



John T. Beardmore
Commissioner

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



JD gbb

December 13, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

Requested Action

100% Capital (General Funds)

Authorize the Department of Revenue Administration to amend the "Document Processing and Remittance Contract 2011-015" approved by Governor & Council on September 28, 2011, with FairFax Imaging, Inc., a Virginia Corporation, to include various additional deliverables within the terms of the contract and to change the end date of the contract from September 28th, 2014 to June 30th, 2014, with no change to the cost of the contract. The changes include a lesser amount required for a scanner which was requested as a contingency in the original contract.

Funding is available in the following account with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funding

01-84-84-840030-1788 Department of Revenue 10-145:1-XI-A Tax System

The FY 2011 Capital Budget included an appropriation of \$1,845,295. The detail below presents the originally approved contract funding and the funding needs for this amendment:

	<u>FY 2012</u>	<u>FY 2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>Total</u>
034-500099 Major IT Systems	\$931,770	\$475,474	\$109,347	\$28,704	\$1,545,295
Adjustment for IT systems			\$215,000		\$215,800
Contingency		\$300,000			\$300,000
Adjustment to Contingency		(\$300,000)	\$84,200		(\$215,800)
					\$1,845,295

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.

Explanation

The New Hampshire Department of Revenue Administration (“Department”) entered into the “Document Processing and Remittance Contract 2011-015” with FairFax Imaging, Inc. (“FairFax”) for their recommendation and provision of an integrated Commercial-Off-the-Shelf (COTS) Software and high speed scanning solution to enhance and modernize document processing and remittance functions, and to lead to the design, development, implementation, training and post implementation support of the recommended solution. Migrating from a manual entry system to a digital processing system has allowed the Department to process returns and payments more efficiently and accurately at a lesser cost to taxpayers.

The original contract requires amendment to accommodate both an updated timeline for completion of all contract deliverables as well as the addition of new deliverables necessitated as implementation, testing, and assessment of the FairFax system has occurred. These new deliverables include:

- The provision to Department of Information Technology (“DoIT”) Staff by FairFax no less than two (2) weeks of Training and Knowledge Transfer, which will include formal onsite classroom training and hands-on exercises.
- Significant updates to Department forms including Tax Year 2013 updates, numerous pending change requests, and other form conversions.
- Professional services and overall Project Management to implement, install, and configure a back-up scanner solution; including training on its use.

Please be advised that the proposed Amendment was posted for Department of Information Technology advisory.

Contingency

The original Governor & Council approval contemplated a contingency of \$300,000 for the Department to procure an additional ImageTrac 5445 (or similar) scanner in the event that the volume of processed documents dictated an additional scanner. The original Governor & Council approval contemplated those funds would be encumbered by the end of FY 2012. The Department now seeks authorization to use \$84,200 of the \$300,000 contingency, appropriated

but unencumbered as contemplated, for use to purchase an ImageTrac DS 1150 scanner to serve as a back-up scanner during periods of extended outage.

Your consideration is greatly appreciated.

Respectfully submitted,

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

John T. Beardmore
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Commissioner

December 23, 2013

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

Dear Commissioner Beardmore:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with FairFax, Imaging, Inc. of Tampa, FL as described below and referenced as DoIT No. 2011-015A.

The Department of Revenue Administration is amending its current contract with FairFax Imaging Inc. Since the document remittance engagement began, DRA and FairFax have been able to refine the requirements defining a successful implementation. Therefore, the purpose of the amendment is to redefine the deliverables outlined for Phase II. The new contract end date is June 30th 2014 which is a change from September 28th 2014. There have been no changes made with respect to cost of this contract.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".
Peter C. Hastings

PCH/ltn
DoIT 2011-015A

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION**

**FIRST AMENDMENT OF FAIRFAX IMAGING, INC. DOCUMENT PROCESSING
AND REMITTANCE CONTRACT 2011-015**

THIS AMENDMENT ("Amendment") is by and between the State of New Hampshire acting by and through its DEPARTMENT OF REVENUE ADMINISTRATION ("DRA"), which has a principal place of business at 109 Pleasant Street, Concord, NH 03302 and FAIRFAX IMAGING, INC. ("Fairfax"), a Virginia Corporation having a principal place of business at 5125 W. Laurel Street, Suite 110, Tampa, FL 33607.

Recitals

WHEREAS, DRA and Fairfax entered into the DOCUMENT PROCESSING AND REMITTANCE CONTRACT 2011-015 ("Contract") [Attached as EXHIBIT A and incorporated by reference] on September 14, 2011; and

WHEREAS, DRA and Fairfax mutually desire to amend the Contract;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants of the parties set forth in this Amendment, DRA and Fairfax hereby agree as follows:

1. Personnel Changes. DRA and Fairfax hereby agree to amend the Contract to reflect the following personnel changes:

a. Part 2, Section 3.2.5 is hereby amended to designate as Fairfax Imaging, Inc. Project Manager:

Sandy Thompson
Project Manager
Fairfax Imaging, Inc.
5215 W. Laurel Street, Suite 110
Tampa, FL 33607

b. Part 2, Section 3.3.3.1 is hereby amended to designate as Key Project Staff:

Fairfax Imaging, Inc.'s Key Project Staff:

<u>Key Member</u>	<u>Title</u>
Sandy Thompson	Project Manager
Donna Schmitz	Director, Professional Services
Phil Cannon	Senior Business Analyst
Steve Hallman	IBML Implementation Specialist
Bryan Kwiatkowski	Senior Project Engineer

Justin Scarberry	Software Engineer
An Nguyen	Software Engineer
Tamara Banks	Trainer
Brennan O'Donnell	QO Tester

c. Part 2, Section 3.4 is hereby amended to designate as State Contract Manager:

Debra A. Bourbeau, Director
 Document Processing Division
 Department of Revenue Administration
 109 Pleasant Street
 Concord, NH 03301
 Tel: (603) 230-5912
 Email: Debra.Bourbeau@dra.nh.gov

d. Part 2, Section 3.5 is hereby amended to designate as State IT Project Manager:

Christiana Goodwin, DoIT Leader
 Department of Revenue Administration
 109 Pleasant Street
 Concord, NH 03301
 Tel: (603) 230-5980
 Email: Christiana.Goodwin@dra.nh.gov

e. The "Dispute Resolution Responsibility and Schedule Table" in Part 2, Section 16 of the Contract is hereby amended to appear as follows:

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
First	Donna Schmitz, Director, Professional Services	Debra A. Bourbeau, Director, Document Processing Division	5 Business Days
Second	Michael Minter, VP	Assistant Commissioner Margaret Fulton	10 Business Days
Third	Steve Chahal, President	Commissioner John T. Beardmore	15 Business Days

2. Onsite Training and Knowledge Transfer. DRA and Fairfax hereby agree to amend Part 3, Exhibit L to include the following items:

- a. Fairfax will provide Training and Knowledge Transfer to the Department of Information Technology ("DoIT") staff which supports DRA.
- b. Fairfax will provide documentation of suggested roles and pre-requisite skills/base knowledge prior to the start of any training. It will be DoIT's responsibility to understand these prerequisite skills and assign qualified staff to the Training and Knowledge Transfer.
 - i. Understanding the system from a User perspective is required and DoIT staff must have completed user training.
 - ii. .Net is a necessary prerequisite skill; DoIT staff has this skill set.
- c. Fairfax will provide all training material and documentation to maintain the Fairfax system.
 - i. The training material will state measurable objectives for each training component, as outlined in the training materials.
- d. Fairfax will execute the Training and Knowledge Transfer in two components; formal onsite classroom training and hands-on exercises. This Training and Knowledge Transfer will last no less than two (2) consecutive weeks.
- e. Training and Knowledge Transfer will not be complete until DoIT staff is able to successfully perform all tasks in the hands-on exercises.
- f. Fairfax will direct all hands-on exercises.
- g. DoIT will participate in or execute all hands-on exercises at the direction of Fairfax.
 - i. Tax Year 2013 system changes will be used as hands-on training in at least one of the following environments:
 - (1) Development
 - (2) Test
 - (3) Production
 - ii. DoIT staff will perform the majority of the changes.
 - (1) Pursuant to section 3, a. of this Amendment, Fairfax is responsible for ensuring the successful completion of all Tax Year 2013 changes including that the Fairfax application has passed all unit testing. DoIT will be responsible for the performance of the state staff resources.
- h. DRA will provide the training location and equipment.
- i. DRA, DoIT Leadership, and Fairfax, upon completion of the training sessions, will certify in writing that the DoIT staff has been adequately trained based on the objectives outlined in the training material presented by Fairfax.

- j. Fairfax will provide ongoing development, configuration, and testing support until completion of implementation. Implementation will be considered complete only upon DRA's certification of completion in writing.
3. Scope of Phase II. DRA and Fairfax hereby agree to alter the "Phase II" deliverables, as outlined in Part 3, Exhibit I, to include the following items, which will fall within "Phase II Implementation Acceptance" on the "Implementation and Payment Schedule" in Part 3, Exhibit B of the Contract:
- a. Tax Year 2013 Updates: Fifty-seven (57) pages require year 2013 updates only. Two (2) pages additionally require some limited forms changes.
 - b. Pending Change Requests: CR002, CR004, CR07B, CR008, CR009, CR015, CR016 [Attached as EXHIBIT B].
 - c. Forms: The forms to be included in the Phase II deliverables will include DP-8, DP-9, DP-14, payment voucher form, scan on demand, tax notice payment and the applicable Phase I forms converted to six inch by ten inch grid format as previously agreed to as part of initial Phase II discussions. The Design Document must include the end to end process for each document including but not limited to scanning, keying, output and database population.
 - d. Back-Up Scanner Solution: DRA shall purchase the ImageTrac DS 1150 scanner as recommended by Fairfax as the best solution for a back-up scanner. Fairfax shall provide professional services associated with the scanner implementation, overall Project Management for the implementation of the back-up scanner solution, and installation of Quick IBMLInput and configuration at no additional cost to DRA as provided in a July 24, 2013 communication from Fairfax [Attached as EXHIBIT C].
 - e. Fairfax hereby agrees that the ImageTrac DS 1150 scanner satisfies those "Priority Responses" outlined in Part 3, Exhibit H of the Contract relating to implementation of a back-up scanner. Further, Fairfax and DRA hereby agree to amend the "Work Plan" contained within Part 3, Exhibit I of the Contract to fully include the provision of installation, development, configuration, testing, and implementation support with respect to the ImageTrac DS 1150 scanner. Fairfax and DRA also hereby agree that the "Training Services" contained within Part 3, Exhibit L of the Contract will include training on all aspects of the ImageTrac DS 1150 back-up scanner solution consistent with the training methodologies outlined in Part 3, Exhibit L.
4. Updated Timeline, Payment Schedule, Warranty Period, and Work Plan.
- a. DRA and Fairfax hereby agree that Phase I of the contract timeline is closed to any enhancement requests and that any defect that directly impacts mission

critical operations will be addressed as defined in the Contract Part 3, Exhibit G Maintenance and Support Services.

- b. DRA and Fairfax hereby agree that the Maintenance Payment Schedule in Part 3, Exhibit B of the Contract shall be amended to include the additional maintenance rate of \$7,356 annually for the ImageTrac DS 1150 scanner. This additional rate will be effective July 1, 2014.
- c. DRA and Fairfax hereby agree that the Implementation Payment Schedule in Part 3, Exhibit B of the Contract will be modified as follows:

ACTIVITY		TYPE	MILESTONE	DATE	PAYMENT
Phase II Design Complete		Combined	Payment #4	Upon G&C Approval of Amendment	\$55,795
Installation of ImageTrac DS 1150 Scanner		N/A	N/A	March 1, 2014	\$84,200
Phase II Implementation Acceptance		Non-Software	Payment #5	June 30, 2014	\$264,387
15% Holdback		Non-Software	Payment #6	June 30, 2014	\$211,087

- d. DRA and Fairfax hereby agree that the "Phase II Implementation Acceptance" activity referenced in the Contract Section 3, Exhibit B, as well as Section 4, b. of this Amendment shall adhere to the following timeline.

DELIVERABLE	START DATE	COMPLETION DATE
DRA Review and Finalization of Design Document	January 18, 2014	January 31, 2014
Design Document Signed		February 1, 2014
Back-Up Scanner Solution Operational		April 1, 2014
Test Scripts/Sample Batches Completed	February 1, 2014	April 14, 2014
Development	April 15, 2014	April 30, 2014
NHDRA UAT Testing for Phase II Deliverables	May 1, 2014	May 31, 2014
Phase II Project Complete		June 1, 2014
Phase II Projection Completion Sign-Off by DRA		June 30, 2014

- e. DRA and Fairfax hereby agree that the Warranty and Warranty Services period of the Contract has ended and that the Maintenance and Support Services contained within Part 3, Exhibit G of the Contract will continue to apply to all Contract

deliverables and will also apply to any deliverables contained within this Amendment.

5. Written Deliverables and Acceptance. DRA and Fairfax hereby agree to adhere to the procedures for written deliverables review and acceptance as outlined in Part 2, Section 4.3 of the Contract.
6. Remaining Provisions of Fairfax Imaging, Inc. Document Processing and Remittance Contract 2011-015 Remain Intact. Except as amended by this Agreement, all of the provisions of the Fairfax Imaging, Inc. Document Processing and Remittance Contract 2011-015 shall continue in full force and effect.
7. Amendment Affective Date. The effective date of the Amendment ("Amendment Effective Date") shall be the date on which it is approved by the New Hampshire Governor and Executive Council.

EXECUTED by DRA and Fairfax by their undersigned duly authorized representatives, all as of the Amendment Effective Date.

Fairfax: Fairfax Imaging, Inc.

By: Michael D. Minter Date: 11-25-2013
Authorized Signatory

Name: MICHAEL D. MINTER

Title: VP, SALES & MARKETING

DRA: State of New Hampshire, Department of Revenue Administration

By: John Beardmore Date: 12/5/13
Authorized Signatory

Name: John Beardmore

Title: Commissioner

New Hampshire Attorney General:

Approved by Attorney General as to form, substance, and execution.

By: Rosemary Stitt Date: 12-17-13
Senior Assistant Attorney General

New Hampshire Secretary of State:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at their meeting on ____, 2013.

By: _____
Deputy Secretary of State

CERTIFICATE OF VOTE OF AUTHORIZATION

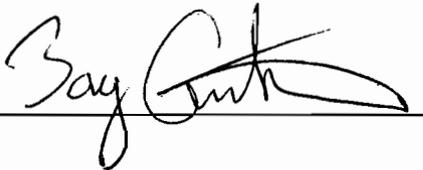
December 10, 2013

I hereby certify that a meeting of the Board of Directors of Fairfax Imaging, Inc. duly called and held at Tampa, Florida on the 10th day of December, 2013.

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

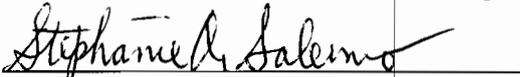
I further certify that **Mike Minter** is duly qualified and acting VP, Sales and Marketing of the Corporation and that said vote has not been repealed, rescinded or amended.

A true copy of the record,

ATTEST: 

(corporate seal)

On this 10th day of December 2013, before me, the undersigned Notary Public, personally appeared Tony Cristofano, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was personally known, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.



Notary Public

My Commission Expires: 6/19/2015



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. a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on May 16, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of December, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2013

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

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

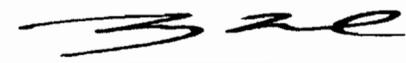
PRODUCER Comegys Insurance Corner One Beach Drive S. E. Ste. 230 Saint Petersburg FL 33701	CONTACT NAME: Mary Hurley PHONE (A/C. No. Ext): (727) 521-2100 E-MAIL ADDRESS: Maryh@comegys.com	FAX (A/C. No.): (727) 528-0626
	INSURER(S) AFFORDING COVERAGE	
INSURED Fairfax Imaging, Inc. 5215 W Laurel St #110 Tampa FL 33607	INSURER A: St. Paul Fire & Marine Ins. Co.	
	INSURER B: The Phoenix Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 13/14 GL/Auto/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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ZPP21N064431215	8/29/2013	8/29/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		ZPP21N064431215	8/29/2013	8/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HN0B5389R63212	8/29/2013	8/29/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability					
A			ZPP21N064431215	8/29/2013	8/29/2014	General Agg /Each Occurrence \$3,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The State of New Hampshire, Department of Revenue Administration shall be listed as an additional insured with respect to general liability.

CERTIFICATE HOLDER State of New Hampshire Department of Revenue Administration Commissioner Kevin Clougherty 109 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Billy Martin/MARYH 



Kevin A. Clougherty
Commissioner

State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 457, Concord, NH 03302-0457
Telephone (603) 271-2318
www.nh.gov/revenue



Margaret L. Fulton
Assistant Commissioner

September 15, 2011

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

Requested Action

Authorize the Department of Revenue Administration (DRA) to enter into a "Firm Fixed Price" agreement with Fairfax Imaging Inc., a Virginia Corporation, for a fee not to exceed \$1,845,295, inclusive of a \$300,000 contingency to procure an additional ImageTrac 5445 (or similar) in the event other state agencies leverage DRA's imaging and data extraction capabilities and those volumes dictate that an additional scanner be purchased. This contract is based on RFP 2011-015 Document Processing and Electronic Remittance and will enable DRA to image incoming documents, extract and validate data, electronically remit payments, and store access aforementioned images in a secure fashion. Effective upon Governor and Council approval through September 28th, 2014, with the option to renew for two additional one-year terms subject to Governor and Council approval. 100% Capital Funds.

Funding is available in the following account with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.:

FUNDING

01-84-84-840030-1788 Department of Revenue 10-145:1-XI-A Tax System

The current Capital Budget includes an appropriation of \$1,845,295 which is intended to be encumbered by the end of FY 2012 and drawn down as follows:

	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>Total</u>
034-500099 Major IT Systems	\$931,770	\$475,474	\$109,347	\$28,704	\$1,545,295
Contingency		\$300,000			<u>\$300,000</u>
					\$1,845,295

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.

Explanation

The mission of the New Hampshire Department of Revenue Administration (DRA) is to collect the proper amount of taxes due, incurring the least cost to the taxpayers, and in a manner that merits the highest degree of public confidence in our integrity, efficiency and fairness. Further, it must provide prompt and constructive assistance to the municipal units of government in matters of budget, finance, and the appraisal of real estate.

The Document Processing Division (DP) of the NHDRA is responsible for the initial processing of all tax returns, remittances, supporting Documentation and correspondence received. DP annually receives approximately 500K documents, processes 280K cash/check transactions, 100K non-payment transactions, and 70K electronic transactions; 54% are full-page size ranging from 1-30 pages, 46% are quarter to half page size.

The State of New Hampshire, acting through the DRA, released a Request for Proposal (RFP 2011-015) to procure Vendor Services to recommend and provide an integrated Commercial-Off-the-Shelf (COTS) Software and high speed scanning solution to enhance and modernize document processing and remittance functions, and to lead the design, development, implementation, training and post implementation support of the recommended solution.

The RFP was posted in the State of New Hampshire Administrative Services' Purchase and Property website to solicit bids for this service. The posting was open for sixty (60) days. As questions arose both the questions and answers were posted as addendums available for public access viewing. Three (3) bidders provided a bid proposal. Attached hereto as Schedule A is the list of all bidders. The bid evaluation team included: Margaret Fulton, Assistant Commissioner; Brian Pace, Director PMO; Kathleen Sher, Director Audit; Kathryn Skouteris, Assistant Revenue Counsel; Angela Isabelle; Administrative Supervisor Document Processing; David Cornell, Assistant Director Property Appraisal; Sheila Tibbetts, IT Leader; Richard Nadeau, System Development Specialist. This team was assembled based on their expertise within their respective areas as this initiative has global implications throughout DRA. Bids were reviewed utilizing the criteria attached hereto as Schedule B. Scoring bidders are included within Schedule C. The highest point scoring vendor was Fairfax Imaging Inc, with 88.25 pts. Fairfax Imaging Inc. also provided the lowest cost estimate at \$1,983,482.45, which was then lowered to the current award amount of \$1,545,295 (excluding the contingency) after the Department requested a best and final offer from all bidders.

The scope of the project includes the procurement and integration of a single IBML ImageTrac 5445 scanner, as well as a COTS Solution that will process electronic images of documents received, manage the storage and retrieval of said images, perform data extraction via OCR/ICR technologies, validate the extracted data, provide automated workflow for exception management, perform remote deposit following Check 21 standards, provide specific operational reports, and provide an electronic file of transactions for interfacing with the Tax Information Management System (TIMS) batching and deposit subsystems.

FairFax Imaging Inc. will be responsible for install, testing, integration, implementation, training and support of the end to end solution, inclusive of hardware and software globally as well as for each form individually as they progress through the phased implementation. FairFax Imaging Inc. is responsible for the development and test environments and the State will implement the user acceptance and productions environments based on written instructions from the vendor. These responsibilities include but are not limited to:

- All services, software and hardware deliverables, as well as all configuration and development associated with the implementation of the Document Processing and Electronic Remittance solution.
- Network Architecture assessment and associated integration strategy.
- Analysis of existing business processes and creation of new business processes pertaining to integration of Document Processing and Electronic Remittance solution.
- Analysis of existing tax forms/returns/documents and the creation of a phased implementation.
- Analysis of existing Document Processing organizational structure and job descriptions and recommendations based on enhancements associated with implementation.
- Procurement of a single IBML ImageTrac 5445 scanner.
- Installation, implementation, integration, testing, training, documentation, and system support services associated with the IBML ImageTrac 5445 scanner and Document Processing and Electronic Remittance solution.
- Overall support and coordination, configuration, migration from existing imaging format (BLOB), and interfacing with other DRA systems.
- Integration with existing and selected hardware associated with the Document Processing and Electronic Remittance solution.
- Application Security Assessment and validation of secured access to data elements and stored images.

The option to renew for two additional one-year terms is for maintenance only to be incorporated into the DRA operating budget, subject to future available funding. The cost for year 1 maintenance beyond the initial contract period is \$116,241; year 2 is \$122,062.

