	
BTSUMMARY_2013_1862_P1.frm	
BTSUMMARY_2013_1862_P2.frm	
BTSUMMARY_2013_1862_P3.frm	
BTSUMMARY_2014_1862_P1.frm	
BTSUMMARY_2014_1862_P2.frm	
BTSUMMARY_2014_1862_P3.frm	
BTSUMMARY_2015_1862_P1.frm	
BTSUMMARY_2015_1862_P2.frm	

BTSUMMARY\_2012\_1862\_P3.frm

Only 2012 Year - is this form  
no longer used

CD57HCP\_2012\_1862\_P1.frm      CD57HC P  
CD57HCP\_2012\_1862\_P2.frm  
CD57HCP\_2012\_1862\_P3.frm  
CD57HCP\_2012\_1862\_P4.frm

Only 2012 Year - is this form  
no longer used

CD57HCS\_2012\_1862\_P1.frm  
CD57HCS\_2012\_1862\_P2.frm      CD57HC S  
CD57HCS\_2012\_1862\_P3.frm  
CD57HCS\_2012\_1862\_P4.frm

No 2013 Form/year shown

CD57P\_2012\_1862\_P1.frm      CD57P  
CD57P\_2012\_1862\_P2.frm  
CD57P\_2012\_1862\_P3.frm  
CD57P\_2012\_1862\_P4.frm  
CD57P\_2014\_1862\_P1.frm  
CD57P\_2014\_1862\_P2.FRM  
CD57P\_2014\_1862\_P3.frm  
CD57P\_2014\_1862\_P4.frm  
CD57P\_2015\_1862\_P1.FRM  
CD57P\_2015\_1862\_P2.FRM  
CD57P\_2015\_1862\_P3.FRM

No 2013 Form/year shown

CD57S\_2012\_1862\_P1.frm      CD57S  
CD57S\_2012\_1862\_P2.frm  
CD57S\_2012\_1862\_P3.frm  
CD57S\_2012\_1862\_P4.frm  
CD57S\_2014\_1862\_P1.frm  
CD57S\_2014\_1862\_P2.FRM  
CD57S\_2014\_1862\_P3.FRM  
CD57S\_2014\_1862\_P4.FRM  
CD57S\_2015\_1862\_P1.frm  
CD57S\_2015\_1862\_P2.FRM  
CD57S\_2015\_1862\_P3.FRM

CHECK.frm

CORRESPONDENCE.frm

No 2013 or 2012 form/yr  
shown

EP121\_2013\_1862\_P1.frm  
EP121\_2014\_1862\_P1.frm

Non Consolidation Members of a Combined Group Reconciliation

	DP121_2015_1862_P1.frm		
No 2011, 2012 or 2015 form/yr shown	DP14_2013_1862_P1.frm DP14_2014_1862_P1.frm	Meals and Rentals Tax Form	
Only 2015 yr shown	DP184F_2015_1862_P1.frm DP184E_2015_1862_P2.frm	Power of Attorney	
Only 2013 yr shown	DPS_2013_1862_P1.frm DPS_2015_1862_P2.frm	Low and Moderate Claim	
	DPS0_2011_0841_P1.frm DPS0_2013_1862_P1.frm DPS0_2013_1862_P1.FRM DPS0_2014_1862_P1.FRM DPS0_2015_1862_P1.FRM	Business Profits Tax Apportionment Schedule	
No 2011, 2012 or 2015 form/yr shown	DPR_2013_1862_P1.frm DPR_2014_1862_P1.frm	Small Business Corporations (S-Corp) Information Report	– IMAGE ONLY
	Envelope.frm		
	NH1040_2011_0841_P1.frm NH1040_2011_0841_P2.frm NH1040_2012_1862_P1.frm NH1040_2012_1862_P2.frm NH1040_2013_1862_P1.FRM NH1040_2013_1862_P2.FRM NH1040_2014_1862_P1.FRM NH1040_2014_1862_P2.FRM NH1040_2015_1862_P1.FRM NH1040_2015_1862_P2.FRM	Proprietorship or Jointly Owned Property Business Profits Tax	
No 2012 form/yr shown	NH1040ES_2011_0841_P1.frm NH1040ES_2013_1862_P1.frm NH1040ES_2014_1862_P1.FRM NH1040ES_2015_1862_P1.FRM NH1040ES_2016_1862_P1.FRM	Proprietorship or Jointly Owned Property Business Profits Tax Estimates	
	NH1041_2011_0841_P1.frm NH1041_2011_0841_P2.frm	Fiduciary Business Profits Tax Return	

