State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD .
Assistant Commissioner
(603)-271-3204

May 4, 2018

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract amendment with IntelliTime Systems Corporation, Santa Ana, CA, 92701 (vendor #280356), for provision of scheduling and time/attendance software as a service (SaaS), time clocks, and professional services, originally approved by Governor and Executive Council on September 13, 2017, Item 89, for a period of for ten years beginning with Governor and Council approval through June 30, 2027, with the option to renew for two additional terms of five years each subject to Governor and Council approval, by deleting in its entirety Exhibit P, Time Clock and Support Pricing, and substitute a replacement Exhibit P with reduced pricing and adding an additional, lower cost, type of time clock. All terms and conditions shall remain the same. Effective upon Governor and Council approval through June 30, 2027.

Funding for time clock hardware, software, and annual licenses and support fees shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

Funding for the professional service fee for set up of time clocks purchased during the initial implementation of the new scheduling and timekeeping system (in FY 2018-2019) shall be provided by the FY 2018-2019 capital budget; $2,000,000 was allocated for ERP Scheduling and Attendance Software (account # 01-14-14-15660000-034-500162). Funding for the professional service fee per clock purchased after FY 2019 shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request makes available a second, less expensive model of time clock (G-1 model) for agencies that don't require the full functionality of the G-2 model clock currently available. This request also reduces the cost per clock for the G-2 time clock model included previously. Based on the total estimated number of time clocks anticipated to be purchased by the state,

the Department of Administrative Services negotiated a reduction in the per clock hardware and software pricing. This request also specifies the per clock cost for Professional Services for support of installation and initial set up of each clock and adds optional items that may be needed (e.g., optional battery backup, replacement parts).

Under the Amendment, the total 10-year cost per unit for the G-2 clock, which was included under the original contract Exhibit P, is $810 less for the biometric-reader clock and $940 less for the proximity-reader clock. The total 10-year cost per unit for the less expensive G-1 clock being included with this Amendment is $2,105 less for the biometric-reader clock and $1,910 less for the proximity-reader clock.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with IntelliTime Systems Corporation.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

FIRST AMENDMENT TO THE CONTRACT
BETWEEN INTELLITIME SYSTEMS CORPORATION
AND
.THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ENTERPRISE SCHEDULING SOFTWARE CONTRACT SERVICES
CONTRACT # 8002188

This First Amendment (hereinafter referred to as the "Amendment"), dated this __3rd__ day of May, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and IntelliTime Systems Corporation (hereinafter referred to as "the Contractor") for Enterprise Scheduling Software Contract Services.

WHEREAS, pursuant to an agreement effective September 13, 2017 set to expire June 30, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Enterprise Scheduling Software Contract Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Exhibit P, Time Clock and Support Pricing, and substitute the following Exhibit P:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
ENTERPRISE SCHEDULING SOFTWARE
SAAS CONTRACT 8002188
PART 3 - EXHIBIT P, VERSION 2
TIME CLOCKS AND SUPPORT PRICING

The Contractor shall provide two types of clocks, Genus I (G-1) and/or Genus II (G-2) Time Clock with 320 x 240 backlit display and either a biometric reader or iClass proximity reader, hardware necessary for installation, interface software license, and configuration to interface with the State's scheduling and time/attendance software, to any entity of the State through separate purchase order. The Genus I (G-1) clock captures time in/out data only. The Genus II (G-2) time clocks allow employees to clock in/out, change job codes, request leave, view their schedule, and more. Time clocks will be interfaced to the IntelliTime time/attendance and scheduling application and automatically update these software systems with employee punch data.

Any entity of the State that desires to utilize time clocks in conjunction with the State Enterprise Time/Attendance and Scheduling software, shall coordinate with the Department of Administrative Services and work directly with the Contractor to determine the type and quantity of time clocks necessary for their setting. Additionally, the installation, configuration/system integration, training and deployment of time clocks for each state entity shall be defined through Change Orders and accepted by the State·and shall be coordinated with the implementation of the State's scheduling and time/attendance software at the

Contractor Initials: ___
Date:___5/3/18

specific agency and location. The purchase order and Change Order for time clocks shall articulate a scope of work, including timing and coordination of professional services required to configure and integrate time clocks with the State's scheduling and time/attendance software.

The basic clock hardware pricing includes provision of the specific time clock, inclusive of delivery charges, as well as a mounting bracket and universal power supply (transformer). Other optional hardware items, including a backup battery, replacement mounting bracket or transformer, power-over-ethernet injector, or power-over-ethernet splitter, are available if required by the agency.

In addition, each clock requires the purchase of a clock interface software license and a fee of $310/clock for professional services for initial programming of the clock and clock interface, and support in establishing and testing the connection of the clock to the State's scheduling and time/attendance software through the state's network. On a case-by-case basis, the $310/clock fee for professional services may be covered as part of system configuration under this Agreement or as an Enhancement through a Change Order during the initial system implementation period. Initial training of agency administrators and staff on the use of timeclocks is included in the training to be provided under this Agreement.

Annual support and maintenance fees for each time clock and interface, and optional items, if selected, will be charged directly to the agency purchasing the time clock(s) with an annual renewal date of October 1. Annual support and maintenance fees will not be charged until the clock is 'live' and in use with the functioning time/attendance and scheduling application for that agency.

Contractor Initials: ___
Date: 5/3/18

Table P-1   IntelliTime G-1 Time Clock with 320 x 240 Backlit Display and Support Pricing Worksheet

Type	Initial Per Unit Cost	Per Unit Annual Maintenance and Support Cost Per Year										TOTAL COST PER UNIT
		SFY 18	SFY 19	SFY 20	SFY 21	SFY 22	SFY 23	SFY 24	SFY 25	SFY 26	SFY 27	
G-1 Clock with Biometric Reader (Part G1-BIO), Universal Power Supply, Wall Mount, and Interface Application (Part 6000)	$1,624	$0	$309	$309	$309	$309	$309	$309	$309	$309	$309	$4,405
G-1 Clock with Proximity Reader (Part G2-iClass), Universal Power Supply, Wall Mount, and Interface Application (Part 6000)	$1,494	$0	$294	$294	$294	$294	$294	$294	$294	$294	$294	$4,140

Contractor Initials: _____
Date: 5/3/18

Table P-2   IntelliTime G-2 Time Clock with 320 x 240 Backlit Display and Support Pricing Worksheet

Type	Initial Per Unit Cost	Per Unit Annual Maintenance and Support Cost Per Year										TOTAL COST PER UNIT
		SFY 18	SFY 19	SFY 20	SFY 21	SFY 22	SFY 23	SFY 24	SFY 25	SFY 26	SFY 27	
G-2 Clock with Biometric Reader (Part G2-BIO), Universal Power Supply, Wall Mount, and Interface Application (Part 8000)	$2,559	$0	$349	$349	$349	$349	$349	$349	$349	$349	$349	$5,700
G-2 Clock with Proximity Reader (Part G2-iClass), Universal Power Supply, Wall Mount, and Interface Application (Part 8000)	$2,094	$0	$334	$334	$334	$334	$334	$334	$334	$334	$334	$5,100

Contractor Initials: _____
Date: 5/3/18

Table P-3   IntelliTime Optional and Replacement Time Clock Items Worksheet

Type	Initial Per Unit Cost	OPTIONAL Per Unit Annual Maintenance/Replacement Support Cost Per Year										TOTAL COST PER UNIT (with optional support)
		SFY 18	SFY 19	SFY 20	SFY 21	SFY 22	SFY 23	SFY 24	SFY 25	SFY 26	SFY 27	
Universal Power Supply (Transformer) G-1 (Part G1-Power) G-2 (Part G2-Power)	$36	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$36
G-1 Clock Wall Mount (Part G1-Mount)	$36	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$36
G-1 UPS Battery (Part G1-UPS)	$106	$0	$25	$25	$25	$25	$25	$25	$25	$25	$25	$331
G-2 Clock Wall Mount (Part G2-Mount)	$42	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$42
G-2 UPS Battery (Part G2-UPS)	$128	$0	$30	$30	$30	$30	$30	$30	$30	$30	$30	$398
Power-Over-Ethernet Injector (Part POE-Injector)	$136	$0	$13	$13	$13	$13	$13	$13	$13	$13	$13	$253
Power-Over-Ethernet Splitter (Part POE-Splitter)	$102	$0	$10	$10	$10	$10	$10	$10	$10	$10	$10	$192

Contractor Initials: ___
Date: 5/3/18

Table P-4   IntelliTime Professional Services Fee for Clock Set Up

ITEM	TOTAL COST PER UNIT
G-1/G-2 Professional Services Fee Per Clock	$310

2. All other provisions of the Agreement, approved by the Governor and Executive Council on September 13, 2017, shall remain in full force and effect.

Contractor Initials: _____
Date: _____

INTELLITIME SYSTEMS CORPORATION

By: _____

_____Dennis Peters_____
(Print Name)

Title: __President__

Date: __5/3/2018__

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the __3rd__ day of __May__, __2018__,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

_____Dennis Peters_____

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

_____
(Notary Public/Justice of the Peace)

My commission expires:

RUTH J. KIMBALL, Notary Public
State of New Hampshire
My Commission Expires March 25, 2020

STATE OF NEW HAMPSHIRE

By: _____

_____Charles M. Arlinghaus_____
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: __5-9-18__

OFFICE OF THE ATTORNEY GENERAL

By: _____Emily C. Goering_____

_____Emily C. Goering_____
(Print Name)

Title: __Attorney__

Date: __5/15/2018__

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)
Title: _____

Contractor Initials: _____
Date: __5/3/18__

IntelliTime Systems Corporation

Secretary's Certificate

I Dennis Peters, Secretary of IntelliTime Systems Corporation, a company organized and existing under the laws of the State of California do hereby certify as follows:

The President and Secretary is duly authorized to execute and deliver contracts and other instruments on behalf of IntelliTime Systems Corporation, as he deems necessary or desirable subject, at all times, to the applicable policies of IntelliTime Systems Corporation and other limitations on its officers' authority.

The following person is a duly elected, qualified, and acting President and Secretary. He is now serving in such capacity, and his signature as set forth below is genuine.

Name   Signature

Dennis Peters, President and Secretary
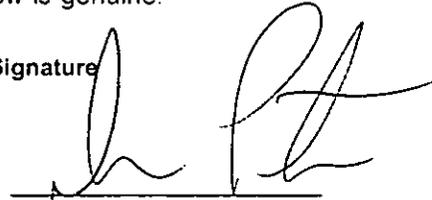
IN WITNESS WHEREOF, I have signed this Secretary's Certificate on May 3, 2018 at Merrimack County, NH.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certification is attached, and not the truthfulness, accuracy, or validity of that document.

Dennis Peters personally appeared and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity.

I certify UNDER PENALTY OF PERJURY, under the laws of the State of New Hampshire that the foregoing paragraph is true and correct. Witness my hand and official seal.

This instrument was acknowledged before me on May 3, 2018, _Ruth J Kimball_, Notary Public.
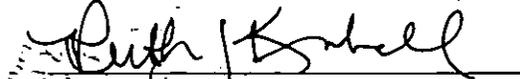
_____
, Notary Signature

RUTH J. KIMBALL, Notary Public
State of New Hampshire
My Commission Expires March 25, 2020
Expiration Date Stamp

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 INTELLITIME SYSTEMS CORPORATION is a California Profit Corporation registered to transact business in New Hampshire on July 27, 2017. 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: 775740

Certificate Number : 0004092078

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of May A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

TVM	DATE (MM/DD/YYYY)
R032	5/1/2018

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

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

PRODUCER	CONTACT NAME:	
BB&T INS SVCS OF CA INC/PHS/ORANGE	PHONE (A/C, No, Ext) (866) 467-8730	FAX (A/C, No) (888) 443-6112
180672 P:(866) 467-8730 F:(888) 443-6112	E-MAIL ADDRESS:	
PO BOX 33015	INSURER(S) AFFORDING COVERAGE	NAIC#
SAN ANTONIO TX 78265	INSURER A: Sentinel Ins Co LTD	11000

INSURED		
	INSURER B: Hartford Accident & Indemnity Co	22357
	INSURER C:	
INTELLITIME SYSTEMS CORPORATION	INSURER D:	
1118 E 17TH ST	INSURER E:	
SANTA ANA CA 92701	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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X General Liab	X	X	72 SBA UV3100	05/29/2018	05/29/2019	MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [ ] PRO-JECT [ ] [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			72 SBA UV3100	05/29/2018	05/29/2019	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$3,000,000
	EXCESS LIAB [ ] CLAIMS-MADE			72 SBA UV3100	05/29/2018	05/29/2019	AGGREGATE	$3,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72 WEC DI8545	01/01/2018	01/01/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Technology E&O			72 SBA UV3100	05/29/2018	05/29/2019	$2,000,000/2,000,000	

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

Those usual to the Insured's Operations. Please see Additional Remarks Schedule Acord Form 101 attached.