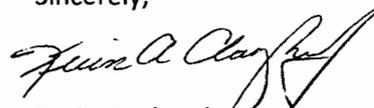
Please be advised that the Department of Information Technology has approved this request. The approval letter is attached.

Contingency

DRA has requested and included a \$300,000 contingency. The intent of the contingency is to procure an additional ImageTrac 5445 (or similar) in the event other state agencies leverage DRA's imaging and data extraction capabilities and those volumes dictate that an additional scanner be purchased. The total contract price contemplates this contingency.

We respectfully request your consideration regarding this matter.

Sincerely,



Kevin A. Clougherty
Commissioner of Revenue

Attachments

RFP 2011-015
Schedule A - List of Bidders

Company

FairFax Imaging Inc.
5125 W. Laurel Street, Suite 110
Tampa, FL 33607

BIS Imaging Systems
13900 N. Harvey
Edmond, OK 73013

Ensemble Systems Inc.
#2268-13353 Commerce Parkway,
Richmond, BC
V6V 3A1, Canada

**STATE OF NEW HAMPSHIRE Department of Revenue Administration
Document Processing and Electronic Remittance 2011-015 CONTRACT AGREEMENT- PART 1**

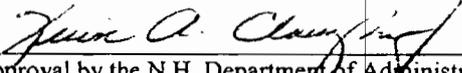
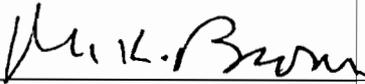
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name FairFax Imaging, Inc.		1.4 Contractor Address 5125 W. Laurel Street, Suite 110 Tampa, FL 33607	
1.5 Contractor Phone Number 8776278325	1.6 Account Number 30-17880000-500099	1.7 Completion Date September 28, 2014	1.8 Price Limitation \$1,845,295
1.9 Contracting Officer for State Agency Kevin Clougherty		1.10 State Agency Telephone Number 6032305000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory STEPHEN S. CHAHAL	
1.13 Acknowledgement: State of <u>FL</u> , County of <u>Collins</u> On <u>9/14/2011</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Michael D. Fritchey			
1.14 State Agency Signature 		1.15 Kevin Clougherty – Commissioner, DRA	
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) By:  On: <u>9/15/11</u>			
1.18 Approval by the Governor and Executive Council By: 		DEPUTY SECRETARY OF STATE	

SEP 28 2011

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based 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 \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance 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

Contractor Initials 
Date 9/14/2011

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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

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	for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>).
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	The test performed on programs or procedures used to convert data from existing systems for use in replacement systems.
COTS	Commercial off the Shelf.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code underlying any Customer User Exit.
Custom Software	Software that constitutes a Customer User Exit.
Customer User Exit	Customer User Exit refers to a customized software user interface, routine, or subprogram, outside of Quick Modules, that is developed specifically by Fairfax Imaging, Inc. to the State's specific unique requirements pursuant to this Contract.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
DBA	Database Administrator.
Deficiencies/Defects	<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>Class A Deficiency – Software - 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>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p>

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

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	information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire.
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	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 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of

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	Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the project.
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All Custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire

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	<p>Department of Revenue Administration 109 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies</p>
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> .
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through September 28, 2014.
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test.

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Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through Department of Revenue Administration ("State"), and FairFax Imaging, Inc., a Virginia Corporation, ("Contractor abbreviation"), having its principal place of business at 5125 W. Laurel Street, Suite 110, Tampa, FL, 33607.

The intent of this Project is to procure vendor Services to recommend and provide an integrated Commercial-Off-the-Shelf (COTS) Software and high speed scanning solution for the Department of Revenue Administration to enhance and modernize document processing, enable electronic remittance functions and to lead the design, development, implementation, training and post implementation support of the recommended Solution.

RECITALS

The State desires to have FairFax Imaging, Inc. provide a COTS Software System, and associated Services for Department of Revenue Administration;

FairFax Imaging, Inc. wishes to provide a COTS Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated 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- Contractor Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- Contractor Proposal, by reference
 - Exhibit O- Certificates and Attachments

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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. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1;
- b. *General Contract Requirements* in Section 6 of the RFP document;
- c. State of New Hampshire, Department of Revenue Administration Contract 2011-015;
- d. RFP 2011-015 Document Processing and Remittance, dated March 2, 2011, with addendum(s) 1-3 Incorporated; then
- e. The Contractor Proposal, dated May 4, 2011.

1.3 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 September 28, 2014. The Term may be extended up to five years in the aggregate in one year Increments, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond September 28, 2016.

FairFax Imaging, Inc. shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require FairFax Imaging, Inc. to commence work prior to the Effective Date; however, if FairFax Imaging, Inc. commences work prior to the Effective Date and prior to receiving a Notice to Proceed, such work shall be performed at the sole risk of FairFax Imaging, Inc. In the event that the Contract does not become effective, the State shall be under no obligation to pay FairFax Imaging, Inc. 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.

Time is of the essence in the performance of Fairfax Imaging's obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

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2.2 Non-Exclusive, FIRM FIXED PRICE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

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

3. CONTRACT MANAGEMENT

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

3.1 FairFax Imaging, Inc. Contract Manager

FairFax Imaging, Inc. shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. FairFax Imaging's Contract Manager is:

Michael Minter
VP, Sales and Marketing
5125 W. Laurel Street, Suite 110
Tampa, FL 33607
Office: (972)772-4414
Mobile: (214)384-3174
mminter@fairfaximaging.com

3.2 FairFax Imaging, Inc. Project Manager

3.2.1 Contract Project Manager

FairFax Imaging, Inc. shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. FairFax Imaging, Inc.'s selection of the FairFax Imaging, Inc. 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 Imaging, Inc. Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of FairFax Imaging, Inc.'s Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 FairFax Imaging, Inc. Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding

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

3.2.3 FairFax Imaging, Inc. shall not change its assignment of FairFax Imaging, Inc. Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of FairFax Imaging, Inc.'s Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater applicable skills than FairFax Imaging, Inc. Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. FairFax Imaging, Inc. shall assign a replacement FairFax Imaging, Inc. Project Manager within ten (10) business days of the departure of the prior FairFax Imaging, Inc. Project Manager, and FairFax Imaging, Inc. shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim FairFax Imaging, Inc. Project Manager.

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

3.2.5 The FairFax Imaging, Inc. Project Manager is:
Mark C. Emery, PMP
Fairfax Imaging, Project Manager
5410 W. Sheena Drive
Glendale, Arizona 85306
Office: (877)627-8325 x.124
Mobile: (602)377-9775
Fax: (813)881-1600
memery@ffximg.com

3.3 FairFax Imaging, Inc. Key Project Staff

3.3.1 FairFax Imaging, Inc. 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.1: *System*

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109 Pleasant Street
Concord, NH 03301
Tel: (603) 230-5025
Fax: (603) 271-6121
Email: brian.pace@rev.state.nh.us

3.5 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/Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Brian Pace
Department of Revenue Administration
109 Pleasant Street
Concord, NH 03301
Tel: (603) 230-5025
Fax: (603) 271-6121
Email: brian.pace@rev.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the FairFax Imaging, Inc. Project Manager and FairFax Imaging, Inc. Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

FairFax Imaging, Inc. 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 Imaging, Inc. may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. FairFax Imaging, Inc. must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider FairFax Imaging, Inc. to be wholly responsible for the performance of the Contract and the sole point of

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contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

FairFax Imaging, Inc. 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, FairFax Imaging, Inc. represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from FairFax Imaging, Inc. 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 Imaging, Inc. in writing of its acceptance or rejection of the Deliverable within 10 (ten) business days of the State's receipt of FairFax Imaging, Inc.'s written Certification. If the State rejects the Deliverable, the State shall notify FairFax Imaging, Inc. of the nature and class of the Deficiency and FairFax Imaging, Inc. shall correct the Deficiency within the period identified in the Work Plan. If no period for FairFax Imaging, Inc.'s correction of the Deliverable is identified, FairFax Imaging, Inc. 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 Imaging, Inc. of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If FairFax Imaging, Inc. fails to correct the Deficiency, to the State's reasonable satisfaction, within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require FairFax Imaging, Inc. to continue until the Deficiency is corrected, or immediately terminate the Contract, declare FairFax Imaging, Inc. in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

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

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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.

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All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

FairFax Imaging, Inc. shall provide the State with COTS Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 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 Imaging'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.

5.4 Title

FairFax Imaging, Inc. must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

FairFax Imaging, Inc. shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

FairFax Imaging, Inc. 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 Imaging, Inc. shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

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7.2 Implementation Services

FairFax Imaging, Inc. 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 Imaging 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 Imaging, Inc. 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 Imaging, Inc. 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*.

8. WORK PLAN DELIVERABLE

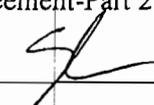
FairFax Imaging, Inc. shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve FairFax Imaging, Inc. from liability to the State for damages resulting from FairFax Imaging, Inc.'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 Imaging, Inc. must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of FairFax Imaging, Inc. 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 Imaging, Inc. 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



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FairFax Imaging'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 reasonable 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 Imaging, Inc.'s receipt of a Change Order, FairFax Imaging, Inc. shall advise the State, in detail, of any impact on cost (e.g., Increase or decrease), the Schedule, or the Work Plan.

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

10. INTELLECTUAL PROPERTY

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Custom Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Custom Software, Custom Software modifications, and Documentation developed under the Contract and to authorize others to do so.

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

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10.1 State's Business

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with FairFax Imaging, Inc. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use.

10.2 FairFax Imaging, Inc.'s Materials

Subject to the provisions of this Contract, FairFax Imaging, Inc. may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, FairFax Imaging, Inc. shall not distribute any products containing or disclose any State Confidential Information. FairFax Imaging, Inc. 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 Imaging, Inc. employees or third party consultants engaged by FairFax Imaging, Inc.

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.

10.3 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.

10.4 Custom Software Source Code

FairFax Imaging, Inc. shall provide the State with a copy of the source code for the Custom Software, 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 Software.

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10.5 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, FairFax Imaging, Inc. may gain access to information of the State, including State Confidential Information and Department of Revenue Confidential and Privileged 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*). "Department of Revenue Confidential and Privileged Information" shall include the records and files of the Department, pursuant to NH RSA 21-J:14. FairFax Imaging, Inc. shall not use the State Confidential Information or the Department of Revenue Confidential and Privileged 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 Imaging, Inc.'s performance under the Contract.

11.2 State Confidential Information

FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon FairFax Imaging, Inc. regarding the State Confidential Information, and FairFax Imaging, Inc. 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.

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In the event of the unauthorized release of State Confidential Information, FairFax Imaging, Inc. 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 Department of Revenue Confidential and Privileged Information

Pursuant to NH RSA 21-J:14, the Department of Revenue Confidential and Privileged Information shall be confidential and privileged and shall not be disclosed. Neither FairFax Imaging, Inc. nor any of its employees to whom such information becomes available shall disclose Department of Revenue Confidential and Privileged Information that becomes available to FairFax Imaging, Inc. in connection with its performance under the Contract, regardless of its form.

~~Fairfax Imaging, Inc. and its employees shall be legally bound by RSA-21-J:14 and shall establish and maintain procedures and controls acceptable to the State to ensure full compliance with the confidentiality requirements of RSA 21-J:14.~~

Fairfax Imaging, Inc. and its employees shall be knowledgeable of NH RSA 21-J:14. Fairfax Imaging, Inc. and any of its employees that perform services under the Contract shall each read, sign, and be bound by the NHDRA Policy on Confidentiality of Information.

11.4 FairFax Imaging, Inc. Confidential Information

Insofar as FairFax Imaging, Inc. seeks to maintain the confidentiality of its confidential or proprietary information, FairFax Imaging, Inc. must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that FairFax Imaging, Inc. considers the Software and Documentation to be Confidential Information. FairFax Imaging, Inc. 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 Imaging, Inc. as confidential, the State shall notify FairFax Imaging, Inc. and specify the date the State will be releasing the requested information. At the request of the State, FairFax Imaging, Inc. shall cooperate and assist the State with the collection and review of FairFax Imaging, Inc.'s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be FairFax Imaging's sole responsibility and at FairFax Imaging, Inc.'s sole expense. If FairFax Imaging, Inc. 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 Imaging, Inc., without any liability to FairFax Imaging, Inc.

11.5 Survival

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

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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 Imaging, Inc. shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 The Contractor

Subject to applicable laws and regulations, in no event shall FairFax Imaging, Inc. be liable for any consequential, special, indirect, Incidental, punitive or exemplary damages and FairFax Imaging's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to FairFax Imaging, Inc.'s indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

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

12.4 Survival

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

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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 Imaging, Inc. shall constitute an event of default hereunder ("Event of Default"):

- a. Failure to perform the Services reasonably 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 Imaging, Inc. 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 Imaging, Inc. fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. during the period from the date of such notice until such time as the State determines that FairFax Imaging, Inc. has cured the Event of Default shall never be paid to FairFax Imaging, Inc.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and FairFax Imaging, Inc. shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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13.1.2 Upon default by the State, Fairfax Imaging, Inc. shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.1.3 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.

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

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 Imaging, Inc. to deliver to the State any

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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 Imaging, Inc. shall:

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 FairFax Imaging, Inc. 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.



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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 in days from the date that the original Invoking Party's notice is received by the other party.

17. ESCROW OF CODE

FairFax Imaging, Inc. will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires FairFax Imaging, Inc. to put the FairFax Imaging, Inc. Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor 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 the Vendor's assets; or
- d. the Vendor 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.

18. GENERAL PROVISIONS

18.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses Incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

Initially, the State will provide three workstations with phone and internet connectivity. Furthermore, the State will work with FairFax Imaging, Inc. to determine if additional workspace and/or equipment would improve productivity.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide FairFax Imaging, Inc. with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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18.7 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 Imaging, Inc. understands and agrees that use of email shall follow State standard policy (available upon request).

18.8 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).

18.9 Regulatory Government Approvals

FairFax Imaging, Inc. shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.10 Force Majeure

Neither FairFax Imaging, Inc. 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 Imaging, Inc.'s inability to hire or provide personnel needed for FairFax Imaging, Inc.'s performance under the Contract.

18.11 Insurance

18.11.1 FairFax Imaging, Inc. Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

18.11.2 The ACORD 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, as follows:

State of New Hampshire
Department of Revenue Administration
Commissioner Kevin Clougherty
109 Pleasant Street, Concord, NH 03301

18.12 Exhibits

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

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18.13 Venue and Jurisdiction

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

18.14 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 *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

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This Contract is between Department of Revenue Administration and FairFax Imaging Inc. in support of the care and management of Federal Tax Information (FTI) as provided by the Internal Revenue Service (IRS). The IRS will audit the performance of both the Department of Revenue Administration and its Vendors from time to time.

GENERAL SERVICES

I. PERFORMANCE

In performance of this Contract, Fairfax Imaging, Inc. agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (1) All work will be performed under the supervision of Fairfax Imaging, Inc. or its responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of Fairfax Imaging, Inc. is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (5) Fairfax Imaging, Inc. will maintain a list of employees authorized access. Such list will be provided to the Department of Revenue Administration and, upon request, to the IRS reviewing office.
- (6) The Department of Revenue Administration will have the right to void the Contract if Fairfax Imaging, Inc. fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000

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with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon Fairfax Imaging, Inc. to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Department of Revenue Administration shall have the right to send its officers and employees into the offices and plants of Fairfax Imaging, Inc. for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection,

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specific measures may be required in cases where Fairfax Imaging, Inc. is found to be noncompliant with Contract provisions.

TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this Contract, Fairfax Imaging, Inc. agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- (1) All work will be done under the supervision of Fairfax Imaging, Inc. or its employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as Confidential Information and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of Fairfax Imaging, Inc. will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) Fairfax Imaging, Inc. certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of its computer facility, and no output will be retained by Fairfax Imaging, Inc. at the time the work is completed. If immediate purging of all data storage components is not possible, Fairfax Imaging, Inc. certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, Fairfax Imaging, Inc. will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Department of Revenue Administration or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (8) Fairfax Imaging, Inc. will maintain a list of employees authorized access. Such list will be provided to the Department of Revenue Administration and, upon request, to the IRS reviewing office.

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(9) The Department of Revenue Administration will have the right to void the Contract if Fairfax Imaging, Inc. fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon Fairfax Imaging, Inc. to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

EXHIBIT A

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EXHIBIT A - CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

FairFax Imaging, Inc. shall provide the State with a Document Processing and Electronic Remittance System, which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, FairFax Imaging, Inc. shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, ~~Including but not limited to, Software/System Acceptance Testing, and any extensions thereof.~~

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

(See next page)

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Activities/Deliverables/Milestones Pricing Worksheet

Activity, Deliverable or Milestone	Deliverable Type	Proposed Date	Pricing/Payment
Initiation Phase			
Project Work Plan	Written	10/10/2011	
Business Process Improvement Plan	Written	11/10/2011	
Communication and Changes Management Plan	Written	10/6/2011	
Software Change Control Process Document	Written	10/7/2011	
Risk and Issue Management Plan	Written	10/7/2011	
Conduct Project Kickoff Meeting	Non-Software	10/3/2011	
Pre-Configuration/Design Phase			
Documentation of Recommended Improvements to Business Processes	Written	11/14/2011	
Documentation of Operational Procedures	Written	11/16/2011	
Documentation of Organization Structure Recommendations	Written	11/10/2011	
Software Configuration, Design, and Specifications Document	Written	11/10/2011	Payment Milestone #1 = \$87,270.35
Software Configuration Plan	Written	11/11/2011	
DM/ER COTS Software Installed and Available for Configuration	Software	1/19/2012	
Knowledge Transfer Plan	Written	11/14/2011	
Specifications of Various Technical Environments Document	Written	11/16/2011	
Conduct Information Architecture Review	Non-Software		
Configuration Phase			
Systems Interface Plan and Design Specifications Document	Written	11/14/2011	
Detailed Testing Plan and Testing Results	Written	11/15/2011	
Detailed IBML Equipment Installation and Testing Plan	Written	11/16/2011	

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Equipment Deployment Plan	Written	11/17/2011	
COTS Deployment Plan	Written	11/18/2011	
Comprehensive Training Plan, Training Materials and Training Curriculum	Written	11/21/2011	
End User Support Plan	Written	11/22/2011	
Fully Tested Data Interface Software	Software	2/8/2012	
COTS DM/ER Software Configured, Operations and Certified for State UAT	Software	1/19/2012	Payment Milestone #2 = \$524,318.25
Installation of IBML Scanners	Hardware	12/21/2011	
Implementation Phase			
Conduct Unit and System Testing	Non-Software	2/8/2012	
Conduct Integration Testing	Non-Software	2/8/2012	
Conduct Volume/Stress Testing	Non-Software	3/1/2012	
Coordinate and Provide Support for UAT	Non-Software	2/8/2012	
Perform Production Tests	Non-Software	3/2/2012	Payment Milestone #3 = \$264,387.40
Functioning In-Bound and Out-Bound Interfaces	Software	2/8/2012	
Convert and Load Data into Production Environment	Software	2/8/2012	
Tools for Backup and Recovery of all Applications and Data	Software	2/8/2012	
Conduct Training	Non-Software	2/3/2012	
Cutover to New Software Support	Non-Software	2/8/2012	
Control Activities (All Stages) and Project Close-Out		12/20/2012 (after Phase II)	
Conduct Weekly Project Status Meetings		Starting: 10/3/2011 and ongoing weekly	
Weekly Project Status Reports		Starting: 10/3/2011 and ongoing weekly	
Conduct Project Exit Meeting		12/20/2012 (after Phase II)	
		TOTAL	

Completion of Design for Phase 2	Payment Milestone #4	6/21/2012	\$55,794.85
Acceptance of Phase 2	Payment Milestone #5	12/20/2012	\$264,387.40
15% Holdback	Payment Milestone #6	5/17/2013	\$211,086.75
	System Total		\$1,407,245.00

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DEPARTMENT OF REVENUE ADMINISTRATION
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CONTRACT 2011-015 PART 3
EXHIBIT A - CONTRACT DELIVERABLES

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

EXHIBIT B

STATE OF NEW HAMPSHIRE
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CONTRACT 2011-015 PART 3
EXHIBIT B - PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

Not to Exceed

See 1.2.