	NH1041_2012_1862_P1.frm	
	NH1041_2012_1862_P2.frm	
	NH1041_2013_1862_P1.FRM	
	NH1041_2013_1862_P2.FRM	
	NH1041_2014_1862_P1.FRM	
	NH1041_2014_1862_P2.FRM	
	NH1041_2015_1862_P1.FRM	
	NH1041_2015_1862_P2.FRM	
	NH1041ES_2011_0841_P1.frm	Fiduciary Business Profits Tax Estimates
No 2012 form/yr shown	NH1041ES_2013_1862_P1.frm	
	NH1041ES_2014_1862_P1.frm	
	NH1041ES_2015_1862_P1.frm	
	NH1041ES_2016_1862_P1.frm	
	NH1065_2011_0841_P1.frm	Partnership Business Profits Tax Returns
	NH1065_2011_0841_P2.frm	
	NH1065_2011_0841_P3.frm	
	NH1065_2012_1862_P1.frm	
	NH1065_2012_1862_P2.frm	
	NH1065_2012_1862_P3.frm	
	NH1065_2013_1862_P1.frm	
	NH1065_2013_1862_P2.frm	
	NH1065_2013_1862_P3.frm	
	NH1065_2014_1862_P1.frm	
	NH1065_2014_1862_P2.frm	
	NH1065_2014_1862_P3.frm	
	NH1065_2015_1862_P1.frm	
	NH1065_2015_1862_P2.frm	
	NH1065_2015_1862_P3.frm	
	NH1065ES_2011_0841_P1.frm	Partnership Business Profits Tax Estimates
No 2012 forms/yr shown	NH1065ES_2013_1862_P1.frm	
	NH1065ES_2014_1862_P1.frm	
	NH1065ES_2015_1862_P1.frm	
	NH1065ES_2016_1862_P1.frm	
	NH1120_2011_0841_P1.frm	Corporate Business Profits Tax Returns
	NH1120_2011_0841_P2.frm	
	NH1120_2012_1862_P1.frm	
	NH1120_2012_1862_P2.frm	
	NH1120_2013_1862_P1.frm	

	NH1120_2013_1862_P2.frm	
	NH1120_2014_1862_P1.frm	
	NH1120_2014_1862_P2.frm	
	NH1120_2015_1862_P1.frm	
	NH1120_2015_1862_P2.frm	
	NH1120ES_2011_0841_P1.frm	Corporate Business Profits Tax Estimates
	NH1120ES_2012_1862_P1.frm	
No 2012 form/yr shown	NH1120ES_2014_1862_P1.frm	
	NH1120ES_2015_1862_P1.frm	
	NH1120ES_2016_1862_P1.frm	
	NH1120WE_2011_0841_P1.frm	Continued Business Profits Tax Return
	NH1120WE_2011_1862_P2.frm	
	NH1120WE_2012_1862_P1.frm	
	NH1120WE_2012_1862_P2.frm	
	NH1120WE_2012_1862_P3.frm	
	NH1120WE_2012_1862_P4.frm	
	NH1120WE_2012_1862_P1.frm	
	NH1120WE_2012_1862_P2.frm	
	NH1120WE_2013_1862_P3.frm	
	NH1120WE_2013_1862_P4.frm	
	NH1120WE_2014_1862_P1.frm	
	NH1120WE_2014_1862_P2.frm	
	NH1120WE_2014_1862_P3.frm	
	NH1120WE_2014_1862_P4.frm	
	NH1120WE_2015_1862_P1.frm	
	NH1120WE_2015_1862_P2.frm	
	NH1120WE_2015_1862_P3.frm	
	NH1120WE_2015_1862_P4.frm	
2013 form/yr shown only	NHPLYT_2013_1862_P1.frm	New Hampshire Payment
	NON_FORM.frm	
	PA34_2012_1862_P1.frm	PA 34
2012 form/yr shown only	PA34_2012_1862_P2.frm	
	PA34_2012_1862_P3.frm	
	PA34_2012_1862_P4.frm	
	RP10_2011_0841_P1.frm	Interest and Dividends Tax Return