CERTIFICATE HOLDER	CANCELLATION
Carolyn Russell State of New Hampshire NH Department of Administrative Service 25 CAPITOL ST CONCORD, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Susan L. Castaneda*

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

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
BB&T INS SVCS OF CA INC/PHS/ORANGE		INTELLITIME SYSTEMS CORPORATION
POLICY NUMBER		1118 E 17TH ST
SEE ACORD 25		SANTA ANA CA 92701
CARRIER	**NAIC CODE**	**EFFECTIVE DATE:** SEE ACORD 25
SEE ACORD 25		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.

CERTIFICATE OF LIABILITY INSURANCE

BHE
R045

DATE (MM/DD/YYYY)
7/26/2017

THIS CERTIFICATEIS 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.

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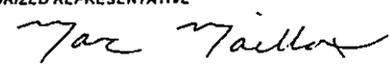| PRODUCER	CONTACT NAME:		
BB&T INS SVCS OF CA INC/PHS/ORANGE	PHONE (A/C, No, Ext). (866) 467-8730		FAX (A/C, No) (888) 443-6112
180672 P:(866) 467-8730 F:(888) 443-6112	E-MAIL ADDRESS:		
PO BOX 33015	INSURER(S) AFFORDING COVERAGE		NAIC#
SAN ANTONIO TX 78265	INSURER A: Sentinel Ins Co LTD		11000
INSURED	INSURER B: Hartford Accident & Indemnity Co		22357
	INSURER C:		
INTELLITIME SYSTEMS CORPORATION	INSURER D:		
1118 E 17TH ST	INSURER E:		
SANTA ANA CA 92701	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab	X	X	72 SBA UV3100	05/29/2017	05/29/2018	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] [X] LOC OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			72 SBA UV3100	05/29/2017	05/29/2018	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] [X] RETENTION $ 10,000			72 SBA UV3100	05/29/2017	05/29/2018	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72 WEC DI8545	01/01/2017	01/01/2018	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Technology E&O			72 SBA UV3100	05/29/2017	05/29/2018	$2,000,000/$2,000,000	

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

Those usual to the Insured's Operations. Please see Additional Remarks Schedule Acord Form 101 attached.

CERTIFICATE HOLDER	CANCELLATION
Alexander Stone State of New Hampshire NH Department of Administrative Service 25 CAPITOL ST CONCORD, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *[signature]*

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
BB&T INS SVCS OF CA INC/PHS/ORANGE		INTELLITIME SYSTEMS CORPORATION

POLICY NUMBER		
SEE ACORD 25		1118 E 17TH ST

CARRIER	NAIC CODE	SANTA ANA CA 92701
SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25   FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

August 23, 2017

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with IntelliTime Systems Corporation, Santa Ana, CA, 92701, (vendor #280356), for provision of scheduling and time/attendance software as a service (SaaS), timeclocks, and professional services in an amount not to exceed $10,250,000.00. The term shall be for ten years beginning with Governor and Council approval and ending on June 30, 2027, with the option to renew for two additional terms of five years each subject to Governor and Council approval.

IntelliTime Systems Corporation Funding is available as follows:

Enterprise Resource Planning (ERP) Scheduling and Attendance Software Base Contract (100% Capital Funds) 01-14-14-140030-15660000-034-500162 ,	$1,835,039
Implementation Software Enhancements, (estimate) (100% Capital Funds) 01-14-14-140030-15660000-034-500162	164,961
Base Statewide ERP System Annual Support and Enhancement Services, (estimate)	5,276,312 800,000
Agency-specific Timeclocks/Software/ Enhancements (estimate)	2,173,688
Contract Total	**$10,250,000**

Funding for annual software licenses, support, in the amount of $5,276,312, and for statewide enhancement services, in the amount $800,000, for FY 2020-2027 shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested service for the state's Enterprise

Resource Planning (ERP) system, NHFIRST, of which this software will be an integrated component.

Funding for the purchase of timeclocks, integration of timeclocks with the software and NHFIRST, and agency-specific enhancements to the software for FY 2018-2027, in the amount of $2,173,688, shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested service.

EXPLANATION

On November 14, 2016, the Department of Administrative Services issued RFP #2017-020 for Enterprise Scheduling Software. This RFP was developed in close coordination with the NH Department of Information Technology, the NH Department of Corrections, and the NH Department of Safety, and also incorporated input from several other state agencies currently operating on a 24/7 and/or shift basis, including NH Department of Health and Human Services, NH Department of Transportation, and NH Department of Resources and Economic Development (now the NH Department of Natural and Cultural Resources).

On January 13, 2017, two compliant responses were received. The proposals were evaluated by a multi-agency review team on the basis of the vendor's technical qualifications and cost. IntelliTime Systems Corporation was the highest scoring vendor, as well as the lowest cost for the requested services. IntelliTime Systems Corporation works exclusively with public sector and public safety entities, with demonstrated success in implementing their software solution to efficiently and accurately manage scheduling and payroll under complex civil service work rules and cost accounting restrictions.

IntelliTime Systems Corporation will provide a web-based, robust, and flexible scheduling and time/attendance tracking and management tool that will enable agencies to efficiently schedule and maintain adequate staff across various work areas, including those operating on a 24 hr/7 day per week basis, and track and report on time and attendance. This system will provide new, integrated scheduling capabilities linked to time reporting and payroll through NHFIRST. At full implementation, this new software system will replace the existing time management module within NHFIRST, providing for a single enterprise-wide approach to scheduling and time management for state government. Full implementation is expected to be complete in early SFY 2020.

IntelliTime Systems Corporation will provide timeclocks, integrated with the scheduling and time/attendance system, for those agencies wishing to utilize timeclocks to track and report staff time and attendance.

The initial implementation of the new scheduling and time/attendance management software for all state agencies is budgeted at $1,835,039. The on-going cost for annual licenses and support, off-site hosting and system management are $659,539 per year, serving all state agencies, with approximately 13,000 state employees utilizing the system for time

management and approximately 5,100 employees for scheduling. The total base cost is $7,111,351 over the 10 year term.

The balance of the contract, $3,138,649, is allocated to two purposes over the 10 year term:

(1) Purchase of timeclocks by individual agencies, including integration/interfacing of the timeclocks to the software system to automatically populate timecards from time clock entries; and

(2) Enhancement projects to address future needs, such as creation of additional interfaces to link with other state systems; development of additional standard reports to improve management oversight or comply with new federal/state reporting requirements; or programming to provide new functionality to comply with modifications to the State's collective bargaining agreements.

Based on the foregoing, I am respectfully recommending approval of the contract with IntelliTime Systems Corporation.

Respectfully Submitted,

Charles M. Arlinghaus
Commissioner

Denis Goulet
Commissioner

August 24, 2017

Charles M. Arlinghaus, Commissioner
Department of Administrative Service
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services request to enter into a contract with IntelliTime Systems Corporation as described below and referenced as DoIT No. 2017-020. This project is a result of RFP #2017-020.

This contract will provide a web-based, robust, and flexible scheduling and time/attendance tracking and management tool that will enable agencies to efficiently schedule and maintain adequate staff across various work areas, including those operating on a 24 hr. /7 day per week basis. This system will provide new, integrated scheduling capabilities linked to time reporting and payroll through NHFIRST. At full implementation, this new software system will replace the existing time management module within NHFIRST, providing a single, enterprise-wide, integrated approach to scheduling and time management for state government.

The contract is not to exceed $10,250,000 in total for the term of the contract. The term shall be for ten years beginning with Governor and Council approval and ending on June 30, 2027, with two optional additional terms of five years each at the sole option of the state.

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

Sincerely,

Denis Goulet
Commissioner

DG/mh
2017-020
Cc: . Carolyn Russell, DAS

## 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 Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name IntelliTime Systems Corporation		1.4 Contractor Address 1118 E. 17th Street, Santa Ana, CA 92701	
1.5 Contractor Phone Number (714) 440-3020	1.6 Account Number 01-14-14-15660000-034-500162	1.7 Completion Date June 30, 2027	1.8 Price Limitation $10,250,000
1.9 Contracting Officer for State Agency Alexander Stone		1.10 State Agency Telephone Number (603) 271-1500	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Dennis Peters, President and CEO	
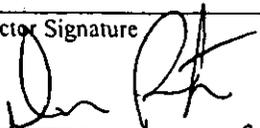
1.13 Acknowledgement: State of *CALIFORNIA* County of *ORANGE*

On *18 AUGUST 2017* before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]	DEBORAH A. DANIEL COMM. #2078205 Notary Public - California Orange County My Comm. Expires Sep. 13, 2018
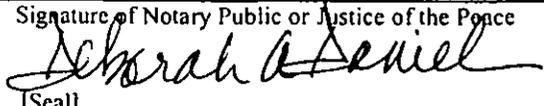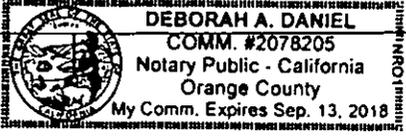
1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 5/23/17	1.15 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner DAS

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

By: *Carol B King, Deputy* Director, On: *August 23, 2017*

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*
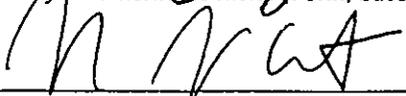
By: On: *Aug 28, 2017*

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

By: **DEPUTY SECRETARY OF STATE** SEP 1 3 2017

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

Contractor Initials _____

Date _____

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 _AV_

Date _3/18_

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.

Contractor Initials _AW_
Date _5/15_

Part 2 - Table of Contents

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	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.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
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 Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *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 General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or

	unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and 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 fully operational for processing

	the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	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 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been

	loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
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 account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional

	requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract,

	any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Administrative Services 25 Capital 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 Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	For SaaS applications means all data created 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 Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or

	specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ 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
Walk Through.	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Administrative Services ("State"), and IntelliTime Systems Corporation, a California Corporation, ("Contractor"), having its principal place of business at 1118 E. 17th Street, Santa Ana, CA 92701.

The State of New Hampshire, acting through the Department of Administrative Services (DAS), is procuring a software system for use by various state agencies to schedule, monitor and change various rotating duty shifts throughout any given pay period, track time worked, and integrate with the state's existing time management, human resource, and payroll software (Infor). This system will identify and track schedule changes and also allow the restriction of minimum manpower requirements as identified by management. The system will be capable of scheduling, monitoring and reporting required financial and man-hour data on regular work and also for requested overtime details and assignments.

RECITALS

Whereas the State desires to have the Contractor provide a web-based, flexible, robust, and user-friendly scheduling and timekeeping software system as software-as-a-service (SAAS), timeclocks, and associated Services for the State;

Whereas the Contractor wishes to provide IntelliTime's SQL Server 2016 Business Intelligence Edition Database and Enterprise Application License; Virtual Time Interface (VTI) and User Licenses, including IntelliTime SmartPunch Mobile Punch App; VTI 24x7 Dynamic Shift Scheduling Module; Mobile Crew Sheet Module; Genus II Time Clocks; and Interactive Voice Response (IVR) Phone Server.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (8002188) 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- Maintenance and Support Services
- Exhibit H- Requirements
- Exhibit I- Work Plan

Exhibit J- Software Agreement
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Vendor Proposal, by reference
Exhibit O- Certificates
Exhibit P- Time Clocks and Support Pricing
Exhibit Q- Enhancement Projects and Pricing
Exhibit R- Contractor Three Phase Combined Pricing
Exhibit S- Final Cost and Deliverable Pricing Spreadsheet
Exhibit T- Contractor Organizational Chart
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 Administrative Services, Contract Agreement 8002188, including Parts 1, 2, and 3.
b. State of New Hampshire, Department of Administrative Services, RFP 2017-020.
c. Vendor Proposal Response to RFP 2017-020, dated January 13, 2017.

