State of New Hampshire
Department of Revenue Administration

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

Lindsey M. Stepp
Commissioner

Carollynn J. Lear
Assistant Commissioner

October 16, 2018

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

REQUESTED ACTION

Authorize the Department of Revenue Administration (DRA) to enter into a contract with FAST Enterprises, LLC (FAST), 7229 S. Alton Way, Centennial, CO 80112, to provide the DRA with a new Revenue Information Management System (RIMS), in an amount not to exceed $29,550,000 with three options to renew for three additional years each, effective upon Governor and Council approval through December 31, 2025.
100% Capital Funds.

Funding is available in account <u>17-228:1-228:A RIMS</u> as follows:

	FY2019
01-84-84-840030-16800000-034-Capital Projects	$29,550,000

EXPLANATION

The DRA seeks to establish a new Revenue Information Management System (RIMS) which will house and consolidate all taxpayer data. RIMS will be used by taxpayers, practitioners, and DRA staff to meet the DRA's mission of fairly and efficiently administering the tax laws of the State of New Hampshire, collecting the proper amount of taxes due, and incurring the least cost to the taxpayers in a manner that merits the highest degree of public confidence in its integrity.

The DRA's current Tax Information Management System (TIMS) is limited in its functionality, putting strain on the reliability, completeness, and security of taxpayer data.

A replacement system of this magnitude will provide benefits to the taxpayer community as well as the state. The taxpayer community will benefit from an online self-service portal, fast refund processing, and more timely issue resolution. All will benefit from the improved system security, data quality and cross-agency data sharing. DRA will see improvements surrounding identification of fraud and non-compliance.

FAST shall provide to the DRA a COTS software (GenTax) developed specifically for the administration of tax, revenue, and license programs.

TDD Access: Relay NH 1-800-735-2964
*Individuals who need auxiliary aids for effective communication in programs and services of the
Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

FAST will serve as the software developer, system integrator, consulting-services provider and product-support vendor for the GenTax implementation project.

GenTax will operate on industry standard hardware, operating systems, and relational database management systems.
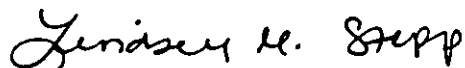
A Request for Proposal (RFP) (RFP #2017-101) was issued and advertised on the State Purchasing website. Two companies responded to this RFP. The proposal team members included: Lindsey Stepp, Commissioner, Roger Marchand, Project Manager, Debra Bourbeau, Director of Taxpayer Services, Kerrin Rounds, former Assistant Director of Audit, and Karen Sampson, Information Technology Manager. This team was assembled based upon each having an area of expertise in technology project implementation, project management, tax administration, and DRA operations.

FAST Enterprises LLC, was chosen over the other responding vendor. FAST has a longstanding and proven track record implementing their GenTax integrated tax processing software, which is designed to support public sector tax administration agencies in accomplishing their missions in a manner that maximizes efficiency, security, data quality, and customer service. Over half of the U.S. states utilize the GenTax system, along with numerous local and foreign governments.

The contract term may be extended up to three times, each with a duration of up to three years at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term up to but not beyond December 31, 2034, contingent upon sufficient funds being available, and subject to the approval of Governor and Council.

Source of funds: 100% capital funds

Respectfully Submitted,

Lindsey M. Stepp

Lindsey M. Stepp
Commissioner of Revenue Administration

PROPOSAL EVALUATION SUMMARY
DRA RFP 2017-010 Revenue Information Management System

The State used a scoring scale of 1000 points, applied to the Solution as a whole. Points were distributed among five (5) factors:

225 points – Software Functionality
225 points – Solution Architecture
200 points – Technical, Service, and Project Management Approach
150 points – Company Qualifications
200 points – Solution Cost (Rates and Pricing)
1000 points – Total Possible Score

Vendor	Software Functionality	Solution Architecture	Technical, Service, and Project Management Approach	Company Qualifications	Solution Cost (Rates and Pricing	TOTAL POINTS
	225 points	225 points	200 points	150 points	200 points	1000 Max Points
Revenue Solutions Inc.	174.1	185.4	150.5	87.7	200.0	797.7
Fast Enterprises, LLC	168.7	187.9	155.3	134.7	173.1	819.7

Individual Scorer - Name	Individual Scorer - Position/Agency
Lindsey Stepp	Commissioner NH Department of Revenue Administration
Debra Bourbeau	Director of Taxpayer Services Division NH Department of Revenue Administration
Kerrin Rounds	Former Assistant Director of Audit Division NH Department of Revenue Administration
Roger Marchand	Project Manager NH Department of Revenue Administration
Karen Sampson	IT Manager, Agency Software Division NH Department of Information Technology

Denis Goulet
Commissioner

October 15, 2018

Lindsey M. Stepp, Commissioner
Department of Revenue Administration
State of New Hampshire
109 Pleasant Street
Concord, NH 03302

Dear Commissioner Stepp:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Revenue Administrations request to enter into a contract with FAST Enterprises, LLC (FAST) 7229 S. Alton Way, Centennial, CO 80112, as described below and referenced as DoIT No. 2017-101.

This contract is to procure a new Revenue Information Management System (RIMS). RIMS will be a complete backend technology system, housing and consolidating all taxpayer data. RIMS will be used by taxpayers, practitioners, and DRA staff to meet the DRA's mission of fairly and efficiently administering the tax laws of the State of New Hampshire.

The amount of the contract is not to exceed $29,550,000.00, and shall become effective upon the date of Governor and Executive Council approval through December 31, 2025.

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

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2017-101

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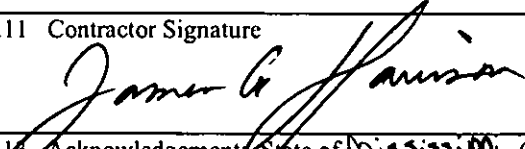
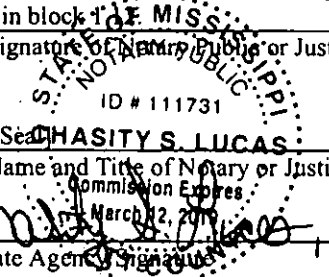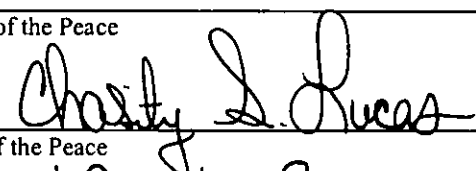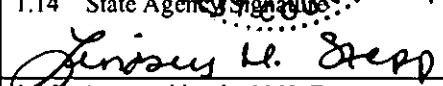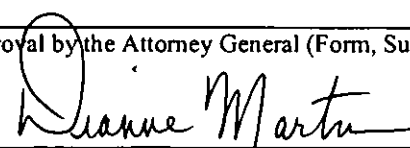<u>Notice:</u> This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Revenue Administration	1.2 State Agency Address 109 Pleasant Street - PO Box 457 Concord, NH 03302
1.3 Contractor Name Fast Enterprises, L.L.C.	1.4 Contractor Address 7229 S Alton Way, Centennial, CO 80112

1.5 Contractor Phone Number 877-275-3278	1.6 Account Number 30-1680000-500152	1.7 Completion Date December 31, 2025	1.8 Price Limitation $29,550,000

1.9 Contracting Officer for State Agency Lindsey M. Stepp, Commissioner	1.10 State Agency Telephone Number 603-230-5006
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory James G. Harrison Authorized Signatory

1.13 Acknowledgement State of Mississippi, County of Hinds

On October 16, 2018, 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. MISS.

1.13.1 Signature of Notary Public or Justice of the Peace ID # 111731 [Seal] HASITY S. LUCAS	
1.13.2 Name and Title of Notary or Justice of the Peace Chasity Lucas, Legal Secretary, Sr.	
1.14 State Agency Signature Lindsey M. Stepp Date: 8/7/2018	1.15 Name and Title of State Agency Signatory Lindsey M. Stepp, Commissioner

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

By: Director, On:

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

By: Dianne Martin On: 10/18/18

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

By: On:

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

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

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

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

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

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

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

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Contractor Initials _____

Date _16 · Oct · 18_

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials _____

Date ___ 16-Oct-18

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

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

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

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

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

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

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

21. HEADINGS.
The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
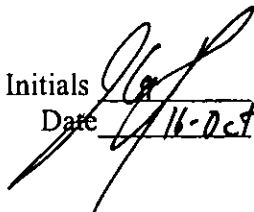
22. SPECIAL PROVISIONS.
Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

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Contractor Initials _____

Date _____ 16-Oct-18

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
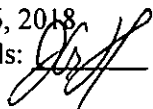## PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TABLE OF CONTENTS

1

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Acceptance Process and Criteria	The process set forth in Part 3, Exhibit A, Section 3 that establishes the procedure and criteria for acceptance of deliverables.
Agreement	A Contract duly executed and legally binding.
API	Application programming interface.
Appendix	Supplementary material that is collected and appended at the back of a document.
Authorized User	The Contractor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal Process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract. (See Contract Agreement Part 1, P-37 General Provisions - Block 1.7)
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.

2

Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, Exhibits, and RFP, which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the Conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract. (See Part 2, IT Provisions - Section 1.1)
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Part 2, IT Provisions - Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in the Part 1, P-37 General Provisions - Section 1.8: *Price Limitation,* as well as, Part 3 - Exhibit B - Paragraph 2: *Contract Price.*
Contractor	The Contractor and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under the Contract.
COTS	Commercial Off-The-Shelf Software.
Cure Period	The thirty (30) day period following written notification of a default within which a Contractor must cure the default identified.
Custom Software	Software developed by the Contractor for the sole use of the State of New Hampshire.
Data	State's records, files, forms, data and other documents or information, in either electronic or paper form, that will be used/converted by the Contractor during the Contract Term.
Data Conversion Testing	Testing to ensure that a Data conversion process correctly takes Data from a legacy System and successfully converts it to a form that can be used by the new System.

State of NH Contract 2017-101
IT provisions – Part 2
Date: October 16, 20__
Contractor Initials: _____

Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
Deficiencies/Defects	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA Chapter 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.

FAST Implementation Methodology	The FAST Implementation Methodology is specified in Exhibits A.2 and E, and in the Vendor Proposal Response, attached hereto as Exhibit N.
Firm Fixed Price Contract	A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and the Executive Council	The New Hampshire Governor and the Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a System or application for security purposes and the validation of those users.
Implementation	The process for making the System Operational.
Implementation Plan	Sets forth the transition from development of the System to full Operation, and includes without limitation, training, business and technical procedures.
Implementation Period	The period of time beginning with the Effective Date and ending with the production cutover of Rollout 3.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Non-Public Data	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
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 4:30 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. Specific dates will be provided.

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Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Operating System	System software that manages computer hardware and software and provides common services for computer system.
Operational	Operational means that the System is operating and substantially functional. Substantially all Data, as agreed, has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Penetration Testing	Certification that a Software and System environment has undergone testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST).
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including bank account number, credit or debit card numbers.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Project Staff	State personnel assigned to work with the Contractor on the Project.
Proposal	The submission from a Contractor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product

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	and/or Service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Software	All Custom Software and COTS Software provided by the Contractor under the Contract.
Software Deliverables	The COTS Software provided under this Contract and any Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor in response to the RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Revenue Administration 109 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high-level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.

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State's Confidential Records	State's information and confidentiality regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A: *Access to Governmental Records and Meetings.*
State Data	All Data created by or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any System owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State's Project Director	State's representative with regard to Project management and technical matters. Agency Project Director is responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR). See section 4.5
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
Substantial Completion	With respect to a given Deliverable, the point at which a Deliverable is sufficiently complete in accordance with the contract specifications and its expected functionalities so that the State can utilize the Deliverable for its intended purposes.
System Test	Knowledgeable business users who are familiar with the scope of the Project create/develop/run test cases to confirm the System was developed according to specific user requirements. System test validates the integration between the individual unit application components and verifies that the new System meets defined requirements and support execution of interfaces and business processes. The System Test is performed in a test environment. The test cases and scripts/scenarios should be derived from DRA business processes and scenarios including, especially, exception scenarios.
TBD	To Be Determined
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.

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Term	Period of the Contract from the Effective Date through termination.
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
Vendor/ Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer System, application or network.
Warranty Period	A period of coverage during which Contractor is responsible for repairing defects in products and Services delivered as defined in the Contract.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Part 3 - Exhibit A: *Contract Deliverables*. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software Written Deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS
This Contract Agreement 2017-101 is comprised of the following documents:

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

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Exhibit K - Warranty and Warranty Services
Exhibit L - Intentionally Omitted
Exhibit M - Agency RFP with Addendums, by reference
Exhibit N - Vendor Proposal Response, by reference
Exhibit O - Certificates and Attachments

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

a. State of New Hampshire, Department of Revenue Administration Contract Agreement 2017-101, including Parts 1, 2, and 3 Exhibits A-F, I, K, and O.
b. State of New Hampshire, Department of Revenue Administration RFP 2017-101 Revenue Information Management System (RIMS), which is set forth at Exhibit M.
c. Vendor Proposal Response to RFP 2017-101, dated October 20, 2017, which is set forth at Exhibit N.
d. GenTax Software Licensing Agreement, which is set forth at Exhibit J.

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date.* The term may be extended up to three times, each with a duration of up to three years ("Extended Term"), up to but not beyond December 31, 2034, at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

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

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

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation.* Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: *Contract Price and/ Price Limitation/Payment,* and Part 3 - Exhibit B: *Price and Payment Schedule.*

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

> James Harrison - Partner Fast Enterprises, LLC
> 7229 S. Alton Way
> Centennial, Colorado 80112
> Tel: (877) 275-3278
> Email: JHarrison@FastEnterprises.com

4.2 THE CONTRACTOR'S PROJECT DIRECTOR

4.2.1 The Contractor shall assign a qualified Project Director who shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor's Implementation Team. The State may require removal or reassignment of the Contractor's Project Director who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 **The Contractor's Team Project Director will have the following responsibilities:**
- Maintain communications with the State's Project Director;
- Work with the State in planning and conducting a kick-off meeting;
- In collaboration with the State, create and maintain the Work Plan;
- Assign the Contractor's Implementation Team to Project tasks in accordance with the Schedule;
- Define roles and responsibilities of all the Contractor's Implementation Team members;
- Provide Weekly and monthly update progress reports to the State Project Director;
- Notify the State Project Director 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 Director and with appropriate Change Control Process approvals as identified in the Implementation Plan;
- Inform the State Project Director 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 Director;
- Manage handoff to the State operations staff.

- The Contractor's Project Director, or designee, must be available to promptly respond during normal Business Hours, and be at the site as needed.
- The Contractor's Project Director must work diligently and use his/her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor Project Director during the Implementation Period without providing the State written justification and obtaining the prior written approval of the State. The Contractor's selection of the replacement Project Director shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Director's resume, qualifications, references, and background checks, and an interview. State approvals for replacement of the Contractor's Project Director shall not be unreasonably withheld. The replacement Project Director shall have comparable or greater skills than the Contractor's Project Director being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2, IT Provisions - Section 4.2.1: Contract Project Director, and in Part 2, IT Provisions - Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement Contractor's Project Director within ten (10) business days of the departure of the prior Contractor's Project Director, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Contractor's Project Director.

4.2.4 Contractor's Project Director is:

> Arthur Jon (AJ) Erickson
> Fast Project Director/Fast Director
> 7229 S. Alton Way
> Centennial, Colorado 80112
> Tel: (877) 275-3278
> Email: AErickson@FastEnterprises.com

4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor shall assign Key Project Staff who can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.3: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2, IT Provisions - Section 4.6: *Background Checks*.

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments during the Implementation Period without providing the State written justification and

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obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- Part 2, IT Provisions - Section 4.6: *Reference and Background Checks.*

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

The Contractor's Key Project Staff:

Key Member(s)	Title
Arthur Jon (AJ) Erickson	Project Director
Mark Balcerak	Architect
Kevin Liening	Technical Manager
Stephen Downs	Conversion Manager
Kasey Wong	Training and Testing 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:
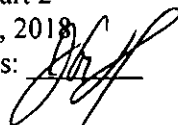
Lindsey Stepp, Commissioner - Contract Manager
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire, 03301
Telephone: (603) 230-5010
Email: Lindsey.Stepp@dra.nh.gov

4.5 STATE PROJECT DIRECTOR
The State shall assign a Project Director. The State Project Director's duties shall include but are not limited to the following:

- Providing business guidance and decision support when project team members require additional help in solidifying a decision; and discerning when a decision should be escalated to executive staff.
- Representing the DRA in partnership with DoIT and FAST to ensure the RIMS project is implemented in a way that best aligns with the agency's overall goals and business objectives

- Manage legacy shutdown activities, legacy system related tasks, extract responsibilities, etc.
- Leading regular status meetings with Project Team
- Acting as a liaison between DRA/DoIT management and the project to facilitate the flow of information in both directions
- Advising DRA management regarding the feasibility of organizational changes and the effects on RIMS
- Preparing and presenting project updates to Executive Steering Committee (shared responsibility with FAST Project Director) Preparing and using Delivery Workbench to perform regular reviews; and monitoring Delivery Workbench to ensure the project work is being timely and properly executed (shared responsibility with FAST Project Director)
- Reviewing RIMS team progress and aligning internal project resources to ensure proper individuals are assigned to project tasks and adjust resources and/or tasks where necessary (shared responsibility with FAST Project Director)
- Working directly with DRA and DoIT management to ensure non-project resources are properly allocated for a successful implementation of each rollout
- Championing the implementation project to external stakeholders
- Overseeing the Decision Request process (shared responsibility with FAST Project Director)
- Overseeing the Pull List (shared responsibility with FAST Project Director)
- Signing off on all deliverables
- Continually reminding and supporting the project Subject Matter Experts (SMEs) and DoIT staff to ensure:
  - SMEs are communicating project happenings and decisions back to their operational areas and management
  - SMEs are empowered to make decisions on behalf of the agency
  - Project team is meeting with proper business representatives to ensure agency goals and directives are being aligned with project definitions
  - DoIT staff are immersing themselves in the new technology, learning from FAST counterparts on the tool suite
  - DoIT staff are helping to understand business process and bridging the gap between business and IT through meetings and open conversations

The State Project Director is:
Lisa Crowley
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire, 03301
Telephone: 603-230-5044
Email: lisa.crowley@dra.nh.gov

During the Implementation Period, should the State appoint a replacement State Project Director, such replacement shall be an individual who works full time for DRA on the business side. The State shall use its best efforts to move the replacement State Project Director's, office to the project space for the project duration, and to ensure they expend at least 90% of their working hours directly on the work project.

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for at least 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor Project Director and the Contractor's Staff assigned to the project in accordance with DRA Policy 14-012-HR as amended from time to time and in effect. The State shall maintain the confidentiality of background screening results in accordance with Part 2, IT Provisions - Section 11: *Use of State's Information and Confidentiality.*

4.7 THIRD-PARTY INVOLVEMENT

Provided the Contractor hasn't breached the Contract, all individuals working on the project will either be State employees or Contractor employees, unless mutually agreed in writing. Notwithstanding the foregoing, the State may engage non-state employees to perform Independent Verification and Validation (IV&V) Services subject to the following limitations: If any IV&V Services are required from an independent company, they will be limited to no more than four (4) representatives visiting the project for one week per quarter. Notwithstanding the foregoing, the determination as to the nature, quantity and duration of IV&V services shall be within the sole discretion of the State. The parties generally expect that IV&V consultants will perform services for the State such as conducting interviews, attending meetings as observers, reviewing deliverables, and generally assessing whether the project is proceeding according to plan, after which an IV&V report for the State will be prepared. IV&V services will be scoped in collaboration with the Contractor and the Contractor shall cooperate with the State and the IV&V consultants in the conduct of the IV&V scoping and assessments. However, the IV&V scope will not overlap with the scope of Contractor's responsibilities provided the Contractor hasn't breached the Contract.

5. DELIVERABLES

5.1 THE CONTRACTOR'S RESPONSIBILITIES

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

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5.2 DELIVERABLES, MILESTONES, AND ACTIVITIES

The Contractor shall provide the State with the Deliverables, Milestones, and Activities in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 - Exhibit A: *Contract Deliverables, Exhibit A-1, Project Rollout Schedule and Exhibit A-2, RIMS Milestone Matrix, (hereinafter referred to as "Exhibit A")*. As described therein, this Contract contemplates three separate rollouts identified as Rollout 1, Rollout 2, and Rollout 3. Each rollout will be implemented in phases consistent with the FAST Implementation Methodology. Progress will continue throughout each phase of each rollout at a pace that is reasonably satisfactory to the State. Samples of written deliverables will be provided to the State at the start of each phase for review and confirmation. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

6. SOFTWARE

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

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 - Exhibit F: *Testing Services.*

7.4 MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit A, section 4: *System Maintenance and Support.*

7.5 WARRANTY SERVICES

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

7.6 TRAINING SERVICES

The Contractor shall provide the State with training Services as set forth in the Contract and the Contractor's RFP response to Topic 14, which is incorporated herein by reference, and as further described in Exhibit E, Section 2.1.7: *User Training Phase.*

8. WORK PLAN DELIVERABLE; RFP CONSISTENCY; GAP FIT

8.1 WORK PLAN

In collaboration with the State, the Contractor shall provide the State with an updated Work Plan consistent with the term of the Contract 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 will be set forth in Exhibit I: *Work Plan.* The Contractor shall update the Work Plan as necessary, but not less than every month, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Part 3 - Exhibit I: *Work Plan.* The initial and updated Exhibit I: *Work Plan,* as approved by the State, are incorporated herein by reference.

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

8.2 DELAY IN SCHEDULE

In the event of any delay in the Schedule, the Contractor Project Director will address the issue with the State Project Director to identify the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the delay; its estimated duration period to reconciliation; specific actions that need to be taken to eliminate the cause of the delay; and the expected Schedule impact on the Project.

In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis. If all such automatic extensions add up to more than twenty work days per rollout, the Parties shall negotiate a Change Order in good faith.

Notwithstanding anything to the contrary, after providing the Contractor with notice identifying defects in the Work Plan and an opportunity to cure of no less than thirty (30) days, the State shall have the option to terminate the Contract for default.

8.3 REQUIREMENTS TRACEABILITY MATRIX (also called "FAST Delivery Workbench Requirements Trace").
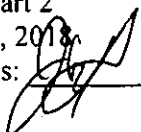
FAST will provide a traceability template to enable the Project Team to account for whether the State's RFP business requirements are provided by the Project implementation consistent with the RFP. For each RFP business requirement, the State will indicate if a) the requirement is met by the system; b) FAST did not propose to meet the requirement; c) the requirement is not needed or applicable; d) the requirement is not met and should be - the project team must address. The Requirements Traceability Matrix shall be created during rollout 1, and then updated during rollouts 2 and 3 for requirements specific to those rollouts. The creation/update of the Requirements Traceability Matrix shall occur late in the Development Phase of the Fast Implementation Methodology.

8.4 TO BE BUSINESS PROCESS DOCUMENTATION

The Project Team will define "To Be" Business Processes and document those in a Functionality Matrix in accordance with the Fast Implementation Methodology. The Project Team will begin defining "To Be" Business Processes during the Definition Phase of each rollout, and continue updating the Functionality Matrix throughout the life of the project. Definition items will be used in the FAST delivery workbench. These are function-specific with an emphasis being the tax (account) types being implemented during that rollout. Definition items developed in rollout 1 are a building block for future rollouts, but they can also be unique to each rollout. These are mostly narrative definitions; however visual diagrams are often used to help illustrate. The concept here, is to have the Contractor help facilitate modifying how things are being done today, to leverage features and functionality that exist in the new application – in an effort to increase efficiency, save effort, and reduce costs where practical.

8.5 GAP FIT ANALYSIS

The Project Team will undertake a Gap Fit Analysis exercise and produce from that a Needs Assessment work product in accordance with Fast Implementation Methodology. The Gap Fit Analysis exercise will be conducted during the Definition Phase of each rollout, and the Needs Assessment will be updated throughout the life of the project. DRA's understanding of this deliverable is: working with the DRA to document "To Be" processes will undoubtedly result in an improved understanding of what's done today, where bottlenecks and challenges are, and what should change in the future. The "gap" is in reference to a "to be" process that outlines planned functionality that requires modifications/configurations to the FAST system environment in order to address identified "to be" business processes. Definition items will be updated, and training opportunities or development tasks will be created as a result.

9. CHANGE ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor, subject to the grant of a license to the State as provided in the GenTax Software Licensing Agreement attached hereto as Exhibit J.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State by the Contractor or purchased for the sole use of the State with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State Data, except:
1. In the course of data center operations;
2. In response to Service or technical issues; and
3. As required by the express terms of this Contract; or
4. At the State's written request.

10.3 CONTRACTOR'S MATERIALS

In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

Except as specified below, all right, title and interest in the State WWW site <NH.GOV>, etc., including copyright to all Data and information, shall remain with the State. Except as specified herein below, 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.

All right, title and interest in Contractor owned content within the State WWW site <NH.GOV> shall remain with Contractor. Contractor shall also retain all right, title and interest in any Contractor provided user interfaces and computer instructions embedded in the WWW pages.

10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases Software development Services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid–up right and license to use, copy, modify and prepare derivative works of any custom developed Software. This section does not apply to the Contractor's proprietary Software code.

10.6 SURVIVAL

This Contract Agreement Part 2, IT Provisions - Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

The Contractor acknowledges that its performance under this Contract includes access to Confidential Information, including, but not limited to, any information obtained from the State's records, files, or returns, that is subject to state or federal laws/rules restricting the access, use, and disclosure of Confidential Information, including, but not limited to, RSA 21-J: 14 and Internal Revenue Code Sections 7213 and 7213A. The Contractor also acknowledges that its access to Confidential Information is subject to State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," which is incorporated herein by reference. The Contractor shall ensure that prior to commencing work on the Project, every employee and/or subcontractor with access to Confidential Information has read, understands, and has signed and agreed to State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," and shall provide copies of the signed document upon request of the State.

The Contractor agrees to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the State. The Contractor shall not use Confidential Information except for the purpose of performing its obligations under the Contract, and shall

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not disclose Confidential Information in any manner to any person without prior written approval of the State. The Contractor shall immediately notify the State upon request for any Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules.

The Contractor shall implement, maintain, and use safeguards to protect Confidential Information from any unauthorized use or disclosure in at least the same manner and to the same degree the Contractor protects its own confidential information. The Contractor shall carefully restrict access to Confidential Information to the Contractor's Project Team, and shall advise those persons that they are prohibited from using Confidential Information except for the purpose of performing the Contractor's obligations under the Contract, and from disclosing Confidential Information. It is unlawful for any officer or employee of the Contractor to willfully disclose Confidential Information to any person. Any violation of RSA 21-J:14 or Internal Revenue Code Sections 7213 or 7213A is punishable upon conviction by a fine or imprisonment or both.

In the event of any unauthorized use or disclosure of Confidential Information, the Contractor shall immediately notify the State both orally and in writing. The State shall investigate whether an offense has been committed in accordance with State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," which is incorporated herein by reference. Any such offense is an Event of Default. The Contractor's failure to immediately notify the State both orally and in writing of any unauthorized use or disclosure of Confidential Information is also an Event of Default, regardless of whether the State determines that an offense has been committed. Upon the occurrence of an Event of Default, the State may immediately treat the Contract as breached and pursue any remedies at law or in equity or both.

If any provision of this Section conflicts with any provision of the Agreement, the provision of this Section shall govern.

11.2 CONTRACTOR CONFIDENTIAL INFORMATION
The State agrees to take reasonable steps to keep Contractor Confidential Information confidential and to not disclose such information to any third party unless required by federal or state law, or Court Order. Contractor Confidential Information includes:
   a. any data, data design, products, inventions, source and object codes, training material, documents, methodologies, specifications, models, and other knowledge capital, electronic or otherwise, and information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of FAST owned by FAST whether copyrightable or patentable or not; and,
   b. any documents or material which are marked "Confidential".

If a non-State employee requires access to Contractor Confidential Information, that non-State employee shall execute a non-disclosure agreement provided by the Contractor prior to having access to Contractor Confidential Information. The Contractor acknowledges that the State is

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subject to the Right to Know Law, RSA Chapter 91-A. The State shall take reasonable steps to maintain the confidentiality of the identified Contractor Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor sole expense. If the Contractor fails to obtain a court order enjoining the disclosure by the date specified, the State shall release the information on the date specified in the State's notice to the Contractor without any State liability to the Contractor.

11.3 SURVIVAL

This Contract Agreement Part 2, IT Provisions - Section 11: *Use of State's Information and Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract Price set forth in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation.*

12.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State for claims arising out of the Implementation Period shall not exceed the total Contract Price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: Price Limitation, except in cases where Contractor acted intentionally, recklessly, and/or with gross negligence. For any claims arising during a renewal year, the Contractor's liability to the State shall not exceed the total Contract price for the renewal year.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in Part 1, P-37 General Provisions - Section 13: *Indemnification*, which shall be limited as set forth in Exhibit C, and confidentiality obligations in Contract Agreement - Part 2, IT Requirements - Section 11: Use of State's Information and Confidentiality, which shall be limited by the extent of Cyber Liability coverage limits set forth in this Agreement.

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

This Contract Agreement Part 2, IT Provisions - Section 12: *Limitation of Liability* shall survive termination or Contract Conclusion.

12.5 INTERPRETATION OF LAW FOR IMPLEMENTATION AND SYSTEM DESIGN

Contractor is not required or obligated to interpret how any law, ordinance, statute or regulation is or should be implemented into the System.   The State is responsible for any problems, issues, costs, loss of goodwill, lost time, or any other issue resulting from the System performing in accordance with instructions or designs provided by the State.

13. TERMINATION

13.1 TERMINATION FOR DEFAULT

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

    a. Failure to perform the Deliverables, Milestones, and/or Activities in accordance with the terms of this Contract and/or in accordance with a mutually agreed upon schedule;

    b. Failure to perform any other covenant, term or condition of the Contract;

    c. Discovery of false representations in Contractor's proposal; and/or,

    d. Breach of Warranty.

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

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

    b. In the event of default by the State, the Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days. In the event the State does not cure the default, the Contractor may treat the Contract as breached and pursue its remedies at law or in equity, or both.

    c. This covenant shall survive termination or Contract Conclusion.

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13.2 TERMINATION FOR REASONS OTHER THAN DEFAULT

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by giving thirty (30) days written notice to the Contractor. The State may similarly terminate the Contract by (30) days written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In the event of such termination, the State shall pay the Contractor the agreed upon price if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheets.

During the thirty (30) day period, the Contractor shall wind down and cease its 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.

In the event the Contract is terminated for a conflict of interest by the Contractor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Contractor.

13.3 PROCEDURE UPON TERMINATION

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract and applicable law, may require the Contractor to deliver, subject to Section 10, to the State any tangible property, including without limitation, completed or partially completed Software and Written Deliverables, in which the State has an interest and if no refund has been provided by the Contractor. At the State's option Contractor shall assist with the transition process and cooperate with the State's transition from Contractor's services and shall be compensated therefore at the rates specified in Exhibit B, section 1.3.

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;
b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which State has an interest;

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    d. Return all State property, including but not limited to computers, card keys, access codes, and badges;

    e. Transfer 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 State and which has been accepted or requested by the State, including but not limited to the FAST Appliance and related equipment and licenses; and

    f. Provide written certification to the State that Contractor has surrendered to the State all said property.

13.4 SURVIVAL

This Contract Agreement, Part 2, IT Provisions - Section 13: *Termination* shall survive termination or Contract Conclusion.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	FAST ENTERPRISES, LLC.	STATE	CUMULATIVE ALLOTTED TIME
Primary	Arthur Jon (AJ) Erickson Fast Project Director (PD)	Lisa Crowley State Project Director (PD)	5 Business Days
First	Margaret Gleason Partner Fast Enterprises, LLC	Carollynn Lear DRA Assistant Commissioner	10 Business Days
Second	James Harrison - Partner Fast Enterprises, LLC	Lindsey Stepp DRA Commissioner	15 Business Days
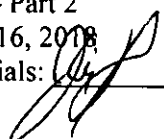
The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17. REQUIRED WORK PLACE POLICIES AND PROCEDURES

All work performed by Contractor staff on Stated owned equipment and systems must conform to the applicable and mutually agreed upon standards and procedures established by the Department of Information Technology and the State.

17.1 COMPUTER USE

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

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equipment, Documentation, information, reports, or Data of any kind (hereinafter "State Information"), the Contractor understands and agrees to the following rules:

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

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

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

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

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

17.2 EMAIL USE

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

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

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

17.5 POLICIES AND PROCEDURES

The Contractor, its employees and agents, shall conduct themselves during performance of their work on the project at DRA in accordance with the Policies and Procedures established by the Department of Revenue Administration and the Department of Information Technology, including all generally applicable workplace policies and procedures the State may determine from time to time should be applicable to FAST employees, agents, and subcontractors.

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Contractor and its employees will be provided with a copy of all relevant policies and will be asked to acknowledge receipt and review of the policies before commencing work on the project.

18. GENERAL PROVISIONS

18.1 INSURANCE CERTIFICATE
The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department of Revenue Administration, Lindsey Stepp, Commissioner, 109 Pleasant Street, Concord NH 03302-0457.

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

18.3 VENUE AND JURISDICTION
Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.
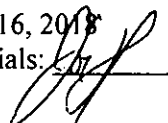
18.4 SURVIVAL
The terms, conditions and Warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of RFP Appendix H: *Confidential Information;* Part 1, P-37 General Provisions – Section 7: *Personnel;* Part 1, P-37 General Provisions – Section 13: *Indemnification;* Part 2, IT Requirements - *Intellectual Property;* Part 2, IT Requirements : *Use of State's Information and Confidentiality;* Part 2, IT Requirements : *Limitation of Liability,* Part 2, IT Requirements : *Termination;* and Part 3 - Exhibit K: *Warranty Period* which shall all survive the termination of the Contract.

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

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

In the event of a delay in performance by either party which it attributes to force majeure, the affected party shall provide the other with any information it may reasonably require to substantiate the claim and shall provide the other with updates on the status of such force majeure in such detail and upon such frequency as they may reasonably require.

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In the event that an event of force majeure shall persist and delay performance of the contract for more than ninety (90) days, the State may terminate the Contract for convenience as provided herein above.

18.6 NOTICES

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

| TO: Fast Enterprises, LLC
c/o James Harrison - Partner
7229 S. Alton Way
Centennial, Colorado 80112
Tel: (877) 275-3278 | State of New Hampshire
c/o Department of Revenue Administration
Commissioner
109 Pleasant Street, P.O. Box 457
Concord, NH 03302-0457
Tel: (603) 230-5006 |

18.7 LIMITATION ON HIRING

The Contractor will not hire an employee of the State during the term and for one year after the termination or expiration of this contract.

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State of NH Contract 2017-101
IT provisions – Part 2
Date: October 16, 2018
Contractor Initials:

Contract Deliverables and Support

1. SCOPE OF WORK

Contractor agrees to provide to the State a COTS software (GenTax) developed specifically for the administration of tax, revenue, and license programs in the manner set forth in this Agreement and as detailed in Contractor's RFP response. Contractor will serve as the software developer, system integrator, consulting-services provider, and product-support vendor for the GenTax implementation project. GenTax will operate on industry standard hardware, operating systems, and relational database management systems. The system architecture will be configured to provide the State with the options, settings, and functions necessary for effective and efficient administration of their public programs.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Contractor has created a Project Rollout Schedule (Exhibit A-1), which provides for phased Implementation by tax types. Implementation and warranty shall occur over a 36-month period through three rollouts:

- Installation of the GenTax software and the Fast Appliance:
- Rollout 1 will include Meals & Rentals Tax, Medicaid Enhancement Tax, and Nursing Facility taxes (ICFQA/NFQA);
- Rollout 2 will include Business (BE, BP) Tax, Interest & Dividends Tax, Communication Services Tax, Utility Tax, Utility Property Tax, and Electric Consumption taxes; and,
- Rollout 3 will include Tobacco/Smokeless Tobacco Tax, Real Estate Transfer Tax, Railroad Tax, Private Car Tax, Excavation (Gravel) Tax, Timber tax.
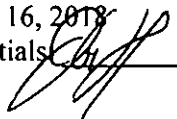
3. ACCEPTANCE PROCESS

For each Rollout, Contractor will perform the services according to the schedule set forth in Exhibit A-1. Contractor shall be determined to have completed the activity, deliverable, or milestone based on the Acceptance Process designated in Exhibit A-2 (RIMS Milestone Matrix) for each activity, deliverable, or milestone.

The Acceptance Process establishes four categories of deliverables and the acceptance method related thereto. Email will be utilized for confirmation of activities and deliverables requiring confirmation of substantial completion (referred to as a "Substantial Completion Deliverable"). Deliverable Acceptance Forms will be utilized for confirmation of activities and deliverables requiring formal acceptance (referred to as a "Formal Deliverable").

3.1 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written certification from the Contractor that a "Formal Deliverable" as defined herein is final, complete, and ready for Review, the State will Review the Deliverable to

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determine whether it meets the Requirements outlined in Part 3, Exhibit A. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Formal Deliverable, the State shall notify the Contractor of the nature and class of the material Deficiency and the Contractor shall correct the material Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Formal Deliverable, the State shall have five (5) business days to Review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Formal Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

3.2 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 - Exhibit F: *Testing Services*.

3.3 SUBSTANTIAL COMPLETION DELIVERABLES REVIEW AND ACCEPTANCE

For Deliverables requiring Substantial Completion rather than formal acceptance, the Contractor will notify the State by email that a Deliverable is substantially complete. The State will review the Deliverable and respond to the Contractor via email regarding whether it accepts the Deliverable as substantially complete.

4. SYSTEM MAINTENANCE AND SUPPORT

4.1 CONTRACTOR LEVELS OF SUPPORT

Contractor offers three options for maintenance and support:

Level 1 - Annual maintenance only. No on-site Project Staff.
Level 1 GenTax Software Maintenance which includes services and products such as:
- Access to service packs.
- Access to new versions of GenTax.
- Access to new and revised documentation.
- Phone support.
- Defect repair - Contractor will provide fixes to GenTax core code bugs at no cost to DRA

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Level 2 - In addition to what is included in Level 1, this level provides on-site Project Staff to ensure that defects in site code, extensions, and configurations (defects not covered by Level 1 Maintenance) are resolved. In effect, this level provides a continuing warranty.

Level 3 - In addition to the activities that are included in Levels 1 and 2, this level provides on-site Project Staff to ensure that service packs and new versions of GenTax are <u>installed</u>.

4.2 FAST APPLIANCE MAINTENANCE AND SUPPORT

The Contractor will provide maintenance and support for the FAST Appliance at the rates in Exhibit B. The annual cost included in Exhibit B for FAST Appliance Support is for the operation of the FAST Appliance. Maintenance for five years from the date of purchase on the third party hardware and software included in the FAST Appliance was included in the initial purchase price.
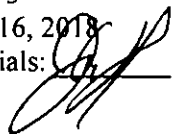
4.3 IMPLEMENTATION PERIOD SUPPORT

The Contractor shall provide Level 1 throughout the Implementation Period at costs set forth in Exhibit B 1.1.1. The State may at its option supplement Level 1 with on-site support as needed on a time-and-materials basis, at the rates set forth in Exhibit B, section 1.3. The Contractor shall provide Level 3 GenTax Maintenance throughout the Implementation Period which is included in the Implementation Services costs set forth in Exhibit B The State may select Level 2 or Level 3 Support during the Rollout 3 Warranty Period at the prices included in Exhibit B, Section 1.4.1. The implementation of service packs and upgrades during the Implementation Period will be mutually agreed upon, with consideration given to the timing of such service packs and upgrades to the timing of rollouts or other implementation activity.

4.4 POST-IMPLEMENTATION SUPPORT

      4.4.1   Year 4. Commencing upon the last day of the Warranty Period for Rollout 3 as shown on Exhibit A-1, the State anticipates purchasing Level 2 support, for a period not to exceed one (1) year, at the rate set forth in Exhibit B, section 1.4.1. The State may, at its option, request the Contractor to provide Project Staff to the State to assist with tasks such as:
a.   Prioritization and management of solution requests,

b.   On-call production support,

c.   Coordination with the Contractor Development Center,

d.   Configuration assistance,

e.   Application development,

f.   Best practices recommendations,

g.   Implementation of legislative/business changes,

h.   Implementation of system modifications and enhancements,

i. Performance tuning,

j. Database maintenance, analysis, and review,

k. Supplemental user, developer, or operator training,

l. Other consulting and services as requested,

on a time-and-materials basis at the rate set forth in Exhibit B, section 1.3. The State may modify this selection at any time prior to the System Acceptance and Production Rollout of Rollout 3.

4.4.2   Years 5 through 7. Commencing at the close of year 4 and continuing through the end of year 7, the Contractor shall provide Level 1 support. The Contractor shall, in addition, provide a mutually agreed upon number of Contractor Staff to the State on a time-and-materials basis at the rate set forth in Exhibit B, section 1.3

4.5 CONTRACT WARRANTIES; REMEDIES.

The warranties provided in this contract shall not apply to support services rendered pursuant to this section. Notwithstanding the foregoing, the State shall have all other rights and remedies available under this agreement or applicable law with respect to such support services.

4.6. SYSTEM MAINTENANCE AND SUPPORT

The Contractor shall maintain and support the system in all material respects as described in the Contractor's proposal after delivery and the warranty period through the completion of the contract term.

The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

4.6.1 Maintenance Releases

As long as the State subscribes to Level 1 Maintenance, the Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

4.6.2 Contractor Responsibility

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

Contractor responsibilities delineated herein will apply to the COTS Software only, provided the State subscribes to Level 1 Maintenance. Contractor responsibilities delineated herein will apply to the Custom Software, provided the State procures such support with on-site services under a maintenance and support agreement.

Deficiencies shall be responded to according to the following:

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

b. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within one (1) business day of notification of planned next steps;

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
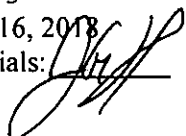
For all maintenance Services calls, the Contractor shall ensure the following information can be collected and maintained:

a.   Nature of the Deficiency;
b.   Current status of the Deficiency;
c.   Action plans, dates, and times;
d.   Expected and actual completion time;
e.   Deficiency resolution information;
f.   Resolved by;
g.   Identifying number i.e. work order number;
h.   Issues identified.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

1.   Diagnosis of the root cause of the problem; and
2.   Identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default.

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Proposed Project Rollout Schedule
New Hampshire Revenue Information Management System

Key Project Milestone	Start	Completion	Duration
Project Start	Nov. 1, 2018		
Rollout 1 Meals & Rentals Tax, Medicaid Enhancement Tax, Nursing Facility Tax (ICFQA/NFQA)	Nov. 06, 2018	Sep. 16, 2019	11 months
• Production Rollout	Sep. 16, 2019	Sep. 16, 2019	
• Warranty	Sep. 16, 2019	Jan. 14, 2020	120 days
Rollout 2 Business (BE, BP) Tax, Interest & Dividends Tax, Communication Services Tax, Utility Tax, Utility Property Tax, Electric Consumption Tax	Sep. 17, 2019	Aug. 24, 2020	11 months
• Production Rollout	Aug. 24, 2020	Aug. 24, 2020	
• Warranty	Aug. 24, 2020	Dec. 22, 2020	120 days
Rollout 3 • Tobacco/Smokeless Tobacco Tax, Real Estate Transfer Tax, Railroad Tax, Private Car Tax, Excavation (Gravel) Tax, Timber Tax	Aug. 25, 2020	Jul. 6, 2021	10 months
• Production Rollout	Jul. 6, 2021	Jul. 6, 2021	
• Warranty	Jul. 6, 2021	Nov. 03, 2021	120 days

State of NH Contract 2017-101
Exhibits – Part 3
Date: October 16, 2018
Contractor Initials:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
PART 3 – EXHIBIT A-2
RIMS Milestone Matrix

Payment Milestone	FAST Phase	#	Activity, Deliverable, or Milestone	Type	Substantially Complete per State	Acceptance Process		
						Formal Written (H25.7.1)	Formal Software (H25.7.2)	Formal Non-Software (H25.7.3)
Base Configuration Complete	Base Configuration	1.4	Review of all "current state" documentation (collaboratively reviewing agency produced Business Profiles)	Non-Software	✓			
			Scope Preliminary Configuration	Task/Activity	✓			
			Prepare Preliminary Configuration	Task/Activity	✓			
			Conduct Verification Sessions	Task/Activity	✓			
			Update Definition Items	Work Product	✓			

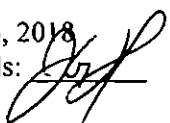| Payment Milestone	FAST Phase	#	Activity, Deliverable, or Milestone	Type	Substantially Complete per State	Acceptance Process		
						Formal Written (H25.7.1)	Formal Software (H25.7.2)	Formal Non-Software (H25.7.3)
Testing Preparation Complete	Development		Continue Configurations	Task/Activity	✓			
			Build and Unit Test Letters/Correspondence	Task/Activity	✓			
			Build and Unit Test Reports	Task/Activity	✓			
			Build and Unit Test Interfaces	Task/Activity	✓			
			Build and Unit Test Additional Site Functions	Task/Activity	✓			
			Review Configured Software	Task/Activity	✓			
			Configure Application Security	Task/Activity	✓			
		2.3	Security Plan	Written		✓		
		1.7	Requirements Traceability Matrix	Written	✓			
	Testing	1.10 and 2.2	Test Plan (for Installation, Unit, System, Regression, Security, Data Conversion/Migration, Performance and Load/Stress, User Acceptance, and Operational Readiness Testing)	Task/Activity		✓		
			Identification of Testers	Task/Activity	✓			
			Training of Testers	Task/Activity	✓			
			Scheduling of Testing	Task/Activity	✓			
			Setup of Office Space for Testing	Task/Activity	✓			
			Test Scenarios	Work Product	✓			
			Setup of Technical Environment(s) for Testing	Task/Activity	✓			
			Migration of Software and Configurations from Development Environment to Test Environment(s)	Task/Activity	✓			
			Definition and Setup of Tools and Approaches for Managing and Tracking Progress of Testing	Task/Activity	✓			
			Definition and Setup of Tools and Approaches for Managing and Resolving Defects Identified During Testing	Task/Activity	✓			

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
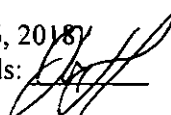## PART 3 – EXHIBIT A-2
RIMS Milestone Matrix

Payment Milestone	FAST Phase	#	Activity, Deliverable, or Milestone	Type	Substantially Complete per State	Acceptance Process Formal Written (H25.7.1)	Formal Software (H25.7.2)	Formal Non-Software (H25.7.3)
System Acceptance, Production Rollout	Conversion	1.9	Data Conversion Plan	Written		✓		
			Inventory Data Stores	Task/Activity	✓			
		3.1	Deployment Plan - Cutover Checklist	Written	✓			
			Build and Test Conversion Extract Modules	Task/Activity	✓			
			Build and Test Conversion Load Modules	Task/Activity	✓			
			Build and Test Reconciliation Reports (extract)	Task/Activity	✓			
			Build and Test Reconciliation Reports (load)	Task/Activity	✓			
			Run Partial Mock Conversions	Task/Activity	✓			
			Run Full Mock Conversions	Task/Activity	✓			
			Conversion Purification/Cleansing	Work Product	✓			
		3.5	Complete Data Conversion/Migration Testing Activities	Non-Software	✓			
	Testing	2.4	Execute Security Plan Activities	Non-Software	✓			
		2.5	Complete Installation Testing Activities	Non-Software	✓			
		2.6	Complete Unit Testing Activities	Non-Software	✓			
		2.9	Complete Security Testing Activities	Non-Software	✓			
		2.11	Execute Systems Interface Plan	Non-Software	✓			
		3.8	Complete Operational Readiness Testing	Non-Software	✓			
		4.1	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning of the Core COTS Product	Written		✓		
		3.6	Complete Performance and Load/Stress Testing Activities	Non-Software	✓			
		2.7	Complete Business Testing Activities	Non-Software				✓
		3.7	Complete End to End Testing Activities	Non-Software				✓
	Training	2.10	Additional environments are ready for use: production, staging, and training environments ready for use.	Software and Non-Software			✓	✓
			Prepare Training Plan	Task/Activity		✓		
			Train Trainers (Train-the-Trainer)	Task/Activity	✓			
		4.4	Develop all training curriculum (training materials, training schedules, and training evaluation forms)	Written	✓			
			User Documentation and Aids	Work Product	✓			
		4.5	Conduct training activities and monitor against the training plan	Non-Software				✓

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
PART 3 – EXHIBIT A-2
RIMS Milestone Matrix

Payment Milestone	FAST Phase	#	Activity, Deliverable, or Milestone	Type	Substantially Complete per State	Acceptance Process Formal Written (H25.7.1)	Formal Software (H25.7.2)	Formal Non-Software (H25.7.3)
System Acceptance, Production Rollout (continued)	Rollout	3.2	End User Support Plan (Operations and Support Plan)	Written	✓			
			Help Desk and Desk-Side Support Plan	Work Product	✓			
			Run and Verify Conversion	Task/Activity	✓			
		3.3	Update Disaster Recovery/Business Continuity Plan as appropriate for new system	Written	✓			
		3.4	Documentation of Operational Procedures	Written	✓			
		4.2	Converted Data Loaded into Production Environment	Non-Software				✓
		4.3	Provide Tools for Backup and Recovery of all Applications and Data	Software and Non-Software			✓	✓
		4.6	Cutover to New Software/Go-Live	Non-Software				✓
		5.7	Conduct Project Exit Meeting	Non-Software	✓			
Production Support		6.2	Ongoing Support & Maintenance	Software, Written and Non-Software				
Ongoing		5.1	Semi-Monthly Status Report	Written				
		5.2	Semi-Monthly Status Report Meetings	Non-Software				
		5.3	Quarterly Project Briefing PowerPoints	Written				
		5.4	Quarterly Project Briefing (meeting)	Non-Software				
		5.5	Regular maintenance and updates to the Project Work Plan and Schedule	Written and non-software				
		5.6	Regular maintenance of a Delivery Workbench Repository that includes tracking for Risks/Issues, Decision Requests made during the project, a List of Project Stakeholders (and contact information) etc.	Written and non-software				
			Minutes from design sessions and other meetings, as appropriate, will be recorded and stored in Delivery Workbench	Written				
			The Pull List is created during the Preparation Phase and updated throughout the Implementation Period. The Pull List is used to track items that are not in scope but may be implemented, as well as items in scope that may not be implemented.	Written				

Notes:

* It should be noted that deliverable 2.8 Complete Regressions Testing is not applicable for Rollout 1, therefore this item will be added for subsequent rollouts.

*3.4 - A set of step-by-step instructions compiled to help workers carry out complex routine operations. Sometimes called "Standard Operating Procedures" or SOPs. SOPs aim to achieve efficiency, quality output and uniformity of performance, while reducing miscommunication and failure to comply with industry regulations. An example of this would be mail batching procedures, or job stream operations guides and expectations.

*3.8 - Testing conducted to confirm that the set of agreed upon "system go live criteria" have been satisfactorily met and the system is ready to be made operational.

1. PAYMENT

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract total value indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation* for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date*. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below.

Pricing for implementation of GenTax® software to meet the State's functional, technical, and project-related requirements articulated in the RFP and as responded to in the Contractor's RFP Proposal, and also as articulated in this Contract, including software licensing, hardware, implementation services, maintenance, and support services shall consist of: :

Pricing Summary	
Cost	**Description**
$3,000,000	Software License Fees
$16,000,000	Implementation Fees
$1,800,000	Hardware/Software Purchase and Maintenance Implementation
$950,000	COTS Maintenance Fees during Implementation
$1,200,000	Level 2 Support year 3
$22,950,000	*3-year Implementation Total*
$2,700,000	COTS Maintenance Fees After Implementation
$900,000	Hardware Maintenance After Implementation
$3,000,000	Level 2 Support year 4
$6,600,000	Post-Implementation Total (not including additional T&M)
$29,550,000	*7 Year Total*

*Hardware/Software Purchase and Maintenance during Implementation refers to the FAST Appliance.

Pricing Worksheets included in section VII of Appendix F to Vendor's RFP Proposal - Pricing Worksheets are incorporated herein by reference.

State of NH Contract 2017-101
Exhibits – Part 3
Date: October 16, 2018
Contractor Initials:

1.1.3   IMPLEMENTATION PERIOD MILESTONE PAYMENT SCHEDULE

Payment Milestone	Estimated Invoice Date	Amount	Holdback	Invoice Amount
GenTax License Installation	November 21, 2018	$3,000,000		$3,000,000
Hardware/3rd Party Software – FAST Appliance	November 21, 2018	$1,200,000		$1,200,000
Rollout 1				
Definition Complete	December 3, 2018	$840,000	$84,000	$756,000
Base Configuration Complete	February 15, 2019	$1,680,000	$168,000	$1,512,000
Testing Preparation Complete	June 17, 2019	$840,000	$84,000	$756,000
System Acceptance, Production Rollout	September 16, 2019	$2,240,000	$224,000	$2,016,000
Holdback Payment - End of Rollout 1 Warranty	January 14, 2020			$560,000
Rollout 2				
Definition Complete	October 21, 2019	$840,000	$84,000	$756,000
Base Configuration Complete	January 17, 2020	$1,680,000	$168,000	$1,512,000
Testing Preparation Complete	May 25, 2020	$840,000	$84,000	$756,000
System Acceptance, Production Rollout	August 24, 2020	$2,240,000	$224,000	$2,016,000
Holdback Payment - End of Rollout 2 Warranty	December 22, 2020			$560,000
Rollout 3				
Definition Complete	September 28, 2020	$720,000	$72,000	$648,000
Base Configuration Complete	November 20, 2020	$1,440,000	$144,000	$1,296,000
Testing Preparation Complete	March 22, 2021	$720,000	$72,000	$648,000
System Acceptance, Production Rollout	July 6, 2021	$1,920,000	$192,000	$1,728,000
Holdback Payment - End of Rollout 3 Warranty	November 3, 2021			$480,000
GenTax Maintenance Fees – Level 1				
Year 1	November 21, 2018	$250,000		$250,000
Year 2	November 21, 2019	$300,000		$300,000
Year 3	November 21, 2020	$400,000		$400,000
FAST Appliance Support Fees				
Year 1	November 21, 2018	$200,000		$200,000

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| Year 2 | November 21, 2019 | $200,000 | | $200,000 |
| Year 3 | November 21, 2020 | $200,000 | | $200,000 |

1.1.2 Milestone Definitions:

Definition Complete. The activities substantially completed at the Definition Complete milestone include the tasks in the Preparation and Definition phases of the FAST Implementation Methodology. Also, the Project Plan will be substantially completed.

Base Configuration Complete. The activities substantially completed at the Base Configuration Complete milestone include the tasks in the Base Configuration phase of the FAST Implementation Methodology.

Testing Preparation Complete. The Testing Preparation Complete milestone is achieved when the project is positioned to begin the Testing Phase as outlined in the FAST Implementation Methodology. This includes preparing the Test Plan, building out a testing facility, and identifying the following: testers, business test conditions, business test cycles, approach to executing business testing, modules targeted for performance testing, end-to-end testing approach, and acceptance criteria. FAST will continue to complete development of the remaining outstanding functionality while testing begins.

System Acceptance, Production Rollout. The activities substantially completed at the System Acceptance, Production Rollout milestone include the tasks in the Development, Conversion, Testing, Training, and Rollout phases and the following documents: Conversion Plan, Training Plan, User Documentation, Technical Documents, and Rollout Plan.

1.2 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Key Role	Name	% Dedicated to Project
Project Director	AJ Erickson	90%
Architect	Mark Balcerak	90%
Technical Manager	Kevin Liening	90%
Conversion Manager	Stephen Downs	90%
Training & Testing Manager	Kasey Wong	90%

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1.3 Future Vendor Rates Worksheet

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

Position Title	SFY19	SFY20	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26
Project Director	200.00	200.00	206.00	212.00	218.00	225.00	232.00	239.00
Architect	200.00	200.00	206.00	212.00	218.00	225.00	232.00	239.00
Technical Manager	200.00	200.00	206.00	212.00	218.00	225.00	232.00	239.00
Conversion Manager	200.00	200.00	206.00	212.00	218.00	225.00	232.00	239.00
Training & Testing Manager	200.00	200.00	206.00	212.00	218.00	225.00	232.00	239.00
Implementation Consultants	200.00	200.00	206.00	212.00	218.00	225.00	232.00	239.00
Support Consultants	200.00	200.00	206.00	212.00	218.00	225.00	232.00	239.00

1.4 Software Licensing, Maintenance, and Support Pricing Worksheet

1.4.1 POST IMPLEMENTATION GENTAX MAINTENANCE AND SUPPORT FEES
The GenTax Maintenance and Support Options are described in Exhibit A, Section 4. GenTax Maintenance shall be provided throughout the term of the contract at the following rates:

Level 1 GenTax Maintenance Fees	Estimated Invoice Date	Amount
Year 4	November 21, 2021	$600,000
Year 5	November 21, 2022	$650,000
Year 6	November 21, 2023	$700,000
Year 7	November 21, 2024	$750,000

Additional post-implementation support is available at the following rates:

Level 2 GenTax Support Fees	Estimated Invoice Date	Amount
Year 3, Months 9-12	November 3, 2021	$1,200,000
Year 4, 1st quarter	February 3, 2022	$750,000
Year 4, 2nd quarter	May 3, 2022	$750,000
Year 4, 3rd quarter	August 3, 2022	$750,000
Year 4, 4th quarter	November 3, 2022	$750,000
Year 5, 1st quarter	February 3, 2023	$375,000
Year 5, 2nd quarter	May 3, 2023	$375,000
Year 5, 3rd quarter	August 3, 2023	$375,000
Year 5, 4th quarter	November 3, 2023	$375,000
Year 6, 1st quarter	February 3, 2024	$125,000
Year 6, 2nd quarter	May 3, 2024	$125,000
Year 6, 3rd quarter	August 3, 2024	$125,000
Year 6, 4th quarter	November 3, 2024	$125,000
Year 7, 1st quarter	February 3, 2025	$50,000
Year 7, 2nd quarter	May 3, 2025	$50,000
Year 7, 3rd quarter	August 3, 2025	$50,000
Year 7, 4th quarter	November 3, 2025	$50,000

Level 3 GenTax Support Fees	Estimated Invoice Date	Amount
Year 3, Months 9-12	November 3, 2021	$1,200,000
Year 4, 1st quarter	February 3, 2022	$800,000
Year 4, 2nd quarter	May 3, 2022	$800,000
Year 4, 3rd quarter	August 3, 2022	$800,000
Year 4, 4th quarter	November 3, 2022	$800,000
Year 5, 1st quarter	February 3, 2023	$625,000
Year 5, 2nd quarter	May 3, 2023	$625,000
Year 5, 3rd quarter	August 3, 2023	$625,000
Year 5, 4th quarter	November 3, 2023	$625,000
Year 6, 1st quarter	February 3, 2024	$643,750
Year 6, 2nd quarter	May 3, 2024	$643,750
Year 6, 3rd quarter	August 3, 2024	$643,750
Year 6, 4th quarter	November 3, 2024	$643,750
Year 7, 1st quarter	February 3, 2025	$662,500
Year 7, 2nd quarter	May 3, 2025	$662,500
Year 7, 3rd quarter	August 3, 2025	$662,500
Year 7, 4th quarter	November 3, 2025	$662,500

* In the event the State chooses to increase its support level during this time period, there may be additional costs associated with bringing the System up to date.

1.4.2 FAST APPLIANCE SUPPORT AFTER IMPLEMENTATION

FAST Appliance Support shall be provided during the term of the contract at the following rates . Note that this is not maintenance for third-party hardware and software, which is provided for five years as part of the purchase price of such third-party hardware and software. The cost below is for the operations of the FAST Appliance.

Year	Estimated Invoice Date	Annual Amount
Year 4	November 18, 2021	$200,000
Year 5	November 18, 2022	$200,000
Year 6	November 18, 2023	$250,000
Year 7	November 18, 2024	$250,000

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract Price shall be the only, and the complete, reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all reasonable travel and related expenses. All labor rates will be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

3. INVOICING

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

The Vendor will include the State's confirmation of successful acceptance or substantial completion email for each deliverable when invoicing for milestone payments.

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

Invoices shall be sent to:

Lisa Crowley, Project Director
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire, 03301
Telephone: 603-230-5044
Email: lisa.crowley@dra.nh.gov

4. PAYMENT ADDRESS

4.1 All payments sent by regular mail shall be sent to the following address:
Fast Enterprises, LLC
c/o James Harrison - Partner

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7229 S. Alton Way
Centennial, Colorado 80112
Tel: (877) 275-3278 - Email: JHarrison@FastEnterprises.com

4.2 Payments made via ACH shall use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm.

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each of the twelve (12) Milestone Payments associated with the three (3) Rollouts, as set forth in the Milestone Payment Schedule above, until the conclusion of the Warranty Period for each rollout.

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Special Provisions

1. Part 1, Paragraph 8 Event of Default and Remedies is hereby deleted in its entirety.

2. Part 1, Paragraph 9.1 and 9.2 are hereby deleted.

3. Part 1, Paragraph 9.3 is hereby modified as follows:

   Disclosure of State Data as defined in Part 2, requires prior written approval of the State.

4. Part 1, Paragraph 12 is hereby amended to add the following:

   "The consent of the State shall not be unreasonably withheld."

5. Part 1, Paragraph 13 is deleted in its entirety and replaced with the following:
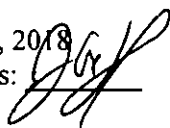
   "**INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all third-party claims, liabilities or penalties asserted against the State, its officers and employees on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor in its performance of this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement. However, Contractor's liability under this section shall not exceed the applicable limits on the State's liability at the time.

   Notwithstanding the foregoing, Contractor shall not be responsible to defend, indemnify and hold harmless the State for any losses, claims, liabilities, or penalties to the extent they were caused by the State, its officers, employees or contractors, or any third party not under Contractor's control.

6. Part 1, Paragraph 14 is amended to add the following:
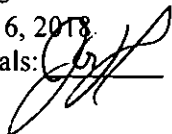
   "14.1.3 Cyber Liability Insurance in amounts of not less than $5,000,000 per occurrence and $5,000,000 aggregate."

7. Part 1, Paragraph 16 is hereby amended as follows:

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WAIVER OF BREACH. 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 of Default or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the either party to enforce each and all of the provisions hereof upon any further or other Event of Default.

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Administrative Services

1. TRAVEL EXPENSES

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

Notwithstanding this provision, the State will reimburse the Vendor for any travel or out-of-pocket expenses incurred when such travel is from Concord to other places in New Hampshire and when such travel is at the State's request.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, network Systems, security Systems, and hardware as required to complete the contracted Services. For avoidance of doubt, Vendor will require 24/7/365 access to the project site and to the FAST Appliance in order to complete the Services.
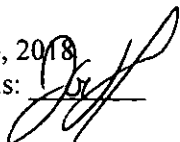
The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The State will own any work created for the sole use of the State ("State Owned Documents"). The Vendor will provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract. Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in a mutually agreed upon format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

6. ACCOUNTING REQUIREMENTS

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

Implementation Services

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.
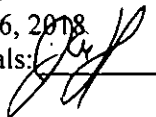
The Contractor's Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

   a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both the Department of Revenue Administration and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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

   c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Director and the State Project Director. These meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on Schedule and within budget. A status report from the Contractor shall serve as the basis for discussion.

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

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

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

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

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

   1. Project status related to the Work Plan;
   2. Milestone status;

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3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming month;
5. Future activities;
6. Issues and concerns requiring resolution; and
7. Report and remedies in case of falling behind Schedule.

From time to time, requests may be made for reports or presentations regarding the project which are not contemplated hereunder and which are not produced pursuant to the FAST Implementation Methodology. As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing any such reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

The Contractor shall fully cooperate with the State's Project Health Assessment.

2. FAST IMPLEMENTATION METHODOLOGY

2.1 KEY COMPONENTS

The Contractor shall employ the FAST Implementation Methodology set forth in its RFP response and which will be incorporated into the Work Plan for the State's review and approval. Contractor plans to use the following Implementation Methodology:

2.1.1 Preparation Phase

The Preparation Phase involves the installation of the software and the importing of standard configurations. Additional primary implementation activities include identifying, documenting, and communicating project objectives; developing the project communication plan, system overview, and business profiles; finalizing the scheduling of general timelines for release of the various lines of business; confirmation of project infrastructure; inventory of inputs and outputs for the various lines of business; and resource identification and assignment. The Preparation Phase includes the following, at a minimum:

Install GenTax – GenTax and its initial configuration will be fully installed during the first weeks of the project. During installation, the technical team runs various tests and diagnostics to verify that the software is operational and to identify and resolve any issues.
Project Objectives – In this step, the project management team confirms the project objectives and confirms those aspects of the agency's strategic objectives that may be impacted by the project. In addition, the project management team conducts additional preparation activities for the project.
Communication Plan – The communication plan provides a framework to use when communicating the system's impact and benefits to stakeholders. The team analyzes each stakeholder and determines the mode, method, medium, and timing for specific communications.

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System Overview – Team managers provide an introduction of the System functional capabilities. The team demonstrates the core functions of each in-scope module to State team members. Participants develop a common understanding of the approach and begin harmonizing terminology.

Business Profiles – The team prepares a business profile that defines the high-level scope of work that will be implemented. The business profile contains high-level statistical and processing information that the team will use in future decision making for the work. In addition, the team performs an early assessment of the organization's capability to make changes.

General Timeline – The Project Team confirms the high-level start and end dates for the project rollouts. Project schedules are created within the GenTax Delivery Workbench. A high-level project schedule that contains detailed schedules for conversion, testing, and training is created for each rollout.
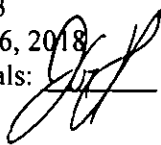
Confirm Infrastructure – This step validates that the proposed infrastructure can be configured successfully for incorporation into the current technical infrastructure. Working together, the FAST technical manager/lead and agency IT personnel develop the strategy and timing for the use of existing inventory and/or new purchases. The project technical team works with the agency's technology personnel to ensure server-level hardware and operating systems are configured to function properly with GenTax. Confirmation includes a review of the existing network, hardware, operating system, storage capacity, storage types, desktop software, and associated logistics.

Inventory Inputs and Outputs – Each implementation requires site-specific forms, letters, and interfaces. For each rollout, the team will create or add to the inventory of inputs and outputs. The inventory includes all current items identified by the agency and affected by the rollout. The inventory displays the purpose, description, and disposition of each identified item.

Resource Identification – The roles needed for the rollout are identified and documented in a Resource Plan. The project manager organizes and assigns teams by function across all lines of in-scope business. When resources are available, each application team ideally includes a respected subject matter expert (SME) from the business area, who works side-by-side with a FAST team manager. The ideal team functions as a unit to identify State business practices and then to configure GenTax features and functions accordingly. The ideal team provides the opportunity for SMEs and State developers to learn how to make site-specific modifications to the implementation when necessary. In addition to the application teams, support teams are formed to address the following aspects of implementation across all phases and business lines, including Conversion, Security Administration, Training and Documentation, Organizational Change Management, and Functional and technical support.

2.1.2 Definition Phase
The Definition Phase focuses on defining work necessary to deliver the system functions. This

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phase includes multiple project definition activities. Some of these activities include assigning personnel to teams, gathering requirements, training developers, creating the technical environments, and finalizing the technical architecture plan. In at least one of the rollouts, but not necessarily in every rollout, the Definition Phase shall include, at a minimum:

Work Team Assignment – The Project Directors assign project personnel to teams.

Define Requirements - The Project Team holds definition meetings to define the requirements and work to be done in subsequent phases. These meetings provide the details for how GenTax will be implemented to meet the agency's business needs. The results of the definition meetings are documented in a meeting minute template within the FAST Workbench. Business process changes, conversion and development tasks, and action items are then associated with the meeting minutes. Together, the gathered requirements and the base configuration of our software form the starting point for iterative configuration work during the Development Phase of the project.

Developer Technical Training – Agency developers assigned to the project are trained in the solution's development and configuration environment and tools.

Technical Architecture Plan – This plan provides the final design of the project environments including both production, and if applicable, disaster recovery environments. The technical architecture plan depicts the final design including zone designations and installation validation procedures.

2.1.3 Base Configuration Phase

The Base Configuration Phase is the phase in which the system begins processing the high-level requirements for a given project rollout. Once the baseline is in place, the system will support basic navigation, key functional areas, and account-type processing. The Base Configuration Phase shall include, at a minimum, the following:
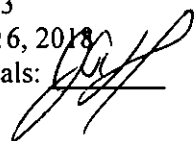
Define Preliminary Configuration – Using the requirements gathered in the Definition Phase, a subset of items are identified that will be implemented as the baseline. The baseline normally consists of items that do not require enhancements or programming but such activities may be included, particularly if they are high profile or critical to business operation.

Preliminary Configuration – The Project Teams carry out the design and configuration tasks for the items identified in the Define Preliminary Configuration step.

Verification – At this point, user team members get their first hands-on exposure to their installation of the solution. The Verification step is both a communication and revision mechanism for the teams. At this time, the system is not yet complete and instabilities should be expected.

2.1.4. Development Phase

Many aspects of development take place in virtually all phases of the project. During the formal Development Phase, however, the gathered requirements are used to produce work packages for developers that are used for specifying parameters, selecting options, defining thresholds, and

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performing other types of configuration, enhancements, or programming. Work in this phase consists largely of developing correspondence, reports, interfaces, and site-specific programming, as well as reviewing configurations and establishing application security requirements and configuration. The work packages mentioned above are defined, assigned, and tracked within the FAST Workbench. The Development Phase shall include, at a minimum, the following:

Development Tasks – Development Tasks entail the completion of the identified configuration and site-specific programming tasks needed to meet the requirements identified in the Definition Phase.

This activity involves the completion of configurations, the development of necessary site-specific programs, and the confirmation of these tasks. Maximum flexibility is a primary design goal of the software, but not every aspect of the solution is configurable. Some truly unique variations may require programming to support specialized functions. Site components are programmed during the Development Phase and can be maintained, enhanced, or augmented by the agency over time. Site components work seamlessly within the software while minimizing the impact to future product upgrades. They are transparent to the user—a single, consistent, and integrated solution makes the user unaware of when they are accessing a core product or site-specific function. GenTax is built on the VB.Net platform. Consequently, all custom components are developed on the same platform using the Microsoft Visual Studio Integrated Development Environment (IDE). FAST has created a number of add-ins for this IDE that enable developers to create business objects that inherit and reference the appropriate architectural components of our software. This enables the efficient creation and testing of custom components that conform to FAST development standards and seamlessly integrate with the core software product.

Correspondence – The Project Team performs the development necessary to implement the in-scope correspondence. Although a variety of correspondence items are provided as core product models, most agencies have unique business needs that cannot be satisfied by pre-existing templates.

Reports – The Project Team performs the configuration and development needed to implement the in-scope reports and confirm the configuration. A variety of mechanisms are available to obtain information from the system, including core product searches and list windows, configurable query result list windows, configurable data cubes, and formal reports. For business reporting needs that cannot be satisfied through configuration, development of a site-specific extension may be required.

Interfaces – The Project Team performs the configuration and development needed to implement the in-scope interfaces. Configuration and development are based on the completed Interface Design Documents (IDDs) linked to the interface development task in the Delivery Workbench. The IDDs identify each interface, the data required, the interfacing organization, and other key factors. The team evaluates the required interfaces during the Development Phase and selects an appropriate approach given the source, platform, and volume of data. Our software architecture is designed for ease of interface

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implementation. The software includes a number of tools and standard configurations the team can use to implement interfaces for a wide array of transfer protocols and data formats.

Review Configuration – Prior to completing the Development Phase, each confirmed module is made available to the users to allow hands-on review and configuration verification. This iterative practice allows the Project Team to quickly identify and remedy issues prior to the start of formal System Test.

Application Security – A security implementation strategy, structure, and plan are developed. The agency begins to gather user functional access requirements.

Change-Impact Analysis – Throughout the implementation, the team constantly identifies, assesses, and plans for the potential impact of organizational changes associated with the software implementation. For each significant change identified, the team, with the assistance of agency management, determines affected stakeholders, how they will be affected, known resistances to the change, and the most effective methods of assimilating each change into the organization.
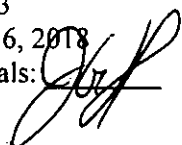
2.1.5 Conversion Phase

Conversion is an iterative process to extract, convert, purify, verify, and reconcile legacy data for use in the new system. In the Conversion Phase, legacy data from various sources is converted into the target database of our software. Final conversion to the production environment happens once per rollout. Through a series of mock conversions, in environments separate from the production environment, the project team builds a database optimized for the new system. The conversion process starts early in the project to allow time for purification and to allow a fully converted database to be used during end-to-end testing. As the cutover date approaches, the mock conversion activity includes optimizing the time it takes to convert the whole database, so that conversion is completed in the time allotted during cutover. At cutover, the production database and feeder systems are addressed according to a cutover checklist so that conversion can be conducted without conflict. In at least one of the rollouts, but not necessarily in every rollout, the Conversion Phase shall include, at a minimum, the following:

Inventory Data Resources – Existing data sources are inventoried for each rollout. The inventory of data sources is used to define the scope of agency data that is available to the conversion process. Each data source is reviewed for integrity and quality.

Conversion Approach – The conversion approach work product defines how the business data will be converted and includes details on items such as manual versus automated processes, customer information, approach to historical data, number of years of financial data, financial detail versus summaries, approach to work in progress, impact on new system processes and organizations, and interim conversion manual or automated processes. The Project Team creates a schedule for timing of key activities. The Project Team creates a task list that provides an inventory and schedule for completing the conversion tasks.

Data Purification – The Project Team inspects the data from each legacy source to

determine if there are inconsistencies in the data. These inconsistencies are resolved by developing and executing strategies to purify the data prior to (the preferred option), during, or after conversion.

Conversion Extracts – Conversion extract processes are developed and led by agency IT staff to access conversion data sources and create standard extract files. The conversion-extract process also provides control reports that detail the extraction process and are used to confirm the load processes.

Conversion Loads – Conversion loads include functionality to validate the extract files, reformat and load the extract files into the new data structures, and produce conversion load control reports detailing the validation and load process.

Sample Mock Conversions – The conversion team practices extracting and converting data multiple times through mock conversions. With each mock conversion, more data and more functions are added to the process until the full complement of data is extracted, purified, and formatted. The Project Team makes available sample sets of converted data from early mock conversion for users to perform verification and comparison back to the legacy sources.

Full Mock Conversions – One or more complete mock conversions are performed to provide the basis for the timing and user verification of the converted data. Verification is supported by a reconciliation document that describes how converted data is reconciled to its legacy source.

2.1.6. Testing Phase

The Testing Phase ensures that the production system is able to meet the business needs in a stable manner. This includes identification of system and specification instabilities or issues. The Testing Phase shall include, at a minimum, the following:

Test Planning – This step begins while the configuration is being confirmed and verified by developers and business staff toward the end of the Development Phase. Testing is focused on testing business functions and outcomes as opposed to individual screens or background processes. The test plan identifies the approach to executing System Test, modules targeted for performance testing, end-to-end testing approach, and acceptance criteria.

System Test – The purpose of System Test is to ensure functions in testing meet the agency's needs. Agency business analyst/subject-matter experts create test cases and scenarios with assistance from the implementation teams. The System Test scenarios are executed per the test plan. Anomalies identified during testing are recorded and tracked to resolution in the FAST Workbench. Agency testers may identify additional business-process changes that can be addressed within the change-impact analysis.

Converted Data Testing – When the system goes live, it will be operating on converted data. Converted data testing is performed to confirm that new system processes execute correctly on the converted data and users can perform the functions necessary to manipulate the converted data.

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Performance Testing – A selection of high-volume items, both online and batch, are selected and used to, plan background processes, ensure response times, and validate network throughput.

End-to-End Testing – End-to-end (user-acceptance) testing is the final step in the FAST Testing Phase. End-to-end Testing is conducted in the staging environment with an agency's converted data from full mock conversions. This test is often performed in parallel with the final steps of converted-data testing. This testing activity uses the full functionality of the system to replicate daily business activities with converted data. The objective of End-to-end testing is to ensure that the system correctly executes business functions, the system correctly executes external interfaces (inputs and outputs), that system functions triggered by a production job correctly execute required functionality, and that database adds, reversals, modifications, and tracing are correct.

2.1.7 User Training Phase

The purpose of the User Training Phase is to prepare users to navigate the software and complete their assigned business functions using the new tools and software. During this phase, most business users are provided hands-on, instructor-led exercises that allow them to become acquainted with new or modified business processes. The materials prepared may include step-by-step instructions, concept guides, functional flow diagrams, videos, or other creative learning materials. In rollout one, and each other rollouts as necessary, the User Training Phase shall include, at a minimum, the following:

Training Plan – The Training Plan lays out the approach to training, including, identifying trainers and trainees, selecting the training venue and equipment, deciding on the format, coordinating with testing activities, analyzing the impact of training on day-to-day operations, and preparing a preliminary high level training schedule.

Localize Training Material – In this step, trainers prepare site-specific exercises to accompany core e-training modules and face-to-face training workshops. There is often a need to customize classroom training modules and exercises to reflect the agency's configuration and changed business processes.

Localize User Documentation – During this step, the team defines the user documentation needed, translates core documentation as needed, and creates additional documentation as necessary. Trainers may deliver documentation to users through multiple mediums, such as online text, videos, and paper.

Train Trainers – The train-the-trainer approach is FAST's preferred approach to training. The goal in training trainers is to prepare agency personnel to deliver training to agency business users. This approach provides an in-house capability the agency can leverage for training new personnel.

Train Users – Typically, users are trained by agency trainers with coaching and assistance from FAST trainers. FAST implementation consultants and agency project personnel support the trainers by providing technical assistance and specialized instruction during training delivery.

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2.1.8 Rollout Phase

Preparations for the rollout are captured in a series of cutover checklists created and managed within the FAST Workbench. Cutover checklists provide a list of interrelated steps and activities that must be coordinated to ensure a smooth and successful rollout. The communication plan is updated to keep all Project Team members, management, and other stakeholders aware of progress toward cutover. Upon completion of the final conversion into production, selected users enter real transactions into the production system to verify that key transactions can be completed. This is the final verification by business users that the system is ready for production. Upon successful completion of all steps in the cutover checklists, the system is declared ready for production. The Project Team deploys to strategic locations around the agency to perform desk-side support to assist users and bolster their confidence. The Project Team logs all issues requiring team action in the FAST Solution Manager. In at least one of the rollouts, but not necessarily in every rollout, the Rollout Phase shall include, at a minimum, the following:

> Procure/Install Hardware & Software – The hardware and software for the production platform are purchased, installed, configured, and tested.
>
> Operations and Support Plan – The operations and support plan details how the new system will be supported in production. This includes hours of operation, on-call support, hardware responsibilities, application responsibilities, and support team structure.
>
> Operations Training – The operations manual details the processes associated with the day-to-day operations required, including bringing the application up or down, executing scheduled tasks, diagnosing and remedying common problems, and scheduling backups.
>
> Disaster Recovery Plan – The implementation team assists the agency in updating their existing disaster-recovery plan to cover the new application and its platform. The plan details which strategies the agency has, or will implement, to mitigate the impact of unforeseen events.
>
> Cutover Checklist – A cutover checklist provides a list of interrelated steps and activities that must be coordinated to ensure a smooth and successful rollout.
>
> Help Desk Setup – A transitory solution-specific help desk provides a triage function— routing non-solution-related calls, responding to and managing help calls related to the software, and sometimes dispatching a specialist from the Project Team to provide assistance in person.
>
> Run Conversion – Conversion processes are executed, databases are backed up, application servers are readied, and application shortcuts are installed to user desktops.
>
> Production Cutover – The system goes live. Desk-side support is provided to users and operations are carefully monitored.

2.1.9 Production Support Phase

Immediately after transitioning to production, a desk-side support team is deployed in user work areas affected by the rollout. They remain on duty for the initial days or weeks that the new system is in production. Our experience has shown that deploying a desk-side support team is a highly

effective means of managing anxiety and boosting confidence of agency staff as they first start to use the new system. The location, duration, and amount of desk-side support are determined by the Project Team. As the number of actual system-related calls decrease, the help-desk service transitions back into the steady-state help desk. Project staff will work with agency help-desk staff to ensure they have the skills, knowledge, and procedures to take over.

3. INTELLECTUAL PROPERTY

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

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

Vendor shall deposit the source code of its proprietary Software into escrow and add the State as a beneficiary to its multi-user escrow agreement.

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

State of NH Contract 2017-101
Exhibits – Part 3
Date: October 16, 2018
Contractor Initials:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
PART 3 – EXHIBIT F

Testing Services

1. TESTING AND ACCEPTANCE

The State requires an integrated and coherent approach to complete System Testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project. The Contractor shall perform testing in accordance with its proposed FAST Implementation Methodology. The Parties will mutually agree on modifications to the proposed Test Plan methodology.

In addition, the Contractor will provide a mechanism within the Software for identifying and managing System Test scenarios and for the resolution and tracking of all errors and problems identified during test execution. The Contractor will also provide training as necessary to the State staff responsible for test activities.

Contractor will perform testing as follows:

1.1 Installation and Environment Testing

The FAST software and its initial configuration will be fully installed in the development and test environments during the first weeks of the project. During installation, the technical team will run various tests and diagnostics to verify that the software is operational and to identify and resolve any issues. During the confirmation of the infrastructure, the team will review the following areas:

- Hardware installation and configuration:
- Physical server installation/hardening
- Switch and routing
- Virtualization
- Firewall
- Security
- Application Servers – OS installation and system load-balance configuration
- Database servers – OS and SQL Server installation and configuration
- Web service and file servers – File/folder security and web service configuration.

1.2 Unit Testing

During the Development Phase of the FAST Implementation, developers carry out tests at the individual configuration and component level. This step ensures that each configuration and component functions as expected. Any anomalies identified at this stage are analyzed and remedied.

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Unit testing involves testing of the smallest software elements. It involves testing internal structures, logic data paths, functions, and observable behavior. The purpose of unit testing is to discover discrepancies between a GenTax function's defined specifications and its actual behavior. Within the project, this stage of testing focuses on testing and evaluating business functionality during the Development Phase. Because of the integrated nature of GenTax, as unit testing is performed, the equivalent of string testing also occurs. In most cases, the different components in the system must interact successfully to complete the testing of a particular function.

In addition to allowing developers to iteratively test their configurations, unit testing gives developers the opportunity to have business representatives verify system configuration as it develops by using the iterative GenTax development approach. This iterative approach is comprised of multiple configure, demonstrate, and discuss cycles. This in turn promotes earlier understanding of the system and provides feedback to the development team from SMEs at an early enough point to allow timely, meaningful changes in approach or functionality to be addressed and reflected in the solution.

Results of unit testing are tracked by individual developers who work to ensure that the system is ready for functional testing by business users. The development team and SMEs discuss and review the iterative development of the system in design sessions. Important design considerations are reflected in the requirements definitions recorded in GenTax, as well as in meeting minutes. Any issues that arise that cannot be resolved by the development team and SMEs are brought to the Project Directors' attention for resolution, and if further escalation is appropriate then the established decision-request process is used. Formal test scenarios are not developed or tracked during unit testing.

Although unit testing is not necessary for core COTS components, comprehensive testing of the software is still required to ensure that configurations, agency site-specific components, customizations, parameters, and rules are correct. In other words, emphasis is placed on ensuring the solution is properly configured to correctly address an agency's business needs.

Unit testing is conducted primarily in the development environment at developers' workstations. Within the development environment, each developer has his/her own share or "slice" of data that can be easily backed up and copied to allow for iterative testing and maximum flexibility. Developers have the ability to manage their own copies of test data.

1.3 System Testing

Since GenTax is a pre-packaged COTS product that has been tested by our FAST Development Center, System Test consists primarily of business function testing as opposed to individual screens or background processes. The purpose of System Testing is to ensure the functions in testing meet the agency's needs.
Agency SMEs, with the support and assistance of the implementation teams will create preliminary and final test scenarios. Anomalies identified during testing are recorded and

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tracked to resolution in the FAST workbench. Listed below are the two types of test scenarios that are utilized in the System Test phase.

- Preliminary Test Scenarios (Test Cases) – FAST assists agency project personnel in creating preliminary test scenarios related to each major business function. Preliminary test scenarios are created in the integrated FAST Workbench.

- Final Test Scenarios (Test Cases) – Using the preliminary test scenarios, agency SMEs enhance, expand, and customize the test scenarios for applicability to an agency's programs. Final test scenarios are developed in the FAST Workbench.

1.4 Regression Testing

After production rollout, changes to the agency's implementation of GenTax are generally accomplished by adding or adjusting business rules. Depending on the magnitude of the change, regression testing may be required to ensure that new business rules do not adversely affect existing functionality. Agency testers and FAST developers work to identify and address the level of effort required for regression testing and thoroughly test the system to ensure business functionality is working properly, including verification of new and changed features and testing of existing features.

In many cases, regression testing is accomplished by reusing test scenarios and test data from the System Test that took place before the production rollout.

In the event that an issue is discovered during regression testing, the development/technical team is assigned to resolve the problem. The development/technical team then works with the SME for solutions and retest. Once updates are moved into production, the support team monitors the system to identify any potential adverse effects of the changes.

1.5 Performance and Stress Testing

Performance testing occurs throughout the Testing Phase. During performance testing, a selection of high-volume items, both online and batch, are selected and used to:
- Plan background processes
- Ensure response times
- Validate network throughput

Performance testing is an iterative and non-functional testing area that confirms that the system is in a stable state and free of critical and serious defects. The nature, complexity, and level of risk to the system is used to focus testing efforts, and some performance tests may begin as early as unit testing. A key objective of performance testing is to attain pre-defined system performance goals.

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Performance testing validates the speed, scalability, and stability of the system in the pre-production environment. It is concerned with achieving response times of various time-critical business processes and transactions, throughput, and resource utilization levels that meet the performance objectives for the project. It also helps to identify and resolve any serious performance problems before end-to-end testing begins. The test data and system configuration will be as closely modeled to the production environment as possible for the results to have integrity. This establishes the performance expectation under a specific configuration of infrastructure.

Performance testing is executed by the technical team and managed by a FAST technical lead. In addition, a FAST technical lead supervises operations or production-support personnel in the execution of the system processes. This allows operations personnel to practice and run through a mock-production routine, while under the supervision of FAST staff who are knowledgeable of the various job streams. At the same time, both application specialists and database administrators are involved to monitor and further optimize both hardware and software performance.

Performance testing also includes testing remote access (for example, from one or more business centers) into the staging environment to test application access and response performance.

The objectives of performance testing are to:

- Demonstrate the processing and response times of critical functions and transactions under operational conditions.
- Confirm that user queries, generated reports, data searches, and data cubes function in a timely manner.
- Verify that the system completes batch transactions within an acceptable timeframe.
- Track system uptime and transaction response times to demonstrate operation is within acceptable levels.
- Confirm the solution can support the peak volume (stress/load) needs as defined in the requirements.

Stress testing involves use of stress, load, and performance testing tools, including:

- The GenTax load simulator tool.
- The GenTax system monitor tool.
- Microsoft SQL Profiler.

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1.6 Data Conversion Testing

Converted data testing, or reconciliation, is a critical part of the conversion process. Converted data testing ensures that relevant data was correctly extracted from the legacy system and converted into GenTax. The major steps of reconciliation include:

- Reconciliation of baseline statistics for the legacy application data and the control reports generated during the extraction process.
- Reconciliation of the extracted data with the data processed into the conversion staging tables.
- Reconciliation of the post-conversion data in GenTax with the baseline statistics from the legacy application, the extraction control reports, and the conversion staging tables.
- User verification through side-by-side comparison of data in the legacy system and GenTax.
- Use of converted data in final System Test.

Reconciliation is performed at the customer, period, and transaction levels. Agency staff confirm that the conversion process has been correctly reconciled.

Reconciliation is performed on all full mock conversions, as well as selected mini mock conversions, and all discrepancies are addressed before the final conversion (production run) is performed. In the event that there are discrepancies in the production run, they are addressed at that time.

The recommended process for reviewing reconciliation reports:
- Legacy and extraction reports are compared by agency staff to validate the extractions.
- Files are bulk loaded and agency staff compare the load report to the extraction report to ensure all extracted data has been staged correctly for conversion.
- The conversion process is run and FAST compares conversion report data to the load and extraction reports to ensure data is loaded correctly.
- Extraction, load, and conversion reports are combined into a reconciliation report.
- The entire conversion team verifies the final conversion reconciliation report.

1.7 End-to-End Testing

End-to-end testing includes final verification that the system meets business users' needs as specified in final requirements definitions and that all acceptance criteria have been met. Users conduct end-to-end testing in an environment that mimics production. This includes evaluation of business rules and confirmation that the system is fully usable for daily

business needs. At this stage of testing, changes to the system are addressed for portions of the implementation that do not meet business needs as documented by requirements definitions. If new business needs are identified, the project team devises an approach to addressing the functionality while considering any risk to the delivered product and project schedule.

End-to-end testing tests full production cycles on a full database that is pre-populated with converted data in a pre-production environment. Emphasis is placed on batch processing using the GenTax job stream tool to schedule and run daily, nightly, weekly, and monthly job streams to simulate a sampling of processing over a period of time. The tests include testing of interface data transmitted to, and received from, GenTax. Like System Test, end-to-end testing incorporates the testing of interface data, only at much higher volumes.
The results of all job streams are logged and reviewed. Outstanding problems that require changes in configuration or code are logged within the FAST Workbench.
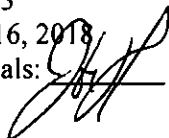
End-to-end testing also includes specific tests for application database backup and recovery. For example, the project team conducts tests to restore components, configurations, and the database to a previous state or point in time. End-to-end testing also includes verification that the system is working correctly at each regional office.

End-to-end testing includes interface testing. Testers, with the support of developers, confirm that data entering GenTax from external interfaces is received and processed correctly by the system. Extracted data leaving the GenTax system through an external interface is reviewed by GenTax developers prior to transmission to an external system. Upon receipt of the GenTax data by the external system, testers and developers of that system confirm that the data is received and processed correctly by the external system. Interface testing is carefully coordinated and timed to ensure that both sides of the interfaces are thoroughly tested. Interface testing conducted during the System-Test stage includes small files (less than one hundred records) to allow for careful desk-checking of data fields. Files transmitted during end-to-end testing more closely resemble production sizes to allow for performance tuning as well as additional data processing and validation.

The end-to-end testing phase is managed by FAST and is conducted in the pre-production environment. Additional personnel from various divisions of the agency may be asked to participate in the testing. The GenTax test team provides support to the SME in the creation of testing scenarios, in the execution of the testing, and in the reviews of the test results upon completion of this test level.

The objectives of end-to-end testing are to:
- Re-verify that the system meets the finalized and approved requirements.
- Re-verify that acceptance criteria are met.
- Re-test the usability of the system.
- Perform regression testing of fixed errors that were raised in end-to-end testing.

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- Re-test workflow and business scenarios. Re-confirm performance testing with an emphasis on response time from users' perspective.

1.8 Security Testing

Security testing is conducted at the System Test level to validate that the system protects data from unauthorized access, misuse, and accidental damage, and maintains functionality as intended. It is performed to ensure that security vulnerabilities are identified. The objectives of security testing are to:

- Confirm that users have access to the functionality needed to do their jobs and ensure that they do not have access to unauthorized areas or functionality within the system.
- Confirm that unauthorized users are not able to access the system.
- Confirm that e-Services (web portal) users are able to access e-Services functionality as defined by the user-security hierarchy. For example, certain third-party partners may have more access than general-public customers.

1.9. Penetration Testing (Non-PCI Environment)

The Contractor shall provide certification that their Software and System environment has undergone penetration testing in a Contractor internal non-client test environment in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed against all versions (or major releases) of the COTS software being implemented for the State by a qualified third-party vendor.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
PART 3 – EXHIBIT G
INTENTIONALLY OMITTED

General Contract Requirements

H-25.1 Vendor Staff

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement of Key Project Staff.

H-25.2 Software and Documentation Copies

The Vendor shall provide the State with Documentation in a mutually agreed upon format. The State shall have the right to copy the Software for backup or archiving purposes 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.

H-25.3 System Acceptance

During cutover weekend for each Production Rollout, the State will issue a Letter of Acceptance for that rollout to go live for production use on the next business day. During cutover weekend for Production Rollout 3, the State will issue a letter of Final System Acceptance for that rollout to go live for production use on the next business day.

H-25.4 Work Hours

Vendor personnel shall work at a minimum during normal business hours between 8:00 am and 4:30 pm (Eastern time), excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Director.

H-25.5 Data Breach

In the event of a data breach, the vendor shall comply with provisions of NHRSA 359-C:20.

H-25.6 Escrow of Code

Vendor will add the State as a beneficiary to its current multi-user escrow agreement No. 8059 with Lincoln Parry SoftEscrow, Inc.

GenTax® Project Work Plan

GenTaxProjectPlan_E
xpandAll (003).pdf

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ID	WBS	Task Name	Resource Names	Start	Finish	Duration	Predecessors	1Q18 Mar | May	3Q18 Jul | Sep | Nov
1	1	Implementation Project Start	Project Manager	Thu 11/1/18	Thu 11/1/18	0 days			◆ 11
2	2	1. Preparation		Thu 11/1/18	Wed 1/2/19	45 days	1SS		
3	2.1	1.7 Confirm Infrastructure	Technical Lead	Thu 11/1/18	Wed 11/14/18	10 days			
4	2.3	1.1 Install FAST Software	Technical Lead	Thu 11/1/18	Wed 11/7/18	5 days			
5	2.4	1.1.a Set Up Team Workstations	Technical Lead	Thu 11/8/18	Wed 11/21/18	10 days	4		
6	2.5	1.1.b Set Up Test Workstations	Technical Lead	Thu 11/8/18	Wed 11/21/18	10 days	4		
7	2.6	$: Installation Complete	Project Manager	Wed 11/21/18	Wed 11/21/18	0 days	5,6		
8	2.7	RFP 2.1a Provide software and hardware; Install	Technical Lead	Wed 11/21/18	Wed 11/21/18	0 days	5,6		
9	2.8	RFP 2.10a Additional environments are ready for	Technical Lead	Wed 11/21/18	Wed 11/21/18	0 days	5,6		
10	2.9	1.2 Project Objectives	Project Manager	Thu 11/1/18	Wed 12/5/18	25 days			
11	2.10	1.3 Communication Plan	Project Manager	Thu 11/8/18	Wed 12/12/18	25 days	10FF+5 days		
12	2.11	1.6 General Timeline	Project Manager	Thu 11/8/18	Fri 11/9/18	2 days	10SS+5 days		
13	2.12	1.4 System Overview	Project Manager	Thu 11/1/18	Wed 11/21/18	15 days			
14	2.13	1.9 Resource Identification	Project Manager	Thu 11/22/18	Wed 12/5/18	10 days	10FF		
15	2.14	RFP 1.1 Conduct Project Kickoff Meeting	Project Manager	Wed 12/5/18	Wed 12/5/18	0 days	14		
16	2.15	RFP 1.2 Deliver Project Charter	Project Manager	Wed 12/5/18	Wed 12/5/18	0 days	15		
17	2.16	1.5 Business Profile	Architect	Thu 12/6/18	Wed 12/26/18	15 days	14		
18	2.17	RFP 1.3 Deliver Project Work Plan & Schedule	Project Manager	Fri 11/9/18	Fri 11/9/18	0 days	12		
19	2.18	1.8 Inventory Inputs & Outputs	Architect	Thu 12/6/18	Wed 1/2/19	20 days	14		
20	3	Rollout One		Tue 11/6/18	Mon 9/30/19	235 days	2SS+3 days		
21	3.1	2. Definition		Tue 11/6/18	Mon 12/3/18	20 days			
22	3.1.1	2.1 Work Team Assignment	Project Manager	Tue 11/6/18	Mon 11/19/18	10 days			
23	3.1.2	2.2 Define Requirements	Architect	Tue 11/6/18	Mon 12/3/18	20 days			
24	3.1.6	2.4 Technical Architecture Plan	Technical Lead	Tue 11/6/18	Mon 11/26/18	15 days			
25	3.1.7	2.3 Developer Technical Training	Technical Lead	Thu 11/22/18	Wed 11/28/18	5 days	5,6		
26	3.1.8	$: Definition Complete	Project Manager	Mon 12/3/18	Mon 12/3/18	0 days	22,23,24,25		
27	3.2	3. Base Configuration		Wed 12/5/18	Fri 2/15/19	53 days	21FS+1 day		
28	3.2.1	3.1 Define Preliminary Configuration	Architect	Wed 12/5/18	Fri 12/14/18	8 days			
29	3.2.2	3.2 Preliminary Configuration	Implementation Consultants	Mon 12/17/18	Fri 1/18/19	25 days	28		
30	3.2.3	3.3 Verification	Architect	Mon 1/21/19	Fri 2/15/19	20 days	29		
31	3.2.4	$: Base Configuration Complete	Project Manager	Fri 2/15/19	Fri 2/15/19	0 days	30,28,29		
32	3.3	4. Development		Mon 2/18/19	Mon 7/1/19	96 days	27		
33	3.3.1	4.1 Development Tasks	Implementation Consultants	Mon 2/18/19	Mon 6/3/19	76 days			
34	3.3.2	4.2 Correspondence	Implementation Consultants	Mon 2/18/19	Mon 6/3/19	76 days			

ID	WBS	Task Name	Resource Names	Start	Finish	Duration	Predecessors	1Q18 Mar | May		3Q18 Jul | Sep | Nov
35	3.3.3	4.3 Reports	Implementation Consultants	Mon 2/18/19	Mon 6/3/19	76 days				
36	3.3.4	4.4 Interfaces	Implementation Consultants	Mon 2/18/19	Mon 6/3/19	76 days				
37	3.3.5	4.6 Application Security	Technical Lead	Mon 2/18/19	Mon 6/3/19	76 days				
38	3.3.6	RFP 2.3 Security Plan	Technical Lead	Mon 6/3/19	Mon 6/3/19	0 days	37			
39	3.3.7	4.5 Review Configuration	Architect	Tue 6/4/19	Mon 7/1/19	20 days	33,34,35,36,38			
40	3.3.8	4.7 Change-Impact Analysis	Architect	Tue 6/4/19	Mon 7/1/19	20 days	34,35,36,33,37			
41	3.4	5. Conversion		Mon 2/18/19	Mon 9/16/19	151 days	27			
42	3.4.1	5.1 Inventory Data Resources	Conversion Lead	Mon 2/18/19	Fri 3/1/19	10 days				
43	3.4.3	5.2 Conversion Approach	Conversion Lead	Mon 3/4/19	Fri 3/29/19	20 days	42			
44	3.4.4	RFP 1.9 Data Conversion Plan	Conversion Lead	Fri 3/29/19	Fri 3/29/19	0 days	43			
45	3.4.5	RFP 3.1 Deployment Plan	Conversion Lead	Mon 9/16/19	Mon 9/16/19	0 days	43,70			
46	3.4.6	5.3 Data Purification	Conversion Lead	Mon 4/1/19	Fri 7/19/19	80 days	43			
47	3.4.7	5.4 Conversion Extracts	Implementation Consultants	Mon 4/1/19	Fri 7/19/19	80 days	43			
48	3.4.8	5.5 Conversion Loads	Implementation Consultants	Mon 4/1/19	Fri 7/19/19	80 days	43			
49	3.4.9	5.6 Sample Mock Conversions	Implementation Consultants	Mon 7/8/19	Fri 8/16/19	30 days	46FS-10 days			
50	3.4.10	5.7 Full Mock Conversions	Implementation Consultants	Mon 8/19/19	Fri 8/30/19	10 days	49			
51	3.5	6. Testing		Tue 5/21/19	Mon 9/16/19	85 days	32FS-30 days			
52	3.5.1	6.1 Test Planning	Testing Lead	Tue 5/21/19	Mon 6/17/19	20 days				
53	3.5.4	$: Testing Preparation Complete	Project Manager	Mon 6/17/19	Mon 6/17/19	0 days	52			
54	3.5.5	6.2 Business Testing	Testing Lead	Tue 6/18/19	Mon 8/5/19	35 days	53			
55	3.5.7	6.3 Converted Data Testing	Conversion Lead	Mon 7/29/19	Fri 9/6/19	30 days	54FS-6 days			
56	3.5.8	6.4 Performance Testing	Technical Lead	Tue 8/13/19	Mon 8/26/19	10 days	54FS+5 days			
57	3.5.10	RFP 3.6 Complete Performance and Load/Stress	Technical Lead	Fri 8/30/19	Fri 8/30/19	0 days	56,50			
58	3.5.11	6.5 End-to-End Testing	Testing Lead	Tue 8/6/19	Mon 9/16/19	30 days	54			
59	3.5.13	RFP 2.7 Complete Business Testing Activities	Testing Lead	Mon 9/16/19	Mon 9/16/19	0 days	58			
60	3.5.15	RFP 2.9 Complete Security Testing Activities	Technical Lead	Mon 9/16/19	Mon 9/16/19	0 days	58			
61	3.5.20	RFP 4.1 Certification of 3rd Party Pen Testing and	Technical Lead	Mon 9/16/19	Mon 9/16/19	0 days	58			
62	3.6	7. User Training		Wed 12/5/18	Tue 9/17/19	205 days	21FS+1 day			◆
63	3.6.1	7.1 Training Plan	Training Lead	Wed 12/5/18	Mon 1/7/19	24 days				▪
64	3.6.2	7.2 Localize Training Materials	Training Lead	Wed 12/5/18	Tue 2/12/19	50 days				▪
65	3.6.3	7.3 Localize User Documentation	Training Lead	Wed 1/30/19	Tue 4/9/19	50 days	64FS-10 days			
66	3.6.4	RFP 4.4 Develop all training curriculum (training	Training Lead	Tue 4/9/19	Tue 4/9/19	0 days	65			
67	3.6.5	7.4 Train Trainers	Training Lead	Wed 4/3/19	Tue 6/25/19	60 days	65FS-5 days			
68	3.6.6	7.5 Train Users	Training Lead	Wed 6/26/19	Tue 9/17/19	60 days	67			

ID	WBS	Task Name	Resource Names	Start	Finish	Duration	Predecessors	1Q18 Mar | May	Jul	3Q18 Sep | Nov
69	3.6.7	RFP 4.5 Conduct training activities and monitor	Training Lead	Tue 9/17/19	Tue 9/17/19	0 days	68			
70	3.7	8. Rollout		Fri 7/26/19	Mon 9/16/19	37 days	51FS-37 days			
71	3.7.1	8.1 Procure/Install Hardware & Software	Technical Lead	Fri 7/26/19	Thu 9/5/19	30 days				
72	3.7.2	RFP 2.10b Additional environments are ready for	Technical Lead	Thu 9/5/19	Thu 9/5/19	0 days	71			
73	3.7.3	8.4 Disaster Recovery Plan	Technical Lead	Wed 8/7/19	Thu 9/12/19	27 days	71SS+8 days			
74	3.7.4	RFP 3.3 Update Disaster Recovery/Business	Technical Lead	Thu 9/12/19	Thu 9/12/19	0 days	73			
75	3.7.5	RFP 4.3 Provide Tools for Backup and Recovery	Technical Lead	Thu 9/12/19	Thu 9/12/19	0 days	73			
76	3.7.6	8.2 Operations & Support Plan	Technical Lead	Fri 7/26/19	Thu 8/22/19	20 days				
77	3.7.8	8.3 Operations Training	Technical Lead	Fri 7/26/19	Thu 8/1/19	5 days				
78	3.7.9	8.5 Cutover Checklist	Architect	Wed 7/31/19	Mon 9/16/19	34 days	76FS-17 days			
79	3.7.10	8.6 Help Desk Setup	Architect	Fri 7/26/19	Thu 8/8/19	10 days				
80	3.7.11	RFP 3.2 End User Support Plan	Architect	Thu 8/8/19	Thu 8/8/19	0 days	79			
81	3.7.12	8.7 Run Conversion	Conversion Lead	Fri 9/13/19	Mon 9/16/19	2 days	50FS-1 day,77,73,76,79			
82	3.7.13	RFP 4.2 Converted Data Loaded into Production	Conversion Lead	Mon 9/16/19	Mon 9/16/19	0 days	81			
83	3.7.14	RFP 4.6 Cutover to New Software/Go-Live	Project Manager	Mon 9/16/19	Mon 9/16/19	0 days	81			
84	3.7.15	$: System Acceptance, Production Rollout	Project Manager	Mon 9/16/19	Mon 9/16/19	0 days	81			
85	3.8	9. Production Support		Mon 9/16/19	Mon 9/30/19	10 days	70			
86	3.8.1	RFP 4.6 Ongoing Support & Maintenance	Implementation Consultants	Mon 9/16/19	Mon 9/16/19	0 days				
87	3.8.2	9.1 Perform Desk-Side Support	Implementation Consultants	Tue 9/17/19	Mon 9/30/19	10 days				
88	3.8.3	9.2 Perform Operations Support	Implementation Consultants	Tue 9/17/19	Mon 9/30/19	10 days				
89	4	Rollout One Warranty Period	Implementation Consultants[1:	Mon 9/16/19	Tue 1/14/20	87 days	81FS-1 day			
90	5	Rollout Two		Tue 9/17/19	Mon 9/7/20	255 days	70			
91	5.1	2. Definition		Tue 9/17/19	Mon 10/21/19	25 days				
92	5.1.1	2.1 Work Team Assignment	Project Manager	Tue 9/17/19	Mon 9/30/19	10 days				
93	5.1.2	2.2 Define Requirements	Architect	Tue 9/17/19	Mon 10/21/19	25 days				
94	5.1.6	2.4 Technical Architecture Plan	Technical Lead	Tue 9/17/19	Mon 10/7/19	15 days				
95	5.1.7	2.3 Developer Technical Training	Technical Lead	Tue 9/17/19	Mon 9/23/19	5 days	5,6			
96	5.1.8	$: Definition Complete	Project Manager	Mon 10/21/19	Mon 10/21/19	0 days	92,93,94,95			
97	5.2	3. Base Configuration		Wed 10/23/19	Fri 1/17/20	63 days	91FS+1 day			
98	5.2.1	3.1 Define Preliminary Configuration	Architect	Wed 10/23/19	Fri 11/1/19	8 days				
99	5.2.2	3.2 Preliminary Configuration	Implementation Consultants	Mon 11/4/19	Fri 12/13/19	30 days	98			
100	5.2.3	3.3 Verification	Architect	Mon 12/16/19	Fri 1/17/20	25 days	99			
101	5.2.4	$: Base Configuration Complete	Project Manager	Fri 1/17/20	Fri 1/17/20	0 days	98,99,100			
102	5.3	4. Development		Mon 1/20/20	Mon 6/8/20	101 days	97			

ID	WBS	Task Name	Resource Names	Start	Finish	Duration	Predecessors	1Q18 Mar | May	3Q18 Jul | Sep | Nov
103	5.3.1	4.1 Development Tasks	Implementation Consultants	Mon 1/20/20	Mon 5/11/20	81 days			
104	5.3.2	4.2 Correspondence	Implementation Consultants	Mon 1/20/20	Mon 5/11/20	81 days			
105	5.3.3	4.3 Reports	Implementation Consultants	Mon 1/20/20	Mon 5/11/20	81 days			
106	5.3.4	4.4 Interfaces	Implementation Consultants	Mon 1/20/20	Mon 5/11/20	81 days			
107	5.3.5	4.6 Application Security	Technical Lead	Mon 1/20/20	Mon 5/11/20	81 days			
108	5.3.6	RFP 2.3 Security Plan	Technical Lead	Mon 5/11/20	Mon 5/11/20	0 days	107		
109	5.3.7	4.5 Review Configuration	Architect	Tue 5/12/20	Mon 6/8/20	20 days	103,104,105,106,108		
110	5.3.8	4.7 Change-Impact Analysis	Architect	Tue 5/12/20	Mon 6/8/20	20 days	103,104,105,106,107		
111	5.4	5. Conversion		Mon 1/20/20	Mon 8/24/20	156 days	97		
112	5.4.1	5.1 Inventory Data Resources	Conversion Lead	Mon 1/20/20	Fri 1/31/20	10 days			
113	5.4.3	5.2 Conversion Approach	Conversion Lead	Mon 2/3/20	Fri 2/28/20	20 days	112		
114	5.4.4	RFP 1.9 Data Conversion Plan	Conversion Lead	Fri 2/28/20	Fri 2/28/20	0 days	113		
115	5.4.5	RFP 3.1 Deployment Plan	Conversion Lead	Mon 8/24/20	Mon 8/24/20	0 days	113,140		
116	5.4.6	5.3 Data Purification	Conversion Lead	Mon 3/2/20	Fri 6/19/20	80 days	113		
117	5.4.7	5.4 Conversion Extracts	Implementation Consultants	Mon 3/2/20	Fri 6/19/20	80 days	113		
118	5.4.8	5.5 Conversion Loads	Implementation Consultants	Mon 3/2/20	Fri 6/19/20	80 days	113		
119	5.4.9	5.6 Sample Mock Conversions	Implementation Consultants	Mon 6/8/20	Fri 7/17/20	30 days	116FS-10 days		
120	5.4.10	5.7 Full Mock Conversions	Implementation Consultants	Mon 7/20/20	Fri 7/31/20	10 days	119		
121	5.5	6. Testing		Tue 4/28/20	Mon 8/24/20	85 days	102FS-30 days		
122	5.5.1	6.1 Test Planning	Testing Lead	Tue 4/28/20	Mon 5/25/20	20 days			
123	5.5.4	$: Testing Preparation Complete	Project Manager	Mon 5/25/20	Mon 5/25/20	0 days	122		
124	5.5.5	6.2 Business Testing	Testing Lead	Tue 5/26/20	Mon 7/13/20	35 days	123		
125	5.5.7	6.3 Converted Data Testing	Conversion Lead	Mon 7/6/20	Fri 8/14/20	30 days	124FS-6 days		
126	5.5.8	6.4 Performance Testing	Technical Lead	Tue 7/21/20	Mon 8/3/20	10 days	124FS+5 days		
127	5.5.10	RFP 3.6 Complete Performance and Load/Stress	Technical Lead	Mon 8/3/20	Mon 8/3/20	0 days	120,126		
128	5.5.11	6.5 End-to-End Testing	Testing Lead	Tue 7/14/20	Mon 8/24/20	30 days	124		
129	5.5.13	RFP 2.7 Complete Business Testing Activities	Testing Lead	Mon 8/24/20	Mon 8/24/20	0 days	128		
130	5.5.15	RFP 2.9 Complete Security Testing Activities	Technical Lead	Mon 8/24/20	Mon 8/24/20	0 days	128		
131	5.5.20	RFP 4.1 Certification of 3rd Party Pen Testing and	Technical Lead	Mon 8/24/20	Mon 8/24/20	0 days	128		
132	5.6	7. User Training		Wed 10/23/19	Tue 8/4/20	205 days	91FS+1 day		
133	5.6.1	7.1 Training Plan	Training Lead	Wed 10/23/19	Mon 11/25/19	24 days			
134	5.6.2	7.2 Localize Training Materials	Training Lead	Wed 10/23/19	Tue 12/31/19	50 days			
135	5.6.3	7.3 Localize User Documentation	Training Lead	Wed 12/18/19	Tue 2/25/20	50 days	134FS-10 days		
136	5.6.4	RFP 4.4 Develop all training curriculum (training	Training Lead	Tue 2/25/20	Tue 2/25/20	0 days	135		

ID	WBS	Task Name	Resource Names	Start	Finish	Duration	Predecessors	1Q18		3Q18	
								Mar	May	Jul	Sep	Nov
137	5.6.5	7.4 Train Trainers	Training Lead	Wed 2/19/20	Tue 5/12/20	60 days	135FS-5 days				
138	5.6.6	7.5 Train Users	Training Lead	Wed 5/13/20	Tue 8/4/20	60 days	137				
139	5.6.7	RFP 4.5 Conduct training activities and monitor	Training Lead	Tue 8/4/20	Tue 8/4/20	0 days	138				
140	5.7	8. Rollout		Fri 7/3/20	Mon 8/24/20	37 days	121FS-37 days				
141	5.7.1	8.1 Procure/Install Hardware & Software	Technical Lead	Fri 7/3/20	Thu 8/13/20	30 days					
142	5.7.2	RFP 2.10b Additional environments are ready for	Technical Lead	Thu 8/13/20	Thu 8/13/20	0 days	141				
143	5.7.3	8.4 Disaster Recovery Plan	Technical Lead	Wed 7/15/20	Thu 8/20/20	27 days	141SS+8 days				
144	5.7.4	RFP 3.3 Update Disaster Recovery/Business	Technical Lead	Thu 8/20/20	Thu 8/20/20	0 days	143				
145	5.7.5	RFP 4.3 Provide Tools for Backup and Recovery	Technical Lead	Thu 8/20/20	Thu 8/20/20	0 days	143				
146	5.7.6	8.2 Operations & Support Plan	Technical Lead	Fri 7/3/20	Thu 7/30/20	20 days					
147	5.7.8	8.3 Operations Training	Technical Lead	Fri 7/3/20	Thu 7/9/20	5 days					
148	5.7.9	8.5 Cutover Checklist	Architect	Wed 7/8/20	Mon 8/24/20	34 days	146FS-17 days				
149	5.7.10	8.6 Help Desk Setup	Architect	Fri 7/3/20	Thu 7/16/20	10 days					
150	5.7.11	RFP 3.2 End User Support Plan	Architect	Thu 7/16/20	Thu 7/16/20	0 days	149				
151	5.7.12	8.7 Run Conversion	Conversion Lead	Fri 8/21/20	Mon 8/24/20	2 days	120FS-1 day,143,146,147,1				
152	5.7.13	RFP 4.2 Converted Data Loaded into Production	Conversion Lead	Mon 8/24/20	Mon 8/24/20	0 days	151				
153	5.7.14	RFP 4.6 Cutover to New Software/Go-Live	Project Manager	Mon 8/24/20	Mon 8/24/20	0 days	151				
154	5.7.15	$: System Acceptance, Production Rollout	Project Manager	Mon 8/24/20	Mon 8/24/20	0 days	151				
155	5.8	9. Production Support		Mon 8/24/20	Mon 9/7/20	10 days	140				
156	5.8.1	RFP 4.6 Ongoing Support & Maintenance	Implementation Consultants	Mon 8/24/20	Mon 8/24/20	0 days					
157	5.8.2	9.1 Perform Desk-Side Support	Implementation Consultants	Tue 8/25/20	Mon 9/7/20	10 days					
158	5.8.3	9.2 Perform Operations Support	Implementation Consultants	Tue 8/25/20	Mon 9/7/20	10 days					
159	6	Rollout Two Warranty Period	Implementation Consultants	Mon 8/24/20	Tue 12/22/20	87 days	140FS-1 day				
160	7	Rollout Three		Tue 8/25/20	Tue 7/20/21	236 days	140				
161	7.1	2. Definition		Tue 8/25/20	Mon 9/28/20	25 days					
162	7.1.1	2.1 Work Team Assignment	Project Manager	Tue 8/25/20	Mon 9/7/20	10 days					
163	7.1.2	2.2 Define Requirements	Architect	Tue 8/25/20	Mon 9/28/20	25 days					
164	7.1.6	2.4 Technical Architecture Plan	Technical Lead	Tue 8/25/20	Mon 9/14/20	15 days					
165	7.1.7	2.3 Developer Technical Training	Technical Lead	Tue 8/25/20	Mon 8/31/20	5 days	5,6				
166	7.1.8	$: Definition Complete	Project Manager	Mon 9/28/20	Mon 9/28/20	0 days	162,163,164,165				
167	7.2	3. Base Configuration		Wed 9/30/20	Fri 11/20/20	38 days	161FS+1 day				
168	7.2.1	3.1 Define Preliminary Configuration	Architect	Wed 9/30/20	Fri 10/9/20	8 days					
169	7.2.2	3.2 Preliminary Configuration	Implementation Consultants	Mon 10/12/20	Fri 10/30/20	15 days	168				
170	7.2.3	3.3 Verification	Architect	Mon 11/2/20	Fri 11/20/20	15 days	169				

ID	WBS	Task Name	Resource Names	Start	Finish	Duration	Predecessors	1Q18 Mar | May	Jul | Sep | Nov 3Q18
171	7.2.4	$: Base Configuration Complete	Project Manager	Fri 11/20/20	Fri 11/20/20	0 days	168,169,170		
172	7.3	4. Development		Mon 11/23/20	Mon 4/5/21	96 days	167		
173	7.3.1	4.1 Development Tasks	Implementation Consultants	Mon 11/23/20	Mon 3/8/21	76 days			
174	7.3.2	4.2 Correspondence	Implementation Consultants	Mon 11/23/20	Mon 3/8/21	76 days			
175	7.3.3	4.3 Reports	Implementation Consultants	Mon 11/23/20	Mon 3/8/21	76 days			
176	7.3.4	4.4 Interfaces	Implementation Consultants	Mon 11/23/20	Mon 3/8/21	76 days			
177	7.3.5	4.6 Application Security	Technical Lead	Mon 11/23/20	Mon 3/8/21	76 days			
178	7.3.6	RFP 2.3 Security Plan	Technical Lead	Mon 3/8/21	Mon 3/8/21	0 days	177		
179	7.3.7	4.5 Review Configuration	Architect	Tue 3/9/21	Mon 4/5/21	20 days	173,174,175,176,178		
180	7.3.8	4.7 Change-Impact Analysis	Architect	Tue 3/9/21	Mon 4/5/21	20 days	173,174,175,176,177		
181	7.4	5. Conversion		Mon 11/23/20	Tue 7/6/21	162 days	167		
182	7.4.1	5.1 Inventory Data Resources	Conversion Lead	Mon 11/23/20	Fri 12/4/20	10 days			
183	7.4.3	5.2 Conversion Approach	Conversion Lead	Mon 12/7/20	Fri 1/1/21	20 days	182		
184	7.4.4	RFP 1.9 Data Conversion Plan	Conversion Lead	Fri 1/1/21	Fri 1/1/21	0 days	183		
185	7.4.5	RFP 3.1 Deployment Plan	Conversion Lead	Tue 7/6/21	Tue 7/6/21	0 days	183,210		
186	7.4.6	5.3 Data Purification	Conversion Lead	Mon 1/4/21	Fri 4/23/21	80 days	183		
187	7.4.7	5.4 Conversion Extracts	Implementation Consultants	Mon 1/4/21	Fri 4/23/21	80 days	183		
188	7.4.8	5.5 Conversion Loads	Implementation Consultants	Mon 1/4/21	Fri 4/23/21	80 days	183		
189	7.4.9	5.6 Sample Mock Conversions	Implementation Consultants	Mon 4/12/21	Fri 5/21/21	30 days	186FS-10 days		
190	7.4.10	5.7 Full Mock Conversions	Implementation Consultants	Mon 5/24/21	Fri 6/4/21	10 days	189		
191	7.5	6. Testing		Tue 2/23/21	Tue 7/6/21	96 days	172FS-30 days		
192	7.5.1	6.1 Test Planning	Testing Lead	Tue 2/23/21	Mon 3/22/21	20 days			
193	7.5.4	$: Testing Preparation Complete	Project Manager	Mon 3/22/21	Mon 3/22/21	0 days	192		
194	7.5.5	6.2 Business Testing	Testing Lead	Tue 3/23/21	Mon 5/10/21	35 days	193		
195	7.5.7	6.3 Converted Data Testing	Conversion Lead	Mon 5/3/21	Fri 6/11/21	30 days	194FS-6 days		
196	7.5.8	6.4 Performance Testing	Technical Lead	Tue 5/18/21	Mon 5/31/21	10 days	194FS+5 days		
197	7.5.10	RFP 3.6 Complete Performance and Load/Stress	Technical Lead	Fri 6/4/21	Fri 6/4/21	0 days	190,196		
198	7.5.11	6.5 End-to-End Testing	Testing Lead	Tue 5/11/21	Tue 7/6/21	41 days	194		
199	7.5.13	RFP 2.7 Complete Business Testing Activities	Testing Lead	Tue 7/6/21	Tue 7/6/21	0 days	198		
200	7.5.15	RFP 2.9 Complete Security Testing Activities	Technical Lead	Tue 7/6/21	Tue 7/6/21	0 days	198		
201	7.5.20	RFP 4.1 Certification of 3rd Party Pen Testing and	Technical Lead	Tue 7/6/21	Tue 7/6/21	0 days	198		
202	7.6	7. User Training		Wed 9/30/20	Tue 6/29/21	195 days	161FS+1 day		
203	7.6.1	7.1 Training Plan	Training Lead	Wed 9/30/20	Mon 11/2/20	24 days			
204	7.6.2	7.2 Localize Training Materials	Training Lead	Wed 9/30/20	Tue 12/1/20	45 days			

ID	WBS	Task Name	Resource Names	Start	Finish	Duration	Predecessors	1Q18 Mar | May	3Q18 Jul | Sep | Nov
205	7.6.3	7.3 Localize User Documentation	Training Lead	Wed 11/18/20	Tue 1/19/21	45 days	204FS-10 days		
206	7.6.4	RFP 4.4 Develop all training curriculum (training	Training Lead	Tue 1/19/21	Tue 1/19/21	0 days	205		
207	7.6.5	7.4 Train Trainers	Training Lead	Wed 1/13/21	Tue 4/6/21	60 days	205FS-5 days		
208	7.6.6	7.5 Train Users	Training Lead	Wed 4/7/21	Tue 6/29/21	60 days	207		
209	7.6.7	RFP 4.5 Conduct training activities and monitor	Training Lead	Tue 6/29/21	Tue 6/29/21	0 days	208		
210	7.7	8. Rollout		Mon 5/17/21	Tue 7/6/21	37 days	191FS-37 days		
211	7.7.1	8.1 Procure/Install Hardware & Software	Technical Lead	Mon 5/17/21	Fri 6/25/21	30 days			
212	7.7.2	RFP 2.10b Additional environments are ready for	Technical Lead	Fri 6/25/21	Fri 6/25/21	0 days	211		
213	7.7.3	8.4 Disaster Recovery Plan	Technical Lead	Thu 5/27/21	Fri 7/2/21	27 days	211SS+8 days		
214	7.7.4	RFP 3.3 Update Disaster Recovery/Business	Technical Lead	Fri 7/2/21	Fri 7/2/21	0 days	213		
215	7.7.5	RFP 4.3 Provide Tools for Backup and Recovery	Technical Lead	Fri 7/2/21	Fri 7/2/21	0 days	213		
216	7.7.6	8.2 Operations & Support Plan	Technical Lead	Mon 5/17/21	Fri 6/11/21	20 days			
217	7.7.8	8.3 Operations Training	Technical Lead	Mon 5/17/21	Fri 5/21/21	5 days			
218	7.7.9	8.5 Cutover Checklist	Architect	Thu 5/20/21	Tue 7/6/21	34 days	216FS-17 days		
219	7.7.10	8.6 Help Desk Setup	Architect	Mon 5/17/21	Fri 5/28/21	10 days			
220	7.7.11	RFP 3.2 End User Support Plan	Architect	Fri 5/28/21	Fri 5/28/21	0 days	219		
221	7.7.12	8.7 Run Conversion	Conversion Lead	Mon 7/5/21	Tue 7/6/21	2 days	190FS-1 day,213,216,217,2		
222	7.7.13	RFP 4.2 Converted Data Loaded into Production	Conversion Lead	Tue 7/6/21	Tue 7/6/21	0 days	221		
223	7.7.14	RFP 4.6 Cutover to New Software/Go-Live	Project Manager	Tue 7/6/21	Tue 7/6/21	0 days	221		
224	7.7.15	$: System Acceptance, Production Rollout	Project Manager	Tue 7/6/21	Tue 7/6/21	0 days	221		
225	7.8	9. Production Support		Tue 7/6/21	Tue 7/20/21	10 days	210		
226	7.8.1	RFP 4.6 Ongoing Support & Maintenance	Implementation Consultants	Tue 7/6/21	Tue 7/6/21	0 days			
227	7.8.2	9.1 Perform Desk-Side Support	Implementation Consultants	Wed 7/7/21	Tue 7/20/21	10 days			
228	7.8.3	9.2 Perform Operations Support	Implementation Consultants	Wed 7/7/21	Tue 7/20/21	10 days			
229	8	Rollout Three Warranty Period	Implementation Consultants	Tue 7/6/21	Wed 11/3/21	87 days	210FS-1 day		
230	9	Implementation Project End	Project Manager	Wed 11/3/21	Wed 11/3/21	0 days	229		

Q18	1Q19	3Q19	1Q20	3Q20	1Q21	3Q21	1Q22	3Q22	1Q23	3Q23	1Q24	3Q24
Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov | Ja

Q18	1Q19	3Q19	1Q20	3Q20	1Q21	3Q21	1Q22	3Q22	1Q23	3Q23	1Q24	3Q24
Nov.	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov	Jan | Mar | May	Jul | Sep | Nov | Ja

GenTax® Software Licensing Agreement

This Software Licensing Agreement ("Agreement") is made by and between Fast Enterprises, LLC, a New York limited liability company ("FAST" or "Licensor") and The State of New Hampshire, acting through its Department of Revenue Administration ("Licensee"). FAST has its principal place of business at 7229 S. Alton Way, Centennial Colorado, 80112. Licensee has its principal place of business at 109 Pleasant Street, Concord, New Hampshire.

1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings ascribed to them:

   1.1.   "Software" means the GenTax®[1] Integrated Tax Processing Software that is the subject of this Agreement. Software includes tools and utilities that may be provided by FAST as part of the GenTax® package, as well as any fixes, enhancements, additions, and other modifications to the Software that may be provided.

   1.2.   "Documentation" means all documentation associated with the Software, including without limitation, technical data, computer listings, manuals, and printouts, in human-readable form that:

      1.2.1.   Documents the design or details of the Software;

      1.2.2.   Explains the capabilities of the Software; or

      1.2.3.   Provides operating instructions for using the Software to obtain desired results from a computer.

   1.3   "Use" means storing, loading, installing, configuring, extending, executing or displaying the Software on a computer, processor, or controller, or making a copy of the Software for archival or backup purposes only.

   1.4   "Licensee" means the State of New Hampshire.

2. SOFTWARE LICENSE.

   2.1.   FAST grants the Licensee, in consideration for the license fee paid, a non-transferable, perpetual and non-exclusive right to use the Software, in object code form, and the Documentation furnished under this Agreement (the "License").

   2.2.   This grant shall allow the Licensee to use the Software to support the administration of and fulfill the business requirements and objectives of the Revenue Information Management System (RIMS), as described in the DRA RFP 2017 101. The extension of this License to additional tax types and functionality may be subject to additional License fees.

   2.3.   The Licensee may install the Software on any workstation or server within the Licensee's business operation without limitation of the number of such installations.

   2.4.   All Software and Documentation furnished to the Licensee under this Agreement shall be used by the Licensee only for the purposes authorized under this Agreement.

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[1] GenTax® is a registered trademark of Fast Enterprises, LLC.

2.5.   The Licensee agrees to use its best efforts to see that its employees and users of the Software and Documentation comply with the terms and conditions set out in this Agreement.

2.6.   The Licensee shall not take any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the Software.

2.7.   The License extends to new versions of the Software, provided the Licensee has paid for the version as part of Level 1 GenTax Maintenance Fees.

2.8.   FAST may, at no additional charge, modify the Software to improve operation or reliability or to meet legal requirements.

2.9.   Relocation of Software is the Licensee's responsibility and may result in additional support charges and modified service response times under any Support or Maintenance Agreement that FAST has entered into or will enter into with the Licensee.

2.10.   The Licensee is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the Software to reconstruct lost or altered files, data or programs. Nothing in this provision is intended to diminish or modify any of the terms and conditions or the warranties provided by the Licensor under the RIMS Contract between the Parties or pursuant to applicable law.

2.11.   The License granted hereunder is not assignable or transferable.

2.12.   This Agreement does not grant a license to the Licensee to resell or otherwise redistribute the Software and Documentation.

2.13.   Except as provided in this Agreement, use of the Software, Documentation, or License thereto shall be permitted only with FAST's prior written consent, which consent shall not be unreasonably withheld. Any such use shall be subject to FAST's standard fee in effect at the time of the use.

3. REPRODUCTION OF SOFTWARE/DOCUMENTATION.

3.1   The Licensee may not copy or reprint the Software in whole or in substantial part except as described in this Agreement.

3.2   The Licensee may not reproduce or copy the Documentation provided by FAST under this Agreement, in whole or in part, except as necessary for use as authorized under this Agreement. Any copy of the Documentation must contain the same copyright notice and proprietary markings that are on the original Documentation.

4. INTELLECTUAL PROPERTY/OWNERSHIP OF SOFTWARE. The Licensee acknowledges that the Software and Documentation, and all improvements and modifications made to them by any party, are and remain the sole property of FAST. This Agreement neither expresses nor implies that any interest in the Software and Documentation is assigned or transferred to the Licensee, except to the extent of the License granted by this Agreement.

5. FORM OF SOFTWARE. The Licensee agrees that the Software supplied under this Agreement shall be delivered to the Licensee in object code form only. FAST will maintain the Software source code with Lincoln Parry SoftEscrow, Inc. and list the Licensee as an authorized recipient of the source code. FAST will provide Licensee with a copy of the current escrow agreement and all future agreements within ten days of the effective date of the escrow agreement. The escrow agreement is incorporated herein by reference.

6. CONFIDENTIALITY.

   6.1. Licensee acknowledges that all of the Software and Documentation provided to the Licensee pursuant to this License, in any form whatsoever, are FAST's "Confidential Information."

   6.2. Licensee hereby agrees to the extent permitted by law: 1) to hold all Confidential Information in confidence; 2) to use FAST Confidential Information only for the purpose for which it is disclosed; 3) to reproduce the Confidential Information only to the extent allowed under this License; and 4) not to disclose the Confidential Information to any third party without FAST's prior written consent, which shall not be unreasonably withheld.

   6.3. Licensee agrees to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, in order to protect the confidentiality of FAST's Confidential Information.

   6.4. Licensee may disclose Confidential Information only to the Licensee's employees on a need-to-know basis. The Licensee will have executed or will execute appropriate written agreements with its employees sufficient to enable it to comply with all the provisions of this Agreement.

   6.5. Licensee will notify FAST immediately upon discovery of any unauthorized use or disclosure of FAST's Confidential Information or any other breach of this Agreement by the Licensee, and will cooperate with FAST in every reasonable way to help FAST regain possession of the Confidential Information and prevent its further unauthorized use.

   6.6. If the Licensee becomes legally obligated to disclose FAST's Confidential Information by any governmental entity with jurisdiction over it, the Licensee will give FAST written notice sufficient to allow FAST to seek a protective order or other appropriate remedy. If disclosure cannot be avoided, Licensee will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any of FAST's Confidential Information that is so discloses.

   6.7. A Non-Disclosure Agreement in the form attached hereto as Attachment A, and incorporated herein by reference, shall be signed by the Licensee's agents, contractors, contractors' employees, and any other third parties (non-Licensee employees) who may be exposed to or gain access to FAST Confidential Information.

7. WARRANTIES. FAST warrants the tapes, diskettes or other media provided under this Agreement to be new, or like new and free of defects in materials and workmanship under normal use for one year from the delivery date or such longer time as the equipment manufacturer provides, unless otherwise agreed to in writing by the parties. FAST will replace without charge any FAST supplied tapes, diskettes or other media not in good working order if returned to FAST during the warranty period.

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8. WARRANTY EXCLUSIONS.

8.1. Except as stated in section 7, or included in this contract or any other contract between the parties governing the implementation, maintenance and/or support of the Software, FAST, its parent, subsidiaries and their affiliates, subcontractors and suppliers make no warranties, express or implied.

8.2. The warranty provided in Section 7 does not cover repair for damages, malfunctions or service failures caused by:

8.2.1. Unauthorized actions of non-FAST personnel;

8.2.2. Failure to follow FAST's installation, configuration, operation or maintenance instructions;

8.2.3. Attachment to the Software of non-FAST software or failure of software not maintained by FAST, unless such installation or use is approved in writing by FAST.

9. LIMITATION OF LIABILITY. While the Contract between the Parties dated ____ is in effect, the liability provisions contained therein shall control. In the event the Contract between the Parties has expired or been terminated and there is no other contract between the parties governing the implementation, maintenance and/or support of the Software in effect, the following limitation on liability will apply to claims arising under this Agreement:

9.1. For purposes of this Section, "FAST" shall be deemed to include FAST and its employees, agents, representatives, subcontractors, and suppliers, and "damages" shall be deemed to refer collectively to all injury, damage, loss, liability, expense or cost incurred.

9.2. FAST shall not be liable for indirect, special, collateral, incidental, or consequential damages, or for lost profits, savings or revenues of any kind, whether or not FAST has been advised of the possibility of such damages.

9.3. In no event will FAST be liable for damages in connection with or arising out of the Licensee's negligent or willful misconduct with regard to Licensee's use of the Software or Documentation under this Agreement. In no event shall FAST's liability under this Agreement exceed the license fee.

10. TERMINATION. While the RIMS Contract between the Parties is in effect, the termination provisions contained therein shall control. In the event the Contract between the Parties has expired or been terminated and there is no other contract between the parties governing termination hereunder, the following termination provision will apply: either party may terminate this Agreement when the other has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed six (6) months, after receipt of such notice.

11. ASSIGNMENT. This Agreement cannot be transferred or assigned without the mutual written consent of FAST and the Licensee.

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12. WAIVER. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence by any party, but only by an instrument in writing signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement will constitute a waiver of any other provision or of the same provision on another occasion. Failure to enforce any provision of this Agreement will not constitute waiver of such provision or any other provisions of this Agreement.

13. USE OF THE JURISDICTION NAME. The Licensee agrees that FAST may, prior to, or in the course of this performance of this Agreement (or any order), or thereafter, publicize publicly available information related to this Agreement, including that the Licensee is a client of FAST.

14. SEVERABILITY. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions of this Agreement.

15. BINDING NATURE; NO THIRD PARTY BENEFICIARY. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

16. PRECEDENCE. In the event of any uncertainties regarding the interpretation of any particular provision or term used in this Agreement, or in the event of any ambiguity, vagueness or inconsistency, such provisions and terms shall be read in a manner consistent with any other contract governing the implementation, maintenance and/or support of the Software in effect at that time.

17. AMENDMENT. This Agreement may only be enlarged, altered, voided or modified by a written amendment signed by FAST and the Licensee.

18. HEADINGS. Descriptive headings and Section/Paragraph numbering in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

19. SURVIVAL OF CERTAIN AGREEMENT TERMS. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the attachment hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the Agreement shall survive such termination or expiration date and shall be enforceable by the parties as provided herein in the event of a failure to perform or to comply by either party.

20. FORCE MAJEURE. Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, government actions, public disturbances, labor disturbances, fires, floods, epidemics, quarantines, restrictions, freight embargoes or unusually severe weather.

21. NOTICES. All deliveries, notices, requests, demands or other communications related to this Agreement that either party may be required or may desire to give to the other will be deemed received by the recipient when delivered personally; or by registered or certified mail, return receipt requested; or by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Communications should be addressed as follows:

FAST:
Megan E. Mooney
Fast Enterprises, LLC
7229 S. Alton Way,
Centennial, CO 80112.
Tel: (208) 433-9244
Fax: (303) 773-4829
MMooney@FastEnterprises.com

LICENSEE: State of New Hampshire
Name: Lindsey M. Stepp
Title: Commissioner
Address: 109 Pleasant Street, P.O. Box 457, Concord NH 03302

Telephone: (603)203-5006
Email: Lindsey.Stepp@dra.nh.gov

22. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of New Hampshire without giving effect to choice of law provisions. The Licensee and FAST: (i) submit to the jurisdiction of the state courts located in New Hampshire; (ii) waive any and all objections to jurisdiction and venue; and (iii) will not raise forum non conveniens as an objection to the location of any litigation.

ATTACHMENT A

NONDISCLOSURE AGREEMENT

FAST ENTERPRISES, LLC, a New York limited liability company, ("FAST") is providing
_____ (the "Licensee") access to FAST products, tools, inventions,
innovations, design concepts, program code, knowledge capital and professional services.

The following articles govern the procedures by which the undersigned ("I", "me", "my") will handle
FAST and State of New Hampshire confidential information, all of which are subject to federal and
State law, including RSA 91-A, and court order. Specifically:

1. FAST declares, subject to federal and State law, that the following are confidential ("Confidential
   Information"):

   a. any data, products, inventions, innovations, program source code, program object
      code, program executables, data designs, data definitions, programming aids, tools,
      utilities, configurations, drawings, formulae, algorithms, ideas, designs, concepts,
      know-how, discoveries, techniques, training material, documents, manuals,
      methodologies, specifications, models, and other knowledge capital, electronic or
      otherwise, owned by FAST whether copyrightable or patentable or not; and
   b. Any documents or material which are marked "Confidential".

2. FAST will disclose such Confidential Information to individuals as required for:

   a) The implementation of FAST software for the Licensee's use; and/or

   b) Use of FAST software by the Licensee, including without limitation tax administration.

3. I agree to receive any such Confidential Material in confidence and to use such Confidential Material
   solely for the purpose defined in Section 2 above. I further agree to take either:

   a) Such measures as I would take in protecting the confidentiality of my own confidential information,
      or

   b) Such measures as a reasonable person would take in protecting the confidentiality of his or her own
      confidential information,

   whichever represents the higher standard, in protecting the confidentiality of the Confidential
   Material.

4. I agree that any Confidential Information that I receive can only be used for purposes outlined in Section
   2 above. Other uses can be made only after obtaining the written permission of FAST, which shall not
   be unreasonably withheld, or pursuant to a court order.

5. I agree not to remove, from Licensee's property, any Confidential Information without first obtaining
   the written permission of FAST.

6. I agree that I will not disclose any Confidential Information, directly or indirectly, to any party other
   than the Licensee without first obtaining the written permission of FAST.

7. I agree that all Confidential Information provided under the terms of this Agreement shall remain the property of FAST and shall be returned to FAST upon its request, including any and all copies I might produce.

8. Nothing herein shall be construed as giving me any license or right in connection with the Confidential Information disclosed to me.

9. My obligation to maintain information in confidence shall not extend to such portions of the information that, at the time of disclosure to me, are general knowledge in the public domain.

10. I understand that my obligation to protect the confidentiality of the Confidential Information extends beyond my involvement with the Licensee and beyond my involvement with FAST. Furthermore, my obligation to protect the confidentiality of the Confidential Information is not subject to changes in my employment status.

11. I understand that access to the Confidential Information is provided on a need-to-know basis. If, for any reason, such need no longer exists, I agree that I will return all Confidential Information to FAST, including any and all copies I may have produced.

12. I understand that Confidential Information is provided to me as-is and FAST makes no warranties with respect to Confidential Information.

13. This Agreement shall be construed and governed in accordance with the laws of the State of New Hampshire.

14. If any term of this Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Lindsey M. Stepp

Print name

Lindsey M. Stepp

Signature

_10/17/2018_

Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
PART 3 – EXHIBIT K

Warranty and Warranty Services

1. WARRANTIES

1.1 SYSTEM

The Contractor warrants that the System will operate and substantially conform to the Specifications, terms, and requirements of the Contract, RFP, and Contractor's RFP response.

1.2 SOFTWARE

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

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

   a. The correction of the Deficiency that cause Breach of the Warranty, or if the Contractor cannot substantially correct such Breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
   b. The re-performance of the deficient Services; or
   c. If the Contractor cannot substantially correct a Breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 NON-INFRINGEMENT

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") as provided by Contractor 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. Vendor is not responsible for infringements arising out of modifications made by the State.

1.4 VIRUSES; DESTRUCTIVE PROGRAMMING

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

1.5 COMPATIBILITY

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

1.6 SERVICES

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

1.7 PERSONNEL

The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.8 BREACH OF DATA

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

2. WARRANTY PERIOD

The Warranty Period shall be as follows:

Exhibit K, Section 1.1-1.2:   120 days following each of the three production rollouts (Rollout 1, Rollout 2, and Rollout 3).

Exhibit K, Section 1.3:   For as long as the State subscribes to Level 1 Maintenance.

Exhibit K, Sections 1.4-1.8:   Until the conclusion or termination of this Contract and any extensions.

3. WARRANTY SERVICES

During the Warranty Period associated with Sections 1.1, and 1.2; the Contractor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting Deficiencies; eliminating viruses or destructive programming; and replacing defective Software provided by Contractor.
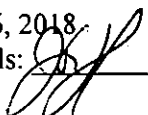
Such Warranty Services shall include, without limitation, the following:

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.   The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email or telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

d.   On-site Services within four (4) business hours of a request;

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     e.   Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;

     f.   For all Warranty Services calls, the Contractor shall ensure the following information is collected and maintained:

        1. nature of the Deficiency;
        2. current status of the Deficiency;
        3. action plans, dates, and times;
        4. expected and actual completion time;
        5. deficiency resolution information;
        6. who resolved by;
        7. identifying number, i.e., work order number; and,
        8. Who the issue was identified by.

     g.   The Vendor must work with the State to identify and troubleshoot potentially large-scale Deficiencies by collecting the following information:

        1. diagnosis of the root cause of the problem; and,
        2. identification of repeat calls or repeat Software problems.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
PART 3 – EXHIBIT M (RFP)
By Reference
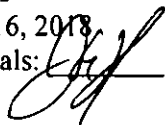
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REVENUE INFORMATION MANAGEMENT SYSTEM (RIMS)
CONTRACT 2017-101
PART 3 – EXHIBIT N (FAST Proposal)
By Reference

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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 FAST ENTERPRISES, L.L.C. is a New York Limited Liability Company registered to transact business in New Hampshire on October 11, 2018. 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: 805011

Certificate Number : 0004196447
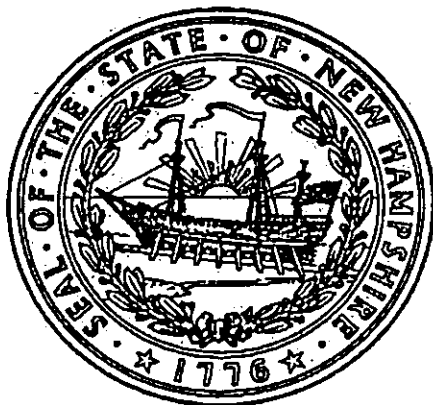
IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of October A.D. 2018.

William M. Gardner

Secretary of State

FAST
ENTERPRISES

Resolution Authorizing James Harrison

Whereas Fast Enterprises, L.L.C. is a Limited Liability Company registered in and operating under the laws of the State of New York, and

Whereas Fast Enterprises, L.L.C.'s Operating Agreement contemplates that the Company be managed by one Manager, and

Whereas Fast Enterprises, L.L.C.'s operations have grown substantially, in both size and complexity, since its organization, and

Whereas Fast Enterprises, L.L.C.'s procurement operations are generally supervised and organized by James Harrison, one of FAST's original founding members,

Whereas The State of New Hampshire has published RFP 2017-101, for a Revenue Management Information System (RIMS), to which FAST responded and is the apparently-successful bidder,

Be it therefore resolved that Martin Rankin, Manager, authorizes James Harrison to sign on behalf of FAST the contract awarded to FAST as a result of the aforementioned RFP, and

Be it further resolved that the Manager authorizes James Harrison to exercise all powers necessary to manage the negotiation and execution process related to the aforementioned contract,

This resolution is adopted effective 12 October 2018

Martin Rankin
Manager

Client#: 74   FASTENT

ACORD™   **CERTIFICATE OF LIABILITY INSURANCE**

	DATE (MM/DD/YYYY)
	10/15/2018

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

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

PRODUCER	CONTACT NAME:	
Moreton & Company - Idaho	PHONE (A/C, No, Ext): 208 321-9300	FAX (A/C, No): 208-321-0101
P.O. Box 191030	E-MAIL ADDRESS: tpeterson@moreton.com	
Boise, ID 83719		
208 321-9300 CA Lic. #0D54040	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance	19682
INSURED	INSURER B : Hartford Casualty Insurance Com	29424
Fast LP, Fast Enterprises LLC	INSURER C : Trumbull Insurance Company	27120
7229 S. Alton Way	INSURER D : AXIS INSURANCE COMPANY	37273
Centennial , CO 80112	INSURER E : Zurich American Insurance Compa	16535
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY		x	x	34UUNAQ7377	01/01/2018	01/01/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
								MED EXP (Any one person)	$10,000
								PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	$2,000,000
	X POLICY □ PRO-JECT □ LOC							PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:								$
A	AUTOMOBILE LIABILITY		x	x	34UUNAQ7377	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO							BODILY INJURY (Per person)	$
	ALL OWNED AUTOS □ SCHEDULED AUTOS							BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	$
									$
B	X UMBRELLA LIAB X OCCUR		x	x	34XHUAQ7010	01/01/2018	01/01/2019	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB □ CLAIMS-MADE							AGGREGATE	$10,000,000
	DED X RETENTION $10000								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			x	34WEID5280	01/01/2018	01/01/2019	X PER STATUTE □ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Tech E&O w/Cyber		x		MAN798696012018	01/01/2018	01/01/2019	5,000,000 Limit/25k Ded	
E	Crime				MPL0980656502	01/01/2018	01/01/2020	1,000,000 Limit/15k Ded	

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

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire, Department of Revenue Administration Lindsey Stepp, Commissioner 109 Pleasant Street Concord, NH 03302-0457	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