RP10\_2011\_0841\_P2.frm  
 RP10\_2011\_0841\_P3.frm  
 RP10\_2011\_0841\_P4.frm  
 RP10\_2011\_0841\_P5.frm  
 RP10\_2012\_1862\_P1.frm  
 RP10\_2012\_1862\_P2.frm  
 RP10\_2012\_1862\_P3.frm  
 RP10\_2012\_1862\_P4.frm  
 RP10\_2012\_1862\_P5.frm  
 RP10\_2013\_1862\_P1.frm  
 RP10\_2013\_1862\_P2.FRM  
 RP10\_2013\_1862\_P5.FRM  
 RP10\_2013\_1862\_P4.FRM  
 RP10\_2013\_1862\_P5.FRM  
 RP10\_2014\_1862\_P1.frm  
 RP10\_2014\_1862\_P2.FRM  
 RP10\_2014\_1862\_P5.FRM  
 RP10\_2014\_1862\_P4.FRM  
 RP10\_2014\_1862\_P5.FRM  
 RP10\_2015\_1862\_P1.frm  
 RP10\_2015\_1862\_P2.FRM  
 RP10\_2015\_1862\_P3.FRM  
 RP10\_2015\_1862\_P4.FRM  
 RP10\_2015\_1862\_P5.FRM

RP10ES\_2011\_0841\_P1.frm  
 RP10ES\_2012\_0841\_P1.frm  
 RP10ES\_2013\_1862\_P1.frm  
 RP10ES\_2014\_1862\_P1.frm  
 RP10ES\_2015\_1862\_P1.frm  
 RP10ES\_2016\_1862\_P1.frm

Interest and Dividends Tax Estimated Quarterly Payment Forms

RP120\_2011\_0841\_P1.frm  
 RP120\_2012\_1862\_P1.frm  
 RP120\_2013\_1862\_P1.frm  
 RP120\_2014\_1862\_P1.frm  
 RP120\_2015\_1862\_P1.frm

Computation of S-Corporation Gross Business Profits

RP120P\_2011\_0841\_P1.frm  
 RP120P\_2012\_1862\_P1.frm  
 RP120P\_2013\_1862\_P1.frm  
 RP120P\_2014\_1862\_P1.frm

Computation of Partnership Gross Business Profits

	RP120P_2010_1862_P1.frm	
Only 2011, 2012 form/yr shown	RP121_2011_0841_P1.frm	Non-Consolidation Members of a Combined Group Reconciliation
	RP121_2012_1862_P1.frm	
	RP131A_2011_0841_P1.frm	Net Operating Loss (NOL) Worksheet
	RP131A_2012_1862_P1.frm	IMAGE ONLY
	RP131A_2013_1862_P1.frm	IMAGE ONLY
	RP131A_2014_1862_P1.frm	IMAGE ONLY
	RP131A_2015_1862_P1.frm	IMAGE ONLY
	RP131B_2011_0841_P1.frm	Net Operating Loss (NOL) Worksheet
	RP131B_2012_1862_P1.frm	
	RP131B_2013_1862_P1.frm	IMAGE ONLY
	RP131B_2014_1862_P1.frm	IMAGE ONLY
	RP131B_2015_1862_P1.frm	IMAGE ONLY
	RP132_2011_0841_P1.frm	Net Operating Loss (NOL) Deduction Worksheet
	RP132_2012_1862_P1.frm	
	RP132_2013_1862_P1.frm	
	RP132_2014_1862_P1.frm	
	RP132_2015_1862_P1.frm	
	RP132WE_2011_0841_P1.frm	Combined Group Net Operating Loss (NOL) Deduction Worksheet
	RP132WE_2012_1862_P1.frm	IMAGE ONLY
	RP132WE_2013_1862_P1.frm	IMAGE ONLY
	RP132WE_2014_1862_P1.frm	IMAGE ONLY
	RP132WE_2015_1862_P1.frm	IMAGE ONLY
	RP160_2011_0841_P1.frm	Schedule for Business Enterprise and Business Profits Tax Credits
	RP160_2011_0841_P2.frm	
	RP160_2011_0841_P3.frm	
	RP160_2012_1862_P1.frm	
	RP160_2012_1862_P2.frm	
	RP160_2012_1862_P3.frm	
	RP160_2013_1862_P1.frm	
	RP160_2013_1862_P2.frm	
	RP160_2013_1862_P3.frm	
	RP160_2014_1862_P1.frm	
	RP160_2014_1862_P2.frm	
	RP160_2014_1862_P3.frm	
	RP160_2015_1862_P1.frm	