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through June 30, 2027. The Term may be extended for two additional terms up to 5 years each ("Extended Term") 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, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of the P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule.*

3.2   NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Contract. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

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

4.1   THE CONTRACTOR'S CONTRACT MANAGER

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

Dennis Peters
President and CEO
IntelliTime Systems Corporation
1118 E. 17th Street
Santa Ana, CA 92701
Tel: 714-444-3020
Email: dpeters@intellitime.com

4.2   THE CONTRACTOR'S PROJECT MANAGER

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

4.2.2   The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project

Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3   The Contractor shall provide a backup for the Contractor's Project Manager, agreeable to the State, for vacations, sick days, and/or other periods when the primary Contractor's Project Manager is unavailable.

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

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

4.2.6   CONTRACTOR Project Manager is:
          Dennis Peters
          President and CEO
          IntelliTime Systems Corporation
          1118 E. 17th Street
          Santa Ana, CA 92701
          Tel: 714-444-3020
          Email: dpeters@intellitime.com

4.3 CONTRACTOR KEY PROJECT STAFF

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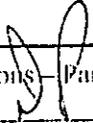
System Requirements and Deliverables-Vendor Response Checklist. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any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

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

4.3.3 The Contractor shall provide a backup for the Contractor's Key Project Staff, agreeable to the State, for vacations, sick days, and/or other periods when the primary Contractor's Key Project Staff are unavailable.

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

4.3.4.1 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
Edgar Valenzuela	Vice President of Engineering
Christy Hunzeker	Customer Support Manager
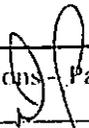
4.4 STATE CONTRACT MANAGER

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:

> Alexander Stone
> Director, Financial Data Management
> NH Department of Administrative Services
> 25 Capital Street
> Concord, NH 03301
> Tel: 603-271-1500
> Fax: 603-271-3621
> Email: alexander.stone@nh.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

> Carolyn Russell
> Project Management Administrator
> NH Department of Administrative Services
> Tel: 603-271-8157
> Fax: 603-271-6600
> Email: carolyn.russell@nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and the Contractor Key Project Staff. The State shall maintain the

confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement.

The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

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

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

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

The Contractor shall provide the following software:

IntelliTime SQL Server 2016 Business Intelligence Edition Database Enterprise Application including the following:

24x7 Dynamic Shift Scheduling Module (DS) – An IntelliTime system module with highly configurable advanced scheduling capabilities that interoperates seamlessly with the IntelliTime Virtual Timecard Interface, copying scheduled hours to employee timecards in real time. The module also features flexible hiring lists that can automatically hire qualified, available employees in a user-definable hierarchy to fill vacancies, as well as extensive support for user notifications, special events and more.

Mobile Crew Sheet – A system module provided with the IntelliTime solution free of licensing fees that offers mobile online management of work orders, work crews, equipment and materials. The Mobile Crew Sheet interoperates seamlessly with IntelliTime to populate employees' timesheets with the correct cost accounting and labor tracking, and also interfaces with popular ERP and asset management solution for maximum cost reporting.

Interactive Voice Response (IVR) Phone Server – The Interactive Voice Response server works with the IntelliTime solution to provide advanced telephone timekeeping, with the ability to receive employee punches, leave requests, etc. over touch-tone phone. The system can also notify employees of available shifts, overtime offerings and more.

Virtual Timecard Interface (VTI) – The IntelliTime Virtual Timecard Interface is IntelliTime's fully-featured Public Sector timekeeping system, managing employee time entry, leave requests, overtime requests, and more with the ability to manage complex cost accounting. The system is driven by a configurable and highly flexible rules engine allowing timekeeping and scheduling to be conducted while automatically incorporating the rules of multiple bargaining agreements, scheduling rules, grant reporting rules, State and agency business rules, etc. VTI interoperates seamlessly with the IntelliTime

24x7 Dynamic Shift Scheduling module from the same user interface, in the same database. Includes IntelliTime's SmartPunch Mobile Punch App that allows users to punch in and out, and change Pay Codes, from Android and Apple smartphones.

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

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

8. WORK PLAN DELIVERABLE

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

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

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

Unless otherwise agreed in writing by the State, changes to the Contract 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.

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

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

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

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Changes or revisions originated by the State shall be approved by the Department of Administrative Services and 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 Department of Administrative Services, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractor's special utilities. The Contractor shall license back to the State, at no additional charge beyond that specified under Contract, the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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

10.2 STATE'S DATA AND PROPERTY

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

10.3 CONTRACTOR'S MATERIALS

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and

petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information excluding pricing, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

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

10.5 CUSTOM SOFTWARE SOURCE CODE

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

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

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

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

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

11.3   CONTRACTOR CONFIDENTIAL INFORMATION

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

11.4   SURVIVAL

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

12. LIMITATION OF LIABILITY

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

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

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

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

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

13. TERMINATION
This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT
Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default")
    a. Failure to perform the Services satisfactorily or on schedule;
    b. Failure to submit any report required; and/or
    c. Failure to perform any other covenant, term or condition of the Contract

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

        a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the

Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

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

c. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default;

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

e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2 TERMINATION FOR CONVENIENCE

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

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4 TERMINATION PROCEDURE

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

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

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

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

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

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

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

1. In the event of termination of any services or the Contract in its entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:

    • 10 days after the effective date of termination, if the termination is in accordance with the Contract period

    • 30 days after the effective date of termination, if the termination is for convenience

    • 60 days after the effective date of termination, if the termination is for cause

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

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

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

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

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

14. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or of 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, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	IntelliTime	STATE	CUMULATIVE ALLOTTED TIME
Primary	Dennis Peters President and CEO	Carolyn Russell State Project Manager	5 Business Days
First	Dennis Peters President and CEO	Alexander Stone Director	10 Business Days
Second	Dennis Peters President and CEO	Charles Arlinghaus Commissioner	15 Business Days

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

17. SAAS GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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

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

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

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

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software

strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

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

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

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

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

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

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

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

Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

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

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

17.10 NOTICES

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

TO THE CONTRACTOR:	TO STATE:
DENNIS PETERS	ALEXANDER STONE
PRESIDENT AND CEO	STATE OF NEW HAMPSHIRE
INTELLITIME SYSTEMS	DEPARTMENT OF
CORPORATION	ADMINISTRATIVE SERVICES
1118 E. 17TH STREET	25 CAPITAL STREET
SANTA ANA, CA 92701	CONCORD, NH 03301
TEL: 714-444-3020	TEL: (603) 271-3201

17.11 DATA PROTECTION

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

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

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

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

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

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

17.12. DATA LOCATION

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

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

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

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

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

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

17.14. BREACH RESPONSIBILITIES

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

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

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

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

17.15. NOTIFICATION OF LEGAL REQUESTS

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

17.16. ACCESS TO SECURITY LOGS AND REPORTS

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

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT

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

17.19. ADVANCE NOTICE

The Contractor shall give advance notice of at least 30 days to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY

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

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

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

17.22. IMPORT AND EXPORT OF DATA

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

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

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

17.24. RIGHT TO REMOVE INDIVIDUALS

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

18. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

The Contractor and State agree that the terms of this Contract may be extended to other public agencies located in the State of New Hampshire as provided for in NH RSA 21-I:17, I. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. The State is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless State from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. The State makes no guarantee of usage by other users of this Contract nor shall the State incur any financial responsibility in connection with any contracts entered into by another government agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

STATE OF NEW HAMPSHIRE
DEPARTMENT of ADMINISTRATIVE SERVICES
ENTERPRISE SCHEDULING SOFTWARE
SAAS CONTRACT 8002188
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

a. Problem Statement

The State requires a web-based, flexible, robust and user-friendly scheduling and time/absence tracking/management tool that will allow agencies to adequately staff various work areas including those operating on a 24 hr. seven days per week basis; efficiently track time and attendance; and provide reporting on schedules/time worked. The system must be adaptable to meet the varied needs across all areas of state government. The system must be capable of providing a mechanism for the establishment of minimum staffing, real time coverage of vacant shifts, automatic notification of available shifts based on skill sets, and up to the minute reporting on staffing of all shifts to various levels of management. It is expected that the system include time clocks when required by an agency and utilize automated telephone messaging that is functional with Voice Over Internet Protocol (VOIP).

b. New Hampshire's Goals and Objectives:

- Efficiency and effectiveness in managing staff schedules and time/absence tracking
- Quality, consistency, and accessibility of information available to State managers
- Eliminate redundant data and systems
- Automation for areas where there is currently little automation
- Schedule, monitor and change various rotating duty shifts throughout any given pay period, synchronized to NHFIRST Time Management, Financial, HR/Payroll ERP.
- Identify and track schedule changes
- Allow the enforcement of minimum manpower requirements as identified by management
- Provide for timely reporting of productivity measures and staffing levels for management and compliance reporting
- Support reporting on staffing levels for accreditation reviews and inspections
- Scheduling, monitoring and reporting of required financial and man-hour data on requested overtime details
- Allow multiple methods of time entry and schedule access, including time clocks and web access
- Ensure all systems meet DoIT data access and application security standards
- Ensure scheduling is in line with Fair Labor Standards Act and State Collective Bargaining Agreements

c. Project Overview

The general scope of the project is to provide a web-based, flexible, robust and user-friendly scheduling and time/absence management tool as software as a service (SaaS) as well as time clocks, when required, available for any and all state government entities. The Contractor shall install, manage and control the hosting environment through a third-party hosting entity approved by the State.

STATE OF NEW HAMPSHIRE
DEPARTMENT of ADMINISTRATIVE SERVICES
ENTERPRISE SCHEDULING SOFTWARE
SAAS CONTRACT 8002188
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

It is anticipated that the scheduling software component will be utilized by various state agencies with 24/7 operations, including Department of Safety, Division of State Police and E911 Center(s), Department of Corrections, sections within NH Department of Transportation, New Hampshire Hospital, Sununu Youth Services Center (SYSC), NH Veterans Home, and Glencliff Home, and possibly others with complex scheduling/timekeeping needs, such as state liquor stores, NH Department of Natural and Cultural Resources, and NH Department of Health and Human Services' Division of Children, Youth, and Families. These agencies, as well as potentially others currently utilizing Time Management through NHFIRST or some other time/absence tracking system, are expected to utilize the time/absence management functions.

The system shall be adaptable to the needs of our varied state agencies and provide the means to extract various data needed to support management. The system shall be capable of reflecting the associated varied Collective Bargaining Agreements and federal guidelines (Fair Labor Standards Act) including Garcia rules as well as traditional work schedules. It is expected that the system utilize automated telephone messaging that is functional with Voice Over Internet Protocol (VOIP).

The scheduling solution shall provide a fully integrated system for staff and time management connecting time clocks, the scheduling system, the time/absence management system, and the state's existing human resource, financial, and payroll software (Infor).

d. Statement of Work

Contractor shall provide an automated scheduling and time/absence management system for a variety of public organizations, including those that operate on a 24 hour seven day a week staffing:

- Provide and configure enterprise licensed software with functions to manage scheduling and time/absence tracking for varied types of operations and under varied sets of business rules and requirements; manage regular and overtime shifts; facilitate phone and email notifications and adjustments to fill staffing shortages; manage absence and leave requests, approvals, and balances for staff; track additional information associated with specific work assignments, provide reporting of staffing and performance metrics, and track, report, and invoice (optional) for cost-recovery of contracted overtime details by NH State Police, as detailed in the Requirements.

- Implement integration/interfaces and testing to connect the scheduling and time/absence management software to NH's existing data systems, including those used for human resource management, payroll, financial/budget management, and tracking asset use.

- Implement configuration, convert/upload required data, and conduct testing for the NH Department of Safety-Division of State Police and E-911 and the NH Department of Corrections.

- Implement configuration, convert/upload required data, and conduct testing for additional unique agencies or sub-units within agencies requiring scheduling software support.

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- Implement configuration, convert/upload required data, and conduct testing for remaining state entities to utilize IntelliTime's time/absence management software.
- Provide, install, configure, and interface time clocks with the scheduling/time management software for agencies choosing to utilize clocks.
- Train designated technical staff on time clocks, software installation, configuration, administration and data management.
- Train staff and managers utilizing time clocks and/or scheduling/time management software within agencies.
- Provide technical support and maintenance to maintain a fully-functional system throughout the Contract term.

e. General Project Assumptions

1. The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda based on the defined acceptance criteria for the Deliverable for review and prior approval by the State. Acceptance criteria, to be defined for each Deliverable early in project implementation, will provide specifics regarding each Deliverable including content requirements, performance conditions, or other measurable factors that must be satisfied for the State to accept the Deliverable.

3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C, Table C-2 of the Request for Proposal. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data. This shall include, but not be limited to, all event logs being available to the State via a secure FTP site to be imported into the State's monitoring tools as well as provision, on an annual basis, of a copy of the hosting providers' SSAE 16 SOC 1 & SOC 2 reports.

4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all

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Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

5. The Contractor and State shall pursue a phased approach to implementation of the project:

A. Phase 1: Implementation of scheduling and time/absence management software at the enterprise level, discovery and refinement of business needs for all state agencies (for all 3 project phases), interface design and implementation, system configuration and rules, data conversion/uploads (if applicable), and testing. Phase 1 implementation will be coordinated with the State's upgrade to Infor 10, currently scheduled for November 9, 2017. Initial rollout under Phase 1, including on-site training, will involve 14 locations within the Department of Corrections and the Department of Safety. All staff will transition to the new time/absence management module (approximately 2,400 staff) to provide for a single time management strategy for the agency; a subset of staff from both agencies will also utilize the scheduling module (approximately 1,500 staff, including State Police and E-911, and most staff at DOC). (Year 1)

B. Phase 2a: Additional configuration, integration, data conversion/uploads (if applicable), testing and training to rollout the software to the NH Department of Health and Human Services, including various sub-units and at multiple locations, including NH Hospital, Glencliff Home, and the Sununu Youth Services Center (SYSC). Approximately 1/2 of DHHS staff (approximately 1,375) are expected to utilize the scheduling module; all DHHS staff currently utilizing time management in NHFIRST (approximately 2,875) will be brought over to the new time/absence management module. (Year 2)

C. Phase 2b: Additional configuration, integration, data conversion/uploads (if applicable), testing and training to implement the new scheduling and time/absence management modules for additional state entities. Phase 2b is expected to involve at least 3 additional state agencies, Department of Natural and Cultural Resources, NH Veteran's Home, and NH Liquor Commission, representing approximately 3,100 employees, approximately 2,000 of whom may utilize the scheduling module. The exact timing for implementation of each agency will be determined based on need and status of existing software systems currently in place. At the State's option, Phase 2b may be extended as needed to support transition of agencies with existing scheduling software and/or time clock systems to the new state enterprise scheduling/time management system when it is cost-effective to do so. (Year 2+)

D. Phase 3 (at State's Option): Additional configuration, integration, data conversion/uploads (if applicable), testing and training to transition additional State entities and staff/sub-units within agencies. The majority of agencies and users in Phase 3 will only require IntelliTime's time/absence management module. Under Phase 3, the NH Department of Transportation may implement the scheduling module as a stand-alone system or interfaced with their MATS system; if additional interfaces are required that work will be addressed through the Enhancement/Change Order process described below. (Year 2+)

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6. The provision, installation, configuration, and training for the use of time clocks as part of the scheduling/time management system, for those agencies wishing to purchase and utilize time clocks under this Contract, shall be secured for individual State agencies under separate purchase order under this Contract (See Exhibit P) and coordinated with the implementation of the software system and roll-out schedule for the enterprise system, as described above.

7. Enhancement projects may include, but not be limited to, such activities as: modifications to the software, additional interfaces, system configuration, and/or development of additional reports. Enhancement projects shall follow the process and pricing described in Exhibit Q.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule.* Prices for user licenses and annual support for scheduling and time/attendance tracking software in the year of implementation for each Phase are prorated based on an annual renewal date of October 1st.

Pricing for annual hosting fee is established for each year based on the projected number of users and prorated in SFY 2018-2019 based on the anticipated schedule for bringing users onto the system in each year.

Pricing for time clocks (hardware, annual support, installation, and system interface) is provided in Exhibit P. Pricing for Enhancement projects is provided in Exhibit Q.

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

All projected delivery dates are identified based on expectations for recurrence or as days/weeks/months from the date of the State's issuance of an authorization to proceed, which will follow Contract approval by NH Governor and Executive Council.

Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Deliverable Type
PROJECT PLANNING, MANAGEMENT, AND DOCUMENTATION			
1	Initial Project Planning Meeting - Onsite	+1 week	Non-software
2	Draft Workplan and Project Management Documents for Phase 1	+2 weeks	Written
3	Acceptance Criteria for Deliverables	+1 month	Written
4	Phase 1 Workplan and Project Management Documents	+2 months	Written
5	Conduct Project Kickoff Meeting - Onsite	+2 months	Non-software

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Deliverable Type
6	Project Management & Project Status Meetings and Reports (Status meetings with project team to be held weekly with one meeting per quarter onsite and with progress reports provided every 2 weeks during the 30 month implementation)	+2 wks –30 mos	Written
7	Discovery Documents, Including Timekeeping Rules Matrix, and Analysis of Business Requirements (for all 3 Phases) -per Acceptance Criteria	+4 months	Written
8	Data and User Security Plan and Procedures - per Acceptance Criteria	+4 months	Written
9	System Design and Test Plan - per Acceptance Criteria	+5 months	Written
10	Operations Support Plan and Procedures - per Acceptance Criteria	+5 months	Written
11	Comprehensive Training Plan, Materials/SOPs, and Curriculum - per Acceptance Criteria	+6 months	Written
12	Phase 2a Workplan and Project Management Documents	+12 months	Written
13	Phase 2b Workplan and Project Management Documents	+16 months	Written
14	Phase 3 Workplan and Project Management Documents	+20 months	Written
SYSTEM SOFTWARE CONFIGURATION AND TESTING			
15	Initial system set up: IntelliTime SQL Server 2016 Database - Enterprise License and Annual Support and Escrow (Year 1) - per Acceptance Criteria	+1 month	Software
16	Year 1 System Hosting Fee (Phase 1 only)- per Acceptance Criteria	+1 month	Non-software
17	Software Configured to Satisfy State Requirements (Year 1) - per Acceptance Criteria	+8 months	Software
18	Functioning In- and Out-bound Interfaces for Infor (NHFIRST), SecureAuth or Mingle, and Time Clocks – License and Annual Support (Year 1) - per Acceptance Criteria	+9 months	Software

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Deliverable Type
19	IVR 12-port Interface (Year 1) - per Acceptance Criteria	+9 months	Software
20	Develop/Test Required Reports (Phase 1) - per Acceptance Criteria	+10 months	Software
21	System Testing and Acceptance –Functionality and Security (Phase 1) - per Acceptance Criteria	+10 months	Software
22	Year 2 System Hosting Fee (Pro-rated) - per Acceptance Criteria	+13 months	Non-software
23	IntelliTime SQL Server 2016 Database & Interfaces - Licenses & Annual Support and Software Escrow (Year 2) - per Acceptance Criteria	10/1/2019	Software
24	Software Configured/Reports Developed/System Tested to Satisfy State Requirements (Phase 2a) - per Acceptance Criteria	+15 months	Software
25	Software Configured/ Reports Developed/ System Tested to Satisfy State Requirements (Phase 2b) - per Acceptance Criteria	+19 months	Software
26	Software Configured/ Reports Developed/System Tested to Satisfy State Requirements (Phase 3 - at State's Option) - per Acceptance Criteria	+22 months	Software
SOFTWARE LICENSES, TRAINING, AND DEPLOYMENT			
27	Testing and Configuration Licenses (50 schedule/25 time only) and Time Clocks (2)	+1 month	Software
28	Technical System Administrator Training (DAS staff) - per Acceptance Criteria	+2 months	Non-software
29	Phase 1 User Licenses (full-year users only, pro-rated @75%): 1,500 scheduling & time 900 time only	+4-6 months	Software
30	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators (Phase 1)- per Acceptance Criteria	+10-12 months	Non-software
31	Phase 1 User Annual Support at "Go Live" (pro-rated @66%)	+10-12 months	Software

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Deliverable Type
32	Phase 1 – Year 2 User License and Support (100%)	10/1/2019	Software
33	Project Evaluation (Phase 1) - per Acceptance Criteria	+13 months	Non-software
34	Phase 2a User Licenses (full-year users only, 100%): 1,375 scheduling & time 1,500 time only	+12-13 months	Software
35	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators (Phase 2a) - per Acceptance Criteria	+15-17 months	Non-software
36	Phase 2a User Annual Support at "Go Live" (pro-rated@80%)	+15-17 months	Software
37	Project Evaluation (Phase 2a) - per Acceptance Criteria	+17 months	Non-software
38	Phase 2b User Licenses (full-year & seasonal users, pro-rated @66%) : 2,000 scheduling & time 1,100 time only	+17-18 months	Software
39	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators (Phase 2b) - per Acceptance Criteria	+20-23 months	Non-software
40	Phase 2b User Annual Support at "Go Live" (pro-rated @50%)	+20-23 months	Software
41	Project Evaluation (Phase 2b) - per Acceptance Criteria	+23 months	Non-software
42	Phase 3 User Licenses (full-year users, pro-rated @25%) - at State's Option: 200 scheduling & time 4,300 time only	+24-26 months	Software
43	Support Functional Training on Time (VTI) and VTI Reporting for Users and Agency Administrators (Phase 3) - per Acceptance Criteria	+26-28 months	Non-software

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Deliverable Type
44	Phase 3 User Annual Support at "Go Live" (pro-rated @25%)	+26-28 months	Software
45	Implementation Project Evaluation/Close-Out - per Acceptance Criteria	+29 months	Non-software
OPERATIONS			
46	Ongoing Hosting (Oct 1 renewal date)	Annual SFY 2020-2027	Non-software
47	Software Escrow (Oct 1 renewal date)	Annual SFY 2020-2027	Non-software
48	Ongoing System, Interface, and User Licenses, Support & Maintenance (Oct 1 renewal date) – All Phases	Annual SFY 2020-2027	Software
49	Annual Contract Meeting & Exit Meeting	Annual SFY 2020-2027	Non-software

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1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract for the period between the Effective Date through June 30, 2027. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price	Holdback
PROJECT PLANNING, MANAGEMENT, AND DOCUMENTATION				
1	Initial Project Planning Meeting	+1 week	$12,500	
2	Draft Workplan and Project Management Documents for Phase 1	+2 weeks	$10,000	
3	Acceptance Criteria for Deliverables	+1 month	$32,500	
4	Phase 1 Workplan and Project Management Documents	+2 months	$20,000	
5	Conduct Project Kickoff Meeting	+2 months	$20,000	
6	Project Management & Project Status Reports (Monthly billing for project management activities shall be based on actual hours at applicable bill rate and dependent upon satisfactory conduct of weekly status meetings and provision of progress reports every 2 weeks during the 30 month implementation; quarterly meetings onsite)	+2 wks –30 mos	$191,000	
7	Discovery Documents, Including Timekeeping Rules Matrix, and Analysis of Business Requirements (for all 3 Phases) -per Acceptance Criteria	+4 months	$65,000	
8	Data and User Security Plan and Procedures - per Acceptance Criteria	+4 months	$25,000	
9	System Design and Test Plan - per Acceptance Criteria	+5 months	$30,000	
10	Operations Support Plan and Procedures - per Acceptance Criteria	+5 months	$15,000	

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price	Holdback
11	Comprehensive Training Plan, Materials/SOPs, and Curriculum - per Acceptance Criteria	+6 months	$15,000	
12	Phase 2a Workplan and Project Management Documents	+12 months	$10,000	
13	Phase 2b Workplan and Project Management Documents	+16 months	$10,000	
14	Phase 3 Workplan and Project Management Documents	+20 months	$9,000	
SYSTEM SOFTWARE CONFIGURATION AND TESTING				
15	Initial system set up: IntelliTime SQL Server 2016 Database - Enterprise License and Annual Support and Software Escrow (Year 1) - per Acceptance Criteria	+1 month	$11,797	$1,180
16	Year 1 System Hosting Fee (Phase 1 only)- per Acceptance Criteria	+1 month	$48,096	$4,810
17	Software Configured to Satisfy State Requirements (Year 1) - per Acceptance Criteria	+8 months	$100,000	$10,000
18	Functioning In- and Out-bound Interfaces for Infor (NHFIRST), SecureAuth or Mingle, and Time Clocks – License and Annual Support (Year 1) - per Acceptance Criteria	+9 months	$11,786	$1,179
19	IVR 12-port Interface (Year 1) - per Acceptance Criteria	+9 months	$7,114	$711
20	Develop/Test Required Reports (Phase 1) - per Acceptance Criteria	+10 months	$25,000	$2,500
21	System Testing and Acceptance –Functionality and Security (Phase 1) - per Acceptance Criteria	+10 months	$45,000	$4,500
22	Year 2 System Hosting Fee (Pro-rated) - per Acceptance Criteria	+13 months	$108,000	$10,800
23	IntelliTime SQL Server 2016 Database & Interfaces - Licenses & Annual Support and Software Escrow (Year 2) - per Acceptance Criteria	10/1/2019	$30,697	$3,070

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price	Holdback
24	Software Configured/Reports Developed/System Tested to Satisfy State Requirements (Phase 2a) - per Acceptance Criteria	+15 months	$146,000	$14,600
25	Software Configured/ Reports Developed/ System Tested to Satisfy State Requirements (Phase 2b) - per Acceptance Criteria	+19 months	$146,000	$14,600
26	Software Configured/ Reports Developed/System Tested to Satisfy State Requirements (Phase 3 - at State's Option) - per Acceptance Criteria	+22 months	$131,400	$13,140
SOFTWARE LICENSES, TRAINING, AND DEPLOYMENT				
	Testing and Configuration Licenses (50 schedule/25 time only) and Time Clocks (2)	+1 month	$10,332	
28	Technical System Administrator Training (DAS staff) - per Acceptance Criteria	+2 months	$5,000	
29	Phase 1 User Licenses (full-year users only, pro-rated @75%): 1,500 scheduling & time 900 time only	+4-6 months	$47,268	$4,727
30	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators (Phase 1)- per Acceptance Criteria	+10-12 months	$34,000	
31	Phase 1 User Annual Support at "Go Live" (pro-rated @66%)	+10-12 months	$32,076	$3,208
32	Phase 1 – Year 2 User License and Support (100%)	10/1/2019	$111,624	
33	Project Evaluation (Phase 1) - per Acceptance Criteria	+13 months	$10,000	
34	Phase 2a User Licenses (full-year users only, 100%): 1,375 scheduling & time 1,500 time only	+12-13 months	$66,115	$6,612

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price	Holdback
35	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators (Phase 2a) - per Acceptance Criteria	+15-17 months	$38,750	
36	Phase 2a User Annual Support at "Go Live" (pro-rated@80%)	+15-17 months	$40,500	$4,050
37	Project Evaluation (Phase 2a) - per Acceptance Criteria	+17 months	$4,000	
38	Phase 2b User Licenses (full-year & seasonal users, pro-rated @66%) : 2,000 scheduling & time 1,100 time only	+17-18 months	$55,142	$5,514
39	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators (Phase 2b) - per Acceptance Criteria	+20-23 months	$38,750	
40	Phase 2b User Annual Support at "Go Live" (pro-rated @50%)	+20-23 months	$31,950	$3,195
41	Project Evaluation (Phase 2b) - per Acceptance Criteria	+23 months	$4,000	
42	Phase 3 User Licenses (full-year users, pro-rated @25%) - at State's Option: 200 scheduling & time 4,300 time only	+24-26 months	$15,018	$1,502
43	Support Functional Training on Time (VTI) and VTI Reporting for Users and Agency Administrators (Phase 3) - per Acceptance Criteria	+26-28 months	$0	
44	Phase 3 User Annual Support at "Go Live" (pro-rated @25%)	+26-28 months	$11,025	$1,103
45	Implementation Project Evaluation/Close-Out - per Acceptance Criteria	+29 months	$3,600	
	Implementation Subtotal		$1,835,039	

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Item #	Activity, Deliverable, or Milestone	Projected Delivery Date	Price	Holdback
OPERATIONS				
46	Ongoing Hosting (Oct 1 renewal date)	Annual SFY 2020-2027	$144,000	
47	Software Escrow (Oct 1 renewal date)	Annual SFY 2020-2027	$1,000	
48	Ongoing System, Interface, and User Licenses, Support & Maintenance (Oct 1 renewal date) - All Phases	Annual SFY 2020-2027	$512,539	
49	Annual Contract Meeting & Exit Meeting	Annual SFY 2020-2027	$2,000	
	Operations Subtotal (SFY 2020-2027)		$5,276,312	
	TOTAL (SFY 2018-2027)		$7,111,351	

1.2 Future Vendor Rates Worksheet

The State may request additional Services from the Contractor at the rates stated herein. The following rates shall be used. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

Rates are fixed and firm and not subject to escalation for the Term of this Contract, and any extensions thereof.

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Table 1.2: Future Vendor Rates Worksheet

Position Title	Hourly Rate							
	SFY 20	SFY 21	SFY 22	SFY 23	SFY 24	SFY 25	SFY 26	SFY 27
Project Manager	$170	$170	$170	$170	$170	$170	$170	$170
Customer Support Manager	$155	$155	$155	$155	$155	$155	$155	$155
Vice President of Engineering	$155	$155	$155	$155	$155	$155	$155	$155

1.3 SAAS Services Pricing Worksheet

Pricing reflects the payment of maintenance through the Contract end date.

Initial license and support fees in the year of implementation are prorated based on the timing of installation/configuration (license) and the "go-live" date of implementation (support) for each agency, from date of initiation to an annual renewal date of October 1. Pricing for annual hosting fee is established for each year based on the projected number of users and prorated based on the anticipated schedule for bringing users onto the system during that year.

Price estimates reflect the most optimistic implementation date. Actual payments may differ from the estimate if Project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

Pricing is firm, and not subject to escalation for the Term of this Contract, and any extensions thereof, except that at all times during the Term, the Fees, Pricing and other charges hereunder shall be the lowest fees, prices and rates contemporaneously charged by the Contractor to any of its customers for similar volumes of goods and services of the same or comparable type and scope. If at any time Contractor charges any comparable customer a lower fee, rate or price for similar volumes of such comparable goods or services than the corresponding Fees, Pricing or other prices charged hereunder, Contractor shall immediately apply such lower rate or amount, as applicable, for all comparable Deliverables, Services and other Work Product provided to the State.

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Table 1.3: SAAS Services Pricing Worksheet

Software Name	Initial Implementation Cost (SFY 2018-2019)			Maintenance Support and Upgrades Cost Per Year (Total for All Users)								
	Per User	# Users	Sub-Total	SFY 20	SFY 21	SFY 22	SFY 23	SFY 24	SFY 25	SFY 26	SFY 27	Sub-Total
Website Hosting Fee (Incl. Support, Maint., & Updates)	$144,000/yr	Prorated SFY 18/19	$156,100	$144,000	$144,000	$144,000	$144,000	$144,000	$144,000	$144,000	$144,000	$1,152,000
IntelliTime SQL Server 2016 Database – Enterprise License & Software Escrow	$3,297 (License) $7,500 (Support) $1,000 (Escrow)	2 yrs	$23,594	$11,797	$11,797	$11,797	$11,797	$11,797	$11,797	$11,797	$11,797	$94,376
Interfaces to Infor Human Resources/Payroll System/Financials	$1,785 (License) $1,300 (Support)	3 interfaces for 2 yrs	$18,512	$9,255	$9,255	$9,255	$9,255	$9,255	$9,255	$9,255	$9,255	$74,040
IntelliTime Security/Single Sign-On Integration (Infor 10 Ming.le or SecureAuth)	$1,236 (License) $1,295 (Support)	2 yrs	$5,062	$2,531	$2,531	$2,531	$2,531	$2,531	$2,531	$2,531	$2,531	$20,248
IntelliTime IVR Interface Schedule/Time Telephone 12 ports	$4,119 (License) $2,995 (Support)	2 yrs	$14,228	$7,114	$7,114	$7,114	$7,114	$7,114	$7,114	$7,114	$7,114	$56,912
Virtual Timecard and SmartPunch Mobile Punch App – Phase 1, 2a, 2b & 3	$12.36 (License) $9 (Support)	12,950 Prorated SFY 18/19	$209,103	$276,612	$276,612	$276,612	$276,612	$276,612	$276,612	$276,612	$276,612	$2,212,896
24X7 Dynamic Shift Scheduling Module – Phase 1, 2a, 2b & 3	$22.24 (License) $18 (Support)	5,125 Prorated SFY 18/19	$205,228	$206,230	$206,230	$206,230	$206,230	$206,230	$206,230	$206,230	$206,230	$1,649,840
		TOTAL	$631,827								TOTAL	$5,260,312

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2. CONTRACT PRICE

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

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

3. INVOICING

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

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

Invoices shall be sent to:

> Alexander Stone, Director
> Financial Data Management
> NH Department of Administrative Services
> State House Annex, 25 Capitol Street
> Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
> Dennis Peters
> IntelliTime Systems Corporation
> 1118 E. 17th Street
> Santa Ana, CA 92701

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Exhibit B – Price and Payment Schedule – Part 3
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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of certain implementation costs and per user license & support fees, as specified in the Payment Schedule in section 1.1, for a period of 90 days after first productive use of the System for each Phase of implementation.

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PART 3 – EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions; no changes to the terms outlined in the General Provisions.
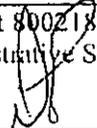
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PART 3 – EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract, with prior authorization of the State.

3. ACCESS/COOPERATION

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

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the

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ADMINISTRATIVE SERVICES

Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

6. ACCOUNTING REQUIREMENTS

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

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

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

a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both the Department of Administrative Services and the Department of Information Technology. This meeting will be held in-person, onsite in New Hampshire to enable leaders to become acquainted and establish any preliminary Project procedures.

b. **Kickoff Meeting:** Participants will include the State's and the Contractor's Project Teams and major stakeholders. This meeting will be in-person and onsite in New Hampshire, and serve to establish a sound foundation for activities that will follow.

c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager, and agency leads. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. The status and error report from the Contractor, Issue/Decision Log, and Workplan shall serve as the basis for discussion. These meetings will primarily be conducted via video- or tele-conference, except that at least one status meeting shall be conducted in-person, onsite per quarter during implementation.

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

e. **Issue/Decision Log:** must be maintained and updated weekly, and reviewed during each Status Meeting.

f. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues. These meetings may be in-person, via video conference, or tele-conference, as needed.

g. **Annual Contract/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. This meeting shall be held in-person onsite.

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

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IMPLEMENTATION SERVICES

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

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

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

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

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

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

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IMPLEMENTATION SERVICES

2.2 Timeline

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

2.3 Change Management and Training

The Contractor's change management and training services shall be focused on developing and assisting with implementation of communications and change management strategies, as well as developing and conducting in-person and on-line end user trainings. The approach relies on participation of State resources for the successful execution of the change management and end user training.

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PART 3 - EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

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

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

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

In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

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

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

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

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TESTING SERVICES

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

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

The Contractor shall demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 System Integration Testing

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

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

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	• Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.

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Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.3 Conversion Validation Testing

The State does not anticipate the need for data conversions to implement the new system. However, if the need for data conversion is identified, Conversion Validation Testing, target application functions are validated.

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

1.4 Installation Testing

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

1.5 User Acceptance Testing (UAT)

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

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

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

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

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.6 Performance Tuning and Stress Testing

The Contractor shall develop and document hardware and Software configuration and tuning of IntelliTime's Time and Attendance and Scheduling Software infrastructure throughout the Project

1.7 Scope

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

It shall include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved. System level metrics shall be mutually agreed upon by the State and the Contractor prior to commencing any tests.

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

1.7.1 Test Types

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

    a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

    b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.2 Tuning

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

1.8 Regression Testing

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

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

1.9 Security Review and Testing

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

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TESTING SERVICES

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

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

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.

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TESTING SERVICES

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

1.9 Penetration Testing (Non-PCI Environment)

The Contractor shall provide certification that their Software and System environment has undergone penetration 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). The State requires that the Contractor has this testing performed by a qualified third-party vendor at least annually, and after every major release.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

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

1.1 Contractor's Responsibility

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

1.1.1 Maintenance Releases

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

1.1.2 Standard Agreement

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

2. SYSTEM SUPPORT

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

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

2.2.1 Class A Deficiencies – The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 4:30 pm EST) with an email/telephone response within two (2) hours of request, or the Contractor shall provide support with remote diagnostic Services within four (4) business hours of a request;

2.2.2 Class B & C Deficiencies – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

3.1 The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment 1.

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MAINTENANCE AND SUPPORT SERVICES

3.2 The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.

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

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

3.5 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.

3.6 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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PART 3 – EXHIBIT H
REQUIREMENTS

	BUSINESS REQUIREMENTS			
	State Requirements		**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Comments**
General				
B1.1	Company should have at least 5 years experience in provided automated scheduling systems with complete inbound/outbound telephony and auditing features to the public safety and state government industries.	M	Y	Yes, IntelliTime has provided 24x7 Dynamic Shift Scheduling solutions with Interactive Voice Response telephone timekeeping features since 2008.
B1.2	System should be a COTS system that is accessible on a daily basis at any time of the day and is configurable to varying agencies.	M	Y	Yes, IntelliTime is a best-of-breed, commercial-off-the-shelf system with 24x7x365 availability and a high degree of configurability to suit the needs of varying and diverse public sector agencies.
B1.3	System should provide an integrated telephony system that accommodates inbound and outbound communication that includes at a minimum: user leave requests and overtime signup, messaging, overtime offers, and the ability for supervisors to approve leave requests.	M	Y	Yes, the proposed IntelliTime Interactive Voice Response (IVR) phone server provides each of the required features and more, including automated telephone timekeeping.
B1.4	System should support access via mobile devices, off-site web-access, state work station, or timeclock (if employed). Provide option to restrict functionality via off-site access.	M	Y	Yes, system is browser based so any device with a browser can be used. Ability to punch from offsite can be restricted.

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REQUIREMENTS

BUSINESS REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments
B1.5	The system must allow the government to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel in multiple collective bargaining contracts.	M	Y	Yes, IntelliTime's powerful rules engine is highly configurable, and can accommodate the scheduling/leave business rule requirements of numerous government agencies in a single system. Unlimited business rules can be configured within the user interface without the need for additional programming or support hours from IntelliTime Systems Corporation, and can be applied to groups of employees such as part/full time, or even individual employees. Typical IntelliTime implementations include a unique Group feature where separate departments can share common State resources like payroll codes, payroll calendar but can operate independently as to shared interfaces and cost accounting reporting rules.

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REQUIREMENTS

BUSINESS REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments
B1.6	The system must allow user-defined and editable business rules to govern leave policies, set schedules, set staffing levels, fill vacancies, handle off-duty work schedules, call out for specialty units, and other types of circumstances that govern scheduling	M	Y	Yes, the IntelliTime 24x7 Dynamic Shift Scheduling module was built for maximum configurability, with the capability to handle unlimited business rules as well as unlimited schedules of any length or configuration. Changes in scheduling conditions update the system in real time, providing a high degree of responsiveness to serve the needs of 24x7 government organizations such as Public Safety. Unlimited schedule views or Templates can be defined and security configured between departments so Corrections would not see Jobs like Firefighter for example, but yet operate autonomously in the same system. Healthcare can have time display as AM/PM while Public safety uses military time.
B1.7	The system must provide a means to update and modify existing business rules, collective bargaining rules, and operating protocols and to schedule its implementation based on a date	M	Y	Yes, existing business rules can be modified including effective and expiration dates.
B1.8	Provide ability to delegate roles and adjust access and/or functionality rights with delegation to proxy	M	Y	Yes, the system's highly configurable Role- and Range-based user security allows for the designation of proxies ("Acting Roles"), complete with effective and expiration dating for the designation.

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B1.9	All NH state government agencies, all divisions/locations/units under each agency must be able to utilize the system, but should be differentiated in the system. (e.g., State Police, Marine Patrol, Campus Police, Corrections various divisions, DHHS various divisions, etc...)	M	Y	Yes, the system can easily accommodate unlimited diverse user Groups, each with their own sets of business rules, schedules, etc. within a single instance of IntelliTime.
B1.10	Ability to identify future assignment changes and to have the system automatically manage assignment changes based on the date the change is to occur	M	Y	Yes, future assignment changes are easily handled and can be configured with effective and expiration dates.
B1.11	Ability for the system to send an employee or group of employees a voice message, with receipt confirmation; preferably from within the system.	M	Y	Yes, fully supported via our proposed Interactive Voice Response (IVR) phone server.

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B1.12	Ability for the system to send an employee or group of employees an electronic message (text or email), with receipt confirmation; preferably from within the system.	M	Y	Yes, automated notifications via email are supported extensively throughout the system. SMS text notifications will be implemented in the next month.
B1.13	Provide for manual override of automated functions, including notifications and notice thresholds	M	Y	Yes, fully supported for users with the appropriate security permissions. Overrides are also written to the audit trail.
B1.14	Enable employees to initiate and complete shift trades, ensuring proper specialty and rank coverage.	M	Y	Yes, fully supported, with the additional abilities to track time owed as well as support for "round trip" swaps with both sides of the swap submitted at the same time. Shift trades may also require multiple workflow approvals.
B1.15	Ability for employees to signup for additional work, including shift work, overtime, detail assignments, and special events	M	Y	Yes, employees can designate their ability for additional work/shifts via the Employee Schedule Calendar, as well as request overtime via the included Overtime Request form. Employees can also indicate their overtime preferences (number of hours, location, job worked, etc.) in the OT Preferences screen.
B1.16	Allow users to set system to provide automatic reminders (e-mail, text) for shifts accepted outside their standard schedule	O	Y	Yes; fully supported.

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Employee Information				
B2.1	System should provide each employee a graphical and user friendly scheduling calendar that reflects:	M	Y	Yes, fully supported.
A	Working schedule	M	Y	Yes, the Employee Schedule Calendar.
B	Time off (by type of leave)	M	Y	Yes, the Leave Details Calendar
C	Paydays	M	Y	Yes, the pay periods are shown on the top of the user timecard.
D	Shift trades	M	Y	Yes, the Employee Schedule Calendar.
E	Holidays	M	Y	Yes, the Employee Schedule Calendar.
F	SL/FMLA	M	Y	Yes, leave balances including remaining FMLA are shown online for the user in several places.
G	Overtime opportunities	M	Y	Yes, the Employee Schedule Calendar.
H	Leave balances available (to support leave requests)	M	Y	Yes, employees can view each of their real-time leave balances, as well as their projected future leave balances, in the Leave Request form, among multiple other System screens.
B2.2	System must allow each employee to query their current schedule, their most recent past schedule, and any future schedule.	M	Y	Yes, employees can view their work schedule in the Employee Schedule Calendar.

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B2.3	Allow staff to view available OT and submit requests for volunteer OT.	M	Y	Yes, available shifts can be viewed and signed up for from the Employee Schedule Calendar. Employees can also request overtime for a specific date with the included Overtime Request form.
B2.4	Allow staff to indicate up to 3 preferred preferences for OT assignments	M	Y	Yes, fully supported via the OT Preferences screen accessible from the Employee Schedule Calendar.
B2.5	Provide a position control database for all employees with information concerning skills, scheduling preferences, qualifications, and other employee data such as effective dates, telephone number, FTE status and cumulative hours worked	M	Y	Yes, all of this employee information can be accessed from the User Maintenance screen by users with the appropriate security permissions.
B2.8	Tracks at least 50 user-defined codes such as license expiration, CPR and other required certifications dates, immunizations and promotion dates.	M	Y	Yes, fully supported, with configurable automated notifications that can be sent out when a license expiration, promotion date, etc. is scheduled to take place within a State-defined time period e.g. 30 days.

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B2.9	Provides at least four 20 character user defined fields to serve as note pad for employee specific information.	M	Y	Yes, comments are supported throughout the system.
B2.10	Provide personnel database to provide access to data such as address, emergency contact, education, credentials, and at least 80 user-defined fields to track continuing education credits, etc.	M	Y	Yes, all of this employee information can be accessed from the User Maintenance screen by users with the appropriate security permissions. Employees can self- maintain their addresses, phone numbers and emails as well as emergency contact information. Unlimited Jobs an Skills/Certifications are supported.
Scheduling				
B3.1	System should create customizable working assignments and schedules up to a year in advance or more	M	Y	Yes, the IntelliTime 24x7 Dynamic Shift Scheduling module can create unlimited schedules of any length and configuration years in advance, and copy them forward into perpetuity if required.

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B3.2	System must accommodate user-defined simple and complex rotational assignments comprised of multiple positions, shifts, start times, working duration, and days off	M	Y	Yes, fully supported. Flexible shift templates can be defined by schedulers for any work period like a day, week or seven week rotating schedule, with the ability to define amount of positions, required jobs and skills, start/stop times, shift duration, days off, etc.
B3.3	System must accommodate multiple, user-defined shift definitions and various state wage schedules.	M	Y	Yes, multiple positions and jobs with separate pay rates and schedules per employee are fully supported.
B3.4	Schedules can be of any making including straight tours, variable hours, differing on/off by time period, and any blend or form	M	Y	Yes, schedules, tours, variable hours, shift differentials, blending, etc. are fully supported in IntelliTime and can be configured or modified by State personnel.
B3.5	Assignments must be definable based on skills, job classification, rank, seniority, seniority within a set of skills or within a job classification, or based on an override of criteria for which an exception needs to be marked on the record	M	Y	Yes, unlimited jobs, skills, etc. are fully supported in IntelliTime, and employees can be configured with a potentially unlimited amount of both. Jobs and skills can be defined with seniority as well as effective and expiration dating, e.g. a First Aid certification that expires within 2 years.

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B3.6	System must be capable of allowing users to electronically submit requests for use of accrued leave including anticipated accruals for vacation and holiday as well as notice of availability of special assignment and overtime availability. The system must enable users to submit these requests through the Internet, workstation and telephone.	M	Y	Yes, standard feature. Employees can submit leave requests against their accrued leave balances using the included Leave Request form. Employees can submit leave requests via the system's online user interface accessible from workstations or mobile devices with a supported web browser, as well as through the proposed Interactive Voice Response (IVR) phone server, and through the IntelliTime G-2 time clocks.
B3.7	System must manage personnel information including:	M	Y	Yes, fully supported.
A	Name	M	Y	Yes, fully supported.
B	Address	M	Y	Yes, fully supported.
C	Contact information (cell phone, house phone, email address, pager, or fax number)	M	Y	Yes, fully supported.
D	Spouse or other contact name	O	Y	Yes, fully supported.
E	Employee ID – unique to identify the employee within the system	M	Y	Yes, fully supported.

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F	Payroll ID – unique payroll number to identify the employee	M	Y	Yes, fully supported.
G	Badge ID	O	Y	Yes, fully supported.
H	External ID – used to identify employee using a 3rd party ID	M	Y	Yes, fully supported.
I	Birthdate	M	Y	Yes, fully supported.
J	Gender	M	Y	Yes, fully supported.
K	Driver's license information (number, class and expiration date)	M	Y	Yes, fully supported.
L	Job title/rank	M	Y	Yes, fully supported.
M	Acting job titles/ranks	M	Y	Yes, fully supported.
N	Special certifications/*trainings & expiration dates*	M	Y	Yes, fully supported.
O	Skill level	M	Y	Yes, fully supported.
P	Date of hire	M	Y	Yes, fully supported.
Q	Date of application	M	Y	Yes, fully supported.
R	Increment date	M	Y	Yes, fully supported.
S	Date of last performance evaluation	M	Y	Yes, fully supported.
B3.8	System must identify, manage, *and track* employee assignments to include	M	Y	Yes, fully supported. Each of the below items can be managed, tracked, and reported on.
A	Working shifts	M	Y	Yes, fully supported.
B	Non-working shifts	M	Y	Yes, fully supported.
C	Forced and Volunteer Overtime Lists	M	Y	Yes, fully supported.
D	OT Assignments	M	Y	Yes, fully supported.

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E	OT Responses (acceptance/refusal)	M	Y	Yes, fully supported. Responses can also be factored into the system's automated hiring rules, for example if an employee has refused OT three times they can be given a lower priority in the hiring list.
F	Call outs/call ins (FT and PT)	M	Y	Yes, fully supported.
B3.9	System Roster reflects customizable color-coding by position, person, rank, group and specialty	O	Y	Yes, fully supported.
B3.10	System must provide a daily staffing roster that accommodates:	M	Y	Yes, fully supported. Our system allows the generation of unlimited configurable Schedule "views."
A	Identification of "forcible" versus "non-forcible" staff on duty for OT needs and identify through color coding any vacant shifts.	M	Y	Yes, fully supported.
B	Staffing by shift	M	Y	Yes, fully supported.
C	user-defined organizational chart/structure (up to 10 reporting levels)	M	Y	Yes, fully supported.
D	Special unit and event deployments	M	Y	Yes, fully supported.
E	Staffing by organization policies and procedures	M	Y	Yes, fully supported.
F	Track vacancies through user-defined color coding	M	Y	Yes, fully supported, with the ability to group vacancies on the roster according to user preference, e.g. grouped by shift, placed at the bottom of the roster, etc.

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Contractor's Initials _____

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B3.11	The system must allow an unlimited number of user-defined working/ non-working activity codes (i.e. patrol, hospital duty, court, union, etc)	M	Y	Yes, fully supported, and these codes can update the employee's timecard in real time for maximum cost accounting and activity tracking.	
B3.12	The system must allow detailed constraints for each code such as advance notice or supervisor approval	M	Y	Yes, fully supported.	
B3.13	System roster must enable the emergency deployment and scheduling of units with qualified personnel in accordance to department scheduling rules and procedures, *including priority/seniority for OT assignments based on last/next shift or OT assignment and other parameters* .	M	Y	Yes, fully supported via the system's highly configurable hiring lists.	
B3.14	System roster must enable authorized users to fill vacancies in accordance to department policy and procedures.	M	Y	Yes, fully supported. Authorized users can assign employees to shift vacancies directly from the Roster, complete with automated email/phone notifications and real-time updates to both the schedule and the employee's timecard.	

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B3.15	System must record exceptions to work schedules after a user enters their exception by telephone, internet, intranet or work stations.	M	Y	Yes, the system records exceptions in real time and updates both the Roster and the employee's timecard automatically.
B3.16	System must prevent too many people taking leave on any day or shift.	M	Y	Yes, the system features highly configurable leave and attendance policies and can enforce a limit on absences for days, shifts, etc. The system can also designate "Blackout Days" during which employees cannot request discretionary leave.
B3.17	System must notify supervisors to warn them of any unfilled/open positions using color coding and/or automatic email notification, or alternate similar alerting method.	M	Y	Yes, the system can highlight shift vacancies in a high-visibility color of the agency's choosing and send automated notifications to supervisors if staffing falls below a configurable minimum level. ·
B3.18	Provide auto-scheduling using business rules of entity to assist in developing future schedules.	M	Y	Yes, fully supported via the system's configurable automated hiring lists.

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B3.19	The system should recognize and alert users if an employee is placed on a schedule at more than one location/assignment for the same shift/time.	M	Y	Yes, fully supported. The system can also be configured to prevent this from happening by removing employees from the hiring pool once they have been placed on the schedule for a specific shift/time.
B3.20	The system must have an alert system that reacts to vacancies caused by work exceptions and identify the appropriate replacement personnel. Work exceptions should be based on user-defined and editable business rules.	M	Y	Yes, standard feature. For example, if an employee calls in sick, the system can automatically hire a qualified and available replacement and send them a notification via email and/or IVR.
B3.21	View of daily staffing roster should identify employee current work status (i.e., regular time, volunteer overtime, forced overtime)	M	Y	Yes, with agency-defined color coding depending on employee status.

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B3.22	System automatically calculates and indefinitely manages holidays (New Year's Eve/Day, Birth Day for Martin Luther King, Memorial Day, Easter, etc.)	M	Y	Yes, the system includes highly configurable holiday policies that can be applied to groups of employees or individual employees, for example the Patrol Division in the Police Department can observe a specific holiday on a date that is different from the holiday's calendar date.
B3.23	System must have the functionality to apply user-defined scheduling policies to daily staffing rosters. Explain how the system organizes and administers user-defined overtime scheduling policies and procedures based on union and rules based scheduling policies.	M	Y	Yes, fully supported. IntelliTime supports unlimited hiring lists and organizes them into hierarchies to execute unlimited hiring strategies e.g. first hire the most senior person with the least amount of overtime worked, then go to the sign ups and then mandatory list. The number of lists is unlimited for even complex strategies.
B3.24	System must provide quick-search capabilities that enables authorized users to identify a person or group of personnel by specific filtering criteria such as: rank, specialties, pre-defined groups, organizational level, shift, and work status.	M	Y	Yes, and this is automated. The system will only suggest qualified candidates for positions.
B3.25	The system must generate rosters that correctly reflects staffing that is based on user assignments, exceptions, and deployments. Describe how the system will generate and maintain roster schedules.	M	Y	Yes, standard schedule generation feature up to several years in advance.

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B3.26	The system must be able to accommodate varying scheduling comprised of multiple start times and rotation. Describe how to set up schedules with varying hours per day and rotational patterns to include rule based schedules.	M	Y	Yes, standard feature. This is handled through the configuration of User schedule Templates which can be comprised of multiple individual shifts, each with their own configurable start/stop times, staffing metrics, required skills and jobs, etc. Shift rotation patterns can be as long as needed and we have configure 168 day schedules in past projects so it is very flexible. We also have a unique Tour feature where a user can rotate shifts and posts together.	
B3.27	The system must automatically manage assignment rotations and future changes in assignments. Describe specifically how the system can automatically change an employee's assignment should they change shifts. For example, John Smith works Shift 1 but will work Shift 2 in two months time. Can the system manage this change automatically without user intervention? If not, describe what the State/Division should expect to manage changes in assignments for employees.	M	Y	Yes, the Scheduler clicks on the user's name and "Update User Schedule" to Shift 2 with the start date of the new assignment and new location if desired. The schedule is updated automatically.	
B3.28	The system must ensure employees cannot work more hours than allowed by law. For example, describe how an employee who worked over 18 hours in a day (both regular and overtime) can be flagged and denied from additional work.	M	Y	Yes, the system features highly configurable employee hiring rules and both maximum on duty time and minimum rest periods can be enforced, while also allowing for override "in an emergency".	

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B3.29	The system must administer and track overtime in accordance to organization scheduling policies. Specifically, describe how the system supports the determination of the appropriate order in which employees should be called to be offered overtime and the drafting of staff when voluntary overtime does not suffice. Also, explain the system's capabilities to track *and report on* the resulting overtime worked *and associated costs based on employees fulfilling OT.*	M	Y	Yes, the system supports both points based systems and total overtime based polices along with seniority dates, seniority rank (numbers) and more. Regular overtime can be tracked separately from mandatory overtime, including FLSA overtime versus regular overtime.	
B3.30	The system must be capable of monitoring and approving split *shift/* detail possibilities based on user defined rules *(eg: two 4 hr shifts versus one 8hr)* .	M	Y	Yes, split shifts are supported and the user can select any portion of the shift when configured through the IVR notifications as well.	
B3.31	The system must take into account differences in staffing policies based on the type of position to be staffed. Describe how the system would qualify, sort, and contact employees for a position that requires the employee to hold a training certification *or other qualifying factor* .	M	Y	Yes, both Job qualifications and skill qualifications are used in minimum staffing rules.	
B3.32	The system must isolate and manage the scheduling of multiple institutions whose staffing and employee management rules and procedures differ.	M	Y	Yes, the system fully supports the management of multiple groups/departments/divisions of employees, each with their own business rules/jobs/pay codes/schedules/etc. within the same instance of IntelliTime.	

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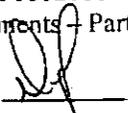| BUSINESS REQUIREMENTS				
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B3.33	The system must provide the ability to define rules that identifies and restricts part-time and full-time employees from working too many hours within a user-defined period. Explain how the system can accomplish this. (Garcia cycles)	M	Y	Yes, the system can track running totals of any types of hours by pay code groups, so worked hours, OT hours etcetera are supported and the total can use any timeframe e.g. last 28 days, pay period, calendar month etc. to set caps, so the system could exclude people from additional work if too many OT hours have been worked for example.
B3.34	Must provide pay period overview of employee current work schedule (state wage schedules)	M	Y	Yes, fully supported.
B3.35	Scheduling of specialty assignments not in the normal schedule rotation. I.E. Dual employment, backfill patrols, DWI, grants, drug courts, etc.	M	Y	Yes, fully supported. The system includes an Event Management module for extra duty shifts and they can be subject to different hiring rules than normal operational shifts e.g. if you have called in Sick you can't work an Event OT that day for example.
B3.36	Allow scheduler/supervisor to override automated system rules for emergency or immediate need purposes (IE: Filling detail/post within short period of time, last minute call-outs, disaster relief, etc.)	M	Y	Yes, fully supported. Emergency/immediate need staffing can be conducted by authorized personnel by forcing the hire of personnel to fill a vacancy or adding additional personnel to a shift.

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B3.37	Automatic notification to employee of cancelled detail using voice confirmation including automatic hours adjustment for scheduled work (IE 10hr detail cancelled within time frame their time is immediately adjusted).	M	Y		Yes, fully supported through the proposed IVR phone server. Modifications to employee scheduling automatically update the employee's timecard in real time, so if a 10-hour shift for which an employee is scheduled is cancelled, that will be reflected on the employee's timecard automatically. Employee also receives an email.
B3.38	Provides scheduling parameters customizable to the individual employee, allowing designation of: combination of shifts and units, including shift codes and workloads for each shift/unit, maximum workstretch (by shift), any repeating aspect of an individual's schedule.	M	Y		Yes, scheduling parameters can be configured for individual employees or groups of employees.
B3.39	Allow custom acuity methodology to account for census, workload and patient care factors	M	M		Yes, if census is available in electronic form, we will create an interface to import census (and acuity) data from your current patient tracking software to use in calculating shift requirements for the schedule. This interface is a customization that we have included in the quote price and can be removed if not needed.
B 3.40	System/timeclocks must allow employee to sign in to more than one work unit during a work shift, to accommodate last minute reassignment (floating) related to changing patient care needs.	M	Y		Yes, the system fully accommodates floating. Location codes or cost centers can be tied to each clock so the act of punching can change someone's cost accounting so their time is charged to the department where it was worked.

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Time Reporting for Payroll & Staff Management				
B4.1	Allow users to easily add detail on their work activities (e.g., button selection, drill down lists) to support detailed time tracking against tasks, activities, specific functions, funding source, etc.	M	Y	Yes, the system includes robust cost- accounting features that allow employees to track their time against up to 6 separate pick-lists containing potentially unlimited agency- defined cost-accounting codes in agency- defined categories such as Location, Project, Task, Pay Code, Project, FMLA Case Number, Account Number, etc. to name only a few examples.
B4.2	Populate timecards based on schedules worked and automatically adjust timecard for varations from schedule entered via timeclock, computer, or cell phone (e.g., reduce hours for late arrival/departure)	M	Y	Yes, standard feature. Scheduled hours automatically populate timecards and deviations from the schedule such as late arrival/departure, sick, vacation, etc. update the timecards automatically in real time.
B4.3	Support use of biometrics and/or card access at timeclocks to track time worked against scheduled time	M	Y	Yes, the proposed IntelliTime G-2 time clocks feature biometric fingerprint authentication.
B4.4	Record and report time in/out and meal breaks, as applicable, per Federal and state law, and applicable CBA(s)	M	Y	Yes, standard feature. The system also includes an "auto-deduct" feature that can automatically deduct an employee's scheduled meal time from their worked hours after they clock out for the day.
B4.5	Enable supervisor/administrators to view employee leave time and balances (scheduled, requested, and used)	M	Y	Yes, standard feature.

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B4.6	Report out time against specific task codes, account codes, and/or activity codes as well as associated paycode for special duties or shift differential.	M	Y	Yes, the system includes robust cost- accounting features that allow employees to track their time against up to 6 separate pick- lists containing potentially unlimited agency- defined cost-accounting codes in agency- defined categories such as Location, Project, Task, Pay Code, Project, FMLA Case Number, Account Number, etc. to name only a few examples.
B4.7	Recognize/accept regular OT authorized by contract without separate review/approval (e.g., 10 min for DOC Officers and Corporals)	M	Y	Yes; fully supported.
B4.8	Support request/compliance/tracking for special leave cases (e.g., FMLA), provide standard workflow and documentation requirements, support eligibility determination, and auto-update timesheet and schedule for approved leave	O	Y	Yes, each of these features are fully supported. The system features robust tracking features for leave requests such as FMLA (including tracking FMLA case numbers). The system also features highly configurable workflow and documentation features as well as automatic eligibility determination according to agency-defined rules. All approved leave updates the employee's timecard and the schedule automatically.
B4.9	Timeclocks will need to need to integrate with NHFIRST (Infor) ERP and Scheduling software	M	Y	Yes, and this interface is proposed.
B4.10	Support use of biometrics and/or card access at timeclocks to track time worked against scheduled time	M	Y	Yes, fully supported by the proposed IntelliTime G-2 time clocks.
B4.11	Timeclocks record and report time in/out and meal breaks, as applicable, per Federal and state law, and applicable CBA(s)	M	Y	Yes, standard feature.

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BUSINESS REQUIREMENTS				
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B4.12	Timeclocks must provide ability to input time against specific task codes, account codes, and/or activity codes as well as associated paycode for special duties or shift differential.	M	Y	Yes, from the proposed IntelliTime G-2 time clocks, users can punch in/out and change over 5 levels of activity-based cost accounting, including configurable fields like cost centers, projects, departments, activities and task codes for example, as·well as pay codes such as special duty pay codes or shift differential pay codes.
Auditing				
B5.1	The system has the functionality to perform time stamps *and user identification* on each and every data entry point initiated by a user, supervisor, manager, administrator and the application itself, provides a means to review each data entry point for evaluation and audit; and maintains this data for a prescribed time period.	M	Y	Yes, the system maintains a full audit trail of all transactions at every point of entry, including the user name, time/date, original value and modified value. This data can be kept in the system for an agency-prescribed time period.
B5.2	The system must have the ability for full and random inspection of fair and equitable provisioning of overtime and special duty assignments based on rules within the organization.	M	Y	Yes, standard feature. All hiring activity is logged and can be viewed online as well as with standard reports.
B5.3	The system must maintain an audit trail of all rules used to fill vacancies.	M	Y	Yes, standard feature.

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B5.4	Provides an audit trail for all overtime telephone calls made with the result of each call.	M	Y	Yes, standard feature. Log can report on manual calls made by a person as well as IVR automated notifications.
B5.5	System maintains a record of who worked each day, and what happened during that shift. This information must be able to be saved and accessed indefinitely.	M	Y	Yes, standard feature. Extensive areas for comments are provided.
B5.6	Auditing of shifts/details that have been split (IE: compare and combine hours on time sheet vs detail hours)	M	Y	Yes, standard feature.
B5.7	Provide summary statistics and reports on key performance and attendance indicators	M	Y	Yes, standard feature. Tardies, no shows and more.
B5.8	Reports must be able to show current payperiod, including currently scheduled work with the ability to split the time with another trooper. As soon as the detail has been worked the ability to give actual time must exist and update that Troopers bidding seniority.	M	Y	Yes, standard feature.
B5.9	Allow user to run security report to determine who made changes and	M	Y	Yes, audit trail standard feature.

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Shift and Leave Bidding				
B6.1	Describe how employees can bid for shifts and leave in the upcoming year.	M	Y	Yes, the system includes full-featured Shift Bidding and Vacation Bidding modules that allow authorized staff to configure bids for their organization, including the order in which employees can bid, when the bidding windows open and close, when bid reminders are sent, etc. Employees can then submit their bids from within the system interface.
B6.2	System provides the ability to manage shift/leave bidding using a consistent method based upon union rules /	M	Y	Yes, fully supported.
B6.3	System provides the ability to manage assignment bidding using a consistent method based upon union rules /	M	Y	Yes, fully supported. Both Shifts and Locations can be bid.
B6.4	System directly and seamlessly updates the results of the bidding process into the schedules and rosters of the	M	Y	Yes, once bids are awarded, the schedule is published automatically and seamlessly with the results of the bid.
B6.5	When awarding leave and assignments based on a bidding environment, the system must be capable of taking into consideration variables such as:	M	Y	Yes, fully supported and configurable within the Shift Bidding module.
A	Seniority rules	M	Y	Yes, fully supported and configurable within the Shift Bidding module.
B	Employee's specialty and/or rank	M	Y	Yes, fully supported and configurable within the Shift Bidding module.
C	Maximum allowable number off in each specialty	M	Y	Yes, fully supported and configurable within the Shift Bidding module.

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D	Maximum allowable employees off each shift	M	Y	Yes, fully supported and configurable within the Shift Bidding module.
	System must also be easily flexible to manually manage changes to the schedule as year progresses	M	Y	Yes, standard feature. Schedulers and other authorized users can manually make changes to the schedule as necessary.
Reporting Requirements/Financials				
B7.1	System must be capable of recording and reporting on vehicle usage. (I.E. hours, miles, fuel consumed during overtime details).	O	Y	Yes, the included IntelliTime Crew Sheet is capable of tracking and reporting on the usage of equipment e.g. trucks, and materials e.g. fuel, flares, etc.
B7.2	Must interface with existing e-ticketing and Lawson activity logs to track enforcement activity during details	O	Y	Yes, and this interface is proposed.
B7.3	Automatically generate paper and/or electronic invoice to customers (Excluding internal customers)(showing customer ID# as defined by business office), to include any scanned or attached electronic document.	O	Y	Yes, the Labor Cost Report shows the detailed cost of everyone who worked the event for the given date range. The invoice would be generated in Lawson.
B7.4	Interface with email system to include auditing of included return receipt to ensure that invoice was received.	O	Y	Yes, and invoice would be sent by Lawson.
B7.5	Automatically generate adhoc reports.	O	Y	Yes, in addition to the included suite of over 80 standard reports, IntelliTime includes a full Analytics module and database views for ad-hoc reporting using Microsoft SQL Server reporting services on nearly any data field in the system.

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B7.6	Automatically generate report to show staff who have not submitted detail vouchers within allotted time frame, this is taken from the scheduled detail hrs.	O	Y	Yes, the employee timecard will show their "Scheduled" details and they are expected to submit a Overtime Slip in IntelliTime for approval by the supervisor of the event. Missing OT Slips can be tracked.
B7.7	Allow field to add in electronic copy/scanned copy of detail voucher.	O	Y	Yes, IntelliTime will support attachments in a 2017 release of the software.
B7.8	Provide house coverage report showing by skill level, unit shift and user defined groups of units the number scheduled and whether this is over or under core coverage.	M	Y	Yes, the roster shows in real time the staffing situation, including unfilled shifts.
B7.9	Management analysis and reports from data accumulated through normal daily operations: weekly staffing report, productivity report, nonproductive time report, attendance reports, activity summary, float/registry summary, acuity summary, Joint Commission reports, and workload data reports	M	Y	Yes, each of these examples are supported with standard system reports.
B7.10	Generate expired certification and license reports	M	Y	Yes, our User Job & Skill report.
B7.11	Allow user to build custom reports from data stored in database: for example: roster of telephone numbers or roster of nurses holding a BSN dgree over a user-specified period (future or past); staff due for performance evaluation; EEO Supervisor refresher training due dates.	M	Y	Yes, in addition to the included suite of over 80 standard reports, IntelliTime includes a full Analytics module for ad-hoc reporting on nearly any data field in the system. Frequently-used search criteria can be saved as "Search Profiles" for future re-use. The examples listed would mostly be handled by our User Job & Skill report.
B7.12	Allow printing of future and current schedules and individual schedule labels	M	Y	Yes, standard feature.

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GENERAL SPECIFICATIONS				
A1.1	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Y	Yes, the IntelliTime solution is a COTS application with the ability to interface using most popular Open Data Formats including ASCII, XML, Jason and more.
A1.2	Web-based compatible and in conformance with the following W3C standards including HTML5, CSS 2.1	M	Y	Yes, intellitime is 100% web-based and in compliance with HTML 5 and CSS 2.1 standards.
A1.3	Ability to customize terminology used within the system (e.g., button names, column headings) for user-subgroups and entities for our procedures and terms	M	Y	Yes, many column names data fields in IntelliTime can be re-aliased according to user terminology.
A1.4	Integrate with NHFIRST Active Directory using NHFIRST credentials for access	M	Y	Yes, IntelliTime is compatible with Active Directory and this option is proposed.
A1.5		M		
APPLICATION SECURITY				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	Yes, IntelliTime is a browser-based system in a single database with no client applications.
A2.2	Verify the identity or authenticate all users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y	Yes, users can be authenticated using Active Directory or our native user password and security.
A2.3	Enforce unique user names. (Enforce usage of employee ID number)	M	Y	Yes, standard feature. IntelliTime can issue users a unique employee ID number or authenticate users with Active Directory.
A2.4	Encrypt passwords in transmission and at rest within the database:	M	Y	Yes, IntelliTime encrypts sensitive data, including passwords, at rest as part of our native security authentication. To facilitate customer-level ad-hoc reporting, basic timekeeping and scheduling is not encrypted. SSL and VPNs are fully supported to encrypt data in transit.

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GENERAL SPECIFICATIONS				
A2.5	Ability to customize the expiration date of passwords after a state defined period of time.	M	Y	Yes, fully supported.
A2.6	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	Yes, fully supported.
A2.7	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Y	Yes, IntelliTime is proposing our COTS workforce automation timekeeping and scheduling solution that has been developed using industry best practices for security and usability.
A2.8	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	Yes, IntelliTime is designed to minimize the amount of sensitive data stored by the application to produce the scheduling and timekeeping functionality that will be used by the State.
A2.9	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	Yes, the session is terminated when the employee clicks the "Log
A2.10	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	Yes, standard feature.
A2.11	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 24 months.	M	Y	Yes, standard feature. The system maintains a full audit trail of all transactions.
A2.12	The application Data shall be protected from unauthorized use when at rest.	M	Y	Yes, IntelliTime encrypts all sensitive data at rest, e.g. passwords, as part of our native security authentication, and SSL and VPNs are fully supported.

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	APPLICATION REQUIREMENTS			
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A2.13	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	Yes, IntelliTime encrypts all sensitive data at rest, e.g. passwords, as part of our native security authentication, and SSL and VPNs are fully supported.
A2.14	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y	Yes, acknowledged and agreed.
A2.15	Utilize change management documentation and procedures.	M	Y	Yes, IntelliTime uses a proven and extensively- documented change management process as part of its standard project management methodology.
A2.16	Integrate with Infor Security Services software or interface from ISS to vendor security services.	M	Y	Yes, this interface is proposed. IntelliTime can use Active Directory and third party LDAP compliant authentication stores.
A2.17	Limit user access and functionality based on agency/unit/location and role within the organization	M	Y	Yes, the system uses highly configurable Role- and Range- based user security to limit access to system functions and employee data. Roles, such as basic user, timekeeper, payroll clerk, supervisor, etc. control access to system modules/functions. Ranges are typically based on the organization's budget structure, and control what employee information a user can view/report on. Users can be configured to only view/report on data within their agency/unit/location, allowing all of the State's diverse range of agencies and employees to be maintained within one instance of IntelliTime. Security profiles can be defined for individual users as well.
Time Management Integration Requirements				
A3.1	System integration with current Time Management Infor software.	M	Y	Yes, using the standard Lawson interface. As an option our time data can go straight to Lawson payroll.
A3.2	Populate timecard from scheduling system or timeclock hours upon approval.	M	Y	Yes, the IntelliTime 24x7 Dynamic Shift Scheduling module and the IntelliTime Virtual Timecard Interface (VTI) interoperate seamlessly, with employee data from the scheduling system automatically updating the timecard, and vice versa, with appropriate cost accounting.
A3.3	Provide the option to restrict entries for inactive/terminated employees.	M	Y	Yes, employees who are removed from IntelliTime have their access rights revoked immediately, and their user license is freed up to be used for their replacement. Inactive employees can also be placed on "suspended" status, restricting their access to the system within an agency-defined date range.
A3.4	Provide the ability to record Supervisor approval of a timesheet.	M	Y	Yes, a full audit trail is maintained for all time documents, including a full history of supervisor approvals.

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A3.5	Provide integration to current Infor leave request software	M	Y	Yes, IntelliTime also includes a native Leave Request that is already tightly integrated.
A3.6	Provide integration ability to proxy for employees that are unable to enter their time (e.g. due to sick leave).	M	Y	Yes, supervisors or timekeepers can enter time on behalf of their absent employees. Supervisors can also designate proxies via our "Acting Roles" feature, allowing them to forward their employees' time documents to other supervisors for approