MAY22'19 PM 2:41 DAS

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

Denis Goulet
Commissioner

May 10, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) on behalf of the Department of Environmental Service (DES) and the Department of Safety (DOS) to amend a **sole source** contract with Avalara Inc. (VC# 260569) (PO #1039110) of Bainbridge Island, WA 98110, by increasing the contract amount by $12,000.00, from $3,354,493.00 to a total contract amount of $3,366,493.00 for an Account Management modification to the Automated Fuel Toll System (AFTS), which was requested by DES. Effective upon Governor and Council approval through June 30, 2023.

The original contract was approved on July 16, 2008 as Item #84; amended on June 22, 2011 as Item #339; then amended on June 19, 2013 as Item #23; amended again on September 3, 2014 as Item #37; amended on March 9, 2016 as Item #53; and amended most recently on April 11, 2018 as Item #35.

Funding source: 100% Oil Funds. Funds are available in the following account for SFY 2019.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	**FY 19**
03-44-44-444010-14210000 – Dept. of Environmental Services – Oil Fund Board 102-500731 Contracts for Program Services	$12,000.00

EXPLANATION

This is a **sole source** contract amendment as Avalara, Inc. provides proprietary systems for which they maintain exclusive support and maintenance rights. This request is for approval of an amendment to an agreement between Department of Information Technology, the New Hampshire Department of Environmental Services (DES) and the New Hampshire Department of Safety's Road Toll Bureau, and Avalara, Inc. of Bainbridge Island, WA. This amendment will provide for an accounting change to the Automated Fuel Toll System requested by Department of Environmental Services (DES) to change the way the funds are allocated to NHFIRST accounts for designated funds that are associated with line items on the Oil Discharge and Pollutions Control Report.

When Road Toll and Field Audit Bureaus' AFTS was initially implemented in 2009 the licensing and implementation cost was just over one million dollars, replacing the software at this time would not be cost effective. In addition, the current motor fuel tax payers are familiar with this system and have adapted their internal motor fuel reporting processes to work with the current Road toll reporting system. A change in software vendor may result in modifications to their respective internal motor fuel tax reporting systems which may result in taxpayer frustrations and complaints.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Kenneth Dunn FOR

Denis Goulet
Commissioner of Information
Technology

for Robert R. Scott
Commissioner of Environmental
Services

Robert Quinn

Robert L. Quinn
Commissioner of Safety

DG/ik
DoIT #2007-060F

cc: Pam McGovern, DOS
Chris Simmers, DES

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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Denis Goulet
Commissioner

April 4, 2019

Richard C. Bailey, Jr.
Assistant Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Assistant Commissioner Bailey:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Avalara, Inc., Bainbridge Island, WA, for maintenance and support of the DOS Road Toll system, as described below and referenced as DoIT No. 2007-060F.

> The purpose of this amendment is the result of an accounting change to the Automated Fuel Toll System requested by Department of Environmental Services (DES) to change the way the funds are allocated to NHFIRST accounts for designated funds that are associated with line items on the Oil Discharge and Pollutions Control Report. For this change the Department will have the flexibility to change the fund allocation as needed to meet DES requirements.
>
> This amendment increases the contract amount by $12,000 from $3,354,493 to $3,366,493 effective upon the date of Governor and Executive Council approval through June 30, 2023.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf/ck
DOIT 2007-060F

cc: Pam McGovern, DOS IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 F

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2007-060, on July 16, 2008, Item # 84, which was amended on June 22, 2011, Item #339; amended on June 19, 2013, Item #23; amended on September 3, 2014, Item #37; amended on March 9, 2016, Item #53; and as amended on April 11, 2018, Item #35 (as amended, the "Agreement"), Avalara, Inc. (Vendor Number 260259), hereafter referred to as "Vendor") agree to supply certain services upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Information Technology, (hereafter referred to as the "Department") acting for the benefit of a state agency ("Agency"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the Contract price by $12,000.00, bringing the total contract price to $3,366,493.00.

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

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

The Statement of Work Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $12,000.00 from $3,354,493.00 to $3,366,493.00.

Exhibit A of the Agreement is hereby amended as follows:

1. The activities, deliverables and milestones contained in Section 2 of Exhibit A: Deliverables, Milestones, and Activities Schedule, 2.1; Implementation Schedule by adding Table 2.8 as follows:

Table 2.8 Account Management

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Project Delivery Date
	Account Management		
1	Site Setting Addition a. Add site setting that allows New Hampshire to determine the percentage of funds to allocate to the Oil Pollution Control Fund (NHFIRST Account 401675). b. The setting will contain a description that allows a value greater than zero and less than 100. c. The site setting will be used to allocate the specified percentage to the Oil Pollution Control Fund (NHFIRST Account 401675). The difference between the specified value and 100% will be allocated to the Oil Discharge & Disposal Cleanup Fund (NHFIRST Account 402315). d. An invalid site setting value will prevent the new fund allocation method from being used in the return calculation, resulting in a fund allocation that matches	Software	10/1/2019

	the existing allocation.		
2	1. Tax Return Calculation Changes a. Modify the tax return calculation to change the fund allocation when the new site setting 'NH – Oil Pollution Control Allocation Percent' has a value that is greater than zero and less than 100. b. The tax return calculation should remain unchanged when calculating a return where the site setting is not defined or has a value outside the specified range. c. Calculate tax, penalty and interest associated with lines 11, 15, 19, 24 to use the site setting value and correctly allocate to the Oil Pollution Control Fund (NHFIRST Account 401675) and the Oil Discharge & Disposal Cleanup Fund (NHFIRST Account 402315). d. Existing calculations that allocate fees, penalty and interest associated with line 23 to the Used Oil Collection Fee (NHFIRST Account 405389) fund will remain unchanged. e. A tax session history log message will be added to indicate the fund allocation used for any future troubleshooting purposes.	Software	10/1/2019

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1 of Exhibit B: Deliverable Payment Schedule of the Agreement is hereby amended to by deleting paragraph 1.1c Firm Fixed Price in its entirety and adding the following:

1.1f Fixed Firm Price
This is a Firm Fixed price (FFP) Contract totaling $3,366,493 for the period between the Effective Date through June 30, 2023. Avalara shall be responsible for performing its obligations in accordance with the contact. The contract shall allow Avalara to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Changes in payment amounts will be based on new amounts arrived at by adding Table 1.6e below.

Table 1.6e Account Management

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Deliverable Date	Payment Amount
1	Install, Test and Implement Account Management As detailed in Table 2.8 above	Software	10/1/2019	$12,000.00
	Total			$12,000.00

2. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the acceptance date triggering such payment; and any other Project costs. Upon Acceptance of a Deliverable and a properly documented and undisputed invoice, the State shall pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices shall not be backdated and shall be promptly dispatched.

Implementation Fee:

Upon Completion and User Acceptance testing.

Invoice shall be sent to:

State of New Hampshire
Department of Safety-Business Office
33 Hazen Drive
Concord, NH 03261

Table 2 Contract 2007-060 – DOS Automated Fuel Toll System

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2007-060	Base Contract	June 30, 2013	$1,613,693
2007-060 Amendment a	Modification	June 30, 2013	$79,600
2007-060 Amendment b	Extension	June 30, 2018	$728,500
2007-060 Amendment c	Modification	June 30, 2018	$75,400
2007-060 Amendment d	Modification	June 30, 2018	$45,000
2007-060 Amendment e	Extension	June 30, 2023	$812,300
2007-060 Amendment f	Modification	June 30, 2023	$12,000
	CONTRACT TOTAL	June 30, 2023	$3,366,493

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 F

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

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

Bill Ingram, CFO

Date: 5-7-19

Corporate Signature Notarized:

STATE OF Washington

COUNTY OF King

On this the 7th day of May, 2019 before me, Henry H. Frantz, the undersigned Officer Bill Ingram, personally appeared and acknowledged ~~her~~/himself to be the CFO, of Avalara, Inc, a corporation, and that ~~she~~/he, as such CFO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~her~~/himself as CFO.

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

Notary Public/~~Justice of the Peace~~

My Commission Expires: 10/24/2021

(SEAL)

HENRY H. FRANTZ
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires October 24, 2021

State of New Hampshire

Kenneth Dunn For

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

Date: 5/10/19

Robert L. Quinn, Commissioner of Safety
State of New Hampshire
Department of Safety

Date: 5/9/19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 F

Date: 5/9/19

Robert R. Scott
State of New Hampshire
Department of Environmental Services

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

Date: 5/21/2019

State of New Hampshire, Department of Justice
Sr. Asst. Atty General

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 AVALARA, INC. is a Washington Profit Corporation registered to transact business in New Hampshire on June 15, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **652284**
Certificate Number: **0004510808**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May A.D. 2019.

Wm Gardner

William M. Gardner
Secretary of State

AVALARA, INC.

SECRETARY'S CERTIFICATE

The undersigned, Alesia Pinney, hereby certifies as follows:

1. I am the duly elected Secretary of Avalara, Inc., a corporation duly organized and existing under the laws of the State of Washington (the "**Company**").

2. I maintain, have custody, and am familiar with the minute books of the Company.

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

4. William Ingram was duly appointed by the Board of Directors of the Company to the office of Chief Financial Officer and Treasurer of the Company, by resolution adopted on December 15, 2015, and he continues to hold such office as of the date hereof.

5. Mr. Ingram, in his capacity as an officer of the Company, is authorized and empowered to execute and deliver agreements, documents, and other instruments for and on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed as of this 7th day of May 2019.

Alesia Pinney

Alesia Pinney
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of May 2019, before me, Henry H. Frantz, personally appeared Alesia L. Pinney, who acknowledged herself to be the Secretary of Avalara, Inc, a corporation, and that she, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Secretary.

HENRY H. FRANTZ
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires October 24, 2021

Printed Name: Henry H. Frantz

Notary Public in and for the State of Washington.
My commission expires 10/24/2021

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2019

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

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

PRODUCER 1-303-534-4567
IMA, Inc. - Colorado Division

1705 17th Street
Suite 100
Denver, CO 80202

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: DenAccountTochs@imacorp.com

INSURED
Avalara, Inc.

255 S. King St., Ste. 1800

Seattle, WA 98104

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: VALLEY FORGE INS CO(CNA Ins)	20508
INSURER B: CONTINENTAL INS CO(CNA Ins)	35289
INSURER C: CONTINENTAL INS CO(CNA Ins)	35289
INSURER D: INDIAN HARBOR INS CO (XL Insurance)	36940
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 56172705 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			6056600838	12/31/18	12/31/19	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	☐						MED EXP (Any one person)	$ 15,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY			6056600824	12/31/18	12/31/19	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
C	☒ UMBRELLA LIAB ☒ OCCUR			6056600886	12/31/18	12/31/19	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED ☒ RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6056600855	12/31/18	12/31/19	☒ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Technology E&O/			MTP903150804	12/31/18	12/31/19	Aggregate	$10,000,000
	Professional Liability						Limit	$10,000,000
	Claims Made			Retro Date: 08/01/14			Deductible	$100,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Safety-Business Office

33 Hazen Drive

Concord, NH 03261
USA

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

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ACORD 25 (2016/03)

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dmfernandes
56172705

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

Denis Goulet
Commissioner

March 8, 2018

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) on behalf of the Department of Safety (DOS) and the Department of Environmental Services (DES), to enter into a **sole source** contract amendment with Avalara Inc. (Vendor 260569) (PO #1039110)of Bainbridge Island, WA 98110, by increasing the contract amount by $812,300, from $2,542,193 to $3,354,493 for maintenance and support for the Road Toll and Field Audit Bureaus' Automated Fuel Toll System (AFTS), effective upon Governor and Executive Council approval through June 30, 2023. The original contract was approved on July 16, 2008, Item #84 and subsequently amended on June 22, 2011 Item #339, June 19, 2013 Item #23, September 3, 2014 Item #37 and March 9, 2016, Item #53.

100% Other (Agency Class 27) funds: Agency Class 027 used by the Department of Safety to reimburse DoIT is 100% Highway funds, Agency Class 027 used by the Department of Environmental Services to reimburse DoIT is 100% Oil funds. Funds are available in the following accounts for SFY 2019, and are anticipated to be available in SFY 2020, SFY 2021, SFY 2022, and SFY 2023, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	TOTAL
01-03-03-030010-76230000– DoIT-IT for DOS 038-509038 Agency Application Software Job Number - 03230071	$102,000	$105,060	$108,212	$111,459	$114,803	$541,534
01-03-03-030010-76440000– DoIT-IT for DES 038-509038 Agency Application Software Job Number - 03440089	$51,000	$52,530	$54,106	$55,729	$57,401	$270,766

Total:	$153,000	$157,590	$162,318	$167,188	$172,204	$812,300

EXPLANATION

This is a sole source contract amendment as Avalara, Inc. provides proprietary systems for which they maintain exclusive support and maintenance rights. When the Road Toll and Field Audit Bureaus' Automated Fuel Toll System was initially implemented in FY 2009 the licensing and implementation cost was just over one million dollars, replacing the software at this time would not be cost effective. In addition, the current motor fuel tax payers are familiar with this system and have adapted their internal motor fuel reporting processes to work with the current Road Toll reporting system. A change in software vendor may result in modifications to their respective internal motor fuel tax reporting systems which may result in taxpayer frustrations and complaints.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet

DG/ik
Contract #2007-060E
RID # 32703

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

Denis Goulet
Commissioner

March 6, 2018

John J. Barthelmes
Commissioner
NH Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Avalara, Inc., Bainbridge Island, WA, for maintenance and support of the DOS Road Toll system, as described below and referenced as DoIT No. 2007-060E.

> The purpose of this agreement is to extend the agreement with Avalara for an additional five (5) years to continue to provide maintenance and support for the Road Toll and Field Audit Bureaus' Automated Fuel Toll System (AFTS). This amendment increases the contract amount by $812,300, from $2,542,193 to $3,354,493, effective upon the date of Governor and Executive Council approval through June 30, 2023.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DOIT 2007-060E

cc: Scott Hopkins, DOS IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 E

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2007-060, on July 16, 2008, Item # 84, and amended on June 22, 2011 Item #339 and amended on June 19, 2013, Item #23 and amended on September 3, 2014, Item #37, and amended on March 9, 2016, Item #53 (as amended, the "Agreement"), Avalara, Inc. (Vendor Number 260259), hereafter referred to as "Vendor") agree to supply certain services upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Information Technology, (hereafter referred to as the "Department") acting for the benefit of a state agency ("Agency"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the end date of the contract to June 30, 2023.

WHEREAS, the Department wishes to increase the Contract price by $812,300 to bring the total contract price to $3,354,493.

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

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

The Statement of Work Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the agreement by extending the end date of the contract to June 30, 2023.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $812,300 from $2,542,193 to $ 3,354,493.

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1 of Exhibit B: Deliverable Payment Schedule of the Agreement is hereby amended by replacing paragraph 1.1c: Firm Fixed Price with the paragraph 1.1e: Firm Fixed Price as detailed below:

   1.1e Firm Fixed Price
   This is a Firm Fixed Price (FFP) Contract totaling $3,354,493 for the period between the Effective Date through June 30, 2023. Avalara shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow Avalara to invoice the State for the following Activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Payment amounts will be based on new amounts by adding Table 4e: Maintenance Totals for Amendment E.

4e: Maintenance Totals for Amendment E is hereby added to the agreement.

Software or Service Description	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	Total:
Maintenance	$153,000	$157,590	$162,318	$167,188	$172,204	$812,300

Support and maintenance is provided for all components of Avalara Government available to New Hampshire usage. The following components are included:

- Tax Filing
- eFiling
- Account Interfaces
- Reporting
- Cross-matching
- Account Management
- Account Registration
- New Hampshire Custom Reports
- Schedule Query Wizard
- Tax Session Reporting
- Express Query Views
- Communication Messaging
- Workflow
- Dashboard
- Maintenance
- Archiving

The following component is currently not available for New Hampshire Usage:

- Audit Management

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the acceptance date triggering such payment; and any other Project costs. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State shall pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices shall not be backdated and shall be promptly dispatched.

Software Maintenance Fees:
100% upon start of each maintenance period.

Invoice shall be sent to:

State of New Hampshire
Department of Safety-Business Office
33 Hazen Drive
Concord, NH 03261

Table 2 Contract 2007-060 – DOS Automated Fuel Toll System

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2007-060	Base Contract	June 30, 2013	$1,613,693
2007-060 Amendment a	Modification	June 30, 2013	$79,600
2007-060 Amendment b	Extension	June 30, 2018	$728,500
2007-060 Amendment c	Modification	June 30, 2018	$75,400
2007-060 Amendment d	Modification	June 30, 2018	$45,000
2007-060 Amendment e	Extension	June 30, 2023	$812,300
	CONTRACT TOTAL	June 30, 2023	$3,354,493

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 E

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

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

Alesia Pinney, EVP & General Counsel

Date: 2/23/2018

Corporate Signature Notarized:

STATE OF Washington

COUNTY OF King

On this the 23rd day of February, 2018, before me, [redacted] Henry H. Frantz, the undersigned Officer Alesia Pinney, personally appeared and acknowledged her/~~him~~self to be the EVP & General Counsel, of Avalara, Inc., a corporation, and that she/~~he~~, as such EVP & General Counsel being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/~~him~~self as EVP & General Counsel.

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

Notary Public/~~Justice of the Peace~~

My Commission Expires: 10/24/2021

(SEAL)

HENRY H. FRANTZ
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires October 24, 2021

State of New Hampshire

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

Date: 3/15/2018

John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety

Date: 3/2/18

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 E

Date: 3/13/18

Robert R. Scott
State of New Hampshire
Department of Environmental Services

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

Date: 3/20/18

State of New Hampshire, Department of Justice

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

Denis Goulet
Commissioner

January 26, 2016

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

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Department of Information Technology (DoIT) to enter into an existing **sole source** contract amendment (PO #1039110) with Avalara Inc. (Vendor 260569) of Bainbridge Island, WA 98110, on behalf of the Department of Safety (DOS), by increasing the contract amount by $45,000, from $2,497,193 to $2,542,193 for the addition of software changes to the Account Management module to the DOS Road toll system, effective upon Governor and Executive Council approval. The original contract was approved on July 16, 2008, Item #84 and subsequently amended on June 22, 2011 Item #339, June 19, 2013 Item #23, and September 30, 2014 Item #37. Current contract end date is June 30, 2018.

Funds are available in the following account for State Fiscal Year (SFY) 2016. This contract is funded with 100% **Highway Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	Activity Code	AMOUNT
2016	02-23-23-232015-31100000 – Road Toll Administration 020-500206 – E-Gov Processing Fees	N/A	$ 45,000
		TOTAL	$ 45,000

EXPLANATION

This is a request for approval of a contract amendment between the Department of Information Technology, on behalf of the New Hampshire Department of Safety's Road Toll Bureau, and Avalara, Inc., of Bainbridge Island, WA. This amendment is **sole source** because the purpose is to increase the functionality of an existing proprietary system currently under contract through State Fiscal Year 2018. As a result of legislation passed by the State of New Hampshire, the Department of Safety is required to change the way it accounts for fuel toll "cost of collection." When the 2016/2017 budget was passed and became law, it required the Department to account for the cost of collecting road tolls prior to depositing collections into the Highway Fund. In order to make this possible, the vendor must add functionality to the Automated Fuel Toll System (AFTS) interface with Lawson NHFirst and several AFTS reports in the Account Management Module.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet
Commissioner
Department of Information Technology

John J. Barthelmes
Commissioner
Department of Safety

DG/mh
Contract #2007-060D

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

Denis Goulet
Commissioner

February 3, 2016

John J. Barthelmes
Commissioner
NH Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Avalara, Inc., Bainbridge Island, WA, for the provision of software changes to the DOS Road Toll system, as described below and referenced as DoIT No. 2007-060D.

The purpose of this agreement is to add functionality to an existing proprietary system. The vendor needs to make some programming changes to accommodate the new allocation methods used by the State of New Hampshire. The amendment is funding for $45,000, increasing the total funding amount from $2,497,193 to $2,542,193, is effective upon the date of Governor and Executive Council approval.

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

Sincerely,

Denis Goulet

DG/mh
DOIT 2007-060D

cc: David Perry, DoIT Contracts Manager
Bart Bronson

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 D

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, as a result of RFP #2007-060, on July 16, 2008, Item # 84, and amended on June 22, 2011 Item #339 and amended on June 19, 2013, Item #23 and amended on September 3, 2014, Item # 37 (as amended, the "Agreement"), Avalara, Inc. (Vendor Number 260259) (as assignee from Zytax, Inc., hereafter referred to as "Vendor") agrees to supply certain services upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Information Technology (hereafter referred to as the "Department") acting for the benefit of a state agency ("Agency"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department of Safety, Department of Environmental Service and the Department of Information Technology conditionally consented to the Avalara, Inc. (as assignee from Zytax, Inc.) assignment of the AFTS PO#1011016 and all amendments to the Contract to Avalara, Inc., 100 Ravine Lane, NE, Suite 220, Bainbridge Island, WA 98110.

WHEREAS, the Department wishes to implement a road toll on alternative fuels which requires adding a new alternative fuels dealer license and return to the AFTS due to Chapter 17 of the Session Laws of 2014.

WHEREAS, the Department wishes to increase the Contract price by $45,000 to bring the total contract price to $2,542,193.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by 45,000 from 2,497,193 to 2,542,193

Exhibit A: Contract Deliverables of the Agreement is hereby amended as described below:

1. Amend Section 2: Deliverables, Milestones, and Activities Schedule, 2.1: Implementation Schedule by adding Table 2.7 as follows

Table 2.7 Account Management

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	Account Management		
1	Tax Report Changes	Software	06/01/2016
2	Modify Process Accounting Transactions	Software	06/01/2016
3	Modify Interface to NH First	Software	06/01/2016

4	Modify Transaction Manual Entry	Software	06/01/2016
5	Modify Reports to support accounting field changes	Software	06/01/2016
6	Modify Account Activity Screen	Software	06/01/2016
7	Detailed list of changes to returns, interface, transaction manual entry, reports and account activity screen. This list will serve as a checklist that can be used by New Hampshire to validate the changes associated with the accounting updates.	Report	03/15/2016

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1 of Exhibit B: Deliverable Payment Schedule of the Agreement is hereby amended to by deleting paragraph 1.1c Firm Fixed Price in its entirety and adding the following:

1.1c Firm Fixed Price
This is a Firm Fixed Price (FFP) Contract totaling $2,542,193 for the period between the Effective Date through June 30 2018. Avalara shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow Avalara to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Changes in payment amounts will be based on new amounts arrived at by adding Table 1.6d below.

Table 1.6d Account Management

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Deliverable Date	Payment Amount
1	Install, Test and Implement Account Management as detailed in Table 2.7 above	Software	06/01/2016	$45,000
	Total			$45,000

Initial all pages
Vendor Initials

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 D

Contract 2007-060 – DOS Fuel Toll

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2007-060	Base Contract	June 30, 2013	$1,613,693
2007-060 Amendment a	Modification	June 30, 2013	$79,600
2007-060 Amendment b	Extension	June 30, 2018	$728,500
2007-060 Amendment c	Modification	June 30, 2018	$75,400
2007-060 Amendment d	Modification	June 30,2018	$45,000
	CONTRACT TOTAL	June 30, 2018	$2,542,193

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 D

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

Avalara, Inc.

Date: 1-20-16

Bill Ingram, CFO

STATE OF Washington
COUNTY OF King

This instrument was acknowledged before me on January 20, 2016 by
Bill Ingram

as the duly authorized CFO of Avalara, Inc.

Notary Public/Justice of the Peace

My Commission Expires: 7-3-18

NATHAN WILLIAM GARNETT
Notary Public
State of Washington
My Commission Expires
July 03, 2018

(SEAL)

State of New Hampshire

Date: 1/26/2016

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

Date: 1/29/16

John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety

Date: 1/24/2016

Thomas S. Burack, Commissioner
State of New Hampshire
Department Environmental Services

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

Date: 2/16/16
State of New Hampshire, Department of Justice

Initial all pages
Vendor Initials WI

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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

Steven J. Kelleher
Acting Commissioner

August 20 2014

Sole Source

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

REQUESTED ACTION

Authorize the New Hampshire Department of Information Technology (DoIT) to enter into a **Sole Source** contract amendment to an Agreement (PO # 1039110) with Avalara, Inc ("Avalara" Vendor Number 260259) of Bainbridge Island, WA 98110, on behalf of the Department of Safety (DOS), by increasing the contract amount by $75,400, from $2,421,793 to $2,497,193 for the addition of an alternative fuels road toll module to the DOS Road Toll system, effective upon Governor and Executive Council approval. The original contract was approved on July 16, 2008, Item # 84 and amended on June 22, 2011, Item #339 and also amended on June 19, 2013, Item #23. Current contract end date is June 30, 2018.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the State fiscal years if needed and justified. Funding is anticipated to be available in the following Department of Information Technology accounts upon legislative approval of the biennial budgets for FY 2016, through 2018 as follows. **100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Safety to reimburse DoIT for this work is 100% Highway Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT
2015	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$57,400
2016	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$6,000
2017	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$6,000
2018	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$6,000
		TOTALS	$75,400

EXPLANATION

This request is for approval of an amendment to an agreement between Department of Information Technology, on behalf of both the New Hampshire Department of Safety's Road Toll and Field Audit Bureaus and Avalara, Inc. of Bainbridge Island, WA. This Amendment is Sole Source because the purpose is to add functionality to an existing proprietary system currently under contract to the Department of Safety through SFY 18. As a result of legislation passed by the State of New Hampshire, a road toll will be imposed on the following alternative fuels: compressed natural gas, liquefied natural gas, and liquefied propane gas. A new license type and report are needed to administer this new type of road toll. The purpose of this agreement amendment is to add an alternative fuels module to the Department's Road Toll System.

The Department of Safety's (DOS) Road Toll and Field Audit Bureaus are responsible for collecting the Motor Vehicle Road Toll and the Oil Discharge and Pollution Control fees. This software fully supports the essential functions of electronic remittance and returns processing. DOS collects and audits ODPC fees for the Department of Environmental Services.

The original contract is the result of a competitive request for proposals (RFP 2007-060) released in February 2007. Contract award was delayed because a Legislative Study Committee was created to evaluate the merits of transferring the authority for collecting road tolls from DOS to the Department of Revenue Administration. Upon the resolution to keep the responsibility with DOS, the contract was awarded in July 2008. This system accommodates the electronic filing of all returns, including supporting schedules, as well as providing for electronic payment of taxes and fees due. In addition, this new system interfaces with the State's new Enterprise Resource program (New Hampshire First) which provides the billing and receivable functionality.

100% Other (Agency Class 027) funds: agency Class 027 used by the Department of Safety to reimburse DoIT for this work is 100% Highway Funds.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Steven J. Kelleher
Acting Commissioner
Department of Information Technology

John J. Barthelmes
Commissioner
Department of Safety

SJK/dcp
RID #16097
Contract #2007-060C

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

Steven J. Kelleher
Acting Commissioner

August 18, 2014

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Avalara, Inc. (Avalara) of Bainbridge Island, WA, as described below and referenced as DoIT No. 2007-060C.

The purpose of this contract amendment is to add an alternative fuels module to the Department's Road Toll system. The need for this module was generated by legislation passed by the State of New Hampshire imposing a fee on Compressed Natural gas, liquefied natural gas and liquefied propane gas. This amendment increases the contract value by $75,400 from $2,421,793 to $2,497,193 through June 30, 2018.

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

Sincerely,

Steven J. Kelleher

SJK/dcp
DOS 2007-060C

cc: David Perry, Contracts Manager, DoIT/BFA
Bart Bronson, DOS IT Lead for DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 C

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, as a result of RFP #2007-060, on July 16, 2008, Item # 84, and amended on June 22, 2011 Item #339 and amended on June 19, 2013, Item #23 (as amended, the "Agreement"), Avalara, Inc. (Vendor Number 260259) (as assignee from Zytax, Inc., hereafter referred to as "Vendor") agrees to supply certain services upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Information Technology, (hereafter referred to as the "Department") acting for the benefit of a state agency ("Agency"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department of Safety, Department of Environmental Service and the Department of Information Technology conditionally consented to the Avalara, Inc. (as assignee from Zytax, Inc.) assignment of the AFTS PO# 1011016 and all amendments to the Contract to Avalara, Inc., 100 Ravine Lane, NE, Suite 220, Bainbridge Island, WA 98110.

WHEREAS, the Department wishes to implement a road toll on alternative fuels which requires adding a new alternative fuels dealer license and return to the AFTS due to Chapter 17 of the Session Laws of 2014.

WHEREAS, the Department wishes to increase the Contract price by $75,400 to bring the total contract price to $2,497,193.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by 75,400 from 2,421,793 to 2,497,193

Exhibit A: Contract Deliverables of the Agreement is hereby amended as described below:

1. Amend Section 2: Deliverables, Milestones, and Activities Schedule, 2.1: Implementation Schedule by adding Table 2.6 as follows

Table 2.6 Alternative Fuels Dealer Report and EDI Support for Alternative Fuels Dealer Report

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	Alternative Fuels Dealer Report		
1	Tax Filing Module Changes	Software	01/05/2015
a	Add Tax return and supporting schedules	Software	
b	Add appropriate schedule validation rules	Software	

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	c	Add Excel upload template for tax return schedules	Software	
	2	Modify existing reports		01/05/2015
	a	Tax Return Refunds / Credits Generated	Software	
	b	Accounts Payable Refunds / Credits Generated	Software	
	c	Annual Renewal Letters	Software	
	d	Generic Taxpayer Notification Letters	Software	
	e	Payments: Daily Record of Payments	Software	
	f	Accounts Receivable Daily Reconciliation	Software	
	g	Accounts Payable Daily Reconciliation	Software	
	3	Modify Account Registration module		01/05/2015
	a	Add new form to allow taxpayers to register for this report	Software	
	b	Add form to account renewal process	Software	
	4	Modify Account Management module		01/05/2015
	a	Add form to interface	Software	
	b	Add form for accounting purpose	Software	
		EDI Support for Alternative Fuels Dealer Report		
	1	Support for filing the Alternative Fuels Dealer Report via EDI can be provided in addition to the on-line filling capability. The changes required to support EDI for this form are listed below:		01/05/2015
	a	EDI Guide Updates	Software	
	b	Addition of alternative fuels dealer to eFile import	Software	
	2	The following deliverables will be provided for New Hampshire to review before the required changes are implemented:		01/05/2015
	a	Updated EDI Guide	Software	

	b	Detailed list of EDI validation rules for the Alternative Fuels Dealer Report. This list will serve as a checklist that can be used by New Hampshire to validate the EDI import of the Alternative Fuels Dealer Report.	Software	

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1 of Exhibit B: Deliverable Payment Schedule of the Agreement is hereby amended to by deleting paragraph 1.1a Firm Fixed Price in its entirety and adding the following:

1.1c Firm Fixed Price
This is a Firm Fixed Price (FFP) Contract totaling $2,497,193 for the period between the Effective Date through June 30 2018. Avalara shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow Avalara to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Changes in payment amounts will be based on new amounts arrived at by adding Table 1.6c below.

Table 1.6c Alternative Fuels and EDI Support

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Deliverable Date	Payment Amount
1	Install, Test and Implement Alternative Fuels Dealer Report as detailed in Table 2.6 above	Software	01/05/2015	$20,400
2	Install, Test and Implement EDI Support for Alternative Fuels Dealer Report as detailed in Table 2.6 above.	Software	01/05/2015	$10,000
	Total			$30,400

3. Changes in payment amounts for Deliverables will be based on new amounts arrived at by Replacing Table 2a with Table 2c below.

Table 2c – Detailed License Deliverables and Pricing.

Description	License Enterprise	Quantity	Net Price-License
Application Products			
Government		1	$250,000
ADIP		1	$50,000
Web Filing		1	$100,000
Cross Matching		1	$200,000
Archiving		1	$25,000
Account Management		1	$22,500
File Import Module		1	$60,000

Alternative Fuels Dealer Report		1	$16,000
EDI Support for Alternative Fuels		1	$8,000
Grand Sub Total			$731,500

4. Changes in payment amounts for Maintenance will be based on new amounts arrived at by replacing Table 4b with Table 4c below.

Table 4c: Maintenance Totals for Amendment C.

Software or Service Description	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018	Total:
Government	**$50,000**	**$50,538**	**$52,151**	**$53,584**	**$54,839**	**$261,112**
ADIP	**$10,000**	**$10,108**	**$10,430**	**$10,717**	**$10,968**	**$52,223**
Web Filing	**$20,000**	**$20,215**	**$20,860**	**$21,434**	**$21,935**	**$104,444**
Cross Matching	**$40,000***	**$40,430***	**$41,720***	**$42,867***	**$43,871***	**$208,888**
Archiving	**$5,000**	**$5,054**	**$5,215**	**$5,358**	**$5,484**	**$26,111**
Account Management	**$4,500**	**$4,548**	**$4,694**	**$4,823**	**$4,935**	**$23,500**
File Import Module	**$10,000**	**$10,107**	**$10,430**	**$10,717**	**$10,968**	**$52,222**
Alternative Fuels Dealer Report		**$2,000**	**$4,000**	**$4,000**	**$4,000**	**$14,000**
EDI Support for Alternative Fuels		**$1,000**	**$2,000**	**$2,000**	**$2,000**	**$7,000**
Maintenance Total	**$139,500**	**$141,000**	**$145,500**	**$149,500**	**$153,000**	**$749,500**

*** Note - The State shall not be obligated to pay this amount unless and until the Cross Matching becomes "functional" as described in Section 3 "Invoicing" below.**

Contract 2007-060 – DOS Fuel Toll

CONTRACT [illegible] AMENDMENT [illegible]	AMENDMENT TYPE	END DATE	CONTRACT [illegible] AMOUNT
2007-060	Base Contract	June 30, 2013	$1,613,693
2007-060 Amendment a	Modification	June 30, 2013	$79,600
2007-060 Amendment b	Extension	June 30, 2018	$728,500
2007-060 Amendment c	Modification	June 30, 2018	$75,400
	CONTRACT TOTAL	June 30, 2018	$2,497,1[illegible]

Initial all pages
Vendor Initials DR

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY – DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 C

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

Avalara, Inc.

D Rostov

David E. Rostov, CFO

Date: 8/15/2014

STATE OF Washington
COUNTY OF King

This instrument was acknowledged before me on August 15, 2014 by
David E. Rostov

as the duly authorized Chief Financial Officer (CFO) of Avalara, Inc.

Paul André Baumann
Notary Public/Justice of the Peace

My Commission Expires: 01/11/2016

(SEAL)

State of New Hampshire

Steven J. Kelleher

Steven J. Kelleher, Acting Commissioner
State of New Hampshire
Department of Information Technology

Date: 8/19/14

J Barthelmes

John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety

Date: 8/20/14

for

Thomas S. Burack, Commissioner
State of New Hampshire
Department Environmental Services

Date: 8/19/14

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

Date: 8/20/14

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Vendor Initials DR

State of New Hampshire, Department of Justice

TB

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

Peter C. Hastings
Acting Commissioner

approved G&C 23
6/19/13
Item #23

May 30 2013

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

REQUESTED ACTION Sole Source

1) Authorize the New Hampshire Department of Information Technology (DoIT) to enter into a Sole Source contract extension by amending an Agreement (PO # 101016) with Zytax, Inc (Zytax), (Vendor Number #176042) of Houston, Texas 77046, on behalf of the Department of of Safety (DOS), and the Department of Environmental Services (DES) by increasing the contract amount by $728,500, from $1,693,293 to $2,421,793 for the maintenance of an automated fuel toll system effective upon Governor and Executive Council approval. The original contract was approved on July 16, 2008, Item # 84 and amended on June 22, 2011, Item #339.

2) Further authorize the extension of the contract from the current end date of June 30, 2013 to June 30, 2018, effective upon Governor and Executive Council approval.

Funding is available in the accounts listed below with the authority to adjust encumbrances in each of the State fiscal years if needed and justified. Funding is anticipated to be available in the following Department of Information Technology accounts upon legislative approval of the biennial budgets for FY 2014, through 2018 as follows. 100% Other (Agency Class 027) funds: **the agency Class 027 used by the Department of Safety to reimburse DoIT for this work (66.67 of total) is 100% Highway Funds, the agency Class 027 used by the Department of Environmental Services are 100% Oil funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE-CLASS TITLE	JOB #	AMOUNT
2014	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$93,000
2014	01-03-03-030010-76440000 - DoIT- IT for DES 038-509038 – Technology Software	03440000	$46,500
2015	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$94,000
2015	01-03-03-030010-76440000 - DoIT- IT for DES 038-509038 – Technology Software	03440000	$47,000
2016	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$97,000
2016	01-03-03-030010-76440000 - DoIT- IT for DES 038-509038 – Technology Software	03440000	$48,500
2017	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$99,667
2017	01-03-03-030010-76440000 - DoIT- IT for DES 038-509038 – Technology Software	03440000	$49,883
2018	01-03-03-030010-76230000 - DoIT- IT for DOS 038-509038 – Technology Software	03230071	$102,000

2018	01-03-03-030010-76440000 - DoIT- IT for DES 038-509038 – Technology Software	03440000	$51,000
		TOTALS	$728,500

EXPLANATION

The amendment is Sole Source because buying a new system, costing an estimated $1,000,000 plus additional maintenance estimated at $750,000 for five years, is not cost effective at this time and would put an undue burden on our licensees who have become accustomed to this system and many have changed their accounting systems to adapt to ours. This software processes a primary source of revenue for both DOS and DES. The expense in dollars, time and disruption to the system to purchase and install a new system is not in the best interest of the State. This request is for approval of an amendment to an agreement (2007-060) between Department of Information Technology, on behalf of both the New Hampshire Department of Safety's Road Toll and Field Audit Bureaus and the New Hampshire Department of Environmental Services and Zytax, Inc. of Houston, Texas. The purpose of this agreement is to continue maintenance for a Zytax Automated Fuel Toll System. This system replaced the old Road Toll System and it supports the essential functions of remittance and returns processing for Motor Fuel Distributors (MFD), Oil Discharge and Pollution Control (ODPC) licensees, and Motor Fuel and Petroleum Transporter's reports.

The Department of Safety's Road Toll and Field Audit Bureaus are responsible for collecting the Motor Vehicle Road Toll and the Oil Discharge and Pollution Control fees. This software fully supports the essential functions of electronic remittance and returns processing. DOS collects and audits ODPC fees for the Department of Environmental Services. DoIT is a partner to this contract due to the fact that they budget for the ongoing maintenance costs and bill DOS as part of the regular monthly billing under Class 27.

This contract is the result of a competitive request for proposals (RFP 2007-060) released in February 2007. Contract award was delayed because a Legislative Study Committee was created to evaluate the merits of transferring the authority for collecting Road Tolls from DOS to the Department of Revenue Administration. Upon the resolution to keep the responsibility with DOS, the contract was awarded in July 2008. This system accommodates the electronic filing of all returns, including supporting schedules, as well as providing for electronic payment of taxes and fees due. In addition, this new system interfaces with the State's new Enterprise Resource program (New Hampshire First) which provides the billing and receivable functionality.

100% Other (Agency Class 027) funds: the agency Class 027 used by the Department of Safety to reimburse DoIT for this work (66.67 of total) is 100% Highway Funds, the agency Class 027 used by the Department of Environmental Services are 100% Oil funds.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Peter C. Hastings

Peter C. Hastings
Acting Commissioner
Department of Information Technology

PCH/dcp
RID #14099
Contract #2007-060B

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

Peter C. Hastings
Acting Commissioner

May 24, 2013

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Zytax, Inc. (Zytax) of Houston, Texas, as described below and referenced as OIT No. 2007-060b.

The purpose of this contract amendment is to extend the Zytax agreement for five (5) years to provide maintenance for the Road Toll and Field Audit Bureaus' Automated Fuel Toll System (AFTS). This system supports the functions of electronic remittance and returns processing for Motor Fuel Distributors, Oil Discharge and Polution Control licensees and Motor Fuel and Petroleum Transporters reports. This Amendment increases the Contract value by $728,500 from $1,613,693 to $2,421,793, through June 30, 2016.

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

Sincerely,

Wendy Pouliot for
Peter C. Hastings

PCH/dcp
DOS 2007-060, RID 14099

cc: David Perry, Contracts Manager, DoIT Logistics
Albert Sheldon, DOS IT Lead for DOIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS CONTRACT 2007-060 B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2007-060, on July 16, 2008, Item #84 (herein after referred to as the "Agreement"), and amended on June 22, 2011 Item #339, Zytax, Inc. (hereinafter referred to as "Vendor') agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety, Division of Administration (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the end date of the contract to June 30, 2018.

WHEREAS, the Department wishes to increase the contract price by $728,500 to bring the total contract price to $2,421,793.

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

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

The Statement of Work Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement by extending the end date of the contract to June 30, 2018.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by $728,500, from $1,693,293 to $2,421,793.

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1 of Exhibit B: Deliverable Payment Schedule of the Agreement is hereby amended to by replacing paragraph 1.1: Firm Fixed Price with Paragraph 1.1a: Firm Fixed Price as detailed below:

   1.1a Firm Fixed Price
   This is a Firm Fixed Price (FFP) Contract totaling $2,421,793 for the period between the Effective Date through June 30 2018 ZyTax shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow ZyTax to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Changes in payment amounts will be based on new amounts arrived at by adding Table 4b below.

Table 4b: Maintenance Totals for Amendment b.

Software or Service Description	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018	Total:
Government	$50,000	$50,538	$52,151	$53,584	$54,839	$261,112
ADIP	$10,000	$10,108	$10,430	$10,717	$10,968	$52,223
Web Filing	$20,000	$20,215	$20,860	$21,434	$21,935	$104,444
Cross Matching	$40,000*	$40,430*	$41,720*	$42,867*	$43,871*	$208,888
Archiving	$5,000	$5,054	$5,215	$5,358	$5,484	$26,111
Account Management	$4,500	$4,548	$4,694	$4,823	$4,935	$23,500
File Import Module	$10,000	$10,107	$10,430	$10,717	$10,968	$52,222
Maintenance Total	$139,500	$141,000	$145,500	$149,500	$153,000	$728,500

* Note - The State shall not be obligated to pay this amount unless and until the Cross Matching becomes "functional" as described in Section 3 "Invoicing" below.

3. Replace Exhibit B, Section 3. INVOICING with the following:

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State shall pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices shall not be backdated and shall be promptly dispatched.

Software License and Maintenance fees shall be invoiced in accordance with the following schedule:
Software License Fees:
33% upon contract execution and award of licenses to software modules, currently operational but not yet customized to State of NH.
33% upon Design Signoff
34% upon completion of UAT
Software Maintenance Fees:
100% upon start of each annual maintenance period which will commence with the successful completion of the Implementation Phase.

Invoicing for the Maintenance Fees identified as for Cross Matching shall commence when the Department confirms that the Cross Matching is "functional" by issuing a letter of User Acceptance. The Cross Matching shall be deemed to be "functional" when the Cross Match Function passes User Acceptance Testing, which includes a demonstration that low to medium complexity audits are executed in one (1) to two (2) hours during business hours and that larger audits scheduled for overnight execution are completed in a twelve (12) hour batch window, as well as the absence of critical, high or medium class deficiencies. Zytax shall notify the Department in writing (including via e-mail) when Zytax believes Cross Matching is functional (which is expected to be with the version 5.14 release) and shall participate in User Acceptance Testing as detailed in Contract Exhibit F: Testing. After User Acceptance, a normal Warranty period as defined in Contract Exhibit K shall be in effect. The Maintenance Fees for Cross Matching for the then current year shall be prorated, commencing on the date that the Department issues a letter of User Acceptance and running through the next occurring June 30. Following the first prorated invoice for Cross Matching Maintenance Fees, such Maintenance Fees will be invoiced with all other Software Maintenance Fees.

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

Invoices shall be sent to:
State of New Hampshire
Department of Safety Business Office
33 Hazen Drive Concord NH 03305

Contract 2007-060 – DOS Fuel Toll

[redacted]	[redacted]	[redacted]	[redacted]
2007-060	Base Contract	June 30, 2013	$1,613,693
2007-060 Amendment a	Modification	June 30, 2013	$79,600
2007-060 Amendment b	Extension	June 30, 2018	$728,500
[redacted]	[redacted]	[redacted]	[redacted]

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

IN WITNESS WHEREOF, the parties have hereunto set their hands:

Zytax, Inc.

Date: 5-14-13

Philip Fraher, CFO

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on May 14, 2013 by Philip Fraher

as the duly authorized CFO of Zytax, Inc.

KIM S. THERIOT
MY COMMISSION EXPIRES
AUGUST 18, 2014

K S Theriot

Notary Public/Justice of the Peace
My Commission Expires:
(SEAL)

State of New Hampshire

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

Date: 5/24/13

JJ Barthelmes
John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety

Date: 5/16/13

Thomas S. Burack
Thomas S. Burack, Commissioner
State of New Hampshire
Department Environmental Services

Date: 5/20/2013

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

State of New Hampshire, Department of Justice
Patrick Queenan - Attorney

Date: 5/28/13

Approved by Governor and Council this ________ day of __________________, 2013.

____

HIL to you 6/8/11

G&C 6.22.11
#339

State of New Hampshire
DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

May 31, 2011

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

Requested Action

Authorize the Departments of Safety (DOS), Environmental Services (DES) and the Office of Information Technology (DoIT) to amend an existing contract with ZyTax, Inc. (VC#176042), Houston, Texas 77046, in the amount of $79,600 increasing the contract from $1,613,693 to $1,693,293. The current contract for this service was approved by Governor and Council on July 16, 2008, Item #84. Effective upon Governor and Council approval through June 30, 2013. Funding source: 100% Highway Funds

Funds are anticipated to be available in the SFY2012 and SFY2013 in the following accounts upon the availability and continued appropriation of funds in the future operating budgets:

Agency	Appropriation Code	SFY2012	SFY2013
DOS	02-23-23-232030-04430000 034-500151 Enhanced Rd Tolls	$69,600	.0
DoIT	01-03-03-030010-76230000 038-500177 Job #03230071 Agency Software Division DOS	0	$10,000
	Total	$69,600	$10,000

Explanation

The amendment is necessary for incorporating an Excel Import Module and modifications to the Accounts Receivable Payment Interface with the current services. The Department of Safety's Road Toll and Field Audit Bureaus are responsible for collecting the Motor Vehicle Road Toll and the Oil Discharge and Pollution Control (ODPC) fees. This software package will fully support the essential functions of electronic remittance and returns processing for Motor Fuel Distributors (MFD), Oil Discharge and Pollution Control (ODPC) licensees, and Motor Fuel and Petroleum Transporter's reports. DOS collects and audits ODPC fees for the Department of Environmental Services (DES). DoIT is a partner to this contract due to the fact that they budget for the ongoing maintenance costs and bill DOS as part of the regular monthly billing under Class 27.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Thomas S. Burack

Thomas S. Burack
Commissioner of Environmental Services

S. William Rogers
Chief Information Officer

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

S William Rogers
Commissioner

May 26, 2011

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Zytax, Inc. of Houston, Texas, as described below and referenced as OIT No. 2011-022.

> The purpose of this contract amendment is to purchase an Excel import module for the Road Toll and Field Audit Bureaus' Automated Fuel Toll System (AFTS) and to modify the Accounts Receivable (AR) Payment Interface between AFTS and NH First. The Excel import module will allow licensees to file supporting schedules via Microsoft Excel or in a CSV file format. This will enhance the road toll collection process for smaller licensees who do not have EDI capability or do not want to manually enter data into a web based application. The modification to the AR Payment Interface will enhance processing of payments between the Department of Safety and the Department of Administrative Services, Division of Accounting Service, Bureau of Accounts. This Amendment increases the *Contract value by $79,600 from $1,613,693 to $1,693,293, through June 30, 2013.*

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

Sincerely,

S. William Rogers

SWR/dcp
DOS 2007-060, RID 11433

cc: David Perry, Contracts Manager, DoIT Logistics
Albert Sheldon, DOS IT Lead for DOIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS FUEL TOLL
PROJECT TITLE
CONTRACT 2097-060
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2007-060, on July 16, 2008, Item #84 (herein after referred to as the "Agreement"), Zytax, Inc. (hereinafter referred to as "Vendor")_ agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety, Division of Administration (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the contract price by $79,600 to bring the total contract price to $1,693,293.

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

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

The Statement of Work Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from $1,613,693 to $1,693,293.

Exhibit A: Contract Deliverables of the Agreement is hereby amended as described below:

1. Amend Section 2: Deliverables, Milestones, and Activities Schedule, 2.1: Implementation Schedule by adding Table 2.5 as follows

Table 2.5 File Import Module and AR Payment Interface

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Install File Import Module as described in Zytax proposal (Attachment 1)	Software	08/31/2011
2	Modify the AR Payment Interface to allow EFT payments and check payments to be transferred separately. This modification will change the AR Payments interface scheduled task. The task will be modified to include the following options for transferring payment Details: EFT Only Checks Only With this modification, two scheduled tasks can be created for AR Payments. The first task would be created with the EFT only	Software	08/31/2011

Initial all pages
Vendor Initials WA

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS FUEL TOLL
PROJECT TITLE
CONTRACT 2007-060
CONTRACT AMENDMENT A

	option selected. The second task would be created with the Checks Only option selected. This usage will result in two separate executions of the AR Payments Interface with the EFT and Check payments included separately.			

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1 of Exhibit B: Deliverable Payment Schedule of the Agreement is hereby amended to by replacing paragraph 1.1: Firm Fixed Price with Paragraph 1.1a: Firm Fixed Price as detailed below:

1.1a Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling $1,693,293 for the period between the Effective Date through June 30 2013 ZyTax shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow ZyTax to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Changes in payment amounts will be based on new amounts arrived at by adding Table 1.5a below.

Table 1.5a File Import Module and AR Payment Interface

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Deliverable Date	Payment Amount
1	Install File Import Module as described in Zytax proposal (Attachment 1)	Software	08/31/2011	$60,000
2	Modify the AR Payment Interface to allow EFT payments and check payments to be transferred separately. This modification will change the AR Payments Interface scheduled task. The task will be modified to include the following options for transferring payment Details: EFT Only Checks Only With this modification, two scheduled tasks can be created for AR Payments. The first task would be created with the EFT only option selected. The second task would be created with the Checks Only option selected. This usage will result in two separate executions of the AR Payments interface with the EFT and Check payments included separately.	Software	08/31/2011	$9,600
	Total			$69,600

3. Changes in payment amounts will be based on new amounts arrived at by Replacing Table 2 with Table 2A below.

Table 2a – Detailed License Deliverables and Pricing

	License		Net Price-
Description	Enterprise	Quantity	License
Application Products			
Government		1	$250,000
ADIP		1	$50,000
Web Filing		1	$100,000
Cross Matching		1	$200,000
Archiving		1	$25,000
Account Management		1	$22,500
File Import Module		1	$60,000
Grand Sub Total			$707,500

4. Changes in payment amounts will be based on new amounts arrived at by Replacing Table 4 with Table 4A below.

Table 4a License and Maintenance Pricing

Software or Service Description	Cost of Initial Software License	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	Total:
Government	$250,000	$12,500	$50,000	$50,000	$50,000	$50,000	
ADIP	$50,000	$2,500	$10,000	$10,000	$10,000	$10,000	
Web Filing	$100,000	$5,000	$20,000	$20,000	$20,000	$20,000	
Cross Matching	$200,000	$10,000	$40,000	$40,000	$40,000	$40,000	
Archiving	$25,000	$1,250	$5,000	$5,000	$5,000	$5,000	
Account Management	$22,500	$1,125	$4,500	$4,500	$4,500	$4,500	
File Import Module	$60,000					$10,000	
Modify AR Payment Interface					$9,600		
Total:	$707,500						
Maintenance Total		$32,375	$129,500	$129,500	$139,100	$139,500	
Implementation	$415,818						
Grand Total	$1,123,318	$32,375	$129,500	$129,500	$139,100	$139,500	$1,693,293

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS FUEL TOLL
PROJECT TITLE
CONTRACT 2007-060
CONTRACT AMENDMENT A

Contract 2007-060 – DOS Fuel Toll

[redacted]	[redacted]	[redacted]	[redacted]
2007-060		June 30, 2013	$1,613,693
2007-060 Amendment a		June 30, 2013	$79,600
[redacted]	[redacted]	[redacted]	[redacted]

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

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

Date: 19 May 2011

Matthew Tormollen, CEO
Zytax, Inc

Corporate Signature Notarized:
STATE OF Texas

COUNTY OF Harris

On this the 19th day of May, 2011, before me, Kim Theriot, the undersigned Officer Matthew Tormollen personally appeared and acknowledged her/himself to be the Chief Executive Officer, of FuelQuest, Inc., a corporation, and that she/he, as such Chief Executive Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Matthew Tormollen.

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

K. S. Theriot
Notary Public/Justice of the Peace

My Commission Expires

(SEAL)

KIM S. THERIOT
MY COMMISSION EXPIRES
AUGUST 18, 2014

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DOS FUEL TOLL
PROJECT TITLE
CONTRACT 2007-060
CONTRACT AMENDMENT A

State of New Hampshire

Date: 6/3/11

S. William Rogers, Acting Commissioner
State of New Hampshire
Department of Information Technology

Date: 6/2/11

John J. Barthelmes, Commissioner
State of New Hampshire
Department of Safety

Date: 6/3/2011

Thomas S. Burack, Commissioner
State of New Hampshire
Department Environmental Services

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

Date: 6-6-11

State of New Hampshire, Department of Justice

Sent to Karen H/C
7.03.08

G+C 7.16.08
#84

Annuity Fees based on [illegible]

State of New Hampshire
DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

First unlimited use

July 1, 2008

Peter Hastings
Leslie Mason
Scott Bryan Admin Road Toll

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

Requested Action

Authorize the Departments of Safety (DOS), Environmental Services (DES) and the Office of Information Technology (OIT) to enter into a five year agreement with ZyTax (VC#135376), One Greenway Plaza, Suite 310, Houston, Texas 77046, in the amount of $1,613,693, for the procurement, implementation and maintenance of a Commercial Off The Shelf (COTS) software package to replace the current Road Toll System (RTS). Effective upon Governor and Council approval through June 30, 2013, with the option to extend for an additional period through December 31, 2014. Funding sources: 66.67% Highway Fund and 33.33% Oil Funds.

Funding is available in the following accounts, as outlined below, for SFY09 and is anticipated to be available for SFY 2010 through SFY2013, upon the availability and continued appropriation of funds in the future operating budgets.

Agency	Appropriation Code	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	Total
DOS	Enhanced Rd Tolls 030-023-0443-034-0151 100% Highway Funds	$ 708,878	$ -	$ -	$ -	$ -	$ 708,878
DES	Oil Fund Board 010-044-1421-102-0731 100% Oil Funds	$ 354,440	$ -	$ -	$ -	$ -	$ 354,440
OIT	Agency Software Division						
	DOS 010-003-1660-024-0230 100% Highway Funds	$ 21,583	$ 86,333	$ 86,333	$ 86,333	$ 86,333	$ 366,917
	DES 010-003-1670-024-0230 100% Oil Funds	$ 10,792	$ 43,167	$ 43,167	$ 43,167	$ 43,167	$ 183,458
	Total	$ 1,095,693	$ 129,500	$ 129,500	$ 129,500	$ 129,500	$ 1,613,693

Explanation

The Department of Safety's Road Toll and Field Audit Bureaus are responsible for collecting the Motor Vehicle Road Toll and the Oil Discharge and Pollution Control (ODPC) fees. This software package will fully support the essential functions of electronic remittance and returns processing for Motor Fuel Distributors (MFD), Oil Discharge and Pollution Control (ODPC) licensees, and Motor Fuel and Petroleum Transporter's reports. DOS collects and audits ODPC fees for the Department of Environmental Services (DES). OIT is a partner to this contract due to the fact that they budget for the ongoing maintenance costs and bill DOS as part of the regular monthly billing under Class 27.

The current (RTS) system is over 10 years old and does not allow for electronic filing of Road Toll and ODPC tax returns. In addition the current system does not have the capability to cross match licensees supporting fuel tax schedules on the MFD returns. The new system will accommodate electronic filing of all returns, including supporting schedules, as well as providing for electronic payment of taxes and fees due. In addition this new system will interface with the state's new Enterprise Resource Program (ERP) which will provide the billing and receivable functionality.

This project was originally funded in the 2005 Capital Budget, Laws of 2005 Chapter 259:4, I, A, entitled Enhanced Road Toll System and had it's lapse date extended by the Laws of 2007 Chapter 264:29 LXVII. In addition this project is set forth in the Department of Safety's Strategic Information Technology Plan 2005-2009 Appendix VI, Project #147 dated October 21, 2005.

DES obtained an increase in their Oil Fund Board appropriation for its share of the new Road Toll System. The $460,000 appropriation increase was approved by the Fiscal Committee on November 11, 2007 (Item #FIS 07-355) and by Governor and Council on November 28, 2007 (Item #76).

This project was bid by the Office of Information Technology, RFP 2007-060, on February 21, 2007. The presentation of this contract to Governor and Council was delayed due to the fact that a Legislative Study Committee was created to evaluate the merits of transferring the authority for collecting Road tolls from the DOS to the Department of Revenue Administration (DRA). DOS felt that it should not proceed with seeking approval for this contract until after that matter was resolved. As soon as the Legislative Study Committee determined that this task should stay with DOS for a minimum of another two years, DOS immediately resumed work on negotiating this document. DOS was able to win the approval of both bidders to freeze their pricing during this delay.

Please see the attached summary of the bids received, the scoring of the bids, as well as the names and titles of the reviewers.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Michael Walls

For Thomas S. Burack
Commissioner of Environmental Services

Richard C. Bailey, Jr.
Chief Information Officer

STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

June 27, 2008

Wesley J. Colby
Director of Administration
Department of Safety
33 Hazen Dr.
Concord NH 03305

Thomas S. Burack
Commissioner
Department of Environmental Services
29 Hazen Dr.
Concord NH 03305

Dear Mr. Colby and Commissioner Burack:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your request to enter into a contract with Zytax, Inc. One Greenway Plaza, Suite 310, Houston, TX as described below and referenced as OIT No. 2007-060.

> This is a contract to procure commercial off the shelf (COTS) software needed by DOS, Division of Administration that will cross match fuel toll returns, replace the current Road Toll System and implement an Automated Fuel Toll System to allow licensees to file their fuel toll returns electronically. The system shall fully support the essential functions of remittances and returns processing for Motor Fuel Distributors, Oil Discharge and Pollution Control licensees, Motor Fuel and Petroleum Transporter's Reports and the International Fuel Tax licensees. This project is set forth in the Department of Safety's Strategic Information Technology Plan, 2005-2009, Appendix VI, Project # 147 Dated October 21, 2005

A copy of this letter should accompany the Office of Information Technology submission to the Governor and Executive Council for approval.

Sincerely,

Richard C. Bailey, Jr.

RB/dcp
OIT 2007-060

cc: Leslie Mason, Contracts Manager, OIT Logistics
Scott Bryer, Chief, Road Toll Operations

Attachment # 1

RFP 2007-060 Fuel Toll Selection Matrix

Company	Company Address	Hosted vs Non Hosted	5 Year Cost	Proposed Software Solution 300 Points Max	Technical, Service and proj Mgmt 150 Points Max	Company and Staff Qualifications 150 Points Max	Total Cost 400 Pts Max	TOTAL 1000 Pts Max
ZyTax	Houston, Texas	State Hosted	2,666,708	242.9	135.6	131.0	400.0	909.5
ACS	Phoenix, Arizona	Hosted	3,528,156	229.3	135.6	141.0	304.6	810.5

Zytax Summary Scoring

Names	Position & Experience	Software Solution 300 Point Max	Technical, Service & Project Mgt. 150 Point Max	Company and Staffing Qualifications 150 Points Max
Scott Bryer	Chief , Road Toll Operations	270	140	140
Matt Hotchkiss	Road Toll Auditor III	178	*	*
Kathleen Morrill	Supervisor of RT Field Audit	185	*	*
Robert Surowiec	Road Toll Administrator	287	148	150
Brian Lumbert	Info. Technology Manager	260	135	125
Heather Pike	Business Systems Analyst	260	120	115
Sue Pickard	Sys. Development Specialist	260	135	125
		242.9	135.6	131

5 Year ZyTax Cost	$	2,666,708
Less: Audit Mgt Module	$	(612,000)
Less: Audit Mgt Maint.	$	(65,000)
Less: State Hosting Cost	$	(376,015)
Negotiated ZyTax Contract Price	$	1,613,693

ACS Summary Scoring

Names	Position & Experience	Software Solution 300 Point Max	Technical, Service & Project Mgt. 150 Point Max	Company and Staffing Qualifications 150 Points Max
Scott Bryer	Chief of Road Toll Operations	255	140	140
Matt Hotchkiss	Road Toll Auditor III	168	*	*
Kathleen Morrill	Supervisor of RT Field Audit	170	*	*
Robert Surowiec	Road Toll Administrator	274	148	150
Brian Lumbert	Info. Technology Manager	240	135	135
Heather Pike	Business Systems Analyst	258	120	145
Sue Pickard	Sys.Development Specialist	240	135	135
		229.3	135.6	141

* Note: Kathleen Morrill and Matt Hotchkiss only evaluated fuel tax software solution since they were the subject experts in Motor Fuel Tax Audits.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS-RFP 2007-060
STATEMENT OF WORK

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Safety Department of Environmental Services Office of Information Technology		1.2 State Agency Address 33 Hazen Drive, Concord NH 03305 29 Hazen Drive, Concord, NH 03305 27 Hazen Dr Concord NH 03301	
1.2 Contractor Name ZyTax, Inc.		1.3 Contractor Address One Greenway Plaza, Suite 310, Houston, TX 77046	
1.4 Account No. Exhibit S 010-003-1670-024 030-023-0443-038 010-044-1421-102 010-003-1660-024	1.6 Completion Date June 30, 2013	1.7 Audit Date N/A	1.8 Price Limitation $1,613,693
1.9 Contracting Officer for State Agency Thomas S. Burack, Commissioner DES Richard C. Bailey, CIO Wesley J. Colby, Director of Administration		1.10 State Agency Telephone Number (603) 271-3449 (603) 223-5703 (603) 271-1011	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor Richard C. Cilento, Jr., President & Chief Executive Officer	

1.13 Acknowledgement: State of TX, County of HARRIS

On 6/24/2008, 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, ~~[illegible]~~uted this document in the capacity indicated in block 1.12.

GLADYS A. CRONQUIST
MY COMMISSION EXPIRES
November 26, 2009

1.13.1 Signature of Notary Public or Justice of the Peace

[seal] Gladys A. Cronquist

1.13.2 Name & Title of Notary or Justice of the Peace

GLADYS A CRONQUIST, ACCOUNTING MANAGER

1.14 State Agency Signature(s) for TSB	1.15 Name/Title of State Agency Signor(s) Wesley J. Colby, Director of Administration Thomas S. Burack, Commissioner DES Richard C. Bailey, OIT CIO

1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)

By: Director, On:

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

By: Assistant Attorney General, On: 7-2-08

1.18 Approval by the Governor & Council

By On:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS-RFP 2007-060
STATEMENT OF WORK

CONTRACT AGREEMENT

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GENERAL PROVISIONS

<table>
<tr><td colspan="2">1.1 State Agency Name
~~Department of Safety~~
~~Department of Environmental Services~~
Office of Information Technology</td><td colspan="2">1.2 State Agency Address
~~33 Hazen Drive, Concord NH 03305~~
~~29 Hazen Drive, Concord, NH 03305~~
27 Hazen Dr Concord NH 03301</td></tr>
<tr><td colspan="2">1.2 Contractor Name
ZyTax, Inc.</td><td colspan="2">1.3 Contractor Address
One Greenway Plaza, Suite 310, Houston, TX 77046</td></tr>
<tr><td>1.4 Account No. Exhibit B
~~030-023-044G-038~~
~~010-044-1421-102~~ 010-003-1560-024
010-003-1670-024</td><td>1.6 Completion Date
June 30, 2013</td><td>1.7 Audit Date
N/A</td><td>1.8 Price Limitation
$1,613,693</td></tr>
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Richard C. Bailey, CIO
~~Wesley J. Colby, Director of Administration~~</td><td colspan="2">1.10 State Agency Telephone Number
~~(603) 271-3449~~
(603) 223-5703
~~(603) 271-1011~~</td></tr>
<tr><td colspan="2">1.11 Contractor Signature</td><td colspan="2">1.12 Name & Title of Contractor Signor
Richard C. Cilento, Jr., President & Chief Executive Officer</td></tr>
<tr><td colspan="4">1.13 Acknowledgement: State of TX, County of HARRIS
On 6/24/2008, 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.</td></tr>
<tr><td colspan="4">1.13.1 Signature of Notary Public or Justice of the Peace
[seal] Gladys A Cronquist
GLADYS A. CRONQUIST
MY COMMISSION EXPIRES
November 25, 2009</td></tr>
<tr><td colspan="4">1.13.2 Name & Title of Notary or Justice of the Peace
GLADYS A CRONQUIST, ACCOUNTING MANAGER</td></tr>
<tr><td colspan="2">1.14 State Agency Signature(s)
for TSB</td><td colspan="2">1.15 Name/Title of State Agency Signor(s)
Wesley J. Colby, Director of Administration
Thomas S. Burack, Commissioner DES
Richard C. Bailey, OIT CIO</td></tr>
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By On:</td></tr>
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS-RFP 2007-060
CONTRACT DOCUMENT

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
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TERMS AND DEFINITIONS

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Criteria	The criteria a product must meet to successfully complete a test phase or meet delivery requirements.
Acceptance Test	Formal testing conducted to determine whether or not a system satisfies its Acceptance Criteria.
ADIP	Automated Data Import Process
AFTS	Automated Fuel Toll System. The ZyTax COTS software modules adapted by Zytax to the State of NH and licensed to the State of NH to fulfill the requirements of this contract.
Agreement	A contract duly executed and legally binding.
ANSI	American National Standards Institute is an organization that coordinates standards development
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that ZyTax, Inc. has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and ZyTax, Inc., which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and ZyTax, Inc. 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.
Conversion Test	
COTS	Commercial-off-the-shelf software
Data	State's records, files, forms, data and other documents or information that shall be used during the Contract Term.
DBA	Database administrator

DBMS	Database Management System
Deficiencies/Error Classifications	Critical – Fatal: Errors that result in the loss of all processing capability and errors that disable major functions from being performed and therefore affect the normal operation of the Software during the normal working day (e.g., inability to file motor fuel taxes). High – Severe Impact: Errors that disable major functions from being performed and therefore affect the normal operation of the Software during the normal working day (e.g., inability to file motor fuel taxes) for which Zytax is able to provide a work around. Medium – Degraded Operations: Errors that disable only certain nonessential functions but that do not affect the normal operation of the Software during the normal working day. Low – Minimal Impact: Intermittent Errors that do not materially affect normal operation of the Software.
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by ZyTax, Inc. to the State under the Contract.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
EDI	Electronic Data Interchange – EDI refers to the FTA's version 4030 mapping based on ANSI X12 standards for exchanging business documents
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Extended Term	Period of the Contract from the end of the initial Contract date through the end of the new period set by the Contract amendment.
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of ZyTax, Inc.'s cost experience in performing the Contract.
FTA	Federation of Tax Administrators
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.
HTTPS	Protocol enabling the secured transmission of Web pages
GAAP	Generally Accepted Accounting Principles
Go-Live	

Governor and Executive Council	The New Hampshire Governor and Executive Council.
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.
Key Project Staff	Personnel identified by the State and by ZyTax, Inc. as essential to work on the Project.
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 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's direction to ZyTax, Inc. to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
ODBC	Open Database Connectivity (ODBC) is a standard or open application programming interface (API) for accessing a database.
OLEDB	A COM technology to access any type of data from any application (text files, spreadsheets, email, relational databases, address books), from any storage device (desktop computer, mainframe, Internet, etc.)
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.
Order of Precedence	The order in which Contract/Documents preside in the event of a conflict or ambiguity.
PMI	Project Management Institute
PMO	Project Management Office consisting of representation at a project management level by all involved parties; consultants, IT, RTB, and executive sponsors
PMBOK	PMI's Project Management Body of Knowledge
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and ZyTax, Inc. 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 Managers	The persons identified in SOW SECTION 4.5.
Proposal	ZyTax, Inc.'s written proposal submitted in response to RFP 2007-060.
QA	Quality Assurance
RACI	Responsible, Accounted, Consulted, Informed - Used to describe the roles and responsibilities of various teams on a project
RDBMS	Relational Database Management System
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 Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then five (5) business days shall apply.
RFP (Request for Proposal)	Request For Proposal 2007-060
RI	Referential Integrity
RTAB	Road Toll Audit Bureau
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by ZyTax, Inc. on the Project as described in the Contract.
Software	AFTS Software provided by ZyTax, Inc. under the Contract (If Custom Software also provided, add here and add definition for Custom Software in this table)
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.
SOW	Statement of Work
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. The Specifications are incorporated, by reference, as though completely set forth herein.

State	STATE is defined as: State of New Hampshire, acting on behalf of the Department of Safety and the Department of Environmental Services 27 Hazen Drive Concord, NH 03301
State 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 New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by ZyTax, Inc. to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together..
TDW	Tax Data Warehouse
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 June 30, 2013.
Transition Services	Services and support provided when the Contractor is supporting System changes.
TLN	Transaction Locator Number
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to

	confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios shall be mapped to business requirements outlined in the user requirements documents.
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	That period following Acceptance during which ZyTax, Inc. shall provide Warranty Services to the State at no charge, subject to any extensions for defect correction.
Warranty Releases	Code releases that are done during the Warranty period.
Warranty Services	The Services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by ZyTax, Inc. either in paper or electronic format.
X12	Accredited Standards Committee - an organization that develops electronic data exchange standards
XML	Extensible Markup Language a W3C initiative that allows information and services to be encoded with meaningful structure and semantics that computers and humans can understand.
ZMS	ZyTax Management Suite

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS-RFP 2007-060
CONTRACT DOCUMENT

This Contract is by and between the State of New Hampshire, acting through Department of Safety ("State"), and ZyTax, Inc. (Zytax), a Texas Corporation, having its principal place of business at One Greenway Plaza, Suite 310, Houston, TX 77046.

This is a contract to procure a commercial off the shelf (COTS) software package for the Department of Safety, Road Toll Bureau to cross match the returns, replace the current Road Toll System (RTS), and implement an Automated Fuel Toll System (AFTS) to allow licensees to file their fuel toll returns electronically. The system, in conjunction with the State of NH Enterprise Resource Planning (ERP) system (NH FIRST) shall fully support the essential functions of remittances and returns processing for Motor Fuel Distributors (MFD), Oil Discharge and Pollution Control (ODPC) Licensees (Collections administered for the Department of Environmental Services by Department of Safety (DOS) Road Toll Bureau), Motor Fuel and Petroleum Transporter's Report.

RECITALS

The State desires to have ZyTax, Inc. provide a Commercial-off-the-shelf Software System and associated Services for the Department of Safety and the Department of Environmental Services (DES).

ZyTax, Inc. wishes to provide a Commercial-off-the-shelf 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.	The Statement of Work	
b.	Exhibit A	Contract Deliverables
c.	Exhibit B	Price and Payment Schedule
d.	Exhibit C	Special Provisions
e.	Exhibit D	Administrative Services
f.	Exhibit E	Implementation Services
g.	Exhibit F	Testing Services
h.	Exhibit G	Maintenance and Support Services
i.	Exhibit H	Requirements- Contractor Responses
j.	Exhibit I	Work Plan
k.	Exhibit J	Software License and related Terms
l.	Exhibit K	Warranty and Warranty Services
m.	Exhibit L	Training Services
n.	Exhibit M	Agency RFP with Addendums, by reference
o.	Exhibit N	Contractor Proposal, by reference

p.	Exhibit O	Certificate of Vote
q.	Exhibit P	Certificate of Authority
r.	Exhibit Q	Certificate of Insurance
s.	Exhibit R	Proposal Transmittal Form Letter
t.	Exhibit S	Funding Sources

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*, as stated in Appendix G, of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6.
b. State of New Hampshire, Department of Safety Contract 2007-060.
c. RFP 2007-060 Automated Fuel Toll System, dated February 21, 2007 with Addenda #1 and #2 incorporated; then
d. The Contractor Proposal to RFP 2007-060, dated April 6, 2007.
e. The IT Project Required Work Procedures, Section G-2 of the RFP

1.3 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 may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. Zytax shall not be responsible for any delay, act, or omission of such other contractors, except that Zytax 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 Zytax.

2. CONTRACT TERM

2.1 Term

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval.

The Contract shall begin on the Effective Date and extend through June 30 2013. The Term may be extended, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees, up to but not beyond December 31, 2014.

Zytax shall commence work upon issuance of a Notice to Proceed by the State. If Zytax commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Zytax and the State shall be under no obligation to pay Zytax for any costs incurred or Services performed.

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

3. COMPENSATION

3.1 Contract Price

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

4. CONTRACT MANAGEMENT

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

4.1 Zytax Contract Manager

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

Nick Mirgeaux
Account Executive
One Greenway Plaza, Suite 310, Houston, TX 77046
TEL: (713) 222-5776
CELL: (832) 858-4498
FAX:(713) 222-5701
EMAIL:nmirgeaux@fuelquest.com

4.2 Zytax Project Manager

4.2.1 Contract Project Manager

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

4.2.2 The Zytax Project Manager shall have full authority to make binding decisions under the Contract, and shall function as Zytax's representative for all administrative and management matters. Zytax'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. The Zytax'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. Zytax's Project Manager must work diligently and use his/ her best efforts on the Project. Zytax's Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 Zytax shall not change its assignment of the Zytax Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Zytax's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Zytax 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 SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. Zytax shall assign a replacement Zytax Project Manager within ten (10) business days of the departure of the prior Zytax Project Manager, and Zytax shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Zytax Project Manager.

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

4.2.5 The Zytax Project Manager is:

Kenneth Dunlap
Tax Project Manager
One Greenway Plaza, Suite 310
Houston, TX 77046
Tel: (713) 222-5383
FAX:(713) 222-5701
EMAIL:kdunlap@fuelquest.com

4.3 Zytax Key Project Staff

4.3.1 Zytax shall assign Key Project Staff who meet the requirements of the Contract, and can implement the AFTS Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Zytax Key Project Staff. The State reserves the right to require removal or reassignment of Zytax's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.

4.3.2 Zytax shall not change any Zytax Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Zytax Key Project Staff shall not be unreasonably withheld. The replacement Zytax Key Project Staff shall have comparable or greater skills than the Zytax Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described above in SOW Section 4.2.1 and in SOW Section 4.10: *Background Checks*.

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Zytax in default and to pursue its remedies at law and in equity, if Zytax fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 Zytax Key Project Staff shall consist of the following individuals in the roles identified below:

Key Members of the Zytax Team are:

Key Member(s)	Title
Timothy Blaney	**Vice President of Technology**
Steve Shannon	**Director of Product Management**
Cheryl Gilson	**Tax Product Architect**
Rod Ratajczak	**Applications Development Manager**

4.4 State Contract Manager

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

Wesley J. Colby
Department of Safety
39 Hazen Drive2387
TEL: (603) 271-1011
FAX: (603) 271-4017
EMAIL: wcolby@safety.state.nh.us

4.5 State Project Manager

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

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

The State Project Manager is:
Scott R. Bryer, CPA
Department of Safety
39 Hazen Drive2387
Tel: (603) 271-2387
FAX: (603) 271-6758
Email: bryers@safety.state.nh.us

4.6 State Meetings and Reports

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

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

Introductory Meeting: Participants shall include Zytax Key Project Staff and State Project Leaders from both the Road Toll Bureau and the Office of Information Technology. This meeting shall enable leaders to become acquainted and establish any preliminary Project procedures.
Kickoff Meeting: Participants shall include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that shall follow.
Status Meetings: Participants shall include, at the minimum, the Zytax Project Manager and the State Project Manager. These meetings, which shall be conducted at least biweekly, shall address overall Project status', error report reviews and any additional

topics needed to remain on Schedule and within budget. A status and error report from Zytax shall serve as the basis for discussion.
The Work Plan: must be reviewed at each Status Meeting and updated, at minmum, on a weekly basis, in accordance with the Contract.
Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

The Zytax Project Manager or Zytax Key Project Staff shall submit biweekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

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

As reasonably requested by the State, Zytax shall provide the State with information or reports regarding the Project. Zytax 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.

4.7 State-Owned Documents and Data

Zytax 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 termination of the Contract, Zytax shall turn over all State-Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

Zytax 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.

Zytax 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. Zytax 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 all appeals.

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 termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. Zytax shall include the record retention and review requirements of this section in any of its subcontracts.

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

4.9 Accounting Requirements

Zytax 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.

4.10 Background Checks

The State may, at its sole expense, conduct background screening of the Zytax Project Manager and Zytax Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality.*

5. DELIVERABLES

5.1 Deliverables and Services

Zytax shall provide the State with the Deliverables and Services required under this Contract, and as more fully set forth herein and in Contract Exhibit A: *Contract Deliverables*.

5.2 Non-Software and Written Deliverables Review and Acceptance

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

5.3 System/Software Testing and Acceptance

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

6. SOFTWARE

6.1 COTS Software and Documentation

Zytax shall provide the State with COTS Software Licenses and Documentation set forth in Contract Exhibit J: *Software License and Related Terms*.

6.2 COTS Software Support and Maintenance

Zytax shall provide the State with COTS Software support and maintenance Services set forth in Contract Exhibit G: *Maintenance and Support Services*.

6.3 Custom Software and Documentation

Zytax shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in SOW Section 11: *Intellectual Property*, herein.

6.4 Custom Software Support and Maintenance

Zytax shall provide the State with Custom Software support and maintenance Services set forth in Contract Exhibit G: *Maintenance and Support Services*.

7. WARRANTY

Zytax shall provide the Warranties and Warranties Services set forth in Contract Exhibit K: *Warranty and Warranty Services*.

8. SERVICES

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS-RFP 2007-060
STATEMENT OF WORK

8.1 Administrative Services

Zytax shall provide the State with the Administrative Services set forth in Contract Exhibit D: *Administrative Services*.

8.2 Implementation Services

Zytax shall provide the State with the Implementation Services set forth in Contract Exhibit E: *Implementation Services*.

8.3 Testing Services

Zytax shall perform Testing Services for the State set forth in, Contract Exhibit F: *Testing Services*.

8.4 Training Services

Zytax shall provide the State with Training Services set forth in Contract Exhibit L: *Training Services*.

8.5 Maintenance and Support Services

Zytax shall provide the State with Maintenance and Support Services for the Software set forth in Contract Exhibit G: *System Maintenance and Support*.

9. WORK PLAN DELIVERABLE

Zytax 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*. Zytax 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 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 Zytax from liability to the State for damages resulting from Zytax'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, Zytax must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Zytax or the State causing the problem; its estimated duration; 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 Zytax 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 Zytax's failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

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

Zytax 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 Zytax's requested Change Order within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Orders shall be subject to the Contract amendment process set forth in Section 13.16 of this SOW, as determined to apply by the State. Mutually agreed to Change Orders may increase the Firm Fixed Price set forth in Exhibit B only with a contract amendment approved by Governor and Executive Council.

11. INTELLECTUAL PROPERTY

11.1 State's Business

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 Zytax. The State may not re-license, rent or lease the Software or use the Software for third-party training, commercial time-sharing, or service bureau use.

11.2 Zytax's Materials

Subject to the provisions of this Contract, Zytax 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, Zytax shall not distribute any products containing or disclose any State Confidential Information. Zytax 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 Zytax employees or third party consultants engaged by Zytax.

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.

11.3 Copyright

11.3.1 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.

11.4 Custom Software Source Code

Upon request, Zytax shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. Subject to the terms and conditions of the Contract Documents, the State shall receive a worldwide, perpetual, irrevocable, Non-Exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

11.5 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

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

12.2 State Confidential Information

Zytax shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Zytax in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Zytax shall immediately notify the State if any request, subpoena or other legal process is served upon Zytax regarding the State Confidential Information, and Zytax shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, Zytax shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 Zytax Confidential Information

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

12.4 Survival

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Zytax notice of such termination. ZyTax shall have the right to suspend performance of its obligations hereunder during the period of time that any payments are withheld in accordance with this Section.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

13.2 Compliance by Zytax with Laws and Regulations: Equal Employment Opportunity

13.2.1 In connection with the performance of the Contract, Zytax shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon Zytax, including, but not limited to, civil rights and equal opportunity laws. Zytax shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.

13.2.2 During the Term of the Contract, Zytax shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, Zytax 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 issues to implement these regulations. Zytax further agrees to permit the State or United States, access to any of Zytax's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Government Approvals

Zytax shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 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 Zytax with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

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

13.5 Personnel

13.5.1 The performance of Zytax's obligations under the Contract shall be carried out by Zytax. Zytax shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Zytax's obligations under the Contract.

13.5.2 Zytax shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The Commissioner of the Department of Safety, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

13.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Nick Mirgeaux Account Executive	Scott R. Bryer, CPA State Project Manager (PM)	5 Business Days
First	Steve Shannon Tax Products Manager	Wesley J. Colby, State Contract Manager	10 Business Days
Second	Ray Coufal, CPA Chief Financial Officer	John J. Barthelmes Commissioner of Safety	15 Business Days

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

13.7 Termination

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide Zytax written notice of default, and Zytax must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If Zytax fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare Zytax in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares Zytax in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to Zytax under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and Zytax shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to 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 limitation of liability set forth in this Contract; and

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

13.7.1.2 In the event of default by the State, Zytax shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by Zytax. If State fails to cure the default within the Cure Period, ZyTax may, at its sole discretion, terminate the Contract, declare State in default, and pursue its remedies at law or in equity, or both.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Zytax. In the event of a termination for convenience, the State shall pay

Zytax the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services 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.

13.7.2.2 During the thirty (30) day period, Zytax 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.

13.7.3 Termination for Conflict of Interest

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance. The State shall pay all other contracted payments that would have become due and payable if Zytax did not know, or reasonably did not know, of the conflict of interest.

13.7.2.2 In the event the Contract is terminated as provided above and Zytax knew or should have known of such a conflict, the State shall be entitled to declare Zytax in default, and to pursue remedies available at law and in equity.

13.7.4 Termination Procedure

13.7.4.1 After receipt of a notice of termination, and except as otherwise directed by the State, Zytax 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 SOW Section;

c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of Zytax and in which the State has an interest;

d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

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

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

13.8 Force Majeure

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

13.9 Zytax's Relation to the State

In the performance of the Contract, Zytax is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Zytax nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.10 Assignment, Delegation and Subcontracts

13.10.1 Zytax 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.

13.10.2 Zytax shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: not relieve Zytax of any of its obligations under the Contract; not affect any remedies available to the State against Zytax that may arise from any event of default; and the State shall consider Zytax to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. 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.

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit Zytax from assigning the Contract to the successor of all or substantially all of the assets or business of Zytax provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Zytax should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with Zytax, its successors or assigns for the full remaining Term of the Contract; continue under the Contract with Zytax, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Zytax, its successors or assigns.

13.11 Indemnification

13.11.1 Zytax shall indemnify, defend 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 Zytax, its personnel or agents in connection with Zytax's performance of the Contract. The procedures for indemnification and the obligations for the State are set forth in Exhibit J Section 8.

13.11.2 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.

13.11.3 Survival

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 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. 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.

13.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall Zytax be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Zytax's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the General Provisions form (P-37). Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to Zytax's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

13.12.3 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.

13.12.4 Survival

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract Conclusion.

13.13 Insurance

13.13.1 Zytax Insurance Requirement

Zytax shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident; and

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

13.14 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of Zytax.

13.15 Notice

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

TO Zytax:	TO STATE:
Nick Mirgeaux	Scott R. Bryer, CPA State of New Hampshire
ZyTax, Inc. One Greenway Plaza, Suite 310 Houston, TX 77046 Tel: (713) 222-5776	Department of Safety 33 Hazen Drive Concord, NH 03305 Tel: (603) 271-2387

13.16 Amendment

The Contract 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.

13.17 Construction of Contract and Terms

The Contract 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 successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.18 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

13.19 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

13.20 Contract Exhibits

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

13.21 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 SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

13.22 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.

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ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS RFP 2007-060
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

ZyTax shall provide the State with an Automated Fuel Toll System (AFTS) which shall meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, ZyTax 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.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing shall be effective for the Term of this Contract.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table 2.1 MFD

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Project Work Plan	Written	08/01/2008
2	Initiation Phase	–	08/01/2008
2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008
2b	Communications and Change Management Plan	Written	08/01/2008
2c	Software Change Control Process Document	Written	08/01/2008
2d	Documentation of Operational Procedures	Written	08/01/2008
3	Configuration Phase	–	10/31/2008
3a	Software Configuration/Design Documentation	Written	10/31/2008
3b	Requirements Traceability Matrix	Written	10/31/2008
3c	Software Configuration Plan	Written	10/31/2008
4	Implementation Phase	–	07/03/2009
4a	Project Status Reports	Written	Weekly

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4b	Automated Fuel Toll System (AFTS) Software (MFD)	Software	07/03/2009
4c	ERP Software Interface	Software	07/03/2009
4d	Recommended Required Upgrades to State Infrastructure Report	Written	11/28/2008
4e	Knowledge Transfer Plan	Written	05/01/2009
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008
4h	Data Conversion Plan and Design	Written	01/30/2009
4i	Deployment Plan	Written	05/01/2009
4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009
4k	End User Support Plan	Written	06/05/2009
4l	Fully Tested Data Conversion Software	Software	05/01/2009
4m	Conduct Unit and System Testing	Non-Software	05/01/2009
4n	Conduct Integration Testing	Non-Software	05/01/2009
4o	Conduct User Acceptance Testing	Non-Software	06/05/2009
4p	Perform Production Tests	Non-Software	07/03/2009
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009
4r	Converted Data Loaded Into Production Environment	Software	07/03/2009
4s	Tool for archiving schedule, return, and taxpayer related Data	Software	07/03/2009
4t	Conduct Training	Non-Software	06/05/2009
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009
4v	Cutover to New Software	Non-Software	07/03/2009
5	Project Close Out	–	08/07/2009
5a	Conduct Project Exit Meeting	Non-Software	07/15/2009
5b	Software Licenses	Written	07/07/2009
5c	Documentation	Written	06/05/2009

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Table 2.2 OPC

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Project Work Plan	Written	08/01/2008
2	Initiation Phase	–	08/01/2008
2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008
2b	Communications and Change Management Plan	Written	08/01/2008
2c	Software Change Control Process Document	Written	08/01/2008
2d	Documentation of Operational Procedures	Written	08/01/2008
3	Configuration Phase	–	10/31/2008
3a	Software Configuration/Design Documentation	Written	10/31/2008
3b	Requirements Traceability Matrix	Written	10/31/2008
3c	Software Configuration Plan	Written	10/31/2008
4	Implementation Phase	–	07/03/2009
4a	Project Status Reports	Written	Weekly
4b	Automated Fuel Toll System (AFTS) Software (OPC)	Software	07/03/2009
4c	ERP Software Interface	Software	07/03/2009
4d	Recommended Required Upgrades to State Infrastructure Report	Written	11/28/2008
4e	Knowledge Transfer Plan	Written	05/01/2009
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008
4h	Data Conversion Plan and Design	Written	01/30/2009
4i	Deployment Plan	Written	05/01/2009
4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009
4k	End User Support Plan	Written	06/05/2009

4l	Fully Tested Data Conversion Software	Software	05/01/2009
4m	Conduct Unit and System Testing	Non-Software	05/01/2009
4n	Conduct Integration Testing	Non-Software	05/01/2009
4o	Conduct User Acceptance Testing	Non-Software	06/05/2009
4p	Perform Production Tests	Non-Software	07/03/2009
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009
4r	Converted Data Loaded into Production Environment	Software	07/03/2009
4s	Tool for archiving schedule, return, and taxpayer related Data	Software	07/03/2009
4t	Conduct Training	Non-Software	06/05/2009
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009
4v	Cutover to New Software	Non-Software	07/03/2009
5	Project Close Out	–	08/07/2009
5a	Conduct Project Exit Meeting	Non-Software	07/15/2009
5b	Software Licenses	Written	07/07/2009
5c	Documentation	Written	06/05/2009

Table 2.3 Transporter

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Project Work Plan	Written	08/01/2008
2	Initiation Phase	–	08/01/2008
2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008
2b	Communications and Change Management Plan	Written	08/01/2008
2c	Software Change Control Process Document	Written	08/01/2008
2d	Documentation of Operational Procedures	Written	08/01/2008
3	Configuration Phase	–	10/31/2008
3a	Software Configuration/Design	Written	10/31/2008

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	Documentation		
3b	Requirements Traceability Matrix	Written	10/31/2008
3c	Software Configuration Plan	Written	10/31/2008
4	Implementation Phase	–	07/03/2009
4a	Project Status Reports	Written	Weekly
4b	Automated Fuel Toll System (AFTS) Software (Transporter)	Software	07/03/2009
4c	ERP Software Interface	Software	07/03/2009
4d	Recommended Required Upgrades to State Infrastructure Report	Written	11/28/2008
4e	Knowledge Transfer Plan	Written	05/01/2009
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008
4h	Data Conversion Plan and Design	Written	01/30/2009
4i	Deployment Plan	Written	05/01/2009
4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009
4k	End User Support Plan	Written	06/05/2009
4l	Fully Tested Data Conversion Software	Software	05/01/2009
4m	Conduct Unit and System Testing	Non-Software	05/01/2009
4n	Conduct Integration Testing	Non-Software	05/01/2009
4o	Conduct User Acceptance Testing	Non-Software	06/05/2009
4p	Perform Production Tests	Non-Software	07/03/2009
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009
4r	Converted Data Loaded Into Production Environment	Software	07/03/2009
4s	Tool for archiving schedule, return, and taxpayer related Data	Software	07/03/2009
4t	Conduct Training	Non-Software	06/05/2009
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009
4v	Cutover to New Software	Non-Software	07/03/2009
5	Project Close Out	–	08/07/2009

5a	Conduct Project Exit Meeting	Non-Software	07/15/2009
5b	Software Licenses	Written	07/07/2009
5c	Documentation	Written	06/05/2009

Table 2.4 Account Management

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Project Work Plan	Written	08/01/2008
2	Initiation Phase	–	08/01/2008
2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008
2b	Communications and Change Management Plan	Written	08/01/2008
2c	Software Change Control Process Document	Written	08/01/2008
2d	Documentation of Operational Procedures	Written	08/01/2008
3	Configuration Phase	–	10/31/2008
3a	Software Configuration/Design Documentation	Written	10/31/2008
3b	Requirements Traceability Matrix	Written	10/31/2008
3c	Software Configuration Plan	Written	10/31/2008
4	Implementation Phase	–	07/03/2009
4a	Project Status Reports	Written	Weekly
4b	Automated Fuel Toll System (AFTS) Software (Account Management)	Software	07/03/2009
4c	ERP Software Interface	Software	07/03/2009
4d	Recommended Required Upgrades to State Infrastructure Report	Written	11/28/2008
4e	Knowledge Transfer Plan	Written	05/01/2009
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008
4h	Data Conversion Plan and Design	Written	01/30/2009

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4i	Deployment Plan	Written	05/01/2009
4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009
4k	End User Support Plan	Written	06/05/2009
4l	Fully Tested Data Conversion Software	Software	05/01/2009
4m	Conduct Unit and System Testing	Non-Software	05/01/2009
4n	Conduct Integration Testing	Non-Software	05/01/2009
4o	Conduct User Acceptance Testing	Non-Software	06/05/2009
4p	Perform Production Tests	Non-Software	07/03/2009
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009
4r	Converted Data Loaded into Production Environment	Software	07/03/2009
4s	Tool for archiving schedule, return, and taxpayer related Data	Software	07/03/2009
4t	Conduct Training	Non-Software	06/05/2009
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009
4v	Cutover to New Software	Non-Software	07/03/2009
5	Project Close Out	–	08/07/2009
5a	Conduct Project Exit Meeting	Non-Software	07/15/2009
5b	Software Licenses	Written	07/07/2009
5c	Documentation	Written	06/05/2009

SCHEDULES

Delivery date schedules are based on a Governor and Council approval date of June 25, 2008. Schedules will be automatically set back a day for every day the Governor and Council approval date is delayed.

TRAINING DELIVERABLES

Training shall 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*.

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3. SOFTWARE LICENSES

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

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PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling $1,613,693 for the period between the Effective Date through June 30 2013 ZyTax shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow ZyTax to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1.1 MFD: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Project Work Plan	Written	08/01/2008	
2	Initiation Phase	–	08/01/2008	26,181
2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008	
2b	Communications and Change Management Plan	Written	08/01/2008	
2c	Software Change Control Process Document	Written	08/01/2008	
2d	Documentation of Operational Procedures	Written	08/01/2008	
3	Configuration Phase	–	10/31/2008	65,453
3a	Software Configuration/Design Documentation	Written	10/31/2008	
3b	Requirements Traceability Matrix	Written	10/31/2008	
3c	Software Configuration Plan	Written	10/31/2008	
4	Implementation Phase	–	07/03/2009	21,599
4a	Project Status Reports	Written	Weekly	
4b	Automated Fuel Toll System (AFTS) Software (MFD)	Software	07/03/2009	
4c	ERP Software Interface	Software	07/03/2009	
	Recommended Required	Written	11/28/2008	

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4d	Upgrades to State Infrastructure Report			
4e	Knowledge Transfer Plan	Written	05/01/2009	
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009	
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008	
4h	Data Conversion Plan and Design	Written	01/30/2009	
4i	Deployment Plan	Written	05/01/2009	
4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009	
4k	End User Support Plan	Written	06/05/2009	
4l	Fully Tested Data Conversion Software	Software	05/01/2009	
4m	Conduct Unit and System Testing	Non-Software	05/01/2009	
4n	Conduct Integration Testing	Non-Software	05/01/2009	
4o	Conduct User Acceptance Testing	Non-Software	06/05/2009	
4p	Perform Production Tests	Non-Software	07/03/2009	
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009	
4r	Converted Data Loaded into Production Environment	Software	07/03/2009	
4s	Tools for Backup and Recovery of all Applications and Data	Software	07/03/2009	
4t	Conduct Training	Non-Software	06/05/2009	
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009	
4v	Cutover to New Software	Non-Software	07/03/2009	
5	Project Close Out	–	08/07/2009	4,582
5a	Conduct Project Exit Meeting	Non-Software	07/15/2009	
5b	Software Licenses	Written	07/07/2009	
5c	Documentation	Written	06/05/2009	
	Project Hold Back			20,791
	Total			138,606

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Table 1.2 OPC: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Project Work Plan	Written	08/01/2008	
2	Initiation Phase	–	08/01/2008	26,181
2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008	
2b	Communications and Change Management Plan	Written	08/01/2008	
2c	Software Change Control Process Document	Written	08/01/2008	
2d	Documentation of Operational Procedures	Written	08/01/2008	
3	Configuration Phase	–	10/31/2008	65,453
3a	Software Configuration/Design Documentation	Written	10/31/2008	
3b	Requirements Traceability Matrix	Written	10/31/2008	
3c	Software Configuration Plan	Written	10/31/2008	
4	Implementation Phase	–	07/03/2009	21,599
4a	Project Status Reports	Written	Weekly	
4b	Automated Fuel Toll System (AFTS) Software (OPC)	Software	07/03/2009	
4c	ERP Software Interface	Software	07/03/2009	
4d	Recommended Required Upgrades to State Infrastructure Report	Written	11/28/2008	
4e	Knowledge Transfer Plan	Written	05/01/2009	
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009	
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008	
4h	Data Conversion Plan and Design	Written	01/30/2009	
4i	Deployment Plan	Written	05/01/2009	

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4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009	
4k	End User Support Plan	Written	06/05/2009	
4l	Fully Tested Data Conversion Software	Software	05/01/2009	
4m	Conduct Unit and System Testing	Non-Software	05/01/2009	
4n	Conduct Integration Testing	Non-Software	05/01/2009	
4o	Conduct User Acceptance Testing	Non-Software	06/05/2009	
4p	Perform Production Tests	Non-Software	07/03/2009	
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009	
4r	Converted Data Loaded into Production Environment	Software	07/03/2009	
4s	Tools for Backup and Recovery of all Applications and Data	Software	07/03/2009	
4t	Conduct Training	Non-Software	06/05/2009	
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009	
4v	Cutover to New Software	Non-Software	07/03/2009	
5	Project Close Out	–	08/07/2009	4,582
5a	Conduct Project Exit Meeting	Non-Software	07/15/2009	
5b	Software Licenses	Written	07/07/2009	
5c	Documentation	Written	06/05/2009	
	Project Hold Back			20,791
	Total			138,606

Table 1.3 Transporter: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Project Work Plan	Written	08/01/2008	
2	Initiation Phase	–	08/01/2008	26,181

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2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008	
2b	Communications and Change Management Plan	Written	08/01/2008	
2c	Software Change Control Process Document	Written	08/01/2008	
2d	Documentation of Operational Procedures	Written	08/01/2008	
3	Configuration Phase	–	10/31/2008	65,453
3a	Software Configuration/Design Documentation	Written	10/31/2008	
3b	Requirements Traceability Matrix	Written	10/31/2008	
3c	**Software Configuration Plan**	**Written**	10/31/2008	
4	**Implementation Phase**	–	07/03/2009	21,599
4a	**Project Status Reports**	**Written**	**Weekly**	
4b	**Automated Fuel Toll System (AFTS) Software (Transporter)**	**Software**	07/03/2009	
4c	**ERP Software Interface**	**Software**	07/03/2009	
4d	Recommended Required Upgrades to State Infrastructure Report	Written	11/28/2008	
4e	Knowledge Transfer Plan	Written	05/01/2009	
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009	
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008	
4h	Data Conversion Plan and Design	Written	01/30/2009	
4i	Deployment Plan	Written	05/01/2009	
4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009	
4k	End User Support Plan	Written	06/05/2009	
4l	Fully Tested Data Conversion Software	Software	05/01/2009	
4m	Conduct Unit and System Testing	Non-Software	05/01/2009	
4n	Conduct Integration Testing	Non-Software	05/01/2009	

4o	Conduct User Acceptance Testing	Non-Software	06/05/2009	
4p	Perform Production Tests	Non-Software	07/03/2009	
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009	
4r	Converted Data Loaded into Production Environment	Software	07/03/2009	
4s	Tools for Backup and Recovery of all Applications and Data	Software	07/03/2009	
4t	Conduct Training	Non-Software	06/05/2009	
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009	
4v	Cutover to New Software	Non-Software	07/03/2009	
5	Project Close Out	–	08/07/2009	4,582
5a	Conduct Project Exit Meeting	Non-Software	07/15/2009	
5b	Software Licenses	Written	07/07/2009	
5c	Documentation	Written	06/05/2009	
	Project Hold Back			20,791
	Total			138,606

Table 1.4 Account Management: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Project Work Plan	Written	08/01/2008	
2	Initiation Phase	–	08/01/2008	
2a	Conduct Project Kickoff Meeting	Non-Software	07/22/2008	
2b	Communications and Change Management Plan	Written	08/01/2008	
2c	Software Change Control Process Document	Written	08/01/2008	
2d	Documentation of Operational Procedures	Written	08/01/2008	
3	Configuration Phase	–	10/31/2008	

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3a	Software Configuration/Design Documentation	Written	10/31/2008	
3b	Requirements Traceability Matrix	Written	10/31/2008	
3c	Software Configuration Plan	Written	10/31/2008	
4	Implementation Phase	–	07/03/2009	
4a	Project Status Reports	Written	Weekly	
4b	Automated Fuel Toll System (AFTS) Software (Account Management)	Software	07/03/2009	
4c	ERP Software Interface	Software	07/03/2009	
4d	Recommended Required Upgrades to State Infrastructure Report	Written	11/28/2008	
4e	Knowledge Transfer Plan	Written	05/01/2009	
4f	Systems Interface Plan and Design/Capability	Written	05/01/2009	
4g	Detailed Testing Plan and Testing Results	Written	11/28/2008	
4h	Data Conversion Plan and Design	Written	01/30/2009	
4i	Deployment Plan	Written	05/01/2009	
4j	Comprehensive Training Plan and Curriculum	Written	05/01/2009	
4k	End User Support Plan	Written	06/05/2009	
4l	Fully Tested Data Conversion Software	Software	05/01/2009	
4m	Conduct Unit and System Testing	Non-Software	05/01/2009	
4n	Conduct Integration Testing	Non-Software	05/01/2009	
4o	Conduct User Acceptance Testing	Non-Software	06/05/2009	
4p	Perform Production Tests	Non-Software	07/03/2009	
4q	Functioning In-Bound and Out-Bound Interfaces	Software	05/01/2009	
4r	Converted Data Loaded into Production Environment	Software	07/03/2009	
4s	Tools for Backup and Recovery of all Applications and Data	Software	07/03/2009	

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4l	Conduct Training	Non-Software	06/05/2009	
4u	Load RTS data from the old system into new AFTS system.	Non-Software	07/03/2009	
4v	Cutover to New Software	Non-Software	07/03/2009	
5	Project Close Out	–	08/07/2009	
5a	Conduct Project Exit Meeting	Non-Software	07/15/2009	
5b	Software Licenses	Written	07/07/2009	
5c	Documentation	Written	08/05/2009	
	Project Hold Back			
	Total			Not Applicable*

*** Note- There are no implementation costs shown in the Account Management Module Table 1.4, but the table is required to record due dates. The cost of Account Management implementation is imbedded in and shared equally by the MFD, OPC, and Transporter module implementation efforts.**

Table 2 – Detailed License Deliverables and Pricing.

Description	License Enterprise	Quantity	Net Price-License
Application Products			
Government		1	$250,000
ADIP		1	$50,000
Web Filing		1	$100,000
Cross Matching		1	$200,000
Archiving		1	$25,000
Account Management		1	$22,500
Grand Sub Total			**$647,500**

Note- MFD, OPC and Transporter Modules share the component licenses detailed in Table 2 equally.

Table 3- ZyTax Rates Pricing Worksheet (Hourly Rates)

Position Title	SFY 2009 7/1/2008-	SFY 2010 7/1/2009-	SFY 2011 7/1/2010-	SFY 2012 7/1/2011-	SFY 2013 7/1/2012-

	6/30/2009	6/30/2010	6/30/2011	6/30/2012	6/30/2013
All Positions	125	125	125	125	125

Note – ZyTax uses a blended rate, all positions will use $125 per hour for future work.

Table 4 License and Maintenance Pricing

Software or Service Description	Cost of Initial Software License	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	Total:
Government	$250,000	$12,500	$50,000	$50,000	$50,000	$50,000	
ADIP	$50,000	$2,500	$10,000	$10,000	$10,000	$10,000	
Web Filing	$100,000	$5,000	$20,000	$20,000	$20,000	$20,000	
Cross Matching	$200,000	$10,000	$40,000	$40,000	$40,000	$40,000	
Archiving	$25,000	$1,250	$5,000	$5,000	$5,000	$5,000	
Account Management	$22,500	$1,125	$4,500	$4,500	$4,500	$4,500	
Total:	$647,500						
Maintenance Total		$32,375	$129,500	$129,500	$129,500	$129,500	
Implementation	$415,818						
Grand Total	$1,063,318	$32,375	$129,500	$129,500	$129,500	$129,500	$1,613,693

Note- MFD, OPC, and Transporter functionality is derived from ZyTax modules listed in Table 4 above.

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary (except SOW Section 10), and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,613,693 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ZyTax for all fees and expenses, of whatever nature, incurred by ZyTax in the performance hereof. The State shall not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

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PRICE AND PAYMENT SCHEDULE

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State shall pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices shall not be backdated and shall be promptly dispatched.

Software License and Maintenance fees shall be invoiced in accordance with the following schedule:
Software License Fees:
33% upon contract execution and award of licenses to software modules, currently operational but not yet customized to State of NH.
33% upon Design Signoff
34% upon completion of UAT
Software Maintenance Fees:
100% upon start of each annual maintenance period which will commence with the successful completion of the Implementation Phase.

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

Invoices shall be sent to:
State of New Hampshire
Department of Safety Business Office
33 Hazen Drive Concord NH 03305

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

ZyTax, Inc.
PO Box 671582
Dallas, TX 75267-1582

5. OVERPAYMENTS TO ZyTax

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

6. CREDITS

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

7. PROJECT HOLDBACK

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

8. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to ZyTax under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

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EXHIBIT C
SPECIAL PROVISIONS

1.0 **Statement of Work Paragraph 13.13.1:** *HLN Insurance Requirement* item a. which reads:

a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident; and

is changed to read:

a. 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 $1,000,000 per incident and $2,000,000 in aggregate; and

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATUS REPORTS

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

ZyTax shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. ZyTax's Project Manager shall assists the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. ZyTax must produce project status reports, which shall contain, at a minimum, the following:

a. Project status as it relates to Work Plan
b. Deliverables status
c. Accomplishments during weeks being reported
d. Planned activities for the upcoming two week period
e. Staff time reporting
f. Issues and concerns requiring resolution
g. Financial Status to be updated once a month

2. STATE-OWNED DOCUMENTS AND DATA

ZyTax 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, ZyTax 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. Documents must be provided in both printed and electronic format.

ZyTax hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

3. ACCOUNTING REQUIREMENTS

ZyTax 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.

4. WORK HOURS

ZyTax personnel shall work normal business hours between 8:00 am and 5:00 pm CST, 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.

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EXHIBIT E
IMPLEMENTATION SERVICES

ZyTax shall provide the State with the following Services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. ZyTax shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan. Major Milestones for the MFD, OPC and Transporter Module include:

  a. The delivery of the State approved Work Plan,
  b. the Initiation Phase,
  c. the Configuration Phase,
  d. The Implementation Phase,
  e. Project close out, and
  f. The payment of Holdback after the Warranty period.

B. ZyTax and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives. The ZyTax team shall provide training templates as defined in the Training Plan, which shall be customized to address the State's specific requirements.

Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

C. ZyTax 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.

D. ZyTax 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.

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

1.2 Timeline

The timeline is set forth in the Work Plan.

1.2.1 Planning

During the initial planning period Project task and resource plans shall be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.2 Project Infrastructure

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

1.2.3 Implementation

Timing shall be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes shall be documented, training established, and the application shall be ready for implementation in accordance with the State's schedule.

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

1.2.4 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

2.1 Servers Purchased by the State

The State has purchased, with advice from ZyTax , the following servers:

Number	Model	Memory	Storage	Purpose
2	HP DL-360	4 GB	3 X 72 GB	Web Server
2	HP DL-380	6 GB	6 X 146 GB	Application and Data Servers

ZyTax shall advise the State on current and future hardware purchases relevant to the Zytax application.

The ZyTax team shall provide the consulting Services for the Contract. Its approach includes but is not limited to the following:

2.2 Server Access

ZyTax shall provide Pre-Production Administration Services contingent upon the State arranging server resources and services acceptable to ZyTax and, if server resources are arranged through a third party, contingent upon adequate service levels and response times from such third party. ZyTax shall provide advice and reasonable assistance to State staff or third party hosting provider to promote availability of servers and to schedule backup activities. However, ZyTax is not responsible for service interruptions or unavailability of the State or third-party test and development instances.

2.3 Data Conversion and Loading

ZyTax shall load RTS Data from the old system into new AFTS system.

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TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

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

All Testing and Acceptance addressed herein (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, and support of the State during User Acceptance Testing and Implementation. In addition, ZyTax 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. ZyTax shall correct Deficiencies and support required re-testing as described below.

1.1 Test Planning and Preparation

ZyTax shall provide the State with a Test Plan that shall include identification, preparation, and documentation of planned testing, requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and "bug" tracking system.

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

1.2 Unit Testing

In Unit Testing, ZyTax 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 ZyTax developer, who is responsible for a specific unit of work, shall be responsible for conducting the unit testing of their modules.

[illegible]	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
[illegible]	For application modules, conversions and interfaces the ZyTax team shall identify applicable test scripts and installation instructions, adapt them to the project specifics, test the process, and compare with the documented expected results.
[illegible]	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 ZyTax team(s) to confirm that the AFTS 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 with other systems, and verifies that the new AFTS System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
ZyTax Team Responsibilities	• 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

[illegible]	scripts. • Execute all system integration tests. • Report the detailed results of the system integration tests.
State Responsibilities	• Work jointly with ZyTax to develop the Systems Integration Test specifications. • Work jointly with ZyTax to develop and load the data profiles to support the test specifications. • Work jointly with ZyTax to validate components of the test scripts.
Work Product Description	• The Integration-Tested System indicates that all system modules work together properly and that interfaces between the AFTS 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 AFTS Application. As the AFTS Application is interfaced to legacy or third-party applications, and interfaces, test the flow of the converted Data through these interface points.
ZyTax Responsibilities	For conversions and interfaces, the ZyTax team shall execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Assist ZyTax in extracting and cleansing, 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 AFTS 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 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.

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The State shall be presented with all testing results, as well as written Certification that ZyTax 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 ZyTax that the AFTS System is installed, configured, complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the specified Acceptance Criteria and in the requirements defined in the ZyTax's proposal response. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the AFTS 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 results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance Criteria that support the successful execution of approved AFTS processes.
ZyTax Team Responsibilities	• Provide the State an Acceptance test plan and selection of test scripts for the User 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	• 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 ZyTax 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 AFTS System meets the User Acceptance Criteria defined in the Work Plan.

.7 Regression Testing

ZyTax shall be responsible for developing the test plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems shall be identified that require correction. ZyTax shall perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State 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.

When a programming change is made in response to a problem identified during user testing, a Regression Test Plan must be developed by ZyTax based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/update is incorporated into the program; and second, to validate that there are no unintended changes to the other portions of the program.

ZyTax shall:

1. Create a set of test conditions, test cases, and test data that shall validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that shall validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

ZyTax shall 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, ZyTax shall assess the risks inherent in the modification being implemented, identify and assess any unintended consequences, and weigh those risks against the time and effort required for conducting the Regression Tests.

1.8 Successful UAT Completion

Upon successful completion of UAT, the State shall 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.*

1.9 System Acceptance

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

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

1.1 ZyTax's Responsibility

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

1.1.1 Maintenance Releases

ZyTax 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. ZyTax will provide support to the State for installing, configuring, and implementing AFTS maintenance releases.

General maintenance releases and documentation will be provided on a scheduled basis (e.g., quarterly, semi-annual, etc.) on a schedule agreed to by ZyTax and the State during the Initiation phase of the project. ZyTax shall send notice to the State thirty (30) days before the release is available.

ZyTax will notify the State of the intended release of selected functionality releases and patches and related documentation as soon as it the expected release is defined by ZyTax. When the expected release is ready, ZyTax will again notify the State five (5) business days before the release is available.

1.1.2 Custom Software Licenses

Subject to the terms and conditions of the Contract Documents, the State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up limited right and license to use, copy, modify and prepare derivative works of the Custom Software, subject to any restrictions of any third-party materials embodied in the Custom Software and disclosed to the State in ZyTax's Proposal.

1.1.3 Custom Software, Interfaces, and Patches

All AFTS program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by ZyTax as needed to meet the requirements, shall support and be compatible with the ZyTax -developed Custom Software and interfaces.

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MAINTENANCE AND SUPPORT SERVICES

2. SYSTEM SUPPORT

2.1 ZyTax's Responsibility

ZyTax shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents or as may be required, including without limitation the requirements, terms, and conditions contained herein.

2.2 System Support Levels

2.2.1 Class Critical Deficiencies

For all Class Critical Deficiencies, ZyTax shall provide, to the State, on-call telephone assistance, with issue tracking, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

2.2.2 Class High Deficiencies (On-site or Remote Support)

For all Class High Deficiencies, ZyTax shall provide support with remote diagnostic services, within eight (8) business hours of a request; and

2.2.3 Class MediumDeficiencies (Telephone Support)

For all Class Medium Deficiencies the State will notify ZyTax of such Deficiencies during Normal Business Hours and ZyTax shall respond back, within 2 business days of notification to acknowledge receipt of error report.

2.2.4 Class Low Deficiencies (Telephone Support)

For all Class Low Deficiencies the State will notify ZyTax of such Deficiencies during Normal Business Hours and ZyTax shall respond back, within 7 business days of notification to acknowledge receipt of error report.

a. All new Software releases as part of the Software licensing maintenance agreement;

b. ZyTax shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the software, and to report and resolve Software problems during normal business hours, 8:00 AM-5:00 PM CST Monday through Friday.

c. On-site or with remote diagnostic Services within four (4) business hours of a request;

d. Repair or replacement of the Software, and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
e. Repair or replace the System, or any portion thereof, that is deficient;
f. Maintain a record of the activities related to maintenance activities performed for the State;

2.3 Term

ZyTax System support shall commence upon the State's issuance of the User Acceptance Test Letter of Acceptance and remain in effect through the end of the Term, June 30, 2013, and any extensions thereof.

3. DATA COLLECTION

3.1 Records

ZyTax shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, ZyTax shall ensure the following information shall 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; and
5. Deficiency resolution information.

3.2 System Monitoring

ZyTax shall 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 System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

4. STATE HELP DESK COVERAGE

ZyTax shall provide training and materials required to assist the State Help Desk prepare for support of the AFTS System through ongoing coordination with the Help Desk on change management and training activities; escalation procedures; interim staffing for peak Help Desk demand periods and transition to a permanent arrangement, development of a Help Desk knowledge base; and metrics based on Help Desk inquiries.

ZyTax will provide suggestions on Help Desk escalation procedures and training for Help Desk agents. ZyTax will provide information that can be used to help seed a State Help Desk knowledge base. A Help Desk management tool, metrics associated with Help Desk inquiries, and interim staffing for Help Desk are all outside of the scope of the ZyTax help desk services.

G-1 SYSTEM REQUIREMENTS AND DELIVERABLES – VENDOR RESPONSE CHECKLIST

TABLE G 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
Req. No:	Requirements/Deliverables	MP	Vendor Comments
1.	General Requirements		
1.1.	System Flexibility: The system shall provide the flexibility to easily and quickly add, delete, or modify forms and facilitate the capability to apply significant analysis and rules based field validation. It also shall provide the capability to easily add new toll rates penalty rates, product types and new interest rates by form line item. The toll rates, penalty rates, product types and interest rates are associated with specific time periods. A single user ID must control all functions for that user without requiring multiple logins.	M	The ZyTax Management Suite for Government is designed facilitate modifications to new forms easily and quickly. T Rates, penalty rates, interest rates, and new product types maintained in tables that are effective date driven so they associated with specific time periods. Rates and products ca maintained manually or via service pack scripts provided by Z The ZyTax Security module is used to control access to ZMS enables a single user ID to access multiple functions with requiring multiple logins.
1.2.	Transaction Number Locator: A unique 11 digit Transaction Locator Number (TLN) must be stored for each return or payment filed and be associated with all corresponding schedules. Once the TLN has been stored it can not be changed.	M	ZMS includes TLN functionality at both the return and sche level along with payment level retention. TLN functionality of the base ZMS application.
1.3.	TLN Format: The TLN has a specific format: DANYYEII999, with DAN being the Day Number, with YY being the year the TLN was created, with EII being the Employee Identification, and with the 999 being the system assigned document process number.	M	The calculation method and format of the TLN can be configu match New Hampshire's required format. This functionality standard component of the ZMS.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
~~DOS RFP 2007-060~~
EXHIBIT H
SYSTEM REQUIREMENTS AND DELIVERABLES

TABLE C-2.1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
1.4.	Additional TLN Requirements: The TLN must be unique across AFTS regardless of the source of return or payment. A unique TLN must be stored for each amended return and be associated with all corresponding schedules. The TLN for the amended return is different than the TLN of the original return. Once the TLN has been stored it cannot be changed. AFTS must allow for role-based access to functions, as defined by RTB (Manager, Supervisor, Auditor, and Clerical).	M	The requirements to keep TLN unique across AFTS regardle source of return or payment is a standard feature of ZMS. U TLNs will be created for each original as well as each amen return. The return TLN will also be associated with all corresponding schedules. Duplicate TLNs will not be permitt cannot be changed after it has been stored. The ZyTax Security architecture facilitates role-based access ZMS functional components.
1.5.	Internet Capability: The Internet enabled functions shall be flexible enough to fold seamlessly into Road Toll Bureau's (RTB) website. Any changes made to RTB's website shall not disrupt or require changes to the functionality, processing, or general look of the web application.	M	The ZMS solution is engineered to provide seamless integ into an existing website environment. Additionally, the solution is architected to conform to the World Wide Consortium's (W3C's) Web Accessibility Initiative. ZyTax professional software development company, strives to p solutions that ensure maximum flexibility without disr existing environments.
1.6.	Microsoft Project: Microsoft Project 2003 shall be the designated project management tool for AFTS.	M	ZyTax Professional Services staff has extensive experience Microsoft Project and will use this tool for AFTS projec management.
1.7.	System Transaction Volume Requirement: AFTS shall meet the minimum transaction Volume requirement as established by the RTB and outlined in Appendix C-4.	M	The System Transaction Volume Requirements outlined are within the transaction volumes currently handled by ZMS in State installations. For example, the State of Tennessee is usi ZyTax Government Application and has 100% EDI filing Terminal Operators, Transporters, Distributors, Exporters

TABLE C 2.1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
			Blenders. The total number of Tennessee Motor Fuel returns each month is approximately 600, with the number of transac for any individual taxpayer ranging from zero to over 15,0
1.8.	Refunds/Credits: AFTS shall be able to track all refunds/credits generated by any financial transaction and license type. Further, AFTS shall "flag" for processing, those refunds/credits that exceed $10.00.	M	ZMS tracks Refund and Credit information regardless of fina transaction and license type. A report template will be creat meet New Hampshire's specific requirements. In addition, information is available for ad-hoc query. Amounts exceeding a configurable tolerance will be flagge further processing. The tolerance for refunds/credits will be $10.00 initially. When a financial transaction is submitted with a credit/ref exceeding the tolerance, the transaction will be flagged an workflow trigger will be created for further processing.
2.	Financial Transaction Requirements		
2.1.	Bank Draft Payment:	M	Payment processing of bank drafts will be configured to inte with Paymenttech through the State's payment engine via X format. XML based payment is a standard feature of the Zy Payment module.
2.2.	Credit/Debit Card Payment: Credit/debit card payments can only be made using VISA, MasterCard, and American Express.	M	Payment processing of applicable credit cards will be configu interface with Paymenttech through the State's payment engi XML format. XML based payment is a standard feature of ZyTax Payment module.
2.3.	Internet Payment/Non Payment Processing: The system shall allow payments to be made by bank draft, credit card, debit card, or filed as a no payment due. It also shall	M	Use of a payment voucher will require modifications to the pa module to add a payment method and to provide the ability to

TABLE G/2.1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	allow the licensee to generate and print a RTB designed payment voucher when the payment method is by check.		a payment voucher.
2.4.	RTB Manual Payment Processing: The system shall require the RTB staff to enter the payment amount as a check payment. The system shall transmit the payment amounts entered by RTB staff to AFTS. The RTB staff shall not be allowed to go to the payment option screen.	M	Manual payment processing functionality will require an addi screen to allow entry of check payments. Role based authori: for screen access is a standard feature of the ZyTax Applica suite.
3.	Motor Fuel Distributor (MFD) License		
3.1.	License Application	M	
3.1.1	MFD- (New/Renewal): AFTS shall have the capability to capture the required information off the MFD application (RT132). System shall have the capability to capture the required information off the bond form application (for new accounts), (RT133). AFTS shall provide a report that calculates minimum bond levels, and flags those accounts that do not meet them. System shall generate renewal notices on or before May 15th of each year. The renewal notice shall also have a renewal application as well. System shall generate a report of those MFD licensees whose application has not been received. System shall generate license certificates for renewal and new applicants.		An MFD application form (RT132) and a bond form applic (RT133) will be created as a separate form to process new renewals / additions. The Account Management module will include the capabilit calculate and report on minimum bond levels, generate rene notices and applications, report on MFD licensees whos applications have not been received, and to generate licen certificates as appropriate.
3.2.	Internet Online Report Submission Requirements	M	
3.2.1	Online Entry-EDI: This method of filing is to allow licensees with large volumes of data to submit the detail data electronically in the most efficient and time saving manner via the Internet. Requirements for EDI system processes are: the system shall be able to process the following returns and associated schedules through electronic data interchange (EDI):		A standard feature of the ZyTax Management Suite is on-line of schedules and returns. State configurable specifications ar to validate individual fields during schedule entry. Returns calculated and available for reviewing, printing or submissi An FTA compliant EDI format and EDI guide will be writte

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	a) RT 150 Registration for Electronic Funds Transfer Payment b) RT 132 Motor Fuel & Aviation Distributor Application c) RT 133 Motor Fuel & Aviation Distributor Bond Form d) MFD 1-S/AF Distributor Report-Motor Fuel & Aviation e) DISTRECP Distributor's Schedule of Receipts f) DISTDURS Distributor's Schedule of Disbursements		support EDI processing of returns and schedules. The State need to participate in the EDI definition process and obtain approval of the EDI guide. ZyTax routinely works with Stat complete this process. ZMS supports EDI filing of tax report and schedule transact using FTA compliant EDI mapping standards ZMS facilitate filing using an upload dialog, EDI translation, EDI syntax che and data validation. The ZMS report verification module ch control numbers in the EDI file against calculated results to e filer intent matches state calculations. The RT 150 Registration for Electronic Funds Transfer Payn RT 132 Motor Fuel & Aviation Distributor Application, and 133 Motor Fuel & Aviation Distributor Bond Form are availal on-line entry but cannot be submitted via EDI.
3.3.	Clerical Report Data Entry Requirements.	M	
3.3.1.	Data Entry: This method of filing is to allow the licensees the ability to submit a tax return in a paper format. The RTB staff would then manually enter the applications, returns and corresponding schedule information into AFTS. Requirements for RTB data entry: a) RT 150 Registration for Electronic Funds Transfer Payment b) RT 132 Motor Fuel & Aviation Distributor Application c) RT 133 Motor Fuel & Aviation Distributor Bond Form d) MFD 1-S/AF Distributor Report-Motor Fuel & Aviation		The manual data entry requirement for applications, returns corresponding schedules is fulfilled by the ZyTax Managen Suite. This capability has been implemented in other States a The ZMS solution includes manual entry capabilities for all applications, returns and schedules. Data validation checks applied as schedule information is entered. Data validation in edits such as verifying that the export schedule destination st not NH. Schedule edits are configurable based on RTB

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	e) DISTRECP Distributor's Schedule of Receipts f) DISTDURS Distributor's Schedule of Disbursements		requirements. These checks aid in ensuring data reliability fo cross-matching. After schedules are entered, information from the Distribut schedules of receipts and disbursements is used to calculate r line items and tax amount due. Any return amounts that can determined from schedules, such as transfers, are entered pri the return being calculated.
3.4.	MFD Audit Requirements	M	
3.4.1.	Electronic Auditing-MFD Requirements: a) AFTS must provide for the capture and storage of data from the Motor Fuel Distributor Receipts and Disbursements Schedules, and from information reports filed by third parties (i.e. Transporter Reports). b) Motor Fuel Distributors are required to file, with their monthly toll reports, schedules that contain all receipts into New Hampshire, inventory transfers and adjustments (if applicable), exports from New Hampshire, prior period adjustments, toll-exempt sales, and taxable sales that the company had throughout the month. AFTS must capture and store this data providing for, at a minimum, the following associated data elements (all gallons are to be reported in gross gallons): • Name of the carrier and FEIN; • Point of origin and terminal code; • Point of destination; • Product type; • The company from which the gallons were acquired; • The company to which the gallons were sold;		a) ZMS captures and stores Distributor Receipt and Disburse information along with Transporter Delivery schedules. ZMS multiple methods of capturing data, including on-line entry, E submissions, and RTB manual entry of paper returns. b) ZMS, at a minimum, captures all listed fields for all requi schedules. Data is retained and available for audit, cross-matc both ad-hoc and custom reports.

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	• The seller's FEIN; • The purchaser's FEIN; • The document number (manifest or bill of lading number (BOL); • The number of gross gallons acquired or sold; and • License number. c) AFTS must provide for the capture and storage of data obtained from ExSTARS and information reports filed by third parties. d) If AFTS is Internet based, it must comply with Department of Safety guidelines. e) AFTS must perform the following functions with respect to the Motor Fuel Distributor Automotive and Aviation Gasoline, Diesel and Jet Fuel Report for each item listed in this section, Vendor must describe how these functions are accomplished in the proposed solution. f) All schedule totals must equal corresponding line items on cover sheet. g) Verify the purchaser on the Sales to Licensed Distributors schedule is NH Licensed Motor Fuel Distributor. h) Verify that the sales reported on the "Disbursement Schedule" as "sales to licensed distributor" have been reported by the purchaser as a purchase. Also, verify that the type of fuel reported by the purchaser matches the type of fuel indicated by the seller. For example, if a distributor reports selling Automotive Gasoline, the system must then check to make certain that the purchasing distributor reports a corresponding purchase of Automotive Gasoline. The cross-match shall be made on the purchaser's license number or FEIN, the document number and the quantity. If the purchaser has not reported a document, if there is a discrepancy between the type of gasoline reported by the purchaser and by the seller, or the quantity indicated as sold does not match the quantity reported (within a tolerance to be provided by the		c) ZMS provides for the capture and storage of ExSTARS party information reports. Third party information reports in are not limited to, diversions and border state imports/export audit and cross-matching functions. d) ZMS will comply with Department of Safety guideli e) ZMS performs all listed functions. f) ZMS rolls up schedule totals to calculate corresponding c line items, schedule totals and corresponding cover sheet line match. g) During both filer on-line entry and RTB manual entry o returns, ZMS will verify the Sales to Licensed Distributors contains a NH licensed Motor Fuel Distributor by checking NH Licensed Distributors in the ZMS company table. Dur processing, the Analyze function will perform a similar edit a transactions that do not meet the expected criteria. This is ve to validation checks included for other states. b) Verifying sales to licensed distributors matches purchase schedules is a core part of ZMS cross-matching functionalit cross matching is highly configurable and flags discrepanci

TABLE G-2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	RTAB), AFTS shall provide a file containing these items and provide real-time access with the capability to perform searches, make updates and produce billings for unreported taxes. AFTS shall allow the RTAB to initiate this function and specify the filing period or periods. i) Verify that opening inventory on cover sheet (no schedule submitted for this) agrees with previous month's closing inventory and closing inventory agrees with next month's beginning inventory. AFTS shall allow the RTAB to initiate this function and specify the filing period or periods. j) Verify gallons imported from other states by cross matching the receipt schedules with data from ExSTARS. Data from ExSTARS shall be cross-matched with the receipt schedules using the distributor's license number or FEIN, the document number and the quantity. Also, verify that the type of fuel reported by the purchasing distributor matches the type of fuel from ExSTARS. If the importing distributor has not reported a document or the quantity indicated as sold does not match the quantity reported (within a tolerance to be provided by the RTAB), AFTS shall provide a file containing these items and provide real-time access with the capability to perform searches, make updates and produce billings for unreported taxes. AFTS shall allow the RTAB to initiate this function and specify the filing period or periods. k) Verify gallons imported from other states by cross matching the receipt schedules with Transporter Reports filed by transporters who import fuel into New Hampshire from other states. Also, verify that the type of fuel reported by the purchasing distributor matches the type of fuel that the selling distributor reports. Schedules from the Transporter's Reports shall be cross-matched with the receipt schedules using the purchaser's license number or FEIN, the document number and the quantity. If the importing distributor has not reported a document or the quantity		types, FEINs or license numbers, bill of ladings, bill of ladi gallons. Gross Gallon tolerances can be set on either qua percentage, per RTAB specifications. ZyTax will work with design cross-match templates to be used for cross-matching. use the templates as is, or as a base for custom-built cross-mat In addition, RTB can create custom ad-hoc cross-match crite Cross-Matching is currently installed in the States of North South Carolina and Tennessee. After running the cross-match, RTAB can compare sales to manually clearing discrepancies such as zero suppressed bill numbers. Searches and real-time access are part of the co application. Producing billings of unreported taxes is a new f will be developed and included in the base ZMS application, able to initiate the function and specify a filing period or rang periods. i) ZyTax currently retains the closing inventory from the prev period and uses it as the beginning inventory for the subsequ period. The New Hampshire return will require that the file both the beginning inventory and ending inventory for each p verify that each period's beginning inventory matches the period's ending inventory. j) A Cross-Matching template will be created to compare imp ExSTARS data against Distributor Receipts. Match fields w distributor FEIN, document number, gallon quantity (withi tolerances), and fuel type. RTAB will be able to initiate the

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	indicated as sold does not match the quantity reported (within a tolerance to be provided by the RTAB), the proposed solution shall provide a file containing these items. AFTS shall allow the RTAB to initiate this function and specify the filing period or periods. l) Shall be able to track document numbers from seller to receiver. When the RTAB enters a document number, the system shall list the name of the seller, seller's license number or FEIN, the type of gallons sold, the name of the receiver, the receiver's license number or FEIN, the type of gallons purchased, the carrier, the origin, the destination, and the number of gallons. AFTS shall allow the RTAB to initiate this function and specify the filing period or periods. m) Verify taxable sales reported do not include sales to licensed distributors. AFTS shall compare purchaser's FEIN to licensed distributor list of FEIN's. AFTS shall allow the RTAB to initiate this function and specify the filing period or periods. n) Calculate gain/loss percentage of sales to determine if within the tolerance provided by the RTAB. AFTS shall provide exception reports for RTAB with gallons reported and gain/loss percentage for a filing period or periods for review. o) AFTS shall provide out of period gallons reported for taxable sales to determine late gallons. Report shall be produced for review to determine if distributor shall be billed. p) AFTS shall compare retail dealer refund gallons to taxable sales gallons reported by distributor for the six-month period (January – June) or (July – December). Report shall be generated for review to determine if billing is needed for any variances generated. This would involve linking the refund system to the proposed system. q) Generate reports of missing or unreported transactions. These reports should be available in both paper form and online-form. The report should list the name of		ZMS provides additional features including the ability to specific filing period or a range of periods, real-time access, capability. All listed features are part of the base ZMS applic are similar to cross-match templates available for other implementations. The ability to generate billings for un-reported taxes will be Account Management Module. k) A Cross-Matching template will be created to receipt sche transporter delivery schedules for fuel imported from othe Match fields will include distributor FEIN, document numb quantity (within RTAB tolerances), and fuel type. RTAB will initiate the function. Additional features include the ability specific filing period or a range of periods, real-time access capability and creation of a file containing the requested fie features are part of the base ZMS application and are similar match templates available for other State implementati l) A robust Query Wizard is a standard component of the

TABLE G.2.1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	the carrier, point of origin, point of destination, the company the gallons were acquired from and sold to, the seller's license number or FEIN, the buyer's license number or FEIN, the manifest or BOL, and the number of gallons acquired or sold. The system should allow the RTAB to initiate this function and specify the filing period or periods. r) Produce a report, on demand, containing imports and/or exports for a specific period of time as determined by the RTAB. The report should list the name of the carrier, point of origin, point of destination, the company the gallons were acquired from and sold to, the seller's license number or FEIN, the buyer's license number or FEIN, the manifest or BOL, and the number of gallons acquired or sold. s) Allow the RTAB to produce Ad-Hoc queries and reports. The system shall provide the ability for the user to access queries and reports, and also allow the user to create his own queries and reports. t) Produce, on request, billings of additional tax, penalty and interest for unreported or late transactions. This shall include the name of the company and address to which the assessment is being issued, the period the assessment pertains to, license number, amount of gallons, amount of tax, applicable manifest numbers and the name of the company the gallons were sold to/purchased from. The system shall allow the RTAB to initiate this function and specify the filing period or periods. These would become desk billings. u) Allow for the manual entry of data by the RTAB. This feature shall be used when dealing with "Pilot Reports" and other vessel documents for the barge cross check, and for distributors who do not have a computer and file paper tax reports. v) Allow manual entry of corrections based on assessments of tax, supplemental returns etc., and provide a means of identifying such transactions. w) Provide for data to be imported from ExSTARS or for data obtained from		Management Suite. ZyTax will generate a query that allows initiate the query, specify either a filing period or a range c periods, enter a document number and find all related seller a schedules. Information will include, but not be limited to, se seller FEIN, gallons sold, receiver name, receiver FEIN, purchased, carrier name and FEIN, point of origin, point of d This request if similar to queries used by other state jurisdic States that have implemented the ZyTax solution report that sometimes suppress lead zeroes, an additional feature is the specify wildcards to help identify those transactions where document prefix or suffix was used. For example, if desired, can be written to capture transactions where the seller repo document as 000123456789 while the receiver reported the d 123456789. m) ZyTax will generate a query that allows RTAB to initiate compare purchaser FEIN against a list of licensed distributor verify there are no taxable sales to licensed distributors. RT. able to specify either a filing period or a range of filing per report is similar to checks in the ZyTax application impl South Carolina that checks disbursements to ineligible purcha n) ZyTax will generate exception reports to show calculated percentage of sales that are outside RTAB tolerance le o) ZyTax will provide a report listing out-of-period taxable This report is similar to reports provided to the State of North

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	another state (export schedules) or third party to be uploaded. x) Provide for reported data to be downloaded or exported into an audit package to be used for field auditors for a selected period.		p) Out of Scope due to elimination of Audit Module q) The ZMS Cross-Match module provides reports of mis unreported transactions. Standard features are the ability to i function and to specify a filing period or range of filing period are available on-line and can be printed. All fields listed requirements are available in both the printed and on-line Several templates have been created for North Carolina, Sout and Tennessee using state-specific cross-matching crit r) ZMS Query Wizard provides on-demand reports to list im exports. Reports can be generated for a specific filing period of filing periods. All fields listed in the requirements are av reporting. In addition to a report, ZyTax Cross-Match produces a file o and/or exports in an EDI format that can be sent to border s) A robust Query Wizard is a standard component of th Application Suite, allowing the user to create queries an Queries can be created for any component table, including, limited to, schedules of receipts and disbursements, return In

TABLE C 2-1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
			and licensee information. Query results can be exported to Ex files, sorted, saved for re-use, and are easily modifie t) Out of Scope due to elimination of Audit Module u) Manual data entry is a standard ZMS feature. v) Manual entry of amended or corrected returns is a core fu ZMS. w) ZMS Cross-Match allows import of ExSTARS and othe export schedules. x) Out of Scope due to elimination of Audit Module The number of pre-saved Queries and Reports is limited

TABLE C-2-1 System Requirements and Deliverables-Vendor Response Checklist

A.	B	C	D
3.4.2.	Additional Requirements: a) AFTS shall provide detail from the server storing the detail data from the Motor Fuel Distributor Report Receipts and Disbursements Schedules, and Transporter Reports. b) The data shall be downloaded or exported into a package that shall allow for cross match reports and queries. Any interface with the Federal Internal Revenue Service (IRS) systems, namely ExSTARS, ExTOLES and ExFIRS, shall meet the security requirements set forth in IRS Publication 1075 (*Tax Information Security Guidelines for Federal, State, and Local Agencies*).		a) ZMS provides detail from the Distributor Schedules of Re Disbursements and the Transporter Reports. b) ZMS data is available to ZMS Cross-Matching to allow re queries. ZyTax meets the security requirements set forth in IRS public
3.4.3.	Audit Selection : AFTS must provide for Ad Hoc queries (on-line and printed) to Select data to include at a minimum the following associated data elements: a) Account/license number b) Account/licensee name c) Account/licensee address, phone number, contact person d) License Issue/Closure Date e) Product type f) Number of gross gallons purchased and sold g) Reporting Month h) Purchaser and FEIN i) Seller and FEIN		ZMS provides for Ad Hoc queries to select data for both on-li printed viewing. All listed fields are available in ZMS and the of those fields listed are currently available to query against. be modified to include all listed fields in the query tools. The number of pre-saved Queries and Reports is limited

TABLE G 2-1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
	j) Document number		
3.4.4.	Additional Requirements: AFTS must provide all reported data (detail from all schedules): a) Original, amended, electronic and manual entries. This shall include reported dollars and gallons from cover sheet b) AFTS shall be able to interface with Field Audit Tracking. System to capture last date audited prior audit period and audit assessment. c) AFTS shall be able to flag accounts that are being audited or set up for audit.		a) All reported schedule data including original amended, ED line and manual entries is available, along with dollars and g from the cover sheet. b) and c) Out of scope due to elimination of Audit Module.
3.4.5.	Pre-Audit Review and Set-Up a) AFTS shall allow user to download or export reported data for selected audit period (New Hampshire Statue of Limitation for Audits is four years). b) AFTS shall allow user to print all license and bond information for licensee for selected audit period. c) AFTS shall allow user to print all invoices and refunds for licensee for selected audit period. d) AFTS shall allow user to print a financial and non-financial history for licensee for selected audit period e) AFTS shall allow user to download or export into a file the sales to licensed distributors data, for selected audit period, to do a comparison for purchases (the sale from one licensee to another). For example, licensee x sells to licensee y. Licensee x shows this as an exempt sale (sale to licensed distributor) and licensee y reports this as a purchase and subsequently pays the tax.		Out of scope due to elimination of Audit Module.

TABLE C-2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	f) AFTS shall allow user to download or export into a file the transporter report data (gallons imported into New Hampshire by the hired transporter), for selected audit period, to compare to the purchases reported by the licensee. g) AFTS shall allow user to download or export accessible gain/loss data, for selected audit period, to calculate percentage allowed determining if any amount shall be disallowed and assessed. h) AFTS shall allow user to download or export Oil Discharge and Pollution Control reported receipts data (Receipts Within NH (Line 1) and Receipts from Outside NH (Line 2), of the Oil Discharge and Pollution Control Report, for gasoline and diesel to compare to Motor Fuel Distributor Receipts for gasoline and diesel (line 2 of the MFD 1-S/AF report). i) AFTS shall allow user to compare downloaded accessible taxable sales to retail dealer refunds for the selected audit period. j) AFTS shall allow user to review late gallons from reported data and determine if licensee has been assessed by Road Toll.		
3.4.6.	General Write-up Methodology AFTS shall at a minimum provide the following forms/templates, (with the licensee name, number, contact, address, audit period, audit date and auditors) for the audit write-up package: a) Index to working papers b) Recap of assessment with audited, reported and variance for gallons and dollar amount c) Scope and Discussion d) Recommendations to Licensee e) General Information f) Descriptions of Records and Field Audit Program g) Assessment worksheet, by month, for the audit period calculating the		Out of scope due to elimination of Audit Module.

TABLE G-2 System Requirements and Deliverables-Vendor Response Checklist			
A	B	C	D
	difference in gallons and dollars, interest and penalty h) Opening/Closing Conference i) Communication Log		
3.4.7.	Additional Requirements: AFTS shall allow auditors to enter audited data, to compare to reported data, to become audit work papers. AFTS shall allow for headers and footers with required Road Toll Field Audit Bureau information: a) File name, b) File #, c) Audit period, d) Auditor and licensee name, e) Worksheet name, f) Prepared by, g) Reviewed by, and h) Page number		Out of scope due to elimination of Audit Module.
4.	Oil Discharge Pollution Control Fund License		
4.1.	License Application	M	
4.1.1.	ODPCF- (New/Renewal): System shall provide the capability to capture the required information off the ODPCF application (RT50). System shall generate license certificates for all applicants.		An OPCF application form (R50) will be created as a separat to process new / renewals / additions. The Account Management module will include the capabilit generate license certificates as appropriate.
4.2.	Internet Online Report Submission Requirements	M	

TABLE C. 2-1 System Requirements and Deliverables-Vendor/Response Checklist

A.	B	C	D
4.2.1.	Online Entry-EDI: This method of filing is to allow licensees with large volumes of data to submit the detail data electronically in the most efficient and time saving manner via the Internet. Requirements for EDI system processes are: the system shall be able to process the following returns and associated schedules through electronic data interchange (EDI): a) RT 50 ODPCF Application (New Only) b) RT 51 ODPCF Coversheet c) RT 45 ODPCF Delivery Schedule		ZMS supports EDI filing of tax report (ODPCF Coversheet) schedule transactions (ODPCF Delivery Schedules) using F compliant EDI mapping standards. ZMS facilitates EDI filing an upload dialog, EDI translation, EDI syntax checking and validation. The RT 50 ODPCF Application (New Only) is available for o entry but cannot be submitted via EDI.
4.3.	Clerical Report Data Entry Requirements	M	
4.3.1.	Data Entry: This method of filing is to allow the licensees the ability to submit a tax return in a paper format. The RTB staff would then manually enter the applications, returns and corresponding schedule information into AFTS. Requirements for RTB data entry: a) RT 50 ODPCF Application (New only) b) RT 51 ODPCF Cover Sheet a) c) RT 45 ODPCF Delivery Schedule		Manual data entry is a standard ZMS feature. RTB staff wil able to manually enter applications, returns and correspond schedule information.
4.4.	ODPCF Audit Requirements	M	
4.4.1.	General Requirements: AFTS shall provide detail from the server storing the detail data from the Oil Discharge and Pollution Control Reports. The data shall be downloaded or exported into a package that shall allow for cross match reports and queries.		ZMS provides detail data from the Oil Discharge and Pollu Control Reports. ZMS data is available to ZMS Cross-Match allow reports and queries.
4.4.2.	Electronic Auditing-ODPCF: AFTS must provide for the capture and storage of data from the Oil Discharge and Pollution Control Receipts, Sales & Transfers, Tax Paid and Adjustment Schedules, and from information reports filed by third parties (i.e.		ZMS provides for the capture and storage of the Oil Discharg Pollution Control Receipts, Sales & Transfers, Tax Paid a Adjustment schedules, in addition to transporter and other t

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	Transporter Reports).		party information reports.
4.4.3.	ODPCF Data Elements: Oil Discharge and Pollution Control Licensees are required to file, with their monthly tax reports, schedules that contain all receipts into New Hampshire (from outside New Hampshire and within New Hampshire), exports from New Hampshire, tax paid receipts, and adjustments that the company had throughout the month. RTS must capture and store this data providing for, at a minimum, the following associated data elements (all gallons are to be reported in gross gallons): a) Name of the carrier and FEIN; b) Point of origin and terminal code; c) Point of destination/delivery address; d) Product type; e) The company from which the gallons were acquired; f) The company to which the gallons were sold; g) The seller's FEIN; h) The purchaser's FEIN; i) The document number (manifest or bill lading number (BOL)); j) The number of gross gallons acquired or sold; and k) License number.		ZMS provides for the capture and storage of all required ODP elements. Additional fields not listed are also available for ca storage, including, but not limited to seller name, purchaser na of transport, and document date. The number of pre-saved Queries and Reports is limited to
4.4.4.	Storage of Third Party Data: AFTS must provide for the capture and storage of data obtained from ExSTARS and information reports filed by third parties. If AFTS is Internet based, it must comply with Department of Safety guidelines.		ZMS provides for the capture and storage of ExSTARS and party information reports. Third party information reports Inc but are not limited to, diversions and border state imports/ex for both audit and cross-matching functions. d) ZMS will comply with Department of Safety guideline
4.4.5.	Additional Functions: AFTS must perform the following functions with respect to the Oil Discharge and Pollution Control report for Automotive Gasoline, Aviation		Many of the additional functions required are core functions ZMS Cross Matching module. ZMS cross matching is hig

TABLE C: 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	Gasoline, Clear and Dyed Diesel, Jet Fuel, Clear and Dyed Kerosene, Heating Oil, Motor Oil and Other Petroleum product for each item listed in this section; vendor must describe how these functions are accomplished in the AFTS: a) All schedule totals must equal corresponding line items on cover sheet. b) Verify the gasoline and clear diesel gallons reported on the Oil Discharge and Pollution Control Report agree with the receipts reported on the Motor Fuel Distributor Report. c) Verify that tax paid gallons claimed are all gallons that are either New Hampshire origin or delivered by a supplier that is licensed as an Oil Discharge and Pollution Control licensee to a New Hampshire location. Verify that the supplying licensee has reported these gallons d) Verify gallons imported from other states by cross matching the receipt schedules with data from ExSTARS. Data from ExSTARS shall be cross-matched with the receipt schedules using the license number or FEIN, the document number and the quantity. Also, verify that the type of fuel reported by the purchasing licensee matches the type of fuel from ExSTARS. If the importing licensee has not reported a document or the quantity indicated as sold does not match the quantity reported (within a tolerance to be provided by the RTAB), the AFTS shall provide a file containing these items and provide real-time access with the capability to perform searches, make updates and produce billings for unreported fees. The system shall allow the RTAB to initiate this function and specify the filing period or periods e) Verify gallons imported from other states by cross matching the receipt schedules with Transporter Reports filed by transporters who import fuel into New Hampshire from other states. f) Verify that the type of fuel reported by the purchasing licensee matches the type of fuel that the selling licensee reports. Schedules from the Transporter's		configurable and flags discrepancies in fuel types, FEINs or li numbers, bill of ladings, bill of lading dates, and gallons. Z will work with RTAB to design cross-match templates to be for cross-matching. RTAB can use the templates as is, or as a for custom-built cross-match criteria. In addition, RTAB can custom ad-hoc cross-match criteria. a) ZMS rolls up schedule totals to calculate corresponding c sheet line items. Schedule totals and corresponding cover she items will match. b) ZyTax Cross-Matching will be used to verify Oil Discharg Pollution Control Report receipt gallons agree with Motor I Distributor Receipts. c) ZyTax Cross-Matching will be used to verify Oil Discharg Pollution Control Report tax paid gallons are reported by t supplying licensee and meet the origin and delivery specifica d) ZyTax Cross-Matching will be used to verify receipt sche match ExSTARS information. After running the cross-ma RTAB can manually clear discrepancies such as zero suppre bill of lading numbers. Searches and real-time access are part core ZMS application. Producing billings of unreported taxes a current feature of ZMS. This feature will be included in proposed Account Management module.

TABLE C. 2-1 System Requirements and Deliverables-Vendor's Response Checklist

A	B	C	D
	Reports shall be cross-matched with the receipt schedules using the purchaser's license number or FEIN, the document number and the quantity. If the importing licensee has not reported a document or the quantity indicated as sold does not match the quantity reported (within a tolerance to be provided by the RTAB), the AFTS shall provide a file containing these items. The system shall allow the RTAB to initiate this function and specify the filing period or periods.		e) A Cross-Matching template will be created to verify gall imported from other states match transporter delivery schedı
	g) AFTS shall be able to track document numbers from seller to receiver. When the RTAB enters a document number, the system shall list the name of the seller, seller's license number or FEIN, the type of gallons sold, the name of the receiver, the receiver's license number or FEIN, the type of gallons purchased, the carrier, the origin, the destination, and the number of gallons. The system shall allow the RTAB to initiate this function and specify the filing period or periods		f) All listed features, including matching on fuel type, FEI document number and gallons (within RTAB tolerances) ı included as core functions of the ZyTax Cross-Matching mo Cross-Match can be initiated for either a filing period or a ran filing periods.
	h) AFTS shall provide out of period gallons reported in receipts for RTAB to determine late gallons. Report shall be produced for review to determine if licensee shall be billed.		
	i) Generate reports of missing or unreported transactions. These reports shall be available in both paper form and online-form. The report shall list the name of the carrier, point of origin, point of destination, the company the gallons were acquired from and sold to, the seller's license number or FEIN, the buyer's license number or FEIN, the manifest or BOL, and the number of gallons acquired or sold. The system shall allow the RTAB to initiate this function and specify the filing period or periods j) Produce a report, on demand, containing imports and/or exports for a specific period of time as determined by the RTAB. The report shall list the name of the carrier, point of origin, point of destination, the company the gallons were acquired from and sold to, the seller's license number or FEIN, the buyer's license number or FEIN, the manifest or BOL, and the number of gallons acquired or sold.		g) A robust Query Wizard is a standard component of the Z) Application Suite. ZyTax will generate a query that allows R to initiate the query, specify either a filing period or a range of periods, enter a document number and find all related seller receiver schedules. Information will include, but not be limit seller name, seller FEIN, gallons sold, receiver name, recei FEIN, gallons purchased, carrier name and FEIN, point of or point of destination. This request is similar to queries used

EXHIBIT H
SYSTEM REQUIREMENTS AND DELIVERABLES

TABLE C.2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	k) Verify the delivery address for exports are non-New Hampshire locations l) Allow the RTAB to produce Ad-Hoc queries and reports. AFTS shall provide the ability for the user to access queries and reports, and also allow the user to create their own queries and reports. m) Produce, on request, billings of additional principal, penalty and interest for unreported or late transactions. This shall include the name of the company and address to which the assessment is being issued, the period the assessment pertains to, license number, amount of gallons, amount of principal, applicable manifest numbers and the name of the company the gallons were sold to/purchased from. The system shall allow the RTAB to initiate this function and specify the filing period or periods. These would become desk billings. n) Allow for the manual entry of data by the RTAB. This feature shall be used when dealing with "Pilot Reports" and other vessel documents for the barge cross check, and for licensees who do not have a computer and file paper tax reports. o) Allow manual entry of corrections based on assessments of principal, supplemental returns etc., and provide a means of identifying such transactions. p) Provide for data to be imported from ExSTARS or for data obtained from another state (export schedules) or third party to be uploaded. q) Provide for reported data to be downloaded or exported into an audit package to be used for field auditors for a selected period.		other state jurisdictions. h) ZyTax will provide a report listing out-of-period gallon i) The ZMS Cross-Match module provides reports of missin unreported transactions. Standard features are the ability to i the function and to specify a filing period or range of filing pe Reports are available on-line and can be printed. All fields lis the requirements are available in both the printed and on-line j) ZMS Query Wizard provides on-demand reports to list im and exports. Reports can be generated for a specific filing per a range of filing periods. All fields listed in the requirement available for reporting. In addition to a report, ZyTax Cross-Match produces a file imports and/or exports in an EDI format that can be sent to b states. k) The ZMS solution applies data validation checks as sche information is entered, both on-line by the filer and when ma entered by the state. Data validation checks are also perform EDI files. Data validation includes edits such as verifying e

TABLE G-2-1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
			schedule destination state is not NH. Schedule edits are configurable based on RTB requirements. These checks ai ensuring data reliability for later cross-matching. l) A robust Query Wizard is a standard component of ZyTax Application Suite, allowing the user to create qu and reports. Queries can be created for any component ta including, but not limited to, schedules of receipts and disbursements, return information, and licensee information. results can be exported to Excel and flat files, sorted, saved f use, and are easily modified. m) Producing billings of additional principal, penalty and int for unreported or late transactions is a new feature that will developed in the Account Management Module. n) Manual data entry is a core function of the ZMS solutio o) Manual entry of amended or corrected returns is a core fun of ZMS. p) ZMS Cross-Match allows import of ExSTARS and other s export schedules. Third party information can also be uploa These requirements are similar to the ZyTax solution implem in other states. q) Out of scope due to elimination of Audit Module.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY-DIVISION OF ADMINISTRATION
ROAD TOLL BUREAU
AUTOMATED FUEL TOLL SYSTEM (AFTS)
DOS RFP 2007-060
EXHIBIT H
SYSTEM REQUIREMENTS AND DELIVERABLES

TABLE C.2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
4.5.	Audit Requirements	M	
4.5.1.	General Requirements: AFTS must provide for the capture, storage, retrieval and mathematical computation of data for the following functions: a) Audit Selection b) Pre-Audit Review and Audit Set-Up a) c) Audit Write-up.		Out of scope due to elimination of Audit Module.
4.5.2.	Audit Selection-ODPCF: AFTS must provide for Ad Hoc queries (on-line and printed) to select data to include at a minimum the following associated data elements: a) Account/license number b) Account/licensee name c) Account/licensee address, phone number, contact person d) License Issue/Closure Date e) Product type f) Gross Gallon Receipts from Outside New Hampshire g) Gross Gallons Receipts Within New Hampshire h) Sales & Transfers Out of State i) Tax Paid Purchases j) Adjustments k) Reporting Month l) Purchaser and FEIN m) Seller and FEIN n) Document number.		The ZMS Query Wizard provides for Ad Hoc queries to select both on-line and printed viewing. All listed fields are availabl and the majority of those fields listed are currently available f selection in the Query Wizards. ZMS will be modified to incl listed fields in the query tools. The number of pre-saved Queries and Reports is limited to 47.

TABLE G 2-1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
4.5.3.	Pre-Audit Review and Set-Up: AFTS shall allow user to download or export reported data for selected audit period (New Hampshire Statue of Limitation for Audits is four years). Additionally: a) AFTS shall allow user to print all license information for licensee for selected audit period. b) AFTS shall allow user to print all invoices and refunds for licensee for selected audit period. c) AFTS shall allow user to print a financial and non-financial history for licensee for selected audit period. d) AFTS shall allow user to download or export into a file the transporter report data (gallons imported into New Hampshire by the hired transporter), for selected audit period, to compare to the purchases reported by the licensee as Receipts from Outside New Hampshire. e) AFTS shall allow user to download or export Oil Discharge and Pollution Control reported receipts data (Receipts Within NH (Line 1) and Receipts from Outside NH (Line 2), of the Oil Discharge and Pollution Control Report, for gasoline and diesel to compare to Motor Fuel Distributor Receipts for gasoline and diesel (line 2 of the MFD 1-S/AF report). f) AFTS shall allow user to download data from Schedule 45-2, "Receipts From Locations Within New Hampshire" and Schedule 45-5, "Tax Paid Gallons" data to do a comparison (gallons shall be equal). g) AFTS shall allow user to review late gallons from reported data and determine if licensee has been assessed by Road Toll. h) AFTS shall allow user to download reported data from Schedule 45-4, "Sales and Transfers Out-Of-State" to determine if delivery addresses are non New		Out of scope due to elimination of Audit Module.

TABLE C.2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	Hampshire addresses. i) AFTS must provide all reported data (detail from all schedules), original, amended, electronic and manual entries. This shall include reported dollars and gallons from cover sheet. AFTS shall be able to interface with Field Audit Tracking System to capture last date audited, prior audit period and audit assessment. AFTS shall be able to flag accounts that are being audited or set up for audit.		
4.5.4.	Audit Write-Up-ODPCF: AFTS shall at a minimum provide the following forms/templates, (with the licensee name, number, contact, address, audit period, audit date and auditors) for the audit write-up package: a) Index to working papers b) Recap of assessment with audited, reported and variance for gallons and dollar amount c) Scope and Discussion d) Recommendations to Licensee e) General Information f) Descriptions of Records and Field Audit Program g) Assessment worksheet by fund for each month, for the audit period calculating the difference in gallons and dollars, interest and penalty h) Opening/Closing Conference i) Communication Log j) AFTS shall allow auditors to enter audited data, to compare to reported data, to become audit workpapers. AFTS shall allow for headers and footers with required RTAB information: file name, file #, audit period, auditor and licensee name, worksheet name, prepared by:, reviewed by:, and page number.		Out of scope due to elimination of Audit Module.

TABLE G.2.1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
5.	Motor Fuel Petroleum Products Transporter License		
5.1.	License Application-Transporter- (New/Renewal): System shall have the capability to capture the required information off the Transporter application (RT111). System shall generate renewal notices on or before May 15th of each year. The renewal notice shall also have a renewal application as well. System shall generate a report of those ODPCF licensees whose application has not been received. System shall generate license certificates for renewal and new applicants.	M	A Transporter application form (RT111) will be created a separate form to process new / renewals / additions. The proposed Account Management module will include t capability to generate renewal notices, report on licensees w application has not been received, and to generate licens certificates as appropriate.
5.2.	Internet Online Report Submission Requirements	M	
5.2.1.	Online Entry-EDI: This method of filing is to allow licensees with large volumes of data to submit the detail data electronically in the most efficient and time saving manner via the Internet. Requirements for EDI system processes are: the system shall be able to process the following returns and associated schedules through electronic data interchange (EDI): a) RT 111 Motor Fuel & Petroleum Products Transporter Application b) RT 113 Motor Fuel and Petroleum Products Transporters' Report c) Schedule 14B Motor Fuel and Petroleum Products Transporters' Report Schedule of Deliveries.		A standard feature of the ZyTax State application is on-line e schedules and returns. State configurable specifications are u validate individual fields during schedule entry. Reports a calculated and available for reviewing, printing or submissi An FTA compliant EDI format and EDI guide will be writt support EDI processing of reports and schedules. The State need to participate in the EDI definition process and obtain approval of the EDI guide. ZyTax routinely works with Stat complete this process. ZMS supports EDI filing of tax report and schedule transact using FTA compliant EDI mapping standards. ZMS facilitate filing using an upload dialog, EDI translation, EDI syntax che and data validation. The ZMS report verification module ch control numbers in the EDI file against calculated results to e filer intent matches state calculations

EXHIBIT H
SYSTEM REQUIREMENTS AND DELIVERABLES

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
			The RT 111 Motor Fuel & Petroleum Products Transport Application is available for on-line entry but cannot be subm via EDI.
5.3.	Clerical Report Data Entry Requirements	M	
5.3.1.	Data Entry: This method of filing is to allow the licensees the ability to submit a tax return in a paper format. The RTB staff would then manually enter the applications, returns and corresponding schedule information into AFTS. Requirements for RTB data entry: a) RT 111 Motor Fuel & Petroleum Products Transporter Application b) RT 113 Motor Fuel and Petroleum Products Transporters' Report c) Schedule 14B Motor Fuel and Petroleum Products Transporters' Report Schedule of Deliveries.		The manual data entry requirement for applications, returns corresponding schedules is fulfilled by the ZyTax Manage Suite. The ZMS solution includes manual entry capabilities for all applications, returns and schedules. Data validation checks applied as schedule information is entered. Data validation in edits such as verifying export schedule destination state is no Schedule edits are configurable based on RTB requirements. checks aid in ensuring data reliability for later cross-matchi After schedules are entered, information from the Transport schedule of deliveries is used to calculate report line item
5.4.	Audit Methodology – Transporters	M	
5.4.1.	Audit Selection : AFTS must provide for Ad Hoc queries (on-line and printed) to select data to include at a minimum the following associated data elements: a) Account/license number b) Account/licensee name c) Account/licensee address, phone number, contact person d) License Issue/Closure Date e) Product type		A robust Query Wizard is a standard component of the Z Application Suite, allowing the user to create queries and ZMS provides for Ad Hoc queries to select data for both on-li printed viewing. All listed fields are available in ZMS and the of those fields listed are currently available to query against. be modified to include all listed fields in the query tools. The number of pre-saved Queries and Reports is limited to 47.

TABLE G-2-1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
	f) Number of gross gallons g) Reporting Month h) Purchaser and FEIN i) Seller and FEIN j) Document number		
5.4.2.	Additional Requirements: AFTS must provide all reported data (detail from all schedules): a) Original, amended, electronic and manual entries. This shall include reported dollars and gallons from cover sheet b) AFTS shall be able to interface with Field Audit Tracking. System to capture last date audited prior audit period and audit assessment. c) AFTS shall be able to flag accounts that are being audited or set up for audit.		Out of scope due to elimination of Audit Module.
5.4.3.	General Methodology-Transporters: AFTS shall at a minimum provide the following forms/templates, (with the licensee name, number, contact, address, audit period, audit date and auditors) for the audit write-up package: a) Index to working papers b) Recap of assessment with audited, reported and variance for gallons and dollar amount c) Scope and Discussion d) Recommendations to Licensee e) General Information f) Descriptions of Records and Field Audit Program g) Assessment worksheet, by month, for the audit period calculating the		Out of scope due to elimination of Audit Module.

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	difference in gallons and dollars, interest and penalty h) Opening/Closing Conference i) Communication Log		
6.	International Fuel Tax Agreement (IFTA) License (Optional)		
7.	Tax Returns		
7.1.	Original and Amended Returns: System shall allow both original and amended returns to be filed stored, and tracked. When entering an original or amended return, the system shall allow schedule data to be added/changed/deleted before the transaction is submitted. When entering a tax return, the system shall require the RTB staff to enter the schedule data, the tax liability before penalty and interest, and the tax liability after penalty and interest. The system shall store both the entered values and the calculated values for the total tax liability before penalty and interest and the total tax liability including penalty and interest. The system shall compare the entered values with the calculated values and ask the RTB staff to correct or confirm if the values are not the same. The system shall allow RTB staff to correct returns. This is the same process as amending a return except the status of the return shall be "corrected" not "amended". The user shall be able to select a return or payment either by TLN, account number, Name, or FEIN/SSN, tax return, or all tax returns. The TLN shall be included, at a minimum, on the first page of the tax return whenever the return is printed or displayed. The system shall provide the ability to view electronic transactions with searches by date range/confirmation,	M	ZyTax Management Suite allows both the original and all am returns to be filed, stored, and tracked. Entered schedule da available for changes and/or deletions until the corresponding is submitted. When RTB staff enters returns, ZMS will require schedule da any non-zero returns. Configuration settings will require t liability before penalty and interest and tax liability after pe and interest. ZMS stores both entered values and calculated values. The R Verification function compares the entered values to the calc values and requires RTB staff to correct or approve values th not the same. RTB staff can also correct returns; the return status is then s "corrected" instead of "amended". RTB staff is able to select returns by TLN, Account Numb Company Name, FEIN/SSN, Tax Return or all Tax return TLN will be included on the first page of the tax return wh

TABLE G-2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	number/account ID, transactions not sent to AFTS, specific.		printed or displayed. If desired, TLN will be included on all of the tax return when printed or displayed. ZMS provides the capability to view electronic transactions f listed requirements. All listed functionality is similar to the ZyTax solution curre implemented for the State of North Carolina.
7.2.	Data Display: Prior to submission of the return, the system shall display the completed return with all values, including but not limited to, amounts payment, return filed date, amended toll calculation, the previous toll calculation for the prior amended or original return, and the difference between those two. The option shall be given to submit the return as entered or to go back to make changes. The system shall automatically generate the TLN. The system generated TLN shall be unique across the entire system. The system shall store the entered TLN and it shall be associated with all corresponding schedules.	M	ZMS allows display of the completed return with all listed v the original return values (or the previous amended return), a difference between those two returns. Users can continue to make any modifications until the retu submitted. Upon submission, a unique TLN is generated, st and associated with all corresponding schedules. A file confirmation message which can include TLN is also availa All listed functionality is similar to the ZyTax solution curre implemented for the State of North Carolina.
7.3.	Transaction Inquiry and Update: The system shall allow specific RTB staff to identify all RTB staff entered partially completed returns for completion or deletion. The user shall be able to select a return or payment either by TLN, account number, name, or FEIN/SSN. The TLN shall be included, at a minimum, on the first page of the tax return whenever the return is printed or displayed. The system shall provide the user the ability to view and print all their returns and schedules with searches by date range/TLN/account ID, incomplete transactions, or specific tax return and /or corresponding schedules. The print function shall print the entire return or specific individual pages with one step and with logical page breaks based on return and schedule format. The system	M	Specific RTB staff will be able to identify all RTB staff entr partially completed returns for completion or deletion. Role- functionality is a standard feature of ZMS. RTB staff will be able to select returns or payments by TL Account Number, Company Name, or FEIN/SSN. TLN will be included on the first page of the tax return wh printed or displayed. If desired, TLN will be included on all of the tax return when printed or displayed. ZMS will provide the user the ability to view and print all t returns and schedules with searches by date range/TLN/accou incomplete transactions, or specific tax return and /or correspo

TABLE C.2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
	shall have the ability to view electronic transactions with searches by date range/confirmation number/account Id, transactions not sent to AFTS, specific tax return, or all tax returns.		schedules. The print function allows the user to print either the entire ret specific individual pages with one step. Logical page breaks based on return and schedule format. ZMS provides the ability to view electronic transactions w searches by date range/confirmation number/account id, transactions not sent to AFTS, a specific tax return, or all t returns. All listed functionality is similar to the ZyTax solution curre implemented for the State of North Carolina.
8.	Fuel Tracking and Reporting Requirements		
8.1.	Cross Match: Cross-match reports are used to compare line item schedule data from one licensee or payer to line item schedule data from another licensee or payer. These reports are part of the RTB's fuel tax compliance effort and are used to identify potential fuel revenue loss. Cross-match criteria, as defined by RTB, is referenced under "Electronic Auditing" RTB staff shall have online access to cross-match results. Each cross-match shall have a cleared record indicator that is used by RTB to identify cross-match differences that are acceptable. Setting this indicator does not zero the differences. Designated RTB staff shall have access to update and input the necessary information to indicate whether a cross-match difference has been cleared or not.	M	The ZyTax Tracking module provides a robust cross-matc capability to identify potential discrepancies between repor transactions. This solution also includes options to import b state information and diversion information. ZyTax Trackin configurable settings to build templates which are then run indicate any transactions that do not match. Templates will created for the cross-match analysis requirements that have l defined by RTB. In addition Ad-Hoc audits can be created w the application to perform matching and transaction analysi needed. A standard feature of ZyTax Tracking is the ability manually match transactions that have been identified as mismatch by the execution of a cross-match template. An ind is applied to manually matched transactions and the RTB use the ability to provide an explanation to indicate why the differ

TABLE C. 2-1 System Requirements and Deliverables-Vendor Response Checklist

A	B	C	D
			are acceptable. The number of pre-saved Cross-Match audit templates is limit
8.2.	Queries-The RTB staff shall be able to generate and run queries. Ad hoc query capability is required that allows querying on any schedule field, in any order, and based on any criteria. Functionality must include the ability to sum, subtotal, and limit the amount of data returned. RTB staff shall have the capability to view on-line and print query results. RTB staff shall have the capability to extract and download specific fields in a format defined by the user. RTB staff shall be able to save query definitions for each user with the ability to recall, edit, revise, and rerun. RTB staff shall be able to copy and paste from the query results viewed online. RTB staff shall be able to scroll query results and definitions up.	M	A ZyTax Query Wizard module is a standard component of ZyTax Management Suite. Standard headers and footers and total / subtotal capability are embedded in the Query Wizard. Query Wizard can be executed against all schedules, returns filer profile forms that are captured by the system. The results of a query obtained in the ZyTax Query Wizard m can be viewed on-line, printed and exported to a variety of formats. The Query Wizard supports the usage or pre-defi queries as well as user-defined queries. A query can be edi executed and re-saved as necessary. The Query Wizard is pre in a browser interface that allows data to be directly copied a as providing for complete scrolling to view complete result executed queries.
9.	Revenue and Receipt Requirements		
9.1.	Licensee Account Classifications: Provide bureau-defined and dynamically maintained structures for classifying licensees and accounts such as licensee type, licensee status, account type, and account status.	M	The ZyTax Management Suite utilizes a workflow approac manage the status of accounts, licensees, and returns. Th appropriate status can be configured to match RTB guideli Unique taxpayer types are assigned in the system and are asso with different tax returns. These types are specified in th application database and are updated as needed to accommo additional returns and schedules.

TABLE C 2-1 System Requirements and Deliverables-Vendor Response Checklist.

A	B	C	D
9.2.	Interface: AFTS shall interface with the NH FIRST ERP (Enterprise Resource Planning) multi-module application software(Lawson software). Minimally the information relating to the following functionality must be interfaced into the appropriate Lawson software standard format. Minimal standards set forth: • Provide the ability to record the form of payments that was provided for a licensee's account (i.e. cash, check, credit card present or online, and EFT) • Provide ability for an invoice and/or transaction item to be distributed to multiple revenue accounts based on license type criteria. • Provide ability for a user with proper authority to print a daily record of collections, broken down by revenue source codes. ERP interface requirements are located in Appendix C-5	M	The ZyTax Management Suite contains standard interfaces master data elements, ExSTARS and Diversion State inform ZyTax is very familiar with interfaces to ERP systems and developed State-specific interfaces for several different Sta The type of transaction information requested for the Laws interface is typical of what has been provided in the past. W standard interfaces can be used to provide this data, it is antic that a custom interface will be required to support the speci requirements of the NH FIRST ERP. The appropriate interf will be provided as part of this proposal.
10.	Wire Service Permits Requirements		
10.1..	General Requirements: a) System shall have a screen for a new escrow account holder, which shall allow for input of general account information and assign a unique identifier for an account number. b) A current balance on the escrow shall be available upon request. c) A screen that allows for deposits into the escrow account and shows a new balance after deposit is required. d) Upon the Supervisor close of the daily deposit each day's running balance of each escrow account shall be posted for that day. This shall allow for the ability to check a previous day's escrow balance. e) The permit section shall allow for a 30-day IFTA temporary license both for an existing customer and for new accounts. To follow licensing procedures except the revenue shall show as zero after crediting and debiting proper accounts.	M	Out of scope due to elimination of IFTA Module.

TABLE C-2.1 System Requirements and Deliverables Vendor Response Checklist

A	B	C	D
	f) Single trip permits for IFTA and IRP must have a combined screen that shall require the following information: Escrow account number, Date of issue, Trucking Co. name, Company address, Type of permit IRP and/or IFTA, Permit number, Fee (automatic), Description Single trip type (automatic) and time sent to wire service. This shall create a financial transaction that debits the escrow account and credits the IFTA and/or IRP account. g) A utility screen that allows for updating information as follows shall support single trippermits: Type of permit, Description of permit, Fee and Revenue Code. h) Dealer permits shall require a screen that allows input of number of permits, fee, permits numbers, and name and address of dealer. i) A log of permits issued for each escrow account shall be available in report form upon request.		
10.2.	Storage of Third Party Data: AFTS must provide for the capture and storage of data obtained from ExSTARS and information reports filed by third parties. If AFTS is Internet based, it must comply with Department of Safety guidelines.	M	The ZyTax Management Suite provides for input of data in st formats in several areas of the application. ExSTARS an Diversion information can be imported in the Tracking mod support cross-match analysis. Standard interfaces are also pr for loading master data components such as company, addr taxpayer type, buyers, sellers, carriers, origins, destinations many other data elements. The ZyTax Management Suite is an Internet based solution. C components of this application will be utilized strictly by RT

TABLE C: 2-1 System Requirements and Deliverables-Vendor Response Checklist

A.	B	C	D.
			while other components will be available to taxpayers to use on-line mode. The Department of Safety internet guidelines v followed in implementing the application within the state of Hampshire.
11.	Field Audit Tracking Requirements		Out of scope due to elimination of Audit Module.

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

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

In conjunction with ZyTax's Project Management methodology, which shall be used to manage the Project's life cycle, the ZyTax team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and ZyTax team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with ZyTax's Work Plan and shall utilize MS Project 2003 to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the ZyTax and State Project Managers.

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 shall be resolved within five (5) business days. Issues not resolved within this initial period shall 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.
- ZyTax shall provide a separate escrow agreement for the AFTS application.
- ZyTax shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The ZyTax Team shall perform this project at State facilities at no cost to ZyTax.
- The ZyTax Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The ZyTax Team shall honor all holidays observed by ZyTax or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the ZyTax Team, including PCs, phones, Virtual Private Network (VPN) access, internet access, and access to any necessary internal State networks and/or software (within State standards).

VPN access will enable access to State networks, project folders and all servers where AFTS components are installed and configured. VPN access will allow the ZyTax team to access necessary components through the internet to support configuration and issue resolution activities. A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the ZyTax Team and shall be available when the Project begins.

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.
- A Project folder created within VSS (Visual Source Safe) 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. ZyTax Project Manager shall establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for ZyTax and State Teams on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to VSS.
- ZyTax 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 six (6) instances of the applications (instances include: configuration, development, system/integration testing, acceptance testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet ZyTax Certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- The ZyTax team shall implement Release 5.0.

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- All disk and memory requirements based on ZyTax's written recommendation shall be satisfied prior to the ZyTax Team assisting with any installation activities on the State's platform.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The ZyTax Team shall lead the mapping of the legacy Data to the ZyTax applications.
- Additionally, the ZyTax Team shall:
  - Lead the review of functional and technical specifications.
  - Provide the State with ZyTax application Data requirements and Data mappings from the State's legacy system to the new ZyTax AFTS database
  - Lead the resolution of problems and issues associated with the development and implementation of the conversions.
- The State will assist ZyTax with the data conversion from the State's legacy system to the new ZyTax AFTS application
  - The State will unload RTS data from the old system into a comma separated (or similar) file.
  - ZyTax will load the data from the files provided by the State into the new ZyTax AFTS database.
- The data conversions from the State legacy system will include, but not be limited, to the following forms:

Form #	Form Name	RTS Table Name	Comment
RT 132	Motor Fuel Distributor Application	DIST_LIC	
RT 133	Motor Fuel Distributor Bond Form	DIST_LIC	
MFD-1S/AF	Distributor Report-Motor Fuel & Aviation	DIST_REP	Table covers 5 seperate product types: Gasoline, Diesel Fuel, Aviation, Jet-Private, and Jet-Part 121
RT 50	Application for Oil Discharge & Oil Pollution Control License	OIL_LIC	
RT 51	Oil Discharge & Pollution Control Fund Report	ODD/OPC REP	
RT 111	Application for Motor Fuel & Petroleum Products Transporters' License	TRAN_LIC	

F. Project Schedule

Deployment is planned to begin on June 8, 2009 with a planned go-live date of July 6, 2009 based on a project kickoff date of July 7, 2008. The go-live date is scheduled for 1 year after the project kickoff date. The initial schedule is based on a Governor and Council approval date of June 25, 2008. Schedules will be automatically set back a day for every day the Governor and Council approval date is delayed.

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G. **Reporting**

- ZyTax shall conduct bi-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 ZyTax Team shall lead the development of the end-user training plan.
- The ZyTax Team shall deliver all training for the AFTS application
- The State shall schedule and track attendance on all end-user training classes.

I. **Performance Testing**

- The ZyTax 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 ZyTax on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. ZyTax Team Roles and Responsibilities

1) ZyTax Team Project Executive

The ZyTax Team's Project Executives (ZyTax 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 ZyTax Team Project Manager and the State's Project leadership on the best practices for implementing the ZyTax AFTS 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) ZyTax Team Project Manager

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

3) ZyTax Team

3.1 The ZyTax Team shall conduct analysis of requirements, validate the ZyTax 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.

3.2 The ZyTax team also 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 shall vary depending on the phase and specific tasks of the implementation. The demands on the Subject Matter Experts' time shall vary based on the need determined by the State Leads and the phase of the implementation.

1) State Project Manager

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

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

- Assist the ZyTax team staff to obtain requested information if and when required to perform certain project tasks.

2) **State Subject Matter Experts (SMEs)**
The role of the State SMEs is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the implementation. Responsibilities of the SMEs include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and acceptance testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the ZyTax AFTS Software Solution and the business processes the Application supports.

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

- Attend technical training as necessary to support the project;
- Assist the State and ZyTax Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the ZyTax Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- Work in partnership with ZyTax and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it shall be expected that ZyTax shall lead the overall effort with support, assistance and approval from the State; and

- Represent the technical efforts of the State every two weeks project meetings.

4) **State Application DBA (OIT)**
The role of the State Application DBA(s) is to work closely with the ZyTax Team to install and maintain the Application environments throughout the duration of the project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the implementation project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with ZyTax to finalize machine, site, and production configuration;
- Work with ZyTax to finalize logical and physical database configuration;
- Work with ZyTax to install the ZyTax tools, and ZyTax Applications for the development and training environment;
- Work with ZyTax to clone additional application instances as needed by the application teams;
- Work with ZyTax upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with ZyTax and the Application teams to establish and manage an instance management plan throughout the project;
- Work with ZyTax to establish and execute backup and recovery procedures throughout the project;
- Work with the Application Teams to manage the availability of Application instances throughout the project;
- Work with the ZyTax to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.

5) **State System Administrator (OIT)**
The State System Administrator shall provide technical support regarding operating system adjustments and system maintenance. The responsibilities shall include:

- Perform routine ZyTax Application monitoring and tuning;
- Manage operating system adjustments and System Maintenance to maintain system configurations and specifications;
- Establish new ZyTax Application user Ids

- Develop and maintain role-based security as defined by the Application Teams;
- Configure menus, request groups, security rules, and custom responsibilities.

6) **State Network Administrator (OIT)**
The State Network Administrator shall provide technical support regarding networking requirements administration. The responsibilities shall include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers;
- Establish connections among the desktop devices and the Application and database servers.
- Establish connections between the web server and the application server; and
- Establish public access to the web server along with appropriate security

7) **State Testing Lead**
The State's Testing Lead shall lead and coordinate the State's testing efforts. Responsibilities include:

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

3. SOFTWARE APPLICATION

ZyTax shall provide the following Software to the State of New Hampshire Road Toll Bureau:

- ZyTax Management Suite for Government (ZMS) – consisting of the following modules:
  - Government
  - ADIP
  - Web Filing

  - Cross Matching
  - Archiving
- Additional module outside the scope of ZMS
  - Account Management (contains the accounting functionality and other permit related functionality specified by New Hampshire that is not part of the base ZMS)

Note The MFD, OPC and Transporter requirements are satisfied by the customization of the above modules.

4. CONVERSIONS

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

Table 4.1: Planned Conversions

Conversion	Components, if applicable	Lead Responsibility	Description
[illegible]	Licenses, Reports, Bonding Data	ZyTax	Motor Fuel Distributor licenses, monthly fuel tax returns, surety bonding information and summary schedules.
ODPC Licenses	Licenses, Reports	ZyTax	Oil Discharge and pollution control license and monthly fee returns and summary schedules.
Transporter Licenses	Licenses, Reports	ZyTax	Transporter licenses. Monthly transporter reports and supporting schedules are out of scope based on NH specifications.

REPORTS

Pre-saved queries, reports, and Cross-Match templates will be implemented in cooperation with the State. The project scope will include up to 47 pre-saved queries or reports and 13 Cross-Match templates.

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
IRS	ExFIRS	ZyTax	Excise Files Information Retrieval System

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- ZyTax, with the assistance of 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

To more fully address the State's requirements, the ZyTax Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications – ZyTax Developed

Requirement	Enhancement Description
[illegible] Internet Payment [illegible] System shall allow [illegible] by check.	Modifications to the payment module to add a payment method and to provide the ability to print a payment voucher
2.4 RTB Manual Payment Processing [illegible] require the RTB staff [illegible] check payment. The system shall [illegible] amounts entered by RTB staff to AFTS. The RTB staff shall not be allowed to go to the payment option [illegible]	Manual payment processing functionality shall require an additional screen to allow entry of check payments. Role based authorization for screen access is a standard feature of the ZyTax Application suite.
3.1.1 MFD- (New/Renewal): AFTS shall have the capability to capture the required information off the MFD application (RT132). System shall have the capability to capture the required information off the bond form application (for new accounts), (RT133). AFTS shall provide a report that calculates minimum bond levels, and flags those accounts that do not meet them. System shall generate renewal notices on or before May [illegible] of each year. The renewal notice [illegible] applications as well. System shall generate [illegible] MFD licensees whose application has not been received. System shall generate license certificates for renewal and new applicants.	**An MFD application form (RT132) and a bond form application (RT133) shall be created as a separate form to process new / renewals / additions.** The Account Management module shall include the capability to calculate and report on minimum bond levels, generate renewal notices and applications, report on MFD licensees whose applications have not been received, and to generate license certificates as appropriate.

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Requirement	Enhancement Description
h) Verify that the sales reported on the Disbursement Schedule as sales to licensed distributors have been reported by the purchaser as purchases and by verifying that the type of fuel reported by the purchaser matches the type of fuel indicated by the seller. For example, if a distributor reports selling Automotive Gasoline, the system must then check to make certain that the purchasing distributor reports a corresponding purchase of Automotive Gasoline. The cross-match shall be made on the purchaser's license number or FEIN, the document number and the quantity. If the purchaser has not reported a document number, or [illegible] between the [illegible] reported by the purchaser and by the seller [illegible] in which the quantity reported [illegible] tolerance to be provided by RTAB, AFTS shall provide a file containing the exceptions and provide real-time access with the capability to perform searches to make updates and produce billings of unreported taxes. AFTS shall allow the RTAB to initiate this function and specify the filing period or periods.	h) Verifying sales to licensed distributors matches purchaser receipt schedules is a core part of ZMS cross-matching functionality. ZMS cross matching is highly configurable and flags discrepancies in fuel types, FEINs or license numbers, bill of ladings, bill of lading dates, gallons. Gross Gallon tolerances can be set on either quantity or percentage, per RTAB specifications. ZyTax shall work with RTAB to design cross-match templates to be used for cross-matching. RTAB can use the templates as is, or as a base for custom-built cross-match criteria. In addition, RTB can create custom ad-hoc cross-match criteria. ZyTax Cross-Matching is currently installed in the States of North Carolina, South Carolina and Tennessee. After running the cross-match, RTAB can compare sales to receipts, manually clearing discrepancies such as zero suppressed bill of lading numbers. Searches and real-time access are part of the core ZMS application. Producing billings of unreported taxes is a new feature that shall be developed and included in the base ZMS application, with RTB able to initiate the function and specify a filing period or range of filing periods.

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Requirement	Enhancement Description
[illegible] imported from other states by cross-matching the receipt schedules with Data from ExSTARS. Data from ExSTARS shall be cross-matched with the receipt schedules using the distributor's license number or FEIN, the document number, and the quantity. Also, verify that the type of fuel reported by the purchasing distributor matches the type of fuel from ExSTARS. If the purchasing distributor has not reported a [illegible]	A Cross-Matching template shall be created to compare imports using ExSTARS Data against Distributor Receipts. Match fields shall include distributor FEIN, document number, gallon quantity (within RTAB tolerances), and fuel type. RTAB shall be able to initiate the function. ZMS provides additional features including the ability to select a specific filing period or a range of periods, real-time access, and update capability. All listed features are part of the base ZMS application and are similar to cross-match templates available for other State implementations. The ability to generate billings for un-reported taxes shall be part of the Account Management Module.
[illegible] Audit Selection: AFTS shall provide for Ad Hoc queries (on-line and printed) to select Data to include at a minimum the following associated Data elements: k) Account/license number l) Account/licensee name m) Account/licensee address, phone number, contact person n) License Issue/Closure Date o) Product type p) Number of gross gallons purchased and sold q) Reporting Month r) [illegible] s) [illegible] t) Document number	ZMS provides for Ad Hoc queries to select Data for both on-line and printed viewing. All listed fields are available in ZMS and the majority of those fields listed are currently available to query against. ZMS shall be modified to include all listed fields in the query tools.
[illegible] ODPCF (New/Renewal): System shall provide the capability to capture the required information off the ODPCF application (RT50). System shall generate license certificates for all applicants.	An OPCF application form (R50) shall be created as a separate form to process new / renewals / additions. The Account Management module shall include the capability to generate license certificates as appropriate.

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Requirement	Enhancement Description
4.15(d) Verify [illegible] imported from other states by cross matching the receipt schedules with Data from ExSTARS. Data from ExSTARS shall be cross matched with the receipt schedules using the license number, [illegible] document number and the [illegible] quantity. [illegible] the purchasing licensee matches the [illegible] from ExSTARS. [illegible] importing licensee has not reported a document or the quantity [illegible] to match the quantity reported (within tolerance to be provided by the RTAB), the AFTS shall [illegible] containing these items and provide real-time access with the capability to perform searches and updates and produce billings for unreported taxes. The system shall allow the RTAB to initiate this function and specify the filing period or periods.	ZyTax Cross-Matching shall be used to verify receipt schedules match ExSTARS information. After running the cross-match, RTAB can manually clear discrepancies such as zero suppressed bill of lading numbers. Searches and real-time access are part of the core ZMS application. Producing billings of unreported taxes is not a current feature of ZMS. This feature shall be included in the proposed Account Management module.
4.15(e) Produce Subsequent billings of additional principal, penalty and interest for unreported or late transactions. This shall include the name of the company and address to which the assessment is to be issued, the period the assessment pertains to, license number, amount of gallons, amount of principal, applicable penalties and interest due from the company, the gallons per bill of lading purchased from. The system shall allow the RTAB to initiate this function and specify the filing period or periods. These would become desk billings.	Producing billings of additional principal, penalty and interest for unreported or late transactions is a new feature that shall be developed in the Account Management Module.

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Requirement	Enhancement Description
[illegible] AFTS shall provide for Ad Hoc queries (on-line and printed) [illegible] selection to include at a minimum the following [illegible] data elements: [illegible] o) Account/license number p) Account/license name q) Account/license address [illegible] person r) License [illegible] s) Product type t) Gross Gallons Received [illegible] u) Gross Gallons [illegible] v) Sales [illegible] w) Tax Paid [illegible] x) Adjustments y) Reporting month z) Purchaser and FEIN aa) Seller and FEIN bb) Document number	The ZMS Query Wizard provides for Ad Hoc queries to select Data for both on-line and printed viewing. All listed fields are available in ZMS and the majority of those fields listed are currently available for selection in the Query Wizards. ZMS shall be modified to include all listed fields in the query tools.
5.1: License Application – Transporter (New/Renewal): System shall have the capability to capture the required information off the Transporter application (RT111). System shall generate renewal notices on or before May 15th of each year. The renewal notice shall also have a renewal application as well. System shall generate a report of those ODPCF licensees whose application has not been received. System shall generate license certificates for renewal and new applicants.	A Transporter application form (RT111) shall be created as a separate form to process new / renewals / additions. The proposed Account Management module shall include the capability to generate renewal notices, report on licensees whose application has not been received, and to generate license certificates as appropriate.

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

Task Name	Duration	Start	Finish
Project Definition	–	07/07/2008	08/01/2008
Project Management	20 days	07/07/2008	08/01/2008
Review Current Systems	20 days	07/07/2008	08/01/2008
Document Existing Workflows	20 days	07/07/2008	08/01/2008

Document Training Requirements	20 days	07/07/2008	08/01/2008
Document Current Architecture	20 days	07/07/2008	08/01/2008
Document To Be Process	20 days	07/07/2008	08/01/2008
Project Work Plan Complete	0 days [2]	08/01/2008	08/01/2008
As Is Process Overview	1 day	08/01/2008	08/01/2008
Design	–	08/04/2008	10/31/2008
Project Management	65 days	08/04/2008	10/31/2008
Design Technical Architecture	65 days	08/04/2008	10/31/2008
Design Role and Security Approach	65 days	08/04/2008	10/31/2008
Design Interfaces	65 days	08/04/2008	10/31/2008
Design Returns	65 days	08/04/2008	10/31/2008
Design Schedules	65 days	08/04/2008	10/31/2008
Design Workflows	65 days	08/04/2008	10/31/2008
Design Custom Reports	65 days	08/04/2008	10/31/2008
Design Account Management	65 days	08/04/2008	10/31/2008
Design Training Approach	65 days	08/04/2008	10/31/2008
SME Design Support	65 days	08/04/2008	10/31/2008
Design Review	23 days	10/01/2008	10/31/2008
Design Technical Architecture	23 days	10/01/2008	10/31/2008
Design Production Monitoring	23 days	10/01/2008	10/31/2008
Design Signoff [3]	0 days	10/31/2008	10/31/2008
Initiation Phase Complete	0 days	10/31/2008	10/31/2008
Role and Security Design	1 day	10/31/2008	10/31/2008
MFD Design	1 day	10/31/2008	10/31/2008
OPC Design	1 day	10/31/2008	10/31/2008
Transporter Design	1 day	10/31/2008	10/31/2008
IFTA Design	1 day	10/31/2008	10/31/2008
Interface Design	1 day	10/31/2008	10/31/2008
Custom Report Design	1 day	10/31/2008	10/31/2008
Workflow Design	1 day	10/31/2008	10/31/2008
Account Management Design	1 day	10/31/2008	10/31/2008
Technical Architecture Design 3	1 day	10/31/2008	10/31/2008
Development		11/03/2008	05/01/2009
Project Management	126 days	11/03/2008	04/01/2009
Develop Interfaces	104 days	11/03/2008	04/01/2009
Develop Returns	104 days	11/03/2008	04/01/2009
Develop Schedules	104 days	11/03/2008	04/01/2009
Develop Workflows	104 days	11/03/2008	04/01/2009

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[2] Tasks with Duration = 0 days are milestones and not actual tasks

[3] NH RTB Responsibility

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WORK PLAN

Develop Custom Reports	104 days	11/03/2008	04/01/2009
Develop Account Management	104 days	11/03/2008	04/01/2009
System Test Execution	43 days	04/02/2009	05/01/2009
Conduct Train-the-Trainer Training	11 days	4/16/2009	05/01/2009
Configuration Phase Complete	0 days	05/01/2009	05/01/2009
Working System for UAT	1 day	05/01/2009	05/01/2009
Technical Architecture 3	1 day	05/01/2009	05/01/2009
Migration Procedures	1 day	05/01/2009	05/01/2009
Training Documentation	1 day	05/01/2009	05/01/2009
User Guides	1 day	05/01/2009	05/01/2009
Help Screens	1 day	05/01/2009	05/01/2009
UAT Test Plan	1 day	05/01/2009	05/01/2009
User Acceptance Testing	--	05/04/2009	06/05/2009
Project Management	22 days	05/04/2009	06/05/2009
Account Management - Support / Bug Fix	22 days	05/04/2009	06/05/2009
Return Processing - Support / Bug Fix	22 days	05/04/2009	06/05/2009
Custom Report - Support / Bug Fix	22 days	05/04/2009	06/05/2009
Interface - Support / Bug Fix	22 days	05/04/2009	06/05/2009
UAT Test Execution [4]	22 days	05/04/2009	06/05/2009
UAT Signoff 3	0 days	06/05/2009	06/05/2009
Deploy	--	06/08/2009	07/03/2009
Project Management	21 days	06/08/2009	07/03/2009
Train Support Staff	21 days	06/08/2009	07/03/2009
Data and Code Migration to Production	21 days	06/08/2009	07/03/2009
Execute Final Data Conversion	21 days	06/08/2009	07/03/2009
Configure NH Roles and Security	21 days	06/08/2009	07/03/2009
Tune Production Environment	21 days	06/08/2009	07/03/2009
Build Production Architecture	21 days	06/08/2009	07/03/2009
Configure Production Software	21 days	06/08/2009	07/03/2009
Configure Production Database	21 days	06/08/2009	07/03/2009
Implement System Monitoring	21 days	06/08/2009	07/03/2009
Go Live	1 day	07/06/2009	07/06/2009
Implementation Phase Complete	1 day	07/06/2009	07/06/2009
Production Support	340 days	07/06/2009	08/07/2009
Project Management	22 days	07/06/2009	08/07/2009
Production Support	22 days	07/06/2009	08/07/2009
Project Close Out	1 day	08/07/2009	08/07/2009

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[4] 8 NH RTB Resources

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EXHIBIT J
SOFTWARE LICENSE AND RELATED TERMS

1. LICENSE GRANT

Subject to the terms and conditions of the Contract Documents, ZyTax hereby grants to the State a perpetual, nonexclusive, nontransferable, and irrevocable license to use of the Software and its associated documentation.

The Vendor shall submit copies of its proposed AFTS license agreement which shall not contain any terms or provisions that conflict with the State's software license and warranty requirements or terms and conditions set forth in Section 6: *General Contract Requirements* and Appendix G: *General Standards and Requirements*, respectively. The Vendor's standard AFTS license form will not be acceptable.

2. DOCUMENTATION

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated documentation and two (2) electronic versions 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 reverse assemble, reverse compile or otherwise derive a source code version of the Software.

4. TITLE

The Vendor 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.

5. AFTS SOFTWARE ESCROW

5.1 ZyTax represents and warrants that the currently existing source code for the AFTS Software licensed to the State under the Contract, as well as the Documentation for such AFTS software, and developer comments to the source code for the AFTS Software (the "Deposit Materials") have been deposited in an escrow account maintained at Iron Mountain Inc, (f/k/a DSI) ("Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the AFTS 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). ZyTax shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the AFTS Software in escrow.

5.2 ZyTax 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, ZyTax shall provide the State with written verification that the AFTS Software has been deposited with the Escrow Agent.

5.3 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) ZyTax institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
(b) ZyTax has made an assignment for the benefit of creditors;
(c) A receiver or similar officer has been appointed to take charge of all or part of ZyTax's assets;
(d) ZyTax terminates its maintenance and support Services for the AFTS Software or has ceased supporting and maintaining the AFTS 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; termination for convenience or other fault of the State;
(e) The State terminates this Agreement as a result of ZyTax's default under the Contract; or
(f) ZyTax ceases its on-going business operations, or that portion of its business operations relating to the licensing and maintenance of the AFTS Software, without a successor.

5.4 In the event that Deposit Materials are released from escrow to the State, ZyTax hereby grants the State the right to use, copy, modify, display, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (ZyTax, agents, etc.), solely for the purpose of completing the performance of ZyTax's obligations under the Contract, including, but not limited to, providing maintenance and support for the AFTS Software and subject to the rights granted in this Contract. Object code compiled from the source code contained in the Deposit Materials may be distributed by the State as permitted in this Contract.

5.5 ZyTax 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.

6. VIRUSES

ZyTax shall provide Software that, at the time it is provided to the State hereunder, shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software ("Viruses") in accordance with the Specifications. The State shall use commercially reasonable methods to prevent, detect and eradicate Viruses on its computer systems.

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

7. AUDIT

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

8. **Termination** In the event of any termination of this Contract: (i) if all applicable license purchase fees for Software have been paid, then the license for such Software shall continue if and for so long as the State continues to comply with the terms and conditions of this Contract with respect to such license; (ii) any license for which purchase fees have not been paid shall terminate immediately; and (iii) subject to subsection (i) above, each party shall cease use of the other party's Confidential Information and other materials provided hereunder and promptly return them to the other party;

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EXHIBIT K
WARRANTY AND WARRANDY SERVICES

1. WARRANTIES

1.1 Software

The Vendor shall warrant that the System must operate to conform to the specifications, terms, and requirements of the Contract. The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the specifications.

1.2 Services

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

1.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use, all Services, equipment, and Software 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, ZyTax shall defend and indemnify the State against the claim provided that the State:

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

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

If ZyTax believes or it is determined that any of the Material may have violated someone else's intellectual property rights, ZyTax 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, ZyTax may end the license, and require return of the applicable Material and refund (i) all prepaid but unused Services fees, and (ii) a pro-rata portion of the license fees the State has paid ZyTax under the Contract, based on a five (5) year straight line depreciation schedule. ZyTax shall not indemnify the State if the State alters the Material without ZyTax's consent or uses it outside the scope of use identified in ZyTax's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. ZyTax shall 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 ZyTax . ZyTax shall 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 ZyTax , without ZyTax's consent.

1.4 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications.

1.5 Compatibility

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct deficiencies or as an enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 Professional Services

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and those Services will comply with performance standards.

2 WARRANTY SERVICES

The Vendor shall agree 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 and terms and requirements of the Contract, including without limitation, correcting all errors, and defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications, terms, and requirements 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. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the software, and to report and resolve Software problems during normal business hours, 8:00 AM-5: 00 PM (CST) Monday through Friday. On-site additional Services, if necessary, within one (1) business day of a request;

d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

e. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:

1. nature of the deficiency;
2. current status of the deficiency;
3. action plans, dates, and times;
4. expected and actual completion time;
5. deficiency resolution information;

f. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or deficiencies by collecting the following information:

1. mean time between reported deficiencies with the Software;
2. diagnosis of the root cause of the problem; and
3. identification of repeat calls or repeat Software problems

g. All deficiencies found during the Warranty Period and all deficiencies found with the Warranty Releases shall be corrected or a workaround provided by the Vendor no later than 10 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event the Vendor fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) 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 intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

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WARRANTY AND WARRANDY SERVICES

3. WARRANTY PERIOD

The Warranty period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue through one hundred and eighty (180) days.

For subsequent modules or functions, the Warranty Period will extend for one hundred and eighty (180) days after each of the remaining major functions or modules, integrated successfully with the entire System, receives a Letter of Acceptance from the State.

If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further deficiencies with the System Software must be corrected and run fault free for thirty (30) days.

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EXHIBIT L
TRAINING SERVICES

ZyTax shall provide the following Training Services.

A. TRAINING

All courses are to be offered on-site in New Hampshire and shall available for up to twelve (12) students. 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

a. Instructor-Lead Class Training

This method helps build the in-depth knowledge and hands-on experience the State's employees shall need to succeed in their job role with ZyTax. From in-class demonstrations led by experienced ZyTax 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. ZyTax, 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 in the form of PowerPoint presentations, on-line application help, user guides and frequently asked questions, 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	
	ZyTax, 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. Detail roles, course content, and estimated course length.	Assist to analyze skill requirements. Assist to detail roles, course content, and estimated length.

User Training Approach	Role and Responsibility	
	ZyTax, Inc. Team	State of NH
Produce Training Materials and End-User Documentation	Lead the development of materials and documentation to include: ZyTax, Inc. providing training material in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	ZyTax, Inc. Conduct training classes for the State's user and technical support personnel	Attend the ZyTax delivered training sessions.
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.

c. Key User Training Approach Activities

1) Identify State End Users

The ZyTax Team shall lead the State in identifying and categorizing its end users:

User Category 1—Power User Training: Power Users 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 AFTS transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users shall access the system for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the AFTS Software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

d. Develop Training Plan

The ZyTax Team shall act as the training lead and shall provide guidance, coaching, materials, and tools 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, 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 in the form of PowerPoint presentations, user guides, on-line application help and frequently asked questions 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 AFTS initiative.

e. Develop Training Curriculum

ZyTax shall develop a recommended training curriculum for the State of New Hampshire End Users.

f. Produce Training Materials and End-User Documentation
The ZyTax team shall lead the efforts to produce the training materials and end-user documentation.

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EXHIBIT M
AGENCY RFP (WITH ADDENDA) INCORPORATED

NH DOS Road Toll Bureau RFP 2007-060 (with Addendums 1 and 2)

Incorporated is attached herewith.

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EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

ZyTax Proposal to DOS RFP 2007-060 is incorporated herein by reference.

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EXHIBIT S

FUNDING SOURCES

Agency	Appropriation Code	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	Total
DOS	Enhanced Rd Tolls	$ 708,878	$ -	$ -	$ -	$ -	$ 708,878
	030-023-0443-068-0151						
	100% Highway Funds						
DES	Oil Fund Board	$ 354,440	$ -	$ -	$ -	$ -	$ 354,440
	010-044-1421-102-0731						
	100% Oil Funds						
OIT	Agency Software Division						
	DOS 010-003-1660-024-0230	$ 21,583	$ 86,333	$ 86,333	$ 86,333	$ 86,333	$ 366,917
	100% Highway Funds						
	DES 010-003-1670-024-0230	$ 10,792	$ 43,167	$ 43,167	$ 43,167	$ 43,167	$ 183,458
	100% Oil Funds						
	Total	$ 1,095,693	$ 129,500	$ 129,500	$ 129,500	$ 129,500	$ 1,613,693