	RP160_2015_1862_P2.frm RP160_2015_1862_P3.frm	
	RP2210_2011_0841_P1.frm RP2210_2011_0841_P2.frm RP2210_2012_1862_P1.frm RP2210_2012_1862_P2.frm RP2210_2013_1862_P1.FRM RP2210_2013_1862_P2.FRM RP2210_2014_1862_P1.FRM RP2210_2014_1862_P2.FRM RP2210_2015_1862_P1.FRM RP2210_2015_1862_P2.FRM	Exceptions and Penalty for the Underpayment of Estimated Tax
	RPS9_2011_0841_P1.frm Dividends Tax Return RPS9_2012_1862_P1.frm RPS9_2013_1862_P1.FRM RPS9_2014_1862_P1.FRM RPS9_2015_1862_P1.FRM	Payment Form and Application for Extension of Time to File interest and
Only 2011 yr/form shown	SCHD1_2011_0841_P1.frm	Schedule
Only 2011 yr/form shown	SCHD1A_2011_0841_P1.frm	Schedule IA
	SCHD2_2011_0841_P1.frm SCHD2_2012_1862_P1.frm SCHD2_2013_1862_P1.frm SCHD2_2014_1862_P1.frm SCHD2_2015_1862_P1.frm	Combined Business Profits Tax Return Schedule B
	SCHD3_2011_0841_P1.frm SCHD3_2011_0841_P2.frm SCHD3_2012_1862_P1.frm SCHD3_2013_1862_P2.frm SCHD3_2013_1862_P1.frm SCHD3_2013_1862_P2.frm SCHD3_2014_1862_P1.frm SCHD3_2014_1862_P2.frm SCHD3_2015_1862_P1.frm SCHD3_2015_1862_P2.frm	Combined Business Profits Tax Return Schedule III



Only 2013 yr/form shown      SOD\_2013\_1862\_P1.frm      Scan On Demand

Only 2013 yr/form shown      TNPYMT\_2013\_1862\_P1.frm      Tax Notice Payment

# 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 FAIRFAX IMAGING, INC. is a Virginia Profit Corporation registered to transact business in New Hampshire on May 16, 2011. 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: 649705



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE OF AUTHORIZATION**

**April 5, 2017**

I hereby certify that a meeting of the Board of Directors of Fairfax Imaging, Inc. duly called and held at Tampa, Florida on the 5th day of April, 2017.

At which a quorum was present and acting, it voted that **Michael Minter** of Fairfax Imaging, Inc., be and hereby is authorized to execute and deliver for and behalf of the Corporation a Contract with the **State of New Hampshire**.

I further certify that **Michael Minter** is duly qualified and acting VP, Sales and Marketing to the Corporation and that said vote has not been repealed, rescinded or amended.

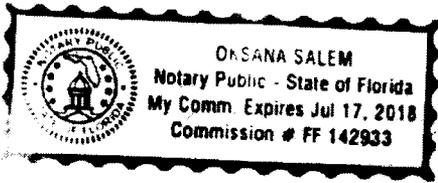
A true copy of the record,

ATTEST: 

(corporate seal)

On the 5th day of April 2017, before me, the undersigned Notary Public, personally appeared Saad Stephen Chahal duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was personally known that he is the person whose name is signed on the foregoing documents, and acknowledged to me that he signed it voluntarily for the its stated purpose and that it was his free act and deed.

  
Notary Public  
My Commission Expires: July 17, 2018





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/4/2017

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

<b>PRODUCER</b> Comegys Insurance Agency  One Beach Drive S. E. Ste. 230 Saint Petersburg FL 33701	<b>CONTACT NAME:</b> Mary Hurley <b>PHONE (A/C No. Ext):</b> (727) 521-2100 <b>E-MAIL ADDRESS:</b> maryh@comegys.com	<b>FAX (A/C No.):</b> (727) 528-0626
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fairfax Imaging, Inc. 2005 Pan AM CR  Tampa FL 33607	<b>INSURER A:</b> St. Paul Fire & Marine Ins. Co.	
	<b>INSURER B:</b> The Phoenix Insurance Co	
	<b>INSURER C:</b> Travelers Property Casualty Co	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 16/17 GL/AU/WC/Umb/Prof      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			ZPP21N0644316I5	8/29/2016	8/29/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>			BA2A70339616TEC	8/29/2016	8/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			ZPP21N0644316I5	8/29/2016	8/29/2017	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 9,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			HNUB5389R63216	8/29/2016	8/29/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liability</b>			ZPL13T1503316I5	8/29/2016	8/29/2017	General Agg /Each Occurrence \$3,000,000
	<b>Cyber Liability</b>			ZPL13T1503316I5	8/29/2016	8/29/2017	General Agg /Each Occurrence \$5,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Revenue Administration 109 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  Billy Martin/MARYH 