1.2 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$1,545,295 not to exceed \$1,845,295 for the period between the Effective Date through September 28, 2014. FairFax Imaging, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FairFax Imaging, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

(See next page)

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE

IMPLEMENTATION PAYMENT SCHEDULE

ACTIVITY	TYPE	MILESTONE	DATE	PAYMENT
Software Configuration, Design, Specification Documentation.	Written	Payment #1	11/10/11	\$87,270
DP & ER System Configuration and Custom Code	Software	Payment #2	01/19/12	\$524,318
Phase I Implementation	Non-Software	Payment #3	03/02/12	\$264,387
Phase II Design Complete	Combined	Payment #4	06/21/12	\$55,795
Phase II Implementation Acceptance	Non-Software	Payment #5	12/20/12	\$264,387
15% Holdback	Non-Software	Payment #6	5/17/13	\$211,087
Warranty: March 2012 – June 2013				
System Total				\$1,407,244

MAINTENANCE PAYMENT SCHEDULE

ACTIVITY	START DATE	END DATE	PAYMENT
Maintenance	July 2013	June 2014	\$109,347
Maintenance	July 2014	Oct 2014	\$28,704
Maintenance (future)	Nov 2014	Oct 2015	\$116,249
Maintenance (future)	Nov 2015	Oct 2016	\$122,062
Maintenance Total			\$373,362

TOTAL PAYMENTS

ACTIVITY	DATE RANGE	PAYMENT
System Implementation	Sep 2011 – June 2013	\$1,407,244
Maintenance	July 2013 – 10/3/2014	\$138,051
FFP Total		\$1,545,295
Contingency		\$300,000
Not to Exceed Total		\$1,845,295

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE

Software Licensing, Maintenance, and Support Pricing Worksheet

Software	Initial Software License	Post Warranty Maintenance & Support Pricing (specify licensing pricing separate from support - if appropriate)				Total:
		Year (Following Expiration of Warranty; based upon initial contract term of 3 years per Addendum 3)				
		1	2	3		
Mandatory Functions - Prices Required						
MavBridge Server with Dashboard	\$ 5,000.00	\$ 945.00	\$ 992.25	\$ 1,041.86	\$ 7,979.11	
Additional Dashboards	\$ 4,000.00	\$ 756.00	\$ 793.80	\$ 833.49	\$ 6,383.29	
Statistics for ImageTrac Devices	\$ 4,000.00	\$ 756.00	\$ 793.80	\$ 833.49	\$ 6,383.29	
Statistics for INFOPoint/INFOPoll Devices	\$ 4,500.00	\$ 850.50	\$ 893.03	\$ 937.68	\$ 7,181.20	
IBML Workflow Module	\$ 2,000.00	\$ 378.00	\$ 396.90	\$ 416.75	\$ 3,191.65	
FFX Workflow Module	\$ 10,000.00	\$ 1,890.00	\$ 1,984.50	\$ 2,083.73	\$ 15,958.23	
INFOPoint Workflow Module	\$ 10,000.00	\$ 1,890.00	\$ 1,984.50	\$ 2,083.73	\$ 15,958.23	
Email Alert Module	\$ 2,500.00	\$ 472.50	\$ 496.13	\$ 520.93	\$ 3,989.56	
MavBridge Warranty	\$ 7,560.00	\$ -	\$ -	\$ -	\$ 7,560.00	
Quick Input (unlimited license)	\$ 8,700.00	\$ 1,644.30	\$ 1,726.52	\$ 1,812.84	\$ 13,883.66	
Quick Scan Remote License (unlimited license)	\$ 8,700.00	\$ 1,644.30	\$ 1,726.52	\$ 1,812.84	\$ 13,883.66	
Quick Enhance (unlimited license)	\$ 17,250.00	\$ 3,260.25	\$ 3,423.26	\$ 3,594.43	\$ 27,527.94	
Quick Batch (unlimited license)	\$ 8,700.00	\$ 1,644.30	\$ 1,726.52	\$ 1,812.84	\$ 13,883.66	
Quick Capture (unlimited license)	\$ 17,250.00	\$ 3,260.25	\$ 3,423.26	\$ 3,594.43	\$ 27,527.94	
Quick Freeform (unlimited license)	\$ 148,950.00	\$ 28,151.55	\$ 29,559.13	\$ 31,037.08	\$ 237,697.76	
Quick Key (unlimited license)	\$ 1,950.00	\$ 368.55	\$ 386.98	\$ 406.33	\$ 3,111.85	
Quick DBFill (unlimited license)	\$ 7,000.00	\$ 1,323.00	\$ 1,389.15	\$ 1,458.61	\$ 11,170.76	
Quick Review (unlimited license)	\$ 8,700.00	\$ 1,644.30	\$ 1,726.52	\$ 1,812.84	\$ 13,883.66	
Quick Workflow (unlimited license)	\$ 12,500.00	\$ 2,362.50	\$ 2,480.63	\$ 2,604.66	\$ 19,947.78	
Quick Output (unlimited license)	\$ 7,000.00	\$ 1,323.00	\$ 1,389.15	\$ 1,458.61	\$ 11,170.76	
Quick Reports (unlimited license)	\$ 9,500.00	\$ 1,795.50	\$ 1,885.28	\$ 1,979.54	\$ 15,160.31	
Quick Monitor (unlimited license)	\$ 2,875.00	\$ 543.38	\$ 570.54	\$ 599.07	\$ 4,587.99	
Quick Supervisor (unlimited license)	\$ 4,000.00	\$ 756.00	\$ 793.80	\$ 833.49	\$ 6,383.29	
Quick Purge (unlimited license)	\$ 4,000.00	\$ 756.00	\$ 793.80	\$ 833.49	\$ 6,383.29	
Quick Check 21 File Generator (unlimited license)	\$ 17,250.00	\$ 3,260.25	\$ 3,423.26	\$ 3,594.43	\$ 27,527.94	
Quick Check 21 Communicator (unlimited license)	\$ 17,250.00	\$ 3,260.25	\$ 3,423.26	\$ 3,594.43	\$ 27,527.94	
Quick Check 21 Deposit Monitor (unlimited license)	\$ 23,000.00	\$ 4,347.00	\$ 4,564.35	\$ 4,792.57	\$ 36,703.92	
Quick Check 21 Deposit Monitor Client (unlimited license)	\$ 2,875.00	\$ 543.38	\$ 570.54	\$ 599.07	\$ 4,587.99	
Test and Development System (unlimited license)	\$ 34,500.00	\$ 6,520.50	\$ 6,846.53	\$ 7,188.85	\$ 55,055.88	
Quick Modules Warranty	\$ 68,130.00	\$ -	\$ -	\$ -	\$ 68,130.00	
Total Column Purchase Price Only	\$ 479,640.00					
Discount	\$ (150,000.00)				\$ (150,000.00)	
			GRAND TOTAL:		\$ 570,322.50	
Total Maintenance Cost Per Year after warranty		\$ 76,346.55	\$ 80,163.88	\$ 84,172.07		

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DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT B - PRICE AND PAYMENT SCHEDULE

IBML ImageTrac 5445 Hardware Licensing, Maintenance, and Support Pricing Worksheet

Quantity	Part Number	Description	Price	Extended Price
1	615-40452	ImageTrac 5445 - Raised Path, 2 Pockets	\$ 117,045	\$ 117,045
1	180-00022	Embedded Application Controller	\$ 6,000	\$ 6,000
1	205-00027	IT5, Post Image, Single Head IJP	\$ 6,750	\$ 6,750
1	205-00042	IT5, E13B MICR Reader, 30/45	\$ 11,250	\$ 11,250
1	205-00035	IT5, Envelope Detection w/ Doc Netics Barcode 1D, 2D & Postal	\$ 11,790	\$ 11,790
1	250-00034	SoftTrac, Advanced Version	\$ 22,050	\$ 22,050
1	250-00021	Dynamic TIFF	\$ 2,250	\$ 2,250
1	250-00023	DocNetics, ChecksAll, Dual Camera	\$ 7,110	\$ 7,110
1	200-00120	Data & Image Retention Utility	\$ 1,350	\$ 1,350
1	200-00114	Offline ExportTrac Software License	not needed	not needed
1	250-00009	SoftTrac Analytics Client, Single License	\$ 2,696	\$ 2,696
40	500-00002	Project Management/Hourly	\$ 200	\$ 8,000
60	500-00005	Software Configuration/Hourly	\$ 175	\$ 10,500
120	500-00006	Integration Services/hourly	\$ 185	\$ 22,200
1	501-00007	ImageTrac - Hardware Installation	\$ 1,595	\$ 1,595
1	501-00002	ImageTrac Operator Training	\$ 1,200	\$ 1,200
1	501-00010	On-Site SoftTrac Job Development	\$ 12,500	\$ 12,500
1	Shipping, Handling and Taxes		\$ 10,000	\$ 10,000
1	Warranty		\$ 31,224	\$ 31,224
	Subtotal IBML		TOTAL	\$ 285,510

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE

Proposed Position - Initial Contract Term Vendor Rates and Worksheet

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
FairFax Imaging Project Manager	2440	\$175	\$427,000
FairFax Senior Project Engineer	1120	\$165	\$184,800
FairFax Software Engineer1	780	\$150	\$117,000
FairFax Software Engineer2	610	\$150	\$91,500
FairFax Senior Business Analyst	264	\$135	\$35,640
Trainer	120	\$125	\$15,000
TOTAL	5334		\$870,940

Future Vendor Rates Worksheet

Position Title	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project Manager	\$175/ hour	\$180/ hour	\$180/ hour	\$195/ hour	\$195/ hour
Project Lead Engineer	\$160/ hour	\$165/ hour	\$165/ hour	\$175/ hour	\$175/ hour
Software Engineer	\$160/ hour	\$165/ hour	\$165/ hour	\$175/ hour	\$175/ hour
Trainer, Documentation	\$135/ hour	\$140/ hour	\$140/ hour	\$145/ hour	\$145/ hour

2. TOTAL 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 \$1,845,295 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FairFax Imaging, Inc. for all fees and expenses, of whatever nature, incurred by FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State

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and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:
NH Department of Revenue Administration
109 Pleasant Street
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

FairFax Imaging, INC.
5125 W. Laurel Street, Suite 110
Tampa, FL 33607

5. OVERPAYMENTS TO FAIRFAX IMAGING INC.

FairFax Imaging, Inc. 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 Imaging, Inc. invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold fifteen percent (15%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. CONTRACT SECURITY/PERFORMANCE BOND

Not Applicable

EXHIBIT C

STATE OF NEW HAMPSHIRE
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EXHIBIT C SPECIAL PROVISIONS

1. Special Provisions

There are no special provisions.

EXHIBIT D

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT D -ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

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

- a. **Introductory Meeting:** Participants will Include FairFax Imaging, Inc. Key Project Staff and State Project leaders from both Department of Revenue Administration and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and FairFax Imaging, Inc. Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the FairFax Imaging, Inc. Project Manager and the State Project Manager. Initially, these meetings will be conducted weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. The meeting schedule may be changed to bi-weekly upon mutual agreement between the FairFax Project Manager and the State Project Manager. A status and error report from FairFax Imaging, Inc. shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will Include Project leaders from FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. responsibility.

The FairFax Imaging, Inc. Project Manager or FairFax Imaging, Inc. Key Project Staff shall submit weekly 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 Imaging, Inc. 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 Imaging, Inc. shall produce Project status reports, which shall contain, at a minimum, the following:

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

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EXHIBIT D -ADMINISTRATIVE SERVICES

7. Report and remedies in case of falling behind Schedule

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

2. STATE-OWNED DOCUMENTS AND DATA

FairFax Imaging, Inc. shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, FairFax Imaging, Inc. shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

~~FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING REQUIREMENTS

FairFax Imaging, Inc. 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 Imaging, Inc. shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT D - ADMINISTRATIVE SERVICES

5. ONSITE WORK HOURS

FairFax Imaging, Inc. personnel shall work normal business hours between 8:00 am and 4:30 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.

EXHIBIT E

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT E -IMPLEMENTATION SERVICES

FairFax Imaging, Inc. shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. FairFax Imaging, Inc. shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:

<u>Activity/Deliverable</u>	<u>Delivery Date</u>
a. Project Kickoff	10/04/2011
b. Software Configuration, Design, Spec Doc	11/10/2011
c. System Installation and Configuration	01/19/2012
d. Phase I Production Cutover/Deployment	03/01/2012
e. Phase II Design Complete	06/21/2012
f. Phase II Implementation Acceptance	12/20/2012

B. FairFax Imaging, Inc. and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

C. The FairFax Imaging, Inc. team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

D. 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.

E. FairFax Imaging, Inc. 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.

F. FairFax Imaging, Inc. 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.

G. FairFax Imaging, Inc. shall adopt an Implementation time-line aligned with the State's required time-line.

H. Major changes to the Work Plan May be made by written Change Order. FairFax Imaging, Inc. shall advise the State, in detail, of any impact on cost (e.g. increase or decrease), the Schedule, or the Work Plan.

FairFax Imaging, Inc. 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. DRA and

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EXHIBIT E -IMPLEMENTATION SERVICES

DoIT must review approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from the Vendor to the State, and the State acceptance of the Vendor'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.

1.2 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. FairFax Imaging, Inc. will use Microsoft Project as their project management tracking software.

1.2.1 Project Infrastructure

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

1.2.2 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.

1.2.3 Change Management and Training

FairFax Imaging, Inc. 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.

2. IMPLEMENTATION METHODOLOGY

The FairFax Imaging, Inc. team shall provide the consulting services for the Contract. Its approach Includes but is not limited to the following:

Implementation of the Document Processing and Electronic Remittance system will be organized into two phases each with a design, development, test and implementation component that represents an approximately 18 month schedule. It is expected that FairFax Imaging will update this plan shortly after contracting and continually throughout the project. Upon completion of the initial Business Process Reengineering discussions, in-depth New Hampshire Department of Revenue Administration (NH DRA) review and completion of the Detail Design effort the Project Plan will represent a true picture of the timelines in association with the completed Detail Design Specification. Perfecting the Phase I forms will be completed by November 1, 2011 to the National Association of Computerized Tax Processors (NACTP) standards, and implementing these set of forms into production prior to March 1, 2012. The proposed implementation activities address the NH DRA stated goals within the RFP of completing the infrastructure design specification and assisting the DoIT Operations team in building the hardware

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CONTRACT 2011-015 PART 3
EXHIBIT E -IMPLEMENTATION SERVICES

infrastructure in a timely manner to meet the March 1, 2012 "go live" milestone. The production date for a subset of Phase I forms including RETT, CST and L&M may be delayed to May 1, 2012 in order to ensure that the remaining Phase I forms are in production in time for March 1, 2012. Initial project start up activities will occur upon notification of contract award in order to proceed in a timely fashion. The Project Plan indicates Phase I forms moving to UAT testing on or about February 8, 2012. Scheduled UAT completion and production readiness for Phase I forms will be achieved February 29, 2012. This places NH DRA in the position of processing the peak season of anticipated returns in March 2012.

Phase II forms requirements gathering which will be a building block to the initial phase activity will begin shortly after completion of Phase I. This effort will primarily represent form evaluation for specific business rules and capture requirements since the infrastructure for the system will have already been completed during Phase I activities. The proposed project plan accommodates NH DRA's Phase II goals for completing forms perfection prior to October 1, 2012 and UAT testing completed by October 20, 2012.

The migration to the new system will be performed in such a manner as to mitigate disruption to the current NH DRA operation. NH DRA Planned Resources FairFax Imaging, as the prime vendor, will oversee and manage all third party activities inclusive to the implementation. It is recognized that NH DRA has limited resources and as such FairFax Imaging has put forth a plan that shoulders a substantial portion of the work activities. However NH DRA resources will play a key role in guiding the FairFax team and therefore NH DRA oversight will be needed throughout the project timeline.

STATE OF NEW HAMPSHIRE
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EXHIBIT E-1 - SECURITY AND INFRASTRUCTURE

1. SECURITY

FairFax Imaging, Inc. shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services provided based on the security requirements defined in Appendix C-2 of the Request for Proposal. FairFax Imaging, Inc. shall provide the State resources, information, and services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and data.

2. DRA VENDOR CONFIDENTIALITY AGREEMENT

FairFax Imaging Inc. shall be bound by the confidentiality provisions in Section 11 of the Contract Agreement. As provided and agreed to in Section 11.1 of the Contract Agreement, FairFax Imaging, Inc. shall not use the State Confidential Information or the Department of Revenue Confidential and Privileged 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 Imaging's performance under the~~ Contract.

As provided and agreed to in Section 11.2 of the Contract Agreement, FairFax Imaging, Inc. shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction, all State Confidential Information that becomes available to FairFax Imaging, Inc. in connection with its performance under the Contract, regardless of its form.

As provided and agreed to in Section 11.3 of the Contract Agreement, pursuant to NH RSA 21-J:14, the Department of Revenue Confidential and Privileged Information shall be confidential and privileged and shall not be disclosed. Neither FairFax Imaging, Inc. nor any of its employees to whom such information becomes available shall disclose Department of Revenue Confidential and Privileged Information that becomes available to FairFax Imaging, Inc. in connection with its performance under the Contract, regardless of its form.

3. PUB 1075 ADHERENCE

As provided and agreed to on Pages 32 to 35 of the Contract Agreement, FairFax Imaging, Inc. agrees to comply with and assume responsibility for compliance by its employees for the care and management of Federal Tax Information (FTI) as provided by the Internal Revenue Service (IRS).

EXHIBIT F

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
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EXHIBIT F -TESTING SERVICES

FairFax Imaging, Inc. shall provide the following Products and Services described in this Exhibit F, Including but not limited to:

1. TESTING AND ACCEPTANCE

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

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

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

In addition, FairFax Imaging, Inc. 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 Imaging, Inc. shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

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

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

The State will commence its testing within ten (10) business days of receiving Certification from FairFax Imaging, Inc. that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from FairFax Imaging, Inc. development environment. FairFax Imaging, Inc. must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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Testing 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.

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

1.2 Unit Testing

In Unit Testing, FairFax Imaging, Inc. 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 Imaging, Inc. developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
FairFax Imaging, Inc. Team Responsibilities	For application modules, conversions and interfaces the FairFax Imaging, Inc. 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.
Work Product Description	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 System Integration Testing

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

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

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

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
FairFax Imaging, Inc. Team Responsibilities	For conversions and interfaces, the FairFax Imaging, Inc. team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

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

1.6 User Acceptance Testing (UAT)

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

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

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The State shall be presented with all testing results, as well as written Certification that FairFax Imaging, Inc. 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 Imaging, Inc. 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

Activity Description	The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes.
FairFax Imaging, Inc. Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an acceptance test plan and selection of test scripts for the Acceptance test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the acceptance test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance test results. • Work jointly with FairFax Imaging, Inc. in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	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.

1.7 Performance Tuning and Stress Testing

FairFax Imaging, Inc. shall develop and document hardware and software configuration and tuning of the Quick Modules infrastructure as well as assist and direct the State's System Administrators and

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Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.

1.7.1 Scope

The scope of performance testing shall 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.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

~~Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.~~

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.

FairFax Imaging, Inc. must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

1.7.2 Test types

Performance testing shall use two different types of tests 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. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

b. Load Tests: Load testing will determine if the behavior of a 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 work load distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will 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.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings, and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

1.7.4 Implementing Performance and Stress Test

Performance and Stress test tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. FairFax Imaging, Inc. is open to use any open source product with the approval of State Team. Consideration must be give to licensing with respect to continued use for regression testing if tools, other than those which we are licensed for, are being recommended for this part of the project.

1.7.5 Scheduling Performance and Stress Testing

FairFax Imaging, Inc. shall perform test planning. The steps for planning Include identification of application functionality as well as what percentage of normal daily use are 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 Imaging, Inc. 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 to not 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.

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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 being 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.

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.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failure in writing. The Vendor 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 Imaging, Inc. shall notify the State no later than <five (5) business days> from the FairFax Imaging, Inc. receipt of written notice of the test failure when FairFax Imaging, Inc. expects the corrections to be completed and ready for retesting by the State. FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. will be expected to:
 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and

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3. Manage the entire cyclic process.

- e.) FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

Service Component	Defines the set of capabilities that:
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.

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Prior to the System being moved into production FairFax Imaging, Inc. 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).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.11 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

EXHIBIT G

1. SYSTEM MAINTENANCE

FairFax Imaging, Inc. shall maintain and support the system in all material respects as described in the applicable program documentation for one year and nine months (21 months) of maintenance after delivery and the warranty period of one year and three months (15 months).

SOFTWARE

1.1 FairFax Imaging, Inc. Responsibility

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

1.1.1 Maintenance Releases

FairFax Imaging, Inc. 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.

HARDWARE

1.2 FairFax Imaging, Inc. Responsibility

FairFax Imaging, Inc. shall maintain the hardware in accordance with the Contract. FairFax Imaging, Inc. will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.2 Maintenance Releases

FairFax Imaging, Inc. 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.

The State must notify FairFax Imaging, Inc. of any service deficiencies with fixes or upgrades within ninety (90) days from performance of the services described in the ordering document.

2. SYSTEM SUPPORT

2.1 FairFax Imaging, Inc. Responsibility

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

As part of the Software maintenance agreement, ongoing software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. **Class A Deficiencies** - for all Class A Deficiencies, the Vendor Shall have available to the State on-call telephone assistance, with issue tracking available to the State, from 7:30 AM to 4:30 PM EST, M-F, with an email / telephone response within one (1) hour of request. If the issue cannot be resolved via phone or email, the Vendor shall provide on-site support within

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twenty-four (24) business hours of the request. During critical peak periods the Vendor Will be required to remedy Class A deficiencies seven (7) days a week or as required, and

b. Class B & C Deficiencies – for all Class B & C Deficiencies the State will notify the vendor of such Deficiencies during regular business hours and the Vendor shall respond back within twenty-four (24) hours of notification with planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. 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; and
- 3.4 FairFax Imaging, Inc. 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 Imaging, Inc. fails to correct a Deficiency within the allotted period of time Stated above, FairFax Imaging, Inc. shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1.1.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return FairFax Imaging, Inc. product and receive a refund for all amounts paid to FairFax Imaging INC., Including but not limited to, applicable license fees, within ninety (90) days of notification to FairFax Imaging, Inc. of the State's refund request
- 3.6 If FairFax Imaging, Inc. fails to correct a Deficiency within the allotted period of time Stated above, FairFax Imaging, Inc. shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part 2 Section 13.1.1.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

EXHIBIT H

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EXHIBIT H -PRIORITY RESPONSES

General System Requirements -Vendor Response Checklist

REQ #	Requirement/Deliverable	M/O	Y/M/N (see above)	Comments
	GENERAL REQUIREMENTS			
G-1	The Vendor Must attend in person and facilitate initial kick-off meeting to initiate the Project.	M	Y	FairFax Imaging will attend the initial kick-off meeting to start the project. This Kickoff meeting will be attended by the FairFax Imaging Executive Sponsor, Project Manager, and Lead Engineer. This is part of our standard project methodology that has proven successful in our prior implementations.
G-2	The Vendor Shall provide Project Staff as specified in the RFP.	M	Y	FairFax Imaging has offered a Project Staff Team that is experienced in tax processing. All members as specified in the RFP will be provided.
G-3	Vendor Shall submit a preliminary Work Plan within five (5) days after Contract award and approval by Governor and Council. The Work Plan Shall Include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan Shall be updated no less than every two weeks. The Vendor Will accommodate NH DRA Peak Periods (see Appendix A-8) whereby resources Will be constrained and work effort May be impacted.	M	Y	This is a standard process within our Project Methodology. FairFax Imaging will submit a work plan within five (5) business days after Contract award and approval by Governor and Council that will become the basis for managing the project through to conclusion. The Project Plan will be consistently updated by the FairFax Imaging Project Manager throughout the project to reflect the work performed percentage of completion of the project, and milestones. The Project Plan will be updated and reviewed each week during the status meetings with NH DRA.

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G-4	Left blank intentionally			
G-5	The Vendor Will provide detailed monthly status reports on the progress of the Project, which Will Include expenses Incurred year to date.	M	Y	This is a standard process within our Project Methodology. A monthly status report on the progress of the Project will be provided. This report will Include any adjustment to the project timelines. The FairFax Imaging Project Manager will provide detailed status reports on a weekly basis which exceeds this requirement. Additionally, FairFax Imaging recommends the creation of a Steering Committee of senior members of both teams be formed which can oversee the project to address any unique concerns or issues.
G-5	Replaced via Addendum 2 as follows: The Vendor Will provide detailed monthly status reports on the progress of the Project, which Will Include expenses Incurred year to date. The monthly status reports are to Include adjusted timelines if the project has slipped or is ahead of schedule.			
G-6	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence Must be maintained. The response Shall describe the formats that Will be used to produce the Project Documentation.	M	Y	This is a standard process and deliverable within our Project Methodology. FairFax Imaging will supply and maintain all required documentation Including project schedules, project plans, status reports and correspondence. All documentation will be supplied in Microsoft Word format. Project Plans will be supplied in Microsoft Project format. Should the state desire, the project plan can be exported to Word format for ease of use by all members of the state staff.
G-7	All Documentation Must be provided in MS Office format and/or in a format that is web accessible.	M	Y	This is a standard process within our Project Methodology. All documentation will be provided in MS-Office format and will be stored in a location which can be accessed via the Internet.

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G-8	The ability to annotate or redact documents and report on same.	M	Y	This is a standard feature of our Quick Module system. Within Quick Key, an operator is allowed to annotate or redact an image. The system will then provide a custom report indicating those documents by DLN which were annotated or redacted.																				
G-9	The ability to forecast the recognition rate (2D, fill in, handwritten)	M	Y	FairFax Imaging offers world class recognition capabilities within the Quick Modules system proposed. Within our standard recognition module (Quick Capture), multiple recognition technologies are employed to achieve the best available read rate of any system on the market. Additionally, the system employs voting techniques to further increase the confidence values achieved for fields and thus eliminate the need to rekeying (or verifying) the data. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="background-color: black; color: white;">Projected Recognition Rates</th> </tr> <tr> <th style="background-color: black; color: white;">Font Style</th> <th style="background-color: black; color: white;">Recognition Rate</th> </tr> </thead> <tbody> <tr> <td>Machine print (numeric only)</td> <td>93-96%</td> </tr> <tr> <td>Machine print (alphanumeric)</td> <td>90-93%</td> </tr> <tr> <td>Handprint (constrained, numeric only)</td> <td>83-88%</td> </tr> <tr> <td>Handprint (unconstrained, alpha-numeric)</td> <td>80-84%</td> </tr> <tr> <td>Check Amount (CAR/LAR)</td> <td>62-75%</td> </tr> <tr> <td>Check MICR Recognition</td> <td>97%+</td> </tr> <tr> <td>1D Barcode</td> <td>99%</td> </tr> <tr> <td>2D Barcode</td> <td>96%</td> </tr> </tbody> </table> <p style="text-align: center;">**Assumes forms designed for recognition</p>	Projected Recognition Rates		Font Style	Recognition Rate	Machine print (numeric only)	93-96%	Machine print (alphanumeric)	90-93%	Handprint (constrained, numeric only)	83-88%	Handprint (unconstrained, alpha-numeric)	80-84%	Check Amount (CAR/LAR)	62-75%	Check MICR Recognition	97%+	1D Barcode	99%	2D Barcode	96%
Projected Recognition Rates																								
Font Style	Recognition Rate																							
Machine print (numeric only)	93-96%																							
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Check MICR Recognition	97%+																							
1D Barcode	99%																							
2D Barcode	96%																							
G-10	All Documentation Must be well organized with an accurate table of contents.	M	Y	This is a standard process within our Project Methodology. All documentation supplied with the system will be well organized with a table of contents with appropriate headings, titles and page numbers for ease of use and identifying specific information. Furthermore should the state desire searchable PDF documents, FairFax Imaging can supply its documentation in this format as well.																				
G-11	The completed Solution Must physically reside at a DoIT designated facility.	M	Y	This is a standard feature of the Quick Modules system. The Quick Modules system software will be resident at a NH Do IT designated facility. This facility may or may not be located at the same location as where the actual work is being performed.																				
G-12	One Key Vendor Staff preferred to work on site for the duration of the	M	Y	This is a standard process with our Project Methodology. Throughout the project, FairFax																				

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	Project. (The State would like the option of having a Vendor staff member on site full time for the duration of Phase I. Please Include, in Appendix F, any additional costs for this option that would be above and beyond any costs for knowledge transfer already built into the cost for Phase I.)			Imaging Project Team members will be conducting onsite activities at various times during the project phases and stages. These will include being onsite during the requirements gathering and review stages of design when the construction of the design is being discussed. During the testing phase, which includes integration testing and user acceptance testing, the FairFax Imaging team will be onsite as well to assure system operation and testing procedures. This onsite support will further extend to system implementation, production support and deployment following UAT and all mentoring activities identified within the project plan throughout the project lifecycle. FairFax Imaging has successfully installed many tax operations using this methodology of support and takes on the burden for most of the project activities. As an alternative (option), FairFax Imaging can provide an onsite full time staff member throughout the duration of the project. We have noted this additional cost within the cost section of this proposal.
G-12	Replaced via Addendum 2 as follows: One Key Vendor Staff preferred to work on site during the following project phases: <ul style="list-style-type: none"> • Requirements gathering and review • Integration testing • User acceptance testing • System implementation • Production support / deployment • Mentoring activities 			
G-13	Weekly status meetings.	M	Y	This is a standard process within our Project Methodology. Weekly status meetings will be conducted by the FairFax Imaging Project Manager during which the weekly status report along with the Project Plan will be reviewed.
G-14	The System Must conform to the Specification of this RFP.	M	Y	The proposed Quick Modules system conforms fully to each and every specification outlined within the RFP.
G-15	Business Requirement Document (DRD) Vendor must create a Business Requirement Document using the requirements from the RFP as a base	M	Y	This is a standard function of FairFax Imaging's System Development Life Cycle (SDLC) and Project Implementation methodology. FairFax Imaging's Project Implementation methods are centered upon the

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	<p>and then provide a written assessment of the BRD. The assessment Shall Include the following:</p> <ul style="list-style-type: none"> • Identify problematic requirements; • Identify where more detail or clarification is needed; and • Identify whether examples are needed. 		<p>PMI PMBOK requirements. Our Project Managers are all PMI certified and are trained to adhere and follow these set of disciplines to ensure proper management and deployment of the proposed system. As such, FairFax Imaging will create a Business Requirement Document using the requirements from the RFP, all addendums supplied, as well as industry best practices developed from more than a dozen similar State Tax implementations that FairFax Imaging has performed along with in-depth discussions with ND DRA staff. The result of these joint sessions will be a document that embodies all facets of the requirements for NH DRA.</p>
G-15	<p>Modified via Addendum 2 as follows: ADD THE FOLLOWING: G-15 Business Requirement Document (BRD). Vendor must create a Business Requirement Document using the requirements from the RFP as a base and then provide a written assessment of the BRD. The assessment Shall Include the following:</p> <ul style="list-style-type: none"> • Identify problematic requirements; • Identify where more detail or clarification is needed; and • Identify whether examples are needed. 		

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REQ #	Requirement/Deliverable	M/O	Y/M/N (see above)	Comments
T-1	Web-based compatible and in conformance with the following W3C standards: <ul style="list-style-type: none"> • XHTML 1.0 • CSS 2.1 • XML 1.0 (fourth edition) • IIS 5.0 	M	Y	This is a standard feature of the Quick Modules solution. Quick Modules is compliant and conforms to W3C standards. For IIS, FairFax Imaging recommends the more recent version 7.x.
T-2	DB2 or MS SQL Server Database	M	Y	FairFax Imaging has implemented solutions with either DB2 or MS SQL Server as the database. Our preferred approach is to use MS SQL Server.
T-3	GUI Interface Technologies	M	Y	Each user interface within the Quick Modules system features a Graphical User Interface (GUI) to easily guide the operator in the tasks to perform their operation. All of our GUI interfaces are thin client design thus reducing the footprint for what is resident on the client workstations and to provide an easier update/implementation method.
T-4	Windows XP or Windows 2008	M	Y	Quick Modules operates with Windows 2008 on the server and Windows XP or higher on clients.
T-4	Replaced via Addendum 2 as follows: Windows XP or Windows 7 for Desktop Windows 2008 for servers			
T-5	The hardware and Software Environment within which the Solution Must operate as detailed in Appendix A, Section 2.3 and 2.4.	M	Y	The Quick Modules system meets this requirement. The proposed hardware and Software will operate within the environment as specified within Appendix A, Section 2.3 and 2.4 of the RFP and modified by Addendum.
T-6	The Solution Must also Include: backup and recovery strategies that Can be executed within these same environments and that do not require nightly backup of all images,	M	Y	The proposed Quick Modules solution allows backup and recovery strategies that can be executed within the same environments and does not require nightly backup of all images.
T-7	Allow for efficient implementation of system upgrades and new releases.	M	Y	The Quick Modules system allows for efficient implementation of upgrades and new releases. As the software name

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	Provide ability to apply upgrades/new releases on a modular basis whenever possible. Define which components require State support staff for the upgrades and which upgrades are system generated.			implies, the system is modular and therefore any upgrades can be easily done on specific modules as they are released. Many of our modules are web (thin client) based and therefore offer a method of providing updates to the server location rather than to individual client workstations.
T-8	Provide comprehensive system documentation Including at a minimum: <ul style="list-style-type: none"> • System flowcharts • System narratives • Program flowcharts • Program narrative • Functional flowchart • Screen layouts • Report layouts • Entity relationship diagrams • Data dictionary • Database layout • Database set-up procedures • System implementation and update procedures • System administration procedures 	M	Y	<p>This is a standard function within the FairFax Imaging Project Methodology for implementing projects. FairFax Imaging provides comprehensive system documentation to all of its users Including:</p> <p>System flowcharts within the Detail Design Specification for the purpose of outlining each workflow in the system.</p> <p>System narratives that accompany the requisite flowcharts that fully describe the functionality and features of the system.</p> <p>Program flowcharts and narratives for each workflow Including any user exits specifically developed for NHDRA.</p> <p>Functional flowcharts to depict each step in the process of the workflow.</p> <p>Operator screen layouts and diagrams depicting the features of each screen.</p> <p>Report layouts and field contents within each report.</p> <p>Entity relationship diagrams specific to the database layout.</p> <p>A data dictionary to describe the database.</p> <p>The database layout Including all tables and fields are documented.</p> <p>Procedures in which to set up the database for system implementation, updates, and administration procedures.</p>
T-9	Ensure that the source code for the system, if not provided, is placed in escrow	M	Y	FairFax Imaging has placed the system's source code into its escrow account with Iron Mountain.

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T-10	Comply with the Americans with Disabilities Act access requirements	M	Y	The essential element of FairFax Imaging services involves possible examination of the scanned image by an operator when a discrepancy arises. It is suggested that a disabled operator/user with limited capabilities working in the Windows environment for FairFax Imaging programs use the Included tools under the Ease of Access Center, particularly the Magnifier feature.
T-11	Provide a web-enabled, modular, three-tier architecture with business rules separated from the database design and graphical user interface (GUI) presentation logic, thereby allowing more efficient modifications.	M	Y	This is a standard feature of the Quick Modules system. Quick Modules is a client/server system and provides three tiers within its architecture design consisting of application, database, and client access. Within the systems user interface (workstation level), a graphical user (GUI) interface, and application-specific entry of forms or interaction with Windows is performed. Actual business logic is performed at the server level, located on a local area network (LAN) server or other shared computer. The business logic acts as the server for client requests from workstations. In turn, it determines what data is needed (and where it is located) and acts as a client in relation to a third tier of programming. The third tier Includes the database and web services that are used to read and write access to the database.
T-12	Provide the ability to extend the functionality of the System through user defined tables, data entry, and inquiry screens, menus, and data processing and control logs	M	Y	This is a standard feature of the Quick Modules system. The system has the ability to extend the systems functionality through the use of user-defined tables, and user exits to personalize the system operation to the requirements of NHDRA. This capability allows the data entry process to be customized through the Inclusion of inquiry screens, drop down menus and other features designed to guide the operator. The system utilizes control logs throughout the process for tracking and reporting on the system. Furthermore, the Quick Modules system can access any of the NHDRA's legacy systems for the purpose of validating data or providing

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				data during the processing of the work.
T-14	Provide for automatic distribution of modifications and upgrades of the thin client, if a thin client desktop is proposed.	M	Y	The latest version of Quick Modules is based upon thin client architecture and therefore offers an easy method for providing modifications/updates to the desktop environment.
T-15	Provide user access through a browser based, zero or minimal footprint client with automatic distribution of modifications to any required client software.	M	Y	The latest version of Quick Modules is thin client and therefore provides minimal footprint at the client desktop, which offers an efficient method for distribution of modifications of the software.

REQ	Requirement/Deliverable	M	Y/	Comments
	SECURITY REQUIREMENTS			
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities to prevent access to inappropriate or confidential Data or Services.	M	Y	Each client application within the Quick Modules system (a module with a user interface (UI)) requires a user being authenticated prior to letting him/her use the application. Authentication can be performed against either Active Directory or Quick Modules internal database. Custom authentication (authentication against some 3rd party store) can also be done by implementing a security interface. Once a user is authenticated, he/she has a permission to work only on queues to which he/she has access.
S-2	Verify the identity or authenticate all of its human users before allowing them to use its capabilities to prevent access to inappropriate or confidential Data or Services.	M	Y	This is a standard feature within the Quick Modules system. Quick Modules will verify the identity of users through authentication before allowing that user to access the system capabilities in order to prevent access to inappropriate or confidential data or services.
S-3	Enforce unique user names.	M	Y	This is a standard feature within the Quick Modules system. The system will enforce unique user names. The system will not allow the creation of a new user if another user with the same name already exists.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Y	This is a standard feature within the Quick Modules system. Authentication and user credentials are stored in the Quick Modules database. The security component of the system will enforce password policy such as complex passwords of ten characters or more.

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				(Required for all users with elevated privileges)
S-5	Enforce complex passwords of ten characters or more. in accordance with DoIT's Statewide <i>User Account and Password Policy</i>	M	Y	This is a standard feature within the Quick Modules system. Authentication and user credentials are stored in the Quick Modules database. The security component will enforce password policy such as password length, and complexity, as well as expiration time. Should NH DRA decided to utilize Active Directory or another custom authentication mechanism, then Quick Modules will rely on the 3rd party product to enforce such rules. (Used for all general users of the system.)
S-6	Encrypt passwords in transmission and at rest within the Database.	M	Y	This is a standard feature of the Quick Modules system. Quick Modules client side applications are built on the Microsoft Silverlight platform and use HTTPS protocol for communication to server side web services, thus ensuring that passwords, as well as data, is transmitted via a secure process. Additionally, with the use of the system's internal authentication within Quick Modules, the system stores hash values of the passwords, thus preventing any reconstruction of passwords electronically. Should a third party authentication be used (for example, Active Directory) then at no point do user passwords get stored to the Quick Modules internal database or system.
S-7	Expire passwords after 90 days.	M	M	This is a customized feature that can be provided as part of the solution. FairFax Imaging will provide a configuration file where the number of days for password expiration can be modified as necessary.
S-7	Replaced via Addendum 2 as follows: Provide an expired passwords configuration file where number of days can be modified if necessary.			
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services		Y	This is a standard feature within the Quick Modules system. Users of the Quick Modules system do not have direct access to data. Users access data within the system via the system applications which in turn, access data via secure web

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				services. After a user provides his/her security credentials upon logging into the system, the application validates them and presents a user only with the list of queues for which that user has access and authorization to perform.
S-9	Ability to limit the number of people that can grant or change authorizations	M	Y	This is a standard feature within the Quick Modules system. Quick Modules can limit the number of people that are capable of granting or changing access/authorizations for users on the system. Within the systems setup application (GUI interface), permissions are assigned to individual users and groups. Only people that have proper permissions are allowed to use the system or perform configuration changes.
S-10	Ability to enforce session timeouts during periods of inactivity.	M	Y	This is a standard feature within the Quick Modules system. Whenever a user logs into the system, a security identity token (SIT) is created. This SIT is assigned a time (defined via configuration) within which this user log in is valid. Through continued user interaction with the system, this time is extended and therefore no time out notification is presented. However, if no activity is performed by the operator, then the SIT will expire based upon the configuration time set, and the user will be requested to log into the system again. If during this session time out, the operator has work that is remaining for the particular work object he/she was working, that work object is returned to the system queue for completion by another operator.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)	M	M	FairFax Imaging will perform application testing against the OWASP top ten identified threats to prevent critical application security flaws. Once this testing and review is completed, FairFax Imaging will supply a risk assessment to NH DRA for approval and acceptance by the State. This security risk assessment will include the application testing performed against the list of threats identified by OWASP.
S-11	Replaced by Addendum 2 as follows: Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the			

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	application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project) by the Vendor and approved and accepted by the State.			
S-12	The application Shall not store authentication credentials or sensitive Data in its code.	M	Y	This is a standard feature within our Quick Modules system. None of the Quick Modules applications store credentials in its code. All user applications within the system require users to provide their credentials and those credentials get validated real time against the security module in the system. Server side modules, when required, take credentials from the configuration file. For additional security measures, specific sections of the configuration file can be encrypted (if required) using the identity of the account under which the module is running.
S-13	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y	This is a standard feature within our Quick Modules system. All security events within the Quick Modules system such as authentication, authorization, and access to images can be turned on for auditing. If auditing is turned on for an event, this event will be tracked by the system and can be reported on at any time.
S-14	The application Shall log all activities for audit purposes.	M	Y	This is a standard feature within our Quick Modules system. Quick Modules has a number of events that can be tracked for auditing. In addition to security events outlined above, the system can track changes to the configuration, changes to the data (as it gets captured and keyed), as well as changes to the transaction structure (form type change, page added, page deleted, page moved, transaction deleted).
S-15	The application Must allow a user to explicitly terminate a session. No remnants of the prior session should then remain in cache.	M	Y	This is a standard function of the Quick Modules system. Quick Modules does not store any session information on a user's workstation and allows a user to explicitly terminate a session.
S-16	The application Shall NOT display explicit error and exception handling when not executing as designed in the production environment	M	Y	This is a standard feature of the Quick Modules system. When an error occurs, Quick Modules does not display explicit error information. Instead, the application will display a user-friendly message without providing any details that could compromise

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					the security of the system. The detailed log information will only be stored on the server and can be reviewed only by authorized personnel.
S-17	Use only the Software and System Services designed for use.	M	Y		This is a standard function of the Quick Modules system. Users are only allowed to access the software and system services for which they are authorized to perform their job duties.
S-18	Application Data Shall be protected from unauthorized use when at rest.	M	Y		This is a standard function of the Quick Modules system. The Quick Modules system offers a secure processing environment and as such, all data, images, and applications are protected from unauthorized access within the system.
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y		This is a standard function within the Quick Modules system. The Quick Modules data stored in the database are stored as files. Unauthorized personnel do not have access to either the database or image file storage. Communication between client and server components is configured to utilize HTTPS protocol to insure secure communication.
S-20	Subsequent application Enhancements or upgrades Shall not remove or degrade security requirements	M	Y		This is a standard function of our system design and approach for all Quick Modules systems. As a modular system, Quick Modules security is not compromised through the upgrading of any component within the system. Unlike other systems where a marriage of two different vendors systems occur, FairFax Imaging has a singular approach and system design to both form and remittance processing. This approach assures our clients of only one system needing to be administered and maintained for security and any updates.
S-21	Application Should be protected from unauthorized use when at rest.	M	Y		This is a standard feature within the Quick Modules system. All Quick Modules applications are installed on the server and therefore tight restrictions can be placed upon access to the data, images, and applications by NH DRA IT to restrict access to the system when at rest.
S-22	Create change management documentation and procedures	M	Y		This is a standard function of FairFax Imaging's Project Implementation methodology. Any changes are documented through change management documentation and procedures are developed as to how to conduct these changes within the system for

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					implementation.
S-23	Provide security at the network, application, and database levels as well as at the client level.	M	Y		This is a standard feature within the Quick Modules system. Quick Modules provides security at all three levels of system, i.e., network, application and database. At the network level, Quick Modules uses a secure protocol to exchange data between the various system modules. Database access is performed (when required) via web services for all client applications. This, in combination with the database's own security (only authenticated users can get access to data), insures strict security at the database level. At the client level, security is achieved by each application requiring a user to be authenticated to allow that user access and perform their work tasks as they are authorized within the system (example: work type).
S-24	Provide ability to restrict access to the application database (s) from outside the application program	M	Y		This is a standard function within the Quick Modules system. None of Quick Modules client side applications require database access. Thus, there is no need to install any client side software or perform any client side configuration for database access. Clients get data from a server via well defined interfaces. Only authenticated clients can make calls to those interfaces.
S-25	Provide an audit trail of unauthorized attempts to access the system. Distinguish in the audit trail web browser activity from client workstation activity	M	Y		This is a standard feature within the Quick Modules system. Quick Modules will detect unauthorized attempts to access the system without being properly authenticated. Within the audit trail identification, the client workstation at which access was attempted is provided for reporting purposes.
S-26	Establish a time-out limit within system security. Terminate a user's session if the user's workstation is left unattended for the established time frame. Require the user to re-enter the password before continuing.	M	Y		This is a standard feature within the Quick Modules system. Quick Modules will terminate a user session after a configurable amount of time. The user will be required to log in again after the session is terminated.
S-27	Provide ability to suspend all user access when a user ID is terminated.	M	Y		This is a standard feature within the Quick Modules system. If the user's ID was removed/terminated, the user will not be able to log in to the system and perform any work.
S-28	Mask password entry so that the password cannot be viewed upon demand	M	Y		This is a standard feature of the Quick Modules system. In Quick Modules, the

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					password is always masked and thus, cannot be viewed upon demand.
S-29	Provide ability to disable log-on capabilities after five (5) unsuccessful password entry attempts. Provide the ability for automatic notification of security administrator upon disabling log-on capabilities		M	Y	This is a standard feature of the Quick Modules system. Using Quick Modules own features for storing credentials and performing authentication against its database, the Security Manager service within the system will enforce security policies. One such policy is an ability to lock an account after a predetermined number of unsuccessful password entry attempts. The system can be set up to notify a specific user or group about such an event via email. If Quick Modules is set to use a 3rd party system (Windows Active Directory, for instance), then the system relies on the 3rd party system to enforce password policy as well as provide notification to appropriate personnel.
S-30	Allow security coordinators to reset passwords without knowing the existing password.		M	Y	This is a standard feature within Quick Modules. If Quick Modules is responsible for storing credentials, it allows password reset by authorized personnel without having to know the existing password.
S-32	Provide an application security assessment and validation of secured access to data elements and stored images.		M	M	FairFax Imaging will supply an application security assessment and validation of the system security access to data elements and stored images as part of the project. The assessment based upon the OWASP top ten threats will provide to NH DRA information about likelihood and technical impact using simple ratings scheme, which is based on the OWASP Risk Rating Methodology. It should be noted that some of the potential identified threats by OWASP may not exist within the architecture or design of the proposed system. FairFax Imaging will identify those potential identified threats as listed by OWASP that relate to the system proposed and provide to NH DRA the risk assessment.

FUNCTIONAL REQUIREMENTS					
Req #	Req./Deliverable		M/O	Y/M/N	Comment
DOCUMENT PROCESSING (DP)					
DP-1	Utilize OCR/ICR technologies for Data capture from images		M	Y	This is a standard feature within our Quick Modules solution. The

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	composed of structured and unstructured forms.			proposed solution offers both structured and unstructured forms processing. The recognition capabilities of the system are specifically designed for government tax operations. Through a combination of multiple recognition techniques and classifiers the system is capable of reading machine print, handprint, CAR/LAR, OMR, Barcodes (1D, 2D and postal) on both structured and unstructured documents.
DP-2	Ability to process document images with multiple barcodes.	M	Y	This is a standard feature of the Quick Modules system. Multiple barcodes from one or more document images can be processed. The system is capable of recognizing most major barcode formats such as 2 of 5 and 3 of 9, postal, as well as 2-dimensional barcodes.
DP-3	Support various image sizes Including a minimum size of 2.75 Inches x 4.80 Inches and a maximum size of 9.0 Inches x 14.0 Inches.	M	Y	This is a standard feature of the Quick Modules system. Virtually any form or image size can be processed by the system, Including minimum size of 2.75 Inches x 4.80 Inches and a maximum size of 9.0 Inches and 14.0 Inches. These sizes can be intermixed within the system.
DP-4	Support bar code recognition for 1D and 2D barcodes	M	Y	This is a standard feature of the Quick Modules system. The system will read 1D and 2D barcodes intermixed within the system.
DP-5	Process images on a transactional basis.	O	Y	This is a standard feature of the Quick Modules system. Quick Modules can process items as batches or transactions. At the time of scanning, files will be created which will include multiple transactions. This is done to maximize the throughput of the scanning activity and to minimize the open/close process over the network/servers. Once scanned, the Quick Module system will perform form classification on each transaction type and groupings of similar transaction types for continued processing. Depending

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					upon NH DRA's legacy systems requirements, it may be necessary to output batches for upload. Regardless, Quick Modules can support NH DRA's processing vision of utilizing transactions during the processing of the tax returns.
DP-6	Centrally control the assignment of DLNs across multiple devices, including remote devices, so as to avoid duplication of DLNs, and assign DLNs in numerical sequential order.	M		Y	This is a standard feature of the Quick Modules solution. The assignment of DLNs will be centrally controlled across all scanning devices so as to avoid any duplication of DLNs. The assignment of DLNs will be sequential to each scanning device.
DP-7	Support remote capture of document images, create a means by which to track, identify, and group based on the source of that image, and process accordingly.	M		Y	This is a standard feature within the Quick Module system. Remote capture is supported by the system using Quick Scan Remote and a general scanner for the purpose of imaging tax forms, checks and/or correspondence. The remote capture process will be tracked through the system dashboard module, MavBridge, from capture through to output. These items will be grouped based upon the source location of where they were scanned and processed according to the tax/form type and business rules of NH DRA.
DP-8	Create an automated workflow and work queues to address document images that Cannot be System validated.	M		Y	This is a standard function within the Quick Modules system. The system will automatically route images that cannot be system validated to specific work queues for an operator to address/correct. The number of queues within the system is not limited and can be broken down by tax type, form type, or type of error.
DP-9	Validate extracted Data against existing DB2 Data for name, address, and FEIN.	M		Y	This is a standard function within the Quick Modules system. The system will validate any information extracted against the DB2 database for validation of name, address, FEIN or other types of methods to ensure the accuracy and quality of the data captured.
DP-10	Leverage latest technological advances to accurately and	M		Y	This is standard feature of the Quick Modules system. Quick Modules

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	efficiently extract and validate Data so as to minimize human intervention.			utilizes the latest in technology to ensure the accurate and efficient extraction and validation of information whether it is from a form image, or electronic file.
DP-11	Create an automated workflow and work queues for Data validation and perfection.	M	Y	This is a standard function within the Quick Modules system. The system will automatically route images to specific work queues for the purpose of performing validation and perfection of the information captured. The number of queues within the system is not limited and can be broken down by tax type, form type or type of error.
DP-12	Ability to initiate a correspondence workflow based on pre-defined criteria (errors, omissions, etc) and report on criteria type and associated volume.	M	Y	This is a standard feature within the Quick Modules system. A correspondence workflow queue can be set up within the system allowing NH DRA to track items containing correspondence and report on these items based upon a defined set of criteria such as errors on the tax form or omissions of required form types for each submission. A custom report will be created that reports on the volume of these transaction types.
DP-13	Create an automated workflow to validate and present Data for upload into TIMS per existing schema.	M	Y	This is a standard feature within the Quick Modules system. Quick Modules will automatically route images to operators for presenting and validating the relevant fields of interest as well as automatically route the completed data to the TIMS system. Quick Output, which is the module within our workflow that performs the output, offers a flexible means of outputting data and images and can create the output to virtually any system.
DP-14	Produce various Operational, workflow, and statistical reports (see Report Requirements)	M	Y	This is a standard feature within the Quick Modules system. Quick Reports provides a host of performance and statistical reports to allow staff to measure operational and system performance. All required reports as outlined in the RFP will be supplied with the system.

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DP-15	API for real time Operational, workflow, performance management and other Data as required for access by Information Builders WebFocus application.	M		Not applicable – Striked via Addendum 2.
DP-16	Application specific dashboard view for real time workflow monitoring with automatic continuous refresh.	M	Y	This is a standard feature of the Quick Modules system. Our Quick Supervisor module provides real-time administrative and management oversight into the performance of the Quick Modules system. Every process within the proposed system and its associated queue(s) is monitored. If desired, any transaction with any queue, as well as the details associated with the transaction, can also be viewed. Quick Supervisor is continually refreshed and updated enabling the viewing of the number of transactions within a queue, the status of each transaction, and its associated documents, the contents of each transaction record, and any errors that have occurred in any transaction.
DP-17	All Software associated with the aforementioned System(s) will allow for real time performance management.	M	Y	This is a standard feature of the Quick Modules system. The system is configured with MavBridge reporting to view in real time the items within the processing stages of the workflow. This provides NH DRA with ability to view the system work activities and track the flow of items within the system from mail operation, all the way through to output.
DP-18	All images are to be stored locally until such time as they are transferred to the Image Retrieval System.	M	Y	This is a standard function of the Quick Modules system. Typically, images are stored onto an available storage network device (NAS, for example) while work in process activities are performed. These images can be moved to a more permanent location either within the

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				same storage environment or onto a separate device. In either case, Quick Web will be able to retrieve the images.
DP-19	Ability to manage and audit access to locally stored images.		Y	This is a standard feature within the Quick Modules system. The system has the ability to manage and audit access to the system. Access to images on the system is secure and operators are not allowed to directly access the images without authentication.
DP-20	In the event a document is imaged multiple times, a means by which to mitigate processing duplicate images of the same document.	M	Y	This is a standard feature within the Quick Modules system. This issue is mitigated within the proposed system. Using the ImageTrac scanners, the initial image capture during scanning is precise and no duplicates are created due to normal system operation. During jam recovery, the ImageTrac scanners provide an intuitive and easy method of recovery, guiding the operator to which documents need to be re-imaged. If during this process, or because of some other scanning operation error, duplicate images are created, the Quick Modules system provides an efficient method for resolving it using the Quick Review module within the system's workflow. Quick Review allows an operator to delete, re-order, or rescan (if necessary) items that fail the quality standards of NH DRA. Any duplicate images identified during the workflow process can be routed to Quick Review where they can be easily dealt with. Should these images be flagged as needing to be removed (deleted) from the system, the Quick Module system will provide an audit report for tracking purposes.
DP-21	Ability to identify and manage merged transactions.	M	Y	This is a standard function within the Quick Modules system. Using our import module (Quick Input), the system will automatically perform sequence checking of the

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					forms/images received from the IBML scanner based upon a set of business rules defined for that particular scan job. Should any error be encountered, the item(s) are routed automatically to the Quick Review module where an operator has the ability to re-sequence the items into their proper order and resubmit to the workflow, delete the items, or using a small scanner attached to the workstation, rescan the items.
DP-22	Ability to identify and re-prioritize large dollar amount transactions.	M	Y		This is a standard feature with the Quick Modules system. The system has the ability to identify large dollar items for the purpose of prioritizing the transaction for processing. This process is performed once the check amount is identified. This can be done either as a special batch scan on the ImageTrac scanner (if NH DRA batches all large transaction amounts together), or during CAR/LAR capture. Once the dollar amount is captured within the system, Quick Modules can prioritize the transaction(s) based upon the needs of NH DRA for higher order of processing and deposit.
DP-23	Ability to process images from sources other than the scanners. ex: designated e-mail inbox	M	Y		This is a standard feature within the Quick Modules solution. Quick Input will accept virtually any type of image from sources other than scanners for the purposes of processing within the workflow of the system. The system will accept PDF/A type files and process them as if they were scanned within the system.
DP-23	Replaced via Addendum 2 as follows: Ability to process images from sources other than the scanners Including PDF/A.				
ELECTRONIC REMITTANCE (ER)					
ER-1	Support OCR/ICR technologies for reading and capturing Data from the front and back of	M	Y		The automatic data capture stage (Quick Capture) accepts images, from the previous stage within our

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	<p>checks composed of handwritten, type written, and/or printed text.</p>		<p>workflow (Quick Enhance), and outputs the best available ASCII result data for the characters within the images furnished to it. This module runs in an unattended mode on the server and as such, doesn't require any operator interaction in order for it to perform its specific functions. Quick Capture processes data fields containing constrained hand-print, numeric, alpha, and alphanumeric fields, and machine-print text on form items, as well as courtesy amounts and legal amounts (CAR/LAR) on payment items such as checks. Quick Capture uses some of the world's most powerful Optical Character Recognition (OCR), Intelligent Character Recognition (ICR) and Optical Mark Recognition (OMR) engines. One of the most powerful features of these engines is that they are capable of recognizing all these various fields without any special programming or configuration changes. Instead, after each image type is identified, it is passed to the engines, and it automatically loads the appropriate templates to recognize the necessary data elements of that item. By combining the advanced form identification features of Quick Enhance and Quick Capture to recognize form ID, 1D or 2D barcodes or form layout the system can identify records within a transaction without the use of separator sheets. Identifying different formats of the same form within the transaction is then accomplished. Quick Capture uses multiple recognition classifiers fused together for OCR, ICR, OMR, and barcode recognition (BCR), Courtesy Amount Recognition (CAR) and Legal Amount Recognition (LAR). This multiple engine technology allows Quick Capture to be a</p>
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					versatile recognition system processing all field types across all form types, including forms and checks. The CAR and LAR can be applied to the remittance stub/return or check. Quick Capture fuses the combined power of the engines to produce the best recognition in the industry.
ER-2	Ability to read MICR from images and receive MICR Data from scanning application.	M	Y		This is a standard feature within the Quick Modules system. As the leading supplier of IBML scanners, FairFax Imaging has developed its own Quick Input module to import the images and data into Quick Modules. This process is used in all of the locations where FairFax Imaging has sold and installed ImageTrac scanners. We do not require IBML's Exporter to operate. Quick Input will ingest the images and all data elements captured by the IBML scanner, as well as the form identification flags from the scanner. Quick Capture will perform OCR/ICR recognition on the checks for the purpose of reading the MICR line of the check from image. This recognition result can be compared to the result received from the ImageTrac scanner for the purposes of improving the MICR recognition level on those checks that do not contain magnetic ink or may have been misread by the scanner due to skew or some other issue at scan time.
ER-3	Process digital images of checks that May be of varying sizes and contain a wide variety of colors and patterns.	M	Y		This is a standard feature within the Quick Modules system. Quick Modules is used every day to process billions of dollars of financial instruments including checks and money orders which come in varying sizes, weights, colors and patterns. Our Quick Capture modules achieve the highest results for recognition of dollar amounts using a fused technology of CAR/LAR and other recognition methods.

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					for further review. These identified exceptions can be assigned to specific workers whose knowledge of NH DRA's tax operation will allow them to research and validate (or approve) the data in question.
ER-8	Virtually endorse checks received;	M		Y	This is a standard feature within the Quick Modules system. Checks can be virtually endorsed using the Quick Check 21 module and placed onto the back of the check images though it was manually encoded. For example, the NHDRA account number followed by the words "For Deposit Only" can be embedded into the image for the back of the check prior to transmission to the bank for deposit.
ER-9	Process check images via Check 21 and interface with the specified financial institutions found in Section A-2.6 based on predefined thresholds or Schedule;	M		Y	This is a standard feature within the Quick Modules system. Quick Check 21 module will process the system check images and create the necessary Image Cash Letter (ICL) for electronic presentment to the bank of choice of NHDRA. The creation and transmission of the deposit can be performed at predetermined thresholds or scheduled at specific times of the day, as well as the deposit can be performed based upon the initiation by an authorized user of the system within Deposit Monitor. Deposit Monitor is a GUI interface within the workflow of the Check 21 process which provides reports on check aging (if checks are not immediately deposited), invalid checks, and prior deposits within the system. Deposit Monitor also provides the means of correcting any rejected items from the bank and marking them for redeposit once they have been corrected.
ER-10	Process both simple and complex transaction types Included but not limited to: <ul style="list-style-type: none"> • single check associated with a single transaction; • single check associated with 	M		Y	This is a standard feature within the Quick Modules system. Quick Modules has been developed from the ground up to process simple, as well as complex transactions within the same workflow on the same system.

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	<p>multiple transaction;</p> <ul style="list-style-type: none"> • multiple checks associated with a single transaction; • multiple checks associated with multiple transactions. 			<p>Unlike any other system in the industry, Quick Modules does not attempt to marry two different systems with varying architectural differences in addressing the processing tasks. Rather, Quick Modules uses the same workflow and common set of modules, business rules, reporting, and infrastructure (ex. database) to process the client's work. This feature has set Quick Modules apart from every other solution on the market and is why FairFax Imaging has been able to address the unique needs of clients such as NHDRA where others have failed. The Quick Modules system will process transactions consisting of a single check associated with a single transaction; a single check associated with multiple transactions; multiple checks associated with a single transaction and multiple checks associated with multiple transactions. Additionally, the system will process both money as well as no money items with the same workflow.</p>
ER-11	Create a Bank Deposit Voucher or appropriate report for use in the depositing of funds;	M	Y	This is a standard feature within the Quick Modules system. The Quick Modules system will create a deposit voucher report (or any other appropriate deposit report as deemed necessary by NH DRA) for use in depositing the funds to the bank.
ER-12	Produce various real time and historical deposit reports (see Reports Requirements).	M	Y	This is a standard feature within the Quick Modules system. Quick Reports provides a host of performance and statistical reports to allow staff to measure operational and system performance. Additionally, the system will produce the Deposit, Workflow, Performance and Audit reports which are outlined within the RFP.
ER-13	Provide a diagram and accompanying narrative of the proposed remittance workflow. Begin with mail extraction and end with generation of posting file	M	Y	FairFax Imaging has provided as addendum to this section, a complete system workflow narrative, and diagram of the proposed system. Please refer to the Solution

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	and bank deposit. Include the processing workflow and procedures for the mix of remittance payments. Include the following topics: <ul style="list-style-type: none"> • The assignment of transaction numbers • The need for pre-encoded transaction tickets • Ability to suspend a specific transaction • Balancing of multiple transactions • Processing procedures for unbalanced transactions • Ability to edit a transaction after balancing and prior to posting 			Description – Features and Functionality further in this section for a complete description of the Quick Modules system proposed.
ER-14	Ability to perform edits on remittance payments and associated dollar amounts based on security authorization.	M	Y	This is a standard feature within the Quick Modules system. Only those operators who have been authenticated to access the system and who have been assigned to groups for the purposes of performing work on remittance (money) items will be allowed to access remittance payments.

ER-15	Ability to perform the following: <ul style="list-style-type: none"> • Amount limit edits • Miss-Encode edits • Foreign Checks Detection • Remote Data Entry Capabilities 	M	Y	This is a standard feature within the Quick Modules system. The system will perform amount limit edits based upon tax/form types such to alert an operator to exceedingly high dollar amounts. This is configurable by NH DRA based upon the various tax types processed. The operator can, upon verification of the dollar amount, continue with the process should the dollar amount be accurate. An error in encoding dollar amounts rarely occurs in the Quick Modules system due to its highly specialized and accurate balancing process. Every dollar amount is verified through either balancing against a known amount from the return/voucher, or through re-keying of the check value against the recognized CAR/LAR amount. Foreign check items are identified on the system through the routing and transit MICR
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				line on the check. Foreign items are processed within the system's workflow and are identified for physical (manual) deposit to the bank. Using the thin-client module Quick Key, remote data entry capabilities are easily accomplished on the system from virtually anywhere. Access to the system is provided only through a secure authentication process for those operators that have been authorized onto the system by NH DRA.
ER-16	Ability to extract credit card information and transmit for third party processing.	M	Y	This is standard function within the Quick Module system. The Quick Module system will process payments which are being made via a credit card by reading the credit card information from the form and perform validation of the account number (format, length, check digit). Once confirmed, the system will create an extract file of all credit card information and transmit that file to a third party for processing. Merchant and settlement activities would be handled by NH DRA's third party provider.
ER-17	Ability to process multiple processing dates concurrently.	M	Y	This is a standard function the Quick Modules system. Our systems process billions of dollars of client deposits each day. The system allows the processing of multiple processing dates concurrently. The processing date can be assigned at the time of scanning or through system designation for the entire day. A change of date can be made to process work for tomorrow's date for deposit processing. There is no restriction in processing by mail date at the time of scanning. Mail date can be assigned at scan time and may be different from the actual scan or deposit date.
ER-18	Ability to print check images.	M	Y	This is a standard feature within the Quick Modules system. The system will allow an authorized user (based upon security login) to print check images if needed.
ER-19	Ability to correct or modify	M	Y	The Quick Modules system offers a

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	transaction Data.		<p>robust solution for complete data validation and correction of batch and transaction data. Data validation and correction of all taxpayer information contained on the tax return, schedules, or coupon/voucher will be performed. The operator will be presented with similar types of work on a transaction basis in order to gain efficiency in the verification/entry process. These transactions will be grouped and presented based upon the defined rules of NHDRA and contained in the workflow definition. For example, work can be assigned to operators by specific tax and/or form type as well as field type for that particular work. The system will electronically present the tax form group assigned to that operator based upon priorities within the system or assigned by NHDRA supervisors. This transaction batching will occur regardless of the tray of work in which the item was scanned. Queues will be assigned to prioritize the work and move similar transactions to the operators for processing by tax and/or form type. NHDRA business rules will be used to ensure the tax payer information is processed accurately. The system will provide table lookup and access to database information as well as perform NHDRA specific rules for each tax/form processed. Work will be routed within the system based upon the workflow rules identified by tax, form, data elements, or unique handling requirements. During the validation process, full image display of the items will be provided to the operator along with a data entry screen of all fields to be entered. Any failure of the business logic will be reconciled according to the business rules established by NHDRA. Through the guided prompts and image presentations within Quick Key, the operator is able to ensure that, for each field on each image, all data fields are 100% accurate. Quick Key relies on</p>
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				logical business rules to ascertain that the data is 100% accurate. Quick Key is the most versatile and comprehensive data entry and correction product on the market.
ER-20	Ability to allow for Data entry corrections.	M	Y	This is a standard feature of the Quick Module system. Quick Key is a highly graphical and intuitive user interface designed specifically for the purpose of performing high-speed data entry, corrections, and validations of information. No other product on the market provides the ease of use, rich feature set, or ability to validate forms/voucher and checks within a common workflow and set of business rules like Quick Modules.
ER-21	System interface Must be capable of accepting external files. Ex Remote Data Capture / Direct Check.	M	Y	This is a standard feature within the Quick Modules system. The system will accept external files from remote data capture locations that consist of forms/vouchers and/or checks. Additionally, the system will accept electronic files from external sources for input into the workflow.
IMAGE STORAGE AND RETRIEVAL (ISR)				
ISR-1	Support image compression.	M	Y	This is a standard feature of the Quick Modules system. Image compression is supported by the system Including TIFF G3/G4, as well as JPG.
ISR-2	Store all images and allow for secure retrieval with audit controls.	M	Y	This is a standard feature of the Quick Modules system. The system will store all images and index values allowing for a secure retrieval of the information. All images will be stored in a standard format of either TIFF or PDF/A.
ISR-2	Replaced via Addendum 2 as follows: Store all images in a standards based format and allow for secure retrieval with audit controls.			
ISR-3	Index all images in a logical fashion allowing for retrieval based on a variety of criteria Including but not limited to taxpayer information, date, DLN, Index #, form type, etc.	M	Y	There is virtually no limit to the number of fields that the Quick Module system can capture that ultimately can be used for indices when storing and retrieving images. These index values can be a variety of criteria Including, but not

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					limited to, taxpayer information, date, DLN, Index Number, form type, dollar amount, etc. Typically, the indices that are used in archiving and retrieval are determined and dependent upon the information required to access the image(s) requested.																								
ISR-3	Replaced via Addendum 2 as follows: Index all images in a logical fashion allowing for retrieval based on a variety of criteria Including but not limited to taxpayer information, date, DLN, Index #, form type, word search, etc.																												
ISR-4	All image retrievals Must be System identified back to the user and an audit trail Will be available to management on demand.	M		Y	This is a standard feature within the Quick Modules system. The system will track all access to the system by user through its security and audit logs. These logs and reports are made available to management on demand through our standard Quick Reports module.																								
ISR-5	Vendor to provide recommendations for the physical storage of imaged documents.	M		Y	FairFax Imaging has analyzed the volume expected for processing each year at NH DRA and calculated a conservative physical storage capacity to provide 10 years of storage of imaged documents with an anticipation of growth. Below are the calculations for image storage. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc;">Storage Capacity Assumptions</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">495,332</td> <td>Annual Volume of Returns</td> </tr> <tr> <td style="text-align: right;">5</td> <td>average number of pages per return</td> </tr> <tr> <td style="text-align: right;">2476660</td> <td>Total Pages per Year</td> </tr> <tr> <td style="text-align: right;">2</td> <td>Number of sides of pages stored</td> </tr> <tr> <td style="text-align: right;">4953320</td> <td>Number of images stored each year</td> </tr> <tr> <td style="text-align: right;">50,000</td> <td>average size of images</td> </tr> <tr> <td style="text-align: right;">247,666,000,000</td> <td>Storage Required per year</td> </tr> <tr> <td style="text-align: right;">250GB</td> <td>Storage Per Year</td> </tr> <tr> <td style="text-align: right;">10</td> <td>Years of Storage for Legal Purposes</td> </tr> <tr> <td style="text-align: right;">2%</td> <td>Projected Growth over 7 years</td> </tr> <tr> <td style="text-align: right;">2.86TB</td> <td>Storage for 10 Years</td> </tr> </tbody> </table>	Storage Capacity Assumptions		495,332	Annual Volume of Returns	5	average number of pages per return	2476660	Total Pages per Year	2	Number of sides of pages stored	4953320	Number of images stored each year	50,000	average size of images	247,666,000,000	Storage Required per year	250GB	Storage Per Year	10	Years of Storage for Legal Purposes	2%	Projected Growth over 7 years	2.86TB	Storage for 10 Years
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ISR-6	Clean up of images by removal of random specks and adjust images for form skew;	M		Y	This is a standard feature of the Quick Modules system. Our Quick Enhance module operates as an unattended task within the workflow and will perform the removal of specks and adjust images for form skew.																								

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ISR-7	The image quality of check images created by the Solution Must meet Check21 standards.	M	Y	This is a standard feature of the Quick Modules system. The images produced by the IBML ImageTrac scanner or remote scanners will be tested to meet Image Quality Assurance (IQA) prior to transmission to NHDRA's bank. The images will meet the standards set out by the banking industry for Check 21 (electronic presentment) of financial instruments.
ISR-8	Integrate previously archived images currently stored in BLOB format into appropriate TIF format.	M	M	Quick Modules can integrate previously stored images that are currently in BLOB format into an appropriate TIF format. FairFax Imaging has accomplished similar conversion tasks at for clients as part of an overall migration to a new processing environment in order to maintain previous image access. Although the process is customized to accommodate each client's needs with regard to accessing the image(s) and data/indexes, this is a function that is provided within Quick Modules.
BACKUP AND RECOVERY				
BR-1	Backup and Recover all extracted and validated data, performance data, financial data, and all other relevant data as determined by NH DRA.	M	Y	This is a standard feature of the Quick Modules system. The system allows the backup and recovery of all system related files, Including extracted and validated data, performance/statistical data, financial data and other relevant data/files that are Included with the system functionality. These files will be reviewed with NH DRA during Detail Design to ensure all files as determined by NH DRA are specifically addressed to meet this requirement.
BR-2	Image backup must minimize the number of times any previously stored image is backed up.	M	Y	This is a standard function of our product. The backup procedure for Quick Modules minimizes the number of times any previously stored image is retained, thus improving system efficiencies during the backup process.

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REPORT REQUIREMENTS				
Req #	Name / Description / Required Fields	M/O	Y/M/N	Comment
DEPOSIT REPORTS				
D-1	Transaction Status: Money List of open money transactions. Required fields: transaction number and date, tax type, transaction dollar amount and type, deposit date.	M	M	This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Transaction Status Report of all open money transactions will be provided containing the requested field information in a format as approved by NH DRA.
D-2	Transaction Status: No Money List of no money open transactions. Required fields: transaction number and date, tax type, activity type, and transaction status.	M	M	This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Transaction Status Report of all open no-money transactions will be provided containing the requested field information in a format as approved by NH DRA.
D-3	Deposit Master List Listing all transactions created by day and grouped separately by transaction type. Required fields: taxpayer ID, date stamp, tax type, transaction type/number, and deleted checks/documents.	M	M	This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Deposit Master List of all transactions by day and grouped by transaction type will be provided containing the requested field information in a format as approved by NH DRA.
D-4	Master List Summary Transaction summary. Required fields: date stamp, document amount, check amount, transaction number, scanner number, and deposit date.	M	M	This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Master List Summary Report indicating the

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				summary of all transactions will be provided containing the requested field information in a format as approved by NH DRA.
D-5	<p>Check Amount Errors List of checks that require validation/correction. Required fields: DLN, transaction number, initial check amount, keyed check amount, and user id.</p>	M	Y	<p>This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Check Amount Error Report indicating a list of transactions containing money that require validation/correction will be provided containing the requested field information in a format as approved by NH DRA.</p>
WORKFLOW REPORTS				
W-1	<p>Days to Deposit from Date Stamp Mail to deposit; Include input parameters for date stamp, scan date, and a summary of days to deposit for all transactions within a date range. Required fields: deposit date, working days, number of items, item percentage, and amount percentage.</p>	M	M	<p>This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Days to Deposit Report indicating the time from mail date to deposit date will be provided. The mail date can be either the scan date (as created at the time of scanning) or a specified mail date entered by the scanner operator. The report will include a summary of the number of days to deposit for all transaction types and will contain the requested field information in a format as approved by NH DRA.</p>
W-2	<p>Days to Scan Date from Stamp Date Days to scan date from mail date summary. Required fields: date stamp and scan date.</p>	M	M	<p>This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Days to Scan Date Report indicating the time from mail date to scan date will be provided. This report will compare the mail date to the assigned scan date for comparison purposes and will contain the requested field information in a</p>

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				format as approved by NH DRA.
W-3	Transaction Workflow Incomplete Listing Workflow report for current transactions still in process; Include input parameters for specific transaction request and tax type. Required fields: status, transaction location, transaction number, batch number, tax type, date stamp, transaction count, deleted documents, and # of days at status.	M	M	This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. A Days to Scan Date Report indicating the time from mail date to scan date will be provided. This report will compare the mail date to the assigned scan date for comparison purposes and will contain the requested field information in a format as approved by NH DRA.
W-4	All Outstanding Money Due or Overpayments Report by Date Stamp Detail. Listing of all transactions currently in the system for each date stamp with money due or overpayments; Include input parameters for tax type and image status. Required fields: date stamp, tax type, DLN, transaction number, image status, count, and money value.	M	M	This is a customized report that the Quick Modules system can provide. Through the use of Quick Reports, customer specific reports can easily be generated. The information stored in the database of the system is used to create the necessary report. An Outstanding Money Due/Overpayment Report by date will be provided. This report will contain the requested field information in a format as approved by NH DRA.

PERFORMANCE REPORTS				
P-1	2D Read Rate 2D read rates for all scanners. Required fields: transaction number, total 2-D documents, total 2-D good reads, percent of good reads, total bad reads, percent of bad reads, and 2-D vendor id.	M	Y	This is standard report within the proposed Quick Modules system. Within ImageTrac's SoftTrac Analytics, a 2D barcode read report is available for those items which contain 2D and are read by the ImageTrac scanner.
P-2	Scanner Statistics Detailed scan batch statistics ordered by scanner, scan date, job and operator. Required fields: scanner id, scan date, scan job name, operator, transaction number, start time, elapsed time, idle time, percentage of idle time, number of stops, jam time, percentage of jam time, number	M	Y	This is a standard report within the proposed Quick Modules system. Within the ImageTrac's SoftTrac Analytics reporting module, scanner statistics are kept and can be reported upon through visually displaying the information or through hard copy reporting.

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	of jams, total document count, rejected document count, accept rate, and documents per hour.			
P-3	OpStats – Keying by Application / Time Operator statistics for selected application by form type with operator daily totals, operator overall totals and final totals; Include sort parameters for keying applications and operator. Required fields: user name, date, total transactions, total hours, total keystrokes, form type, keystrokes per hour, and transactions per hour.	M	Y	This is a standard report within the system. Using Quick Reports, the Operator Statistics Report will be provided. This report will include operator statistics for each user on the system by transaction type and includes the detail and summary information as requested by NH DRA.
AUDIT REPORTS				
A-1	Supervisor Delete Review Supervisor Delete Review report. Required fields: transaction number, DLN, delete stage identification,	M	Y	This is a standard feature within the Quick Modules system. Any item that is marked for deletion is reported in the Delete Items Report. The required fields identified are maintained with the system database and can be included within the report.
A-2	Deletion Pull by Delete Date Pull list for current documents that have been deleted from the system, grouped by transaction type, in delete date order. Required fields: tax type, transaction number, DLN, document only or check and document, image status, taxpayer id, check amount, date stamp, delete reason code, and operator id.	M	Y	This is a standard feature within the Quick Modules system. For any item that has been marked for deletion, a Delete Pull Report is created. This report will be grouped by date, transaction type, DLN, type of transaction (money or no money), taxpayer ID, dollar amount, reason for deletion, and operator ID.

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FairFax Imaging, Inc. Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with FairFax Imaging, Inc. plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of FairFax Imaging, Inc. and State Project Managers.

The preliminary Work Plan created by FairFax Imaging, Inc. and the State is set forth at the end of this Exhibit.

In conjunction with FairFax Imaging, Inc. Project Management methodology, which shall be used to manage the Project's life cycle, the FairFax Imaging, Inc. 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 Imaging, Inc. team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with FairFax Imaging, Inc. 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 Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- FairFax Imaging, Inc. shall provide a separate escrow agreement for the application.
- FairFax Imaging, Inc. shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The FairFax Imaging, Inc. Team shall perform this project at State facilities at no cost to FairFax Imaging INC.
- The FairFax Imaging, Inc. Team may perform that work at a facility other than that furnished by the State, when practical, and mutually agreed upon, at their expense.
- The FairFax Imaging, Inc. Team shall honor all holidays observed by FairFax Imaging, Inc. or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the FairFax Imaging, Inc. Team, including Workstations, furnishings for the workstations, meeting facilities as appropriate and shared office equipment including printers and photocopiers.
- The State will not provide personal computers or VPN access to the FairFax Imaging Inc. Team.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.

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- A Project folder created within the State system shall be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- The State shall provide the hardware and operating system to host the Project’s development and production instances. Hardware and operating system environments must be sized to support a minimum of five (5) instances of the applications (instances Include: test, development, production, alternate production location/environment, and DR location for images and possibly Quick Modules software TBD. All instances shall be installed on similar hardware configurations and operating system.
- The State’s hardware operating environment and supporting software shall meet FairFax Imaging, Inc. certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- FairFax Imaging, Inc. team shall implement Quick Modules applications Version 3.5.
- FairFax Imaging, Inc. will lead an effort, including the State of New Hampshire Operations team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to FairFax Imaging, Inc. and State of New Hampshire teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The FairFax Imaging, Inc. Team’s proposal is based on the assumption that the State’s technical team is capable of implementing, with assistance from the FairFax Imaging, Inc. technical team, a subset of the conversions. The FairFax Imaging, Inc. Team shall lead the State with the mapping of the legacy data to the FairFax Imaging, Inc. applications.
- Additionally, the FairFax Imaging, Inc. Team shall:
 1. Provide the State with FairFax Imaging, Inc. application data requirements and examples, of data mappings, conversion scripts, and data loaders. The FairFax Imaging, Inc. Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical specifications.
 4. Assist with the resolution of problems and issues associated with the development and implementation of the conversions.

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F. Project Schedule

- Deployment is planned to begin on October 3, 2011 with a planned go-live date of March 1, 2012.

G. Reporting

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

H. User Training and Change Management

- The FairFax Imaging, Inc. Team shall lead the development of the end-user training plan.
- FairFax Imaging, Inc. is responsible for the delivery of end-user training.
- FairFax Imaging Inc., in coordination with the State, shall schedule and track attendance on all end-user training classes.

I. Performance and Security Testing

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

2. ROLES AND RESPONSIBILITIES

A. FairFax Imaging, Inc. Team Roles and Responsibilities

1) FairFax Imaging, Inc. Team Project Executive

The FairFax Imaging, Inc. Team's Project Executives (FairFax Imaging, Inc. 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 Imaging, Inc. Team Project Manager and the State's Project leadership on the best practices for implementing the FairFax Imaging, Inc. 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 Imaging, Inc. Team Project Manager

The FairFax Imaging, Inc. 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 Imaging, Inc. Implementation Team. The FairFax Imaging, Inc. 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 Imaging, Inc. Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all FairFax Imaging, Inc. Team members;
- Provide weekly progress reports to the State Project Manager;

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- 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 Imaging, Inc. Team**

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

- Construct and 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 Imaging, Inc. Team**

The FairFax Imaging, Inc. 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;
- Development and Documentation of installation procedures; and
- Development 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 Sponsor**

The Project Sponsor will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State

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Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

2) State Project Manager

The State Project Manager will be responsible for overseeing the successful Implementation and integration of the applications and Systems associated with this modernization initiative. The State Project Manager will also work in concert with the Vendor Project Manager (s) to develop Project strategy and approach, address issues and risks, and manage stakeholders concerns from a business user perspective. Major Duties Include:

- Maintains knowledge of the status and progress of the Vendor's efforts
- Coordinate State recourses necessary for the Project
- Facilitate communication between different State Agencies as needed
- Engage and manage all Vendors
- Manage stakeholder's concerns
- Ensure Deliverables acceptance sign-offs are complete
- Resolution of Project issues
- Escalation of outstanding / high priority issues
- Conduct regular and ongoing Reviews of the Project to confirm that it meets all objectives and requirements
- Document important Project Decisions
- Update the Project Sponsor with the Project status and appropriate issues, risks, and successes.

3) DoIT Project Leader

The DoIT Leader will be responsible for the successful System Implementation and integration with existing applications. The DoIT Leader Will work in concert with the Vendor Project Manager (s) and State Project Manager to develop Project strategy and approach, develop test plans, address issues and risks, and manage stakeholders concerns from an IT perspective. Major duties Include:

- Assign appropriate IT resources to the Project
- Coordinate with all DoIT Divisions for Project approvals
- Facilitate equipment and Software orders as appropriate
- Facilitate appropriate Project meetings such as UAT
- Assist in communicating the technical business needs of the Project to the Vendor
- Maintain knowledge of technical efforts and progress of the Vendor
- Ensure System testing such as security testing and load testing are performed by the Vendor and approved by the State

4) Document Processing Project Leader

The Document Processing Project Leader will be responsible for directing and coordinating System(s) testing and Implementation by DP users while working in conjunction with the Vendor Project Manager(s), the State Project Manager and DoIT Project Leader. This directing and coordination of Systems testing and Implementation Will include but not be limited to:

- Development of test plans;

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- Selection and scheduling of key personnel to perform the testing;
- Analysis of the testing results;
- Initiate changes in testing as needed;
- Determination of success/failure of the results;
- Communication of desired changes; and coordination of retesting.
- In addition the Document Processing Project Leader will be responsible for communicating all stakeholder concerns regarding the Division's responsibilities as it relates to this Project.

3. SOFTWARE APPLICATION

- Quick Modules and MavBridge (DPER) Software installed and configured
- Fully tested Data Interfaces/Software
- Quick Modules and MavBridge (DPER) Software installed and certified for UAT Testing
- Functioning In-Bound and Out-Bound Interfaces
- Conversion and Loading of Data into Production Environment
- Support of Tools for NH DRA performance of backup and recovery with detailed instructions on operation.

4. CONVERSIONS

Not applicable.

5. INTERFACES

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

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
IBM21 POWER6		FairFax Imaging & DRA	File interface required to load extracted/validated data into appropriate IBM Power 6 DB2 tables.

A. Interface Responsibilities

- The FairFax Imaging, Inc. Team shall provide the State FairFax Imaging, Inc. Application Data requirements and examples, of data mappings and interfaces implemented on other projects. The FairFax Imaging, Inc. Team shall identify the APIs the State should use in the design and development of the interface.

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- The FairFax Imaging Inc. Team shall lead the State with the mapping of legacy data to the FairFax Imaging, Inc. Applications.
- The FairFax Imaging, Inc. Team shall lead the review of functional and technical interface specifications.
- The FairFax Imaging, Inc. Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- The FairFax Imaging, Inc. Team shall document the functional and technical specifications for the interfaces.
- The FairFax Imaging, Inc. Team shall create the initial test plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The FairFax Imaging, Inc. Team shall develop and Unit Test the interface.
- The State and the FairFax Imaging Inc. Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the FairFax Imaging, Inc. Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

Not applicable.

7. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

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Document Processing and Electronic Remittance Solution					
ID	Task Name	Duration	Start	Finish	Predecessors
0	Document Processing and Electronic Remittance Solution	425 days	Mon 10/3/11	Fri 6/17/13	
1	Project Management Activities	6 days	Mon 10/3/11	Mon 10/10/11	
2	Introductory Conference Call	1 hr	Mon 10/3/11	Mon 10/3/11	
3	Deliver Agenda for Kick Off Meeting	1 hr	Mon 10/3/11	Mon 10/3/11	
4	Onsite Project Kickoff Meeting	1 day	Mon 10/3/11	Tue 10/4/11	
5	Project Management Documents	5.88 days	Mon 10/3/11	Mon 10/10/11	
6	Work Plan	5 days	Mon 10/3/11	Mon 10/10/11	
7	Project Plan (Narrative)	2 days	Tue 10/4/11	Thu 10/6/11	
8	Communications & Change Management Plan	4 hrs	Thu 10/6/11	Thu 10/6/11	
9	Software Change Control Process Document	4 hrs	Thu 10/6/11	Fri 10/7/11	
10	Risk and Issue Management Plan	4 hrs	Fri 10/7/11	Fri 10/7/11	
11	Set up a call with client to discuss project strategies (project plan, com	2 hrs	Fri 10/7/11	Fri 10/7/11	
12	Design Schedule (MS Project)	1 day	Mon 10/10/11	Mon 10/10/11	
13	Citizen Bank (CHECK 21)	0.38 days	Thu 10/6/11	Thu 10/6/11	
14	Schedule Kick Off with Bank (Check 21 implementation) Requirements,	2 hrs	Thu 10/6/11	Thu 10/6/11	4FS+2 days
15	Request Citizens Bank Requirements for x.937 file 7 Connection Protoc	1 hr	Thu 10/6/11	Thu 10/6/11	
16	Phase I Implementation	137.13 ...	Tue 10/4/11	Thu 4/12/12	
17	Phase 1 Requirements and Design	35.13 d...	Tue 10/4/11	Tue 11/22/11	
18	Design Phase	35.13 d...	Tue 10/4/11	Tue 11/22/11	
19	Business Process Analysis/Requirements	35.13 d...	Tue 10/4/11	Tue 11/22/11	
20	Architectural Review with DoIT team, server requirements	1 hr	Tue 10/4/11	Tue 10/4/11	
21	Collect Business Process Requirements	7 days	Tue 10/4/11	Thu 10/13/11	
22	Discuss Phase 1 Form design, versions. Barcodes (1D, 2D), ve	3 days	Tue 10/4/11	Fri 10/7/11	20
23	Batch Integrity Rules, Tax Type Business Rules	1 day	Fri 10/7/11	Mon 10/10/11	22
24	Remote scanning - DLN assignment	1 day	Mon 10/10/11	Tue 10/11/11	23
25	TIMS & Image Storage Output requirements	1 day	Mon 10/10/11	Tue 10/11/11	23
26	Check 21	1 day	Tue 10/11/11	Wed 10/12/11	24
27	Check Endorsement, timeframes of sending ICLs to bank,	1 day	Tue 10/11/11	Wed 10/12/11	26
28	Check 21 Requirements, Manual checks process, Foreign Cf	1 day	Tue 10/11/11	Wed 10/12/11	26
29	NHDRA custom specific rules, dollar amounts, Describe testin	1 day	Tue 10/11/11	Wed 10/12/11	26
30	Reporting Requirements, NH DRA to provide reporting samples	1 day	Wed 10/12/11	Thu 10/13/11	29
31	Application Security - Active Directory and Database Security	1 day	Thu 10/13/11	Fri 10/14/11	30
32	Discuss Application Users and Functions, Groups - QMS Lite	1 day	Thu 10/13/11	Fri 10/14/11	31
33	Application Database Security	1 day	Thu 10/13/11	Fri 10/14/11	31
34	Application security assessment and validation of secured acce:	1 day	Thu 10/13/11	Fri 10/14/11	32

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Document Processing and Electronic Remittance Solution					
ID	Task Name	Duration	Start	Finish	Predecessors
35	Pre-Configuration/Design Phase Documentation	8 days	Tue 11/8/11	Fri 11/18/11	
36	Documentation of Recommended Improvements to Business Pr	2 days	Thu 11/10/11	Mon 11/14/11	165
37	Documentation of Operational Procedures	2 days	Mon 11/14/11	Wed 11/16/11	136
38	Documentation of Organization Structure Recommendations	2 days	Wed 11/16/11	Fri 11/18/11	137
39	Software Configuration, Design, and Specifications Document	2 days	Tue 11/8/11	Thu 11/10/11	164
40	Software Configuration Plan	1 day	Thu 11/10/11	Fri 11/11/11	139
41	Knowledge Transfer Plan	1 day	Fri 11/11/11	Mon 11/14/11	140
42	Specifications of Various Technical Environments Document	2 days	Mon 11/14/11	Wed 11/16/11	141
43	Configuration Phase - Documentation	8 days	Thu 11/10/11	Tue 11/22/11	
44	Systems Interface Plan and Design Specifications Document	2 days	Thu 11/10/11	Mon 11/14/11	139
45	Detailed Testing Plan and Testing Results	1 day	Mon 11/14/11	Tue 11/15/11	144
46	Detailed IBML Equipment Installation and Testing Plan	1 day	Tue 11/15/11	Wed 11/16/11	145
47	Equipment Deployment Plan	1 day	Wed 11/16/11	Thu 11/17/11	146
48	COTS Deployment Plan	1 day	Thu 11/17/11	Fri 11/18/11	147
49	Comprehensive Training Plan, Training Materials and Training C	1 day	Fri 11/18/11	Mon 11/21/11	148
50	End User Support Plan	1 day	Mon 11/21/11	Tue 11/22/11	149
51	Review IBML Scanner Requirements	11 days	Thu 10/13/11	Fri 10/28/11	
52	IBML Database Setup	3 days	Thu 10/13/11	Tue 10/18/11	121
53	Batch Composition	3 days	Tue 10/18/11	Fri 10/21/11	
54	Setup scanner jobs based on design of proposed batch types	1 day	Tue 10/18/11	Wed 10/19/11	152
55	Request sample images from propose batch types	1 day	Wed 10/19/11	Thu 10/20/11	154
56	Request sample scanner database from propose batch types	1 day	Thu 10/20/11	Fri 10/21/11	155
57	DLN requirements	1 day	Fri 10/21/11	Mon 10/24/11	156
58	Define Job Alerts	2 days	Mon 10/24/11	Wed 10/26/11	157
59	Define Form List with Barcode values, misc forms with barcodes o	1 day	Wed 10/26/11	Thu 10/27/11	158
60	Define Barcode Requirements - 1D (3of9), 2D (PDF417), table fiel	1 day	Thu 10/27/11	Fri 10/28/11	159
61	Reiterative Design Specification Changes	2 days	Fri 10/28/11	Tue 11/1/11	160
62	Final Updates and Deliver Draft Design Document	2 days	Tue 11/1/11	Thu 11/3/11	161
63	Design Review with NH DRA	1 day	Thu 11/3/11	Fri 11/4/11	162
64	Deliver Final Design Document with updated changes	2 days	Fri 11/4/11	Tue 11/8/11	163
65	Obtain Final Acceptance on Design Document	0 days	Thu 11/10/11	Thu 11/10/11	139
66	Payment Milestone 1	0 days	Thu 11/10/11	Thu 11/10/11	139
67	System Components Procurement	44.5 days	Fri 10/28/11	Thu 12/29/11	
68	Hardware Readiness	44.5 days	Fri 10/28/11	Thu 12/29/11	
69	IBML IT5 Scanner	38.5 days	Fri 10/28/11	Wed 12/21/11	
70	FAT Test #1 on 2 IBML IT5 In Birmingham, AL	2 days	Fri 10/28/11	Tue 11/1/11	151

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ID	Task Name	Duration	Start	Finish	Predecessors
71	Delivery of a IT5 Scanners	1 day	Tue 11/1/11	Wed 11/2/11	70
72	Scanner Installation, Setup of DEV, TEST and PROD IBML Dat	30.5 days	Wed 11/2/11	Wed 12/14/11	71
73	New IT5 #1 Installation	9 days	Wed 11/2/11	Tue 11/15/11	72
74	Configure Softrac Alerts, barcodes, logging directories	1 day	Tue 11/15/11	Wed 11/16/11	73
75	FAT Test #2 Onsite	20 days	Wed 11/16/11	Wed 12/14/11	74
76	Operator Training on IBML IT5	0.5 days	Wed 12/14/11	Wed 12/14/11	75
77	DRIU	2 days	Wed 12/14/11	Fri 12/16/11	76
78	Install DRIU and configure for all 3 environments	1 day	Wed 12/14/11	Thu 12/15/11	77
79	Provide Training to NHDRA staff on DRIU	1 day	Thu 12/15/11	Fri 12/16/11	78
80	Install SofTrac Offline	1 day	Fri 12/16/11	Mon 12/19/11	79
81	IBML Scanner Install & Upgrade, Acceptance Complete	0 days	Mon 12/19/11	Mon 12/19/11	80
82	Configure Remote Scanners with Quick Modules	2 days	Mon 12/19/11	Wed 12/21/11	81
83	Review Exception Scanners and workstation Installed	3 days	Wed 12/21/11	Mon 12/26/11	82
84	Quick Modules Client applications installed on Operator Workstations	3 days	Mon 12/26/11	Thu 12/29/11	83
85	Hardware Readiness Complete	0 days	Thu 12/29/11	Thu 12/29/11	84
86	Form Design & Batch Composition	53.5 days	Fri 10/7/11	Wed 12/21/11	85
87	Provide Production Like TEST Images and TEST Batches of all form ve	25 days	Fri 10/7/11	Fri 11/11/11	86
88	Phase 1 Form Templates	28.5 days	Fri 11/11/11	Wed 12/21/11	87
89	Business Exercise Tax and Business Profit Tax Forms	1 day	Fri 11/11/11	Mon 11/14/11	88
90	2011 BT-EXT, PAYMENT FORM AND APPLICATION FOR 7 MOI	1 day	Fri 11/11/11	Mon 11/14/11	89
91	2011, 2012 BT-SUMMARY, BUSINESS TAX SUMMARY	5 days	Mon 11/14/11	Mon 11/21/11	90
92	BET-PROP Business Enterprise Tax Return for Proprietorships	1 day	Mon 11/14/11	Tue 11/15/11	91
93	BET Business Enterprise Tax Return (not for Proprietorships)	1 day	Tue 11/15/11	Wed 11/16/11	92
94	NH-1040 Proprietorship Business Profits Tax Return	1 day	Wed 11/16/11	Thu 11/17/11	93
95	NH-1041 Fiduciary Business Profits Tax Return	1 day	Thu 11/17/11	Fri 11/18/11	94
96	NH-1065 Partnership Business Profits Tax Return	1 day	Fri 11/18/11	Mon 11/21/11	95
97	NH-1120 Corporate Business Profits Tax Return	22.5 days	Mon 11/21/11	Wed 12/21/11	96
98	DP-120 Schedule S Computation of "S" Corporation Gross Busine	1 day	Mon 11/21/11	Tue 11/22/11	97
99	Schedule R Gross Business Profits Reconciliation	1 day	Tue 11/22/11	Wed 11/23/11	98
100	NH-1120-WE Combined Business Profits Tax Return	1 day	Wed 11/23/11	Thu 11/24/11	99
101	NH-1120-WE Affiliation Schedule Combined Business Profits Tax	1 day	Thu 11/24/11	Fri 11/25/11	100
102	NH-1120-WE Schedule I Summary of Combined Net Income Sche	1 day	Fri 11/25/11	Mon 11/28/11	101
103	NH-1120-WE Schedule II Apportionment of Foreign Dividends Sch	1 day	Mon 11/28/11	Tue 11/29/11	102
104	NH-1120-WE Schedule III Foreign Dividend Factor Increments Sch	1 day	Tue 11/29/11	Wed 11/30/11	103
105	NH-BET-ES Estimated Business Enterprise Tax Vouchers	1 day	Wed 11/30/11	Thu 12/1/11	104
106	NH-BPT-ES Estimated Business Profits Tax Vouchers	1 day	Thu 12/1/11	Fri 12/2/11	105

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ID	Task Name	Duration	Start	Finish	Predecessors
107	DP-2210/2220 Exceptions and Penalty for the Underpayment of E:	1 day	Fri 12/2/11	Mon 12/5/11	106
108	Image Only Templates	4 days	Mon 12/5/11	Fri 12/9/11	
109	BET Credit Worksheet BET Credit Worksheet	1 day	Mon 12/5/11	Tue 12/6/11	107
110	NH-ES-WS Estimated Business Tax Worksheet, Computation &	1 day	Tue 12/6/11	Wed 12/7/11	109
111	NH-BPT-RCD Allocation Schedule for Reasonable Compensati	1 day	Wed 12/7/11	Thu 12/8/11	110
112	NH-BPT-RCD Allocation Schedule for Reasonable Compensati	1 day	Thu 12/8/11	Fri 12/9/11	111
113	2011 RETT Declaration Inventory of Property Transfer	3 days	Fri 12/9/11	Wed 12/14/11	
114	CD-57 REAL ESTATE TRANSFER TAX - Possible Shift to P	1 day	Fri 12/9/11	Mon 12/12/11	108
115	CD-57-HC REAL ESTATE TRANSFER TAX DECLARATION	1 day	Mon 12/12/11	Tue 12/13/11	114
116	FR-134 INVENTORY OF PROPERTT TRANSFER FORM - P	1 day	Tue 12/13/11	Wed 12/14/11	115
117	Interest & Dividends	1.5 days	Wed 12/14/11	Thu 12/15/11	
118	2011 - DP-10 P1-P2, INTEREST AND DIVIDENDS TAX RETUF	0.5 days	Wed 12/14/11	Wed 12/14/11	113
119	2011, 2012 - DP-10-ES, ESTIMATED INTEREST AND DIVIDEI	0.5 days	Wed 12/14/11	Thu 12/15/11	118
120	2011 - DP-59-A, PAYMENT FORM AND APPLICATION FOR 7	0.5 days	Thu 12/15/11	Thu 12/15/11	119
121	2012 - Communications Services Tax Return	4 days	Thu 12/15/11	Wed 12/21/11	
122	DP-135, COMMUNICATIONS SERVICES TAX RETURN - Po	1 day	Thu 12/15/11	Fri 12/16/11	117
123	DP-135-ES ESTIMATED COMMUNICATIONS SERVICES TA	1 day	Fri 12/16/11	Mon 12/19/11	122
124	DP-139, COMMUNICATIONS SERVICES TAX- Possible Shif	1 day	Mon 12/19/11	Tue 12/20/11	123
125	2011 DP-8, Low and Moderate Claim	1 day	Tue 12/20/11	Wed 12/21/11	124
126	Customization/User Exit Development	35 days	Thu 11/10/11	Thu 12/29/11	
127	User Exits & Business Rules Development	15 days	Thu 11/10/11	Thu 12/1/11	122,65
128	Batch Type Configuration	2 days	Thu 11/10/11	Mon 11/14/11	122,65
129	IBML Input, Barcodes, Rules & Configuration	2 days	Mon 11/14/11	Wed 11/16/11	128
130	Router - Workflow configuration	3 days	Wed 11/16/11	Mon 11/21/11	129
131	QCapture User Exit	2 days	Wed 11/16/11	Fri 11/18/11	129
132	Qcapture 2D Barcode Development and Configuration	2 days	Fri 11/18/11	Tue 11/22/11	131
133	Batch Integrity, Rules & Configuration	1 day	Fri 11/18/11	Mon 11/21/11	131
134	Virtual Batch, Rules & Configuration	1 day	Tue 11/22/11	Wed 11/23/11	132
135	DLN Burn - Check endorsements, DLN burn on images	1 day	Tue 11/22/11	Wed 11/23/11	132
136	Quick Key - Balancing Rules & Configuration	10 days	Wed 11/23/11	Wed 12/7/11	135
137	Quick Key - Form files field setting and business rules	10 days	Wed 11/23/11	Wed 12/7/11	135
138	QReview - Superior Exception Processing, Manual Form ID	2 days	Wed 12/7/11	Fri 12/9/11	137
139	Quick Purge, Rules & Configuration	1 day	Wed 12/7/11	Thu 12/8/11	137

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ID	Task Name	Duration	Start	Finish	Predecessors
140	Quick Output - Custom or Standard, Form Type Specific Business rules	5 days	Thu 12/8/11	Thu 12/15/11	139
141	INI File Configurations	2 days	Thu 12/8/11	Mon 12/12/11	139
142	Check 21, Rules & Configuration	3 days	Mon 12/12/11	Thu 12/15/11	
143	Check 21, Rules & Configuration	2 days	Mon 12/12/11	Wed 12/14/11	141
144	Provide required bank info for config files	1 day	Wed 12/14/11	Thu 12/15/11	143
145	Custom Report Development	20 days	Thu 12/1/11	Thu 12/29/11	
146	Check 21 Deposit Reports	5 days	Thu 12/1/11	Thu 12/8/11	127
147	Performance Statistical Reports	5 days	Thu 12/8/11	Thu 12/15/11	146
148	Audit Reports	5 days	Thu 12/15/11	Thu 12/22/11	147
149	Workflow Reports	5 days	Thu 12/22/11	Thu 12/29/11	148
150	Development & Testing Complete	0 days	Thu 12/29/11	Thu 12/29/11	149
151	NHDRA System Installation & Configuration	15 days	Thu 12/29/11	Thu 1/19/12	
152	System Configuration and Custom Code	15 days	Thu 12/29/11	Thu 1/19/12	
153	Servers and Storage Ready (VM and Physical)	15 days	Thu 12/29/11	Thu 1/19/12	
154	Setup- Environment System Install	5 days	Thu 12/29/11	Thu 1/5/12	126
155	Database Design and Configuration	2 days	Thu 1/5/12	Mon 1/9/12	154
156	Quick Modules Service Modules	5 days	Mon 1/9/12	Mon 1/16/12	155
157	Desktop Applications	1 day	Mon 1/16/12	Tue 1/17/12	156
158	Check 21 Configuration	1 day	Tue 1/17/12	Wed 1/18/12	157
159	Test Connections to Citizens Bank	1 day	Wed 1/18/12	Thu 1/19/12	158
160	Installation Complete	0 days	Thu 1/19/12	Thu 1/19/12	159
161	Payment Milestone 2	0 days	Thu 1/19/12	Thu 1/19/12	160
162	System Training	61 days	Thu 11/10/11	Fri 2/3/12	
163	Deliver Custom Training Plan & Schedule	5 days	Mon 11/21/11	Mon 11/28/11	149
164	Develop QA Test Batches	10 days	Thu 11/10/11	Thu 11/24/11	122,65
165	Create Test Cases and Test Scripts	5 days	Thu 11/10/11	Thu 11/17/11	122,65
166	Deliver FFX System and User Documentation & Manuals	5 days	Thu 12/1/11	Thu 12/8/11	127
167	System Training	11 days	Thu 1/19/12	Fri 2/3/12	
168	Supervisor Training	3 days	Thu 1/19/12	Tue 1/24/12	151
169	Operator Training	3 days	Thu 1/19/12	Tue 1/24/12	151
170	System Admin Training	5 days	Tue 1/24/12	Tue 1/31/12	169
171	Production Support Training	3 days	Tue 1/31/12	Fri 2/3/12	170
172	Training Complete	0 days	Fri 2/3/12	Fri 2/3/12	171
173	System Testing	30 days	Thu 1/19/12	Thu 3/1/12	
174	Unit Testing	5 days	Thu 1/19/12	Thu 1/26/12	
175	Review modular code	1 day	Thu 1/19/12	Fri 1/20/12	151

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ID	Task Name	Duration	Start	Finish	Predecessors
176	Test component modules to product specifications	2 days	Fri 1/20/12	Tue 1/24/12	175
177	Identify anomalies to product specifications	2 days	Fri 1/20/12	Tue 1/24/12	175
178	Modify code	2 days	Tue 1/24/12	Thu 1/26/12	177
179	Re-test modified code	1 day	Tue 1/24/12	Wed 1/25/12	176
180	Unit testing complete	0 days	Wed 1/25/12	Wed 1/25/12	179
181	Integration Testing	10 days	Wed 1/25/12	Wed 2/8/12	
182	Obtain Test Data and Confirm Data Exchange/interface	2 days	Wed 1/25/12	Fri 1/27/12	180
183	Create Test Plan	2 days	Wed 1/25/12	Fri 1/27/12	180
184	Create High Level Test Cases	2 days	Fri 1/27/12	Tue 1/31/12	183
185	Create Manual Test Scripts	2 days	Fri 1/27/12	Tue 1/31/12	183
186	Conduct testing and automated scripts	5 days	Tue 1/31/12	Tue 2/7/12	185
187	Defect Management	5 days	Tue 1/31/12	Tue 2/7/12	186SS
188	Create test summary report	1 day	Tue 2/7/12	Wed 2/8/12	186
189	System / Integration Testing Complete	0 days	Wed 2/8/12	Wed 2/8/12	174, 181
190	UAT Testing	16 days	Wed 2/8/12	Thu 3/1/12	
191	UAT Testing Begins	15 days	Wed 2/8/12	Wed 2/29/12	189
192	Defect Management	15 days	Wed 2/8/12	Wed 2/29/12	191SS
193	ICL File Format approved by Citizens Bank	5 days	Wed 2/8/12	Wed 2/15/12	189
194	Send 2 initial Test Files to Citizens Bank	2 days	Wed 2/15/12	Fri 2/17/12	193
195	Volume/Stress Test	1 day	Wed 2/29/12	Thu 3/1/12	191
196	Performance Testing	1 day	Wed 2/29/12	Thu 3/1/12	191
197	Citizens Bank Check 21 Signoff	0 days	Fri 2/17/12	Fri 2/17/12	194
198	UAT Testing Complete	0 days	Wed 2/29/12	Wed 2/29/12	192
199	Testing Complete / Ready for Production	0 days	Wed 2/29/12	Wed 2/29/12	198
200	Production/Final System Acceptance	2 days	Wed 2/29/12	Fri 3/2/12	
201	Review of Deliverables and Acceptance Criteria	1 day	Wed 2/29/12	Thu 3/1/12	199
202	Production Cutover/Deployment	1 day	Thu 3/1/12	Fri 3/2/12	201
203	Final System Acceptance - Phase I Sign-off	0 days	Fri 3/2/12	Fri 3/2/12	202
204	Payment Milestone 3	0 days	Fri 3/2/12	Fri 3/2/12	202
205	Phase 1A Form Templates (If cannot build into Phase I)	29 days	Fri 3/2/12	Thu 4/12/12	204
206	Six forms shifted from Phase 1	6 days	Fri 3/2/12	Mon 3/12/12	204
207	Configuration additions	6 days	Mon 3/12/12	Tue 3/20/12	206
208	Unit Testing	5 days	Tue 3/20/12	Tue 3/27/12	207
209	UAT Testing	10 days	Tue 3/27/12	Tue 4/10/12	208
210	Production Readiness	1 day	Tue 4/10/12	Wed 4/11/12	209
211	Production Migration	1 day	Wed 4/11/12	Thu 4/12/12	210

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ID	Task Name	Duration	Start	Finish	Predecessors
212	Phase II Implementation	178.5 d...	Thu 4/12/12	Tue 12/18/12	
213	Phase 2 Requirements and Design	69 days	Thu 4/12/12	Wed 7/18/12	
214	Verify/Collect Form Requirements	30 days	Thu 4/12/12	Thu 5/24/12	211
215	Collect Business Process Requirements	5 days	Thu 5/24/12	Thu 5/31/12	214
216	Design Review	5 days	Thu 5/31/12	Thu 6/7/12	215
217	Update System Design Document	10 days	Thu 6/7/12	Thu 6/21/12	216
218	Obtain Acceptance on Design Document	0 days	Thu 6/21/12	Thu 6/21/12	217
219	Payment Milestone 4	0 days	Thu 6/21/12	Thu 6/21/12	218
220	Phase 2 Form Design (NACTP standards, 2D, OCR/ICR)	19 days	Thu 6/21/12	Wed 7/18/12	
221	AU-20, NH Affiliation Schedule	4 hrs	Thu 6/21/12	Thu 6/21/12	219
222	AU-22, Certificate Request Form	4 hrs	Thu 6/21/12	Fri 6/22/12	221
223	AU-201, Non-resident Wholesalers Cigarette Tax Report	4 hrs	Fri 6/22/12	Fri 6/22/12	222
224	AU-202, Resident Distributors Cigarette Tax Report	4 hrs	Fri 6/22/12	Mon 6/25/12	223
225	AU-207, Qualified Investment Company Election	4 hrs	Mon 6/25/12	Mon 6/25/12	224
226	AU-208, Qualified Investment Company Report	4 hrs	Mon 6/25/12	Tue 6/26/12	225
227	CD-3, P1-3, Meals & Rentals License Application	4 hrs	Tue 6/26/12	Tue 6/26/12	226
228	DP-2, Tobacco Tax Form	4 hrs	Tue 6/26/12	Wed 6/27/12	227
229	DP-4, Real Estate Transfer Return	4 hrs	Wed 6/27/12	Wed 6/27/12	228
230	DP-5, Excess Education Property Tax Pmt Voucher	4 hrs	Wed 6/27/12	Thu 6/28/12	229
231	DP-31, Tobacco License Application	4 hrs	Thu 6/28/12	Thu 6/28/12	230
232	DP-77, TIMS/Manual Tax Notice	4 hrs	Thu 6/28/12	Fri 6/29/12	231
233	DP-87A, Report of Change I&D	4 hrs	Fri 6/29/12	Fri 6/29/12	232
234	DP-87 PART Business Tax Partnership, Report of Change for IRS Adj	4 hrs	Fri 6/29/12	Mon 7/2/12	233
235	DP-87 FID, Business Tax Fidiuciary, Report of Change for IRS Adj	4 hrs	Mon 7/2/12	Mon 7/2/12	234
236	DP-87 PROP, Business Tax Property, Report of Change for IRS Adj	4 hrs	Mon 7/2/12	Tue 7/3/12	235
237	DP-87 CORP, Business Tax Corporation, Report of Change for IRS	4 hrs	Tue 7/3/12	Tue 7/3/12	236
238	DP-87 WE, Business Tax Combined, Report of Change for IRS Adj	4 hrs	Tue 7/3/12	Wed 7/4/12	237
239	DP-87 ID, Interest & Dividend Tax, Report of Change for IRS Adj	4 hrs	Wed 7/4/12	Wed 7/4/12	238
240	DP-110-ES, Railroad Tax Estimates	4 hrs	Wed 7/4/12	Thu 7/5/12	239
241	DP-110-RETPYT, Railroad Tax Return	4 hrs	Thu 7/5/12	Thu 7/5/12	240
242	DP-111-ES, Private Car Tax Estimates	4 hrs	Thu 7/5/12	Fri 7/6/12	241
243	DP-111-RETPYT, Private Car Tax Return	4 hrs	Fri 7/6/12	Fri 7/6/12	242
244	DP-133, Electricity Consumption Tax Return	4 hrs	Fri 7/6/12	Mon 7/9/12	243
245	DP-134, Electricity Consumption Tax Extension	4 hrs	Mon 7/9/12	Mon 7/9/12	244
246	DP-151, Smokeless Tobacco Returns	4 hrs	Mon 7/9/12	Tue 7/10/12	245
247	DP-153, Medicaid Enhancement Tax Returns	4 hrs	Tue 7/10/12	Tue 7/10/12	246
248	DP-156, Nursing Facility Quarterly Tax Return	4 hrs	Tue 7/10/12	Wed 7/11/12	247

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ID	Task Name	Duration	Start	Finish	Predecessors
249	DP-156-ACH, NFOA Authorization Agreement Preauthorized payment	4 hrs	Wed 7/11/12	Wed 7/11/12	248
250	DP-158, ICF MR Quality Assessment	4 hrs	Wed 7/11/12	Thu 7/12/12	249
251	DP-165, Research & Development Tax Credit Application	4 hrs	Thu 7/12/12	Thu 7/12/12	250
252	DP-175, Electronic Funds Transfer Payments Authorization	4 hrs	Thu 7/12/12	Fri 7/13/12	251
253	DP-200, Single Member Limited Liability Corporation	4 hrs	Fri 7/13/12	Fri 7/13/12	252
254	DP-255, Utility Property Tax Return	4 hrs	Fri 7/13/12	Mon 7/16/12	253
255	DP-255-ES, Utility Property Tax Estimate	4 hrs	Mon 7/16/12	Mon 7/16/12	254
256	DP-300, Gambling Winnings Tax Return	4 hrs	Mon 7/16/12	Tue 7/17/12	255
257	DP-300-EXT, Gambling Winnings Tax Extension	4 hrs	Tue 7/17/12	Tue 7/17/12	256
258	DP-2848, Power of Attorney	4 hrs	Tue 7/17/12	Wed 7/18/12	257
259	Form Design Complete	4 hrs	Mon 7/16/12	Tue 7/17/12	255
260	Form Design & Batch Composition	38 days	Tue 7/17/12	Fri 9/7/12	
261	Testing Forms, Read rate, Tuning against samples	30 hrs	Tue 7/17/12	Mon 7/23/12	259
262	Phase 2 Form Templates	38 days	Tue 7/17/12	Fri 9/7/12	
263	AU-20, NH Affiliation Schedule	1 day	Tue 7/17/12	Wed 7/18/12	259
264	AU-22, Certificate Request Form	1 day	Wed 7/18/12	Thu 7/19/12	263
265	AU-201, Non-resident Wholesalers Cigarette Tax Report	1 day	Thu 7/19/12	Fri 7/20/12	264
266	AU-202, Resident Distributors Cigarette Tax Report	1 day	Fri 7/20/12	Mon 7/23/12	265
267	AU-207, Qualified Investment Company Election	1 day	Mon 7/23/12	Tue 7/24/12	266
268	AU-208, Qualified Investment Company Report	1 day	Tue 7/24/12	Wed 7/25/12	267
269	CD-3, P1-3, Meals & Rentals License Application	1 day	Wed 7/25/12	Thu 7/26/12	268
270	DP-2, Tobacco Tax Form	1 day	Thu 7/26/12	Fri 7/27/12	269
271	DP-4, Real Estate Transfer Return	1 day	Fri 7/27/12	Mon 7/30/12	270
272	DP-5, Excess Education Property Tax Pmt Voucher	1 day	Mon 7/30/12	Tue 7/31/12	271
273	DP-31, Tobacco License Application	1 day	Tue 7/31/12	Wed 8/1/12	272
274	DP-77, TIMS/Manual Tax Notice	1 day	Wed 8/1/12	Thu 8/2/12	273
275	DP-87A, Report of Change I&D	1 day	Thu 8/2/12	Fri 8/3/12	274
276	DP-87 PART Business Tax Partnership, Report of Change for IRS Adj	1 day	Fri 8/3/12	Mon 8/6/12	275
277	DP-87 FID, Business Tax Fidiuciary, Report of Change for IRS Adj	1 day	Mon 8/6/12	Tue 8/7/12	276
278	DP-87 PROP, Business Tax Property, Report of Change for IRS Adj	1 day	Tue 8/7/12	Wed 8/8/12	277
279	DP-87 CORP, Business Tax Corporation, Report of Change for IRS Adj	1 day	Wed 8/8/12	Thu 8/9/12	278
280	DP-87 WE, Business Tax Combined, Report of Change for IRS Adj	1 day	Thu 8/9/12	Fri 8/10/12	279
281	DP-87 ID, Interest & Dividend Tax, Report of Change for IRS Adj	1 day	Fri 8/10/12	Mon 8/13/12	280
282	DP-110-ES, Railroad Tax Estimates	1 day	Mon 8/13/12	Tue 8/14/12	281
283	DP-110-RETPYT, Railroad Tax Return	1 day	Tue 8/14/12	Wed 8/15/12	282
284	DP-111-ES, Private Car Tax Estimates	1 day	Wed 8/15/12	Thu 8/16/12	283
285	DP-111-RETPYT, Private Car Tax Return	1 day	Thu 8/16/12	Fri 8/17/12	284

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ID	Task Name	Duration	Start	Finish	Predecessors
286	DP-133, Electricity Consumption Tax Return	1 day	Fri 8/17/12	Mon 8/20/12	285
287	DP-134, Electricity Consumption Tax Extension	1 day	Mon 8/20/12	Tue 8/21/12	286
288	DP-151, Smokeless Tobacco Returns	1 day	Tue 8/21/12	Wed 8/22/12	287
289	DP-153, Medicaid Enhancement Tax Returns	1 day	Wed 8/22/12	Thu 8/23/12	288
290	DP-156, Nursing Facility Quarterly Tax Return	1 day	Thu 8/23/12	Fri 8/24/12	289
291	DP-156-ACH, NFOA Authorization Agreement Preauthorized paymer	1 day	Fri 8/24/12	Mon 8/27/12	290
292	DP-158, ICF MR Quality Assessment	1 day	Mon 8/27/12	Tue 8/28/12	291
293	DP-165, Research & Development Tax Credit Application	1 day	Tue 8/28/12	Wed 8/29/12	292
294	DP-175, Electronic Funds Transfer Payments Authorization	1 day	Wed 8/29/12	Thu 8/30/12	293
295	DP-200, Single Member Limited Liability Corporation	1 day	Thu 8/30/12	Fri 8/31/12	294
296	DP-255, Utility Property Tax Return	1 day	Fri 8/31/12	Mon 9/3/12	295
297	DP-255-ES, Utility Property Tax Estimate	1 day	Mon 9/3/12	Tue 9/4/12	296
298	DP-300, Gambling Winnings Tax Return	1 day	Tue 9/4/12	Wed 9/5/12	297
299	DP-300-EXT, Gambling Winnings Tax Extension	1 day	Wed 9/5/12	Thu 9/6/12	298
300	DP-2848, Power of Attorney	1 day	Thu 9/6/12	Fri 9/7/12	299
301	Form Development Complete	0 days	Tue 9/4/12	Tue 9/4/12	297
302	Customization/User Exit Development	60 days	Thu 6/21/12	Thu 9/13/12	
303	Unit Test User Exit and Business Rules per Form Files	30 days	Thu 6/21/12	Thu 8/2/12	217
304	Update configurations	30 days	Thu 8/2/12	Thu 9/13/12	303
305	Development Complete	0 days	Thu 9/13/12	Thu 9/13/12	304
306	System Testing	55.5 days	Thu 9/13/12	Thu 11/29/12	
307	Unit Testing	17.5 days	Thu 9/13/12	Mon 10/8/12	
308	Unit test Input/Output Processes	2.5 days	Thu 9/13/12	Mon 9/17/12	302
309	Review modular code	5 days	Mon 9/17/12	Mon 9/24/12	308
310	Test component modules to product specifications	2 days	Mon 9/24/12	Wed 9/26/12	309
311	Identify anomalies to product specifications	3 days	Wed 9/26/12	Mon 10/1/12	310
312	Modify code	3 days	Mon 10/1/12	Thu 10/4/12	311
313	Re-test modified code	2 days	Thu 10/4/12	Mon 10/8/12	312
314	Unit Testing complete	0 days	Mon 10/8/12	Mon 10/8/12	313
315	Integration Testing	8 days	Mon 10/8/12	Thu 10/18/12	
316	Obtain Test Data and Confirm Data Exchange/interface	2 days	Mon 10/8/12	Wed 10/10/12	314
317	Create Test Plan	2 days	Wed 10/10/12	Fri 10/12/12	316
318	Create High Level Test Cases	2 days	Fri 10/12/12	Tue 10/16/12	317
319	Create Manual Test Scripts	2 days	Tue 10/16/12	Thu 10/18/12	318
320	Conduct testing and automated scripts	5 days	Wed 10/10/12	Wed 10/17/12	316
321	Defect Management	5 days	Wed 10/10/12	Wed 10/17/12	320SS
322	Create test summary report	1 day	Wed 10/17/12	Thu 10/18/12	320

STATE OF NEW HAMPSHIRE
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CONTRACT 2011-015 PART 3
EXHIBIT I - WORK PLAN

Document Processing and Electronic Remittance Solution					
ID	Task Name	Duration	Start	Finish	Predecessors
323	Regression Testing to previous phase	4.52 days	Thu 10/18/12	Thu 10/25/12	315
324	System / Integration Testing Complete	0 days	Thu 10/18/12	Thu 10/18/12	307,315
325	UAT Testing	30 days	Thu 10/18/12	Thu 11/29/12	
326	UAT Testing Begins	30 days	Thu 10/18/12	Thu 11/29/12	324
327	Defect Management	30 days	Thu 10/18/12	Thu 11/29/12	326SS
328	UAT Testing Complete	0 days	Thu 11/29/12	Thu 11/29/12	327
329	Testing Complete / Ready for Production	0 days	Thu 11/29/12	Thu 11/29/12	328
330	Production/Final System Acceptance	13 days	Thu 11/29/12	Tue 12/18/12	
331	Deployment Plan Document	1 day	Thu 11/29/12	Fri 11/30/12	306
332	Deployment & Acceptance Sign-Off	1 day	Fri 11/30/12	Mon 12/3/12	331
333	Ready: Migrate into Production	3 days	Mon 12/3/12	Thu 12/6/12	332
334	Phase II Sign-off	0 days	Thu 12/6/12	Thu 12/6/12	333
335	Close out Activities	3 days	Thu 12/6/12	Tue 12/11/12	334
336	Production error resolution	5 days	Tue 12/11/12	Tue 12/18/12	335
337	Post Implementation Review	1.5 days	Tue 12/18/12	Thu 12/20/12	
338	Document lessons learned	0.5 days	Tue 12/18/12	Wed 12/19/12	330
339	Distribute to team members	0.5 days	Wed 12/19/12	Wed 12/19/12	338
340	Create software maintenance team	0.5 days	Wed 12/19/12	Thu 12/20/12	339
341	Post implementation review complete	0 days	Thu 12/20/12	Thu 12/20/12	340
342	Payment Milestone 5	0 days	Thu 12/20/12	Thu 12/20/12	340
343	Support Transition	11 days	Thu 12/20/12	Fri 1/4/13	
344	Complete Checklist	5 days	Thu 12/20/12	Thu 12/27/12	342
345	Schedule Customer Transition Meeting	1 day	Thu 12/27/12	Fri 12/28/12	344
346	Post Implementation Review	5 days	Fri 12/28/12	Fri 1/4/13	345
347	Warranty Period	330 days	Mon 2/13/12	Fri 5/17/13	
348	Payment Milestone 6 - 15% Holdback	0 days	Fri 5/17/13	Fri 5/17/13	

EXHIBIT J

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
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 Imaging, Inc. hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the COTS 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 COTS 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 Imaging, Inc. 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 the Vendor 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 Imaging, Inc. 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 Imaging Inc.

5. VIRUSES

FairFax Imaging, Inc. shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, FairFax Imaging, Inc. will use reasonable efforts to test the Software for viruses. FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. may audit the State's use of the programs at FairFax Imaging, Inc. sole expense. The State agrees to cooperate with FairFax Imaging, Inc. audit and provide reasonable assistance and access to information. The State agrees that FairFax Imaging, Inc. shall not be responsible for any of the State's reasonable costs Incurred in cooperating with the audit. Notwithstanding the foregoing, FairFax Imaging, Inc. audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

FairFax Imaging, Inc. 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 Imaging, Inc. shall defend and indemnify the State against the claim provided that the State:

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

8. SOFTWARE ESCROW

8.1 FairFax Imaging, Inc. 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 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
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CONTRACT 2011-015 PART 3
EXHIBIT J -SOFTWARE LICENSE

- 8.2 FairFax Imaging, Inc. 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 Imaging, Inc. has made an assignment for the benefit of creditors;
 - (b) FairFax Imaging, Inc. 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 Imaging, Inc. assets;
 - (d) FairFax Imaging, Inc. 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 Imaging, Inc. defaults under the Contract; or
 - (f) FairFax Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. 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 Imaging, Inc. 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.

EXHIBIT K

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT K- WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2 Software and Hardware

FairFax Imaging, Inc. warrants that the Software and Hardware, 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 Imaging, Inc. entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if FairFax Imaging, Inc. cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to FairFax Imaging, Inc. 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 Imaging, Inc. cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to FairFax Imaging, Inc. for the deficient services.

1.3 Non-Infringement

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

1.6 Services

FairFax Imaging, Inc. 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.

STATE OF NEW HAMPSHIRE
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EXHIBIT K- WARRANTY AND WARRANTY SERVICES

1.7 Personnel

FairFax Imaging, Inc. 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.

2. WARRANTY SERVICES

FairFax Imaging, Inc. 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 to the State's reasonable satisfaction.

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 Imaging, Inc. shall have available to the State on-call telephone assistance, with issue tracking available to the State, nine (9) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within twenty-four (24) hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, FairFax Imaging, Inc. 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.
- g. FairFax Imaging, Inc. must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by FairFax Imaging, Inc. no later than five (5) business days, unless specifically extended in writing by the State and at no additional cost to the State.

In the event FairFax Imaging, Inc. fails to correct a Deficiency within the allotted period of time Stated above, the Vendor Shall be deemed to have committed an Event of Default, pursuant G-4.7.1.1, and the State Shall have the right, at its option, to pursue the remedies in G-4.7.1.2, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
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EXHIBIT K- WARRANTY AND WARRANTY SERVICES

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare FairFax Imaging, Inc. 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 commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for one year and three months (15 months).

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, FairFax Imaging, Inc. shall correct the Deficiency, and a new thirty (30) day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 90 consecutive calendar days.

EXHIBIT L

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT L - TRAINING SERVICES

FairFax Imaging, Inc. shall provide the following Training Services.

A. TRAINING

All courses are to be offered on-site in New Hampshire and shall be available for up to 20 students; DRA's UAT/Training room accommodates eight students at a time. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State's employees will need to succeed in their job role with FairFax Imaging Inc. From in-class demonstrations led by experienced FairFax Imaging, Inc. instructors, to realistic hands-on labs, Instructor-Led in Class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

a. FairFax Imaging Inc. and the State agree to an end user training approach to meet training objectives, including:

- 1) Developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) Leveraging statewide access to computers and the Web by accessing on-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	FairFax Imaging Inc. Team	State of NH
Develop Training Plan	Lead the development and implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and documentation to Include: FairFax Imaging Inc. providing baseline documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.

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EXHIBIT L - TRAINING SERVICES

User Training Approach	Role and Responsibility	
	FairFax Imaging Inc. Team	State of NH
	FairFax Imaging Inc. and the State will together Conduct Train-the-Trainers for the State's Central Support Group through implementation. FairFax Imaging Inc. will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness		

c. Key User Training Approach Activities

1) Identify State End Users

The FairFax Imaging Inc. Team shall lead the State in identifying and categorizing its end users:

User Category 1—Operator Training: Operators are those employees who frequently use the system. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes. Training should include both high-level system features, such as logging in, system initiation, and logging off, and also day to day operation, such as data balancing, key correction, and other relevant information necessary for the proper operation of the system.

User Category 2—Supervisor: Supervisor training to Include operator-level training, high-level system overview, and training of the supervisory tools available, including status and reporting tools.

User Category 3—System Administrators: Administrator training to Include system start up and shut down, system recovery, system status, and routine daily maintenance requirements.

User Category 4-System Support: System support training to Include review system enhancements and modifications, Including potential and current modifications and enhancements to the system and the rationale for which these enhancements are brought into the system. System support training should cover operational aspects of the scanning equipment, Including third party maintenance, use of systems software and any application software developed for, or provided under, this contract.

User Category 5- Management Overview: Management overview training should provide an extensive overview of systems, transactions and the functionality of the entire system.

User Category 6-Train the Trainer: Please provide Train the Trainer approach in both operational and technical support training for as many NH DRA personnel required.

STATE OF NEW HAMPSHIRE
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CONTRACT 2011-015 PART 3
EXHIBIT L -TRAINING SERVICES

2) Develop Training Plan: The FairFax Imaging Inc. Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

- 3) Develop Training Curriculum:** FairFax Imaging, Inc. shall develop a recommended training curriculum for the State of New Hampshire End Users.
- 4) Produce Training Materials and End-User Documentation:** The FairFax Imaging, Inc. team shall lead the efforts to produce the training materials and end-user documentation.

EXHIBIT M

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT M- DRA RFP 2011-015 (WITH ADDENDA) INCORPORATED

NH DEPARTMENT OF REVENUE ADMINISTRATION RFP 2011-015, with all associated addenda, are included by reference as binding Deliverables to this Contract.

EXHIBIT N

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT N -CONTRACTOR PROPOSAL BY REFERENCE

FairFax Imaging Inc. proposal dated May 4, 2011 to the Department of Revenue Administration is incorporated herein by reference.

EXHIBIT O

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
DOCUMENT PROCESSING AND REMITTANCE
CONTRACT 2011-015 PART 3
EXHIBIT O -CERTIFICATES AND ATTACHMENTS

Attached are:

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

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., a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on May 16, 2011. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of September, A.D. 2011

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE OF AUTHORIZATION

August 26, 2011

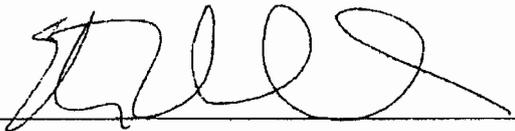
I hereby certify that a meeting of the Board of Directors of **Fairfax Imaging, Inc.** duly called and held at Tampa, Florida on the 12th day of July 2011.

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

I further certify that **Steve Chahal** is duly qualified and acting President of the Corporation and that said vote has not been repealed, rescinded or amended

A true copy of the record,

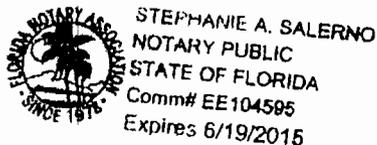
ATTEST:



(CORPORATE SEAL)

On this 1st day of September 20 11, before me, the undersigned Notary Public, personally appeared Steve 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 s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Stephanie A. Salerno
Notary Public
My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2011

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

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

PRODUCER Comegys Insurance Corner Florida Contractor Insurance One Beach Drive S. E. Ste. 230 Saint Petersburg FL 33701		CONTACT NAME: AnnaMaria Ferretti PHONE (A/C, No, Ext): (727) 521-2100 FAX (A/C, No): (727) 528-0626 E-MAIL ADDRESS: annamariaf@comegys.com PRODUCER CUSTOMER ID #: 00040466															
INSURED Fairfax Imaging, Inc. 5215 W Laurel St #110 Tampa FL 33607		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers</td> <td></td> </tr> <tr> <td>INSURER B: St. Paul Fire & Marine Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers		INSURER B: St. Paul Fire & Marine Ins. Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 11/12 GL/Auto/WC/Umb/Prof REVISION NUMBER:

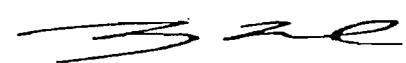
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TT05805428	8/29/2011	8/29/2012	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
GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		TT05805428	8/29/2011	8/29/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					HIRED COLLISION \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					HIRED COMP \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		TT05805428	8/29/2011	8/29/2012	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		HFUB5389R63210	8/29/2011	8/29/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	Professional Liability		TT05805428	8/29/2011	8/29/2012	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Each Occurrence/Aggregate \$3,000,000
						Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The State of New Hampshire, Department of Revenue Administration shall be listed as an additional insured with respect to general liability.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Revenue Administration Commissioner Kevin Clougherty 109 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Billy Martin/ANNAMA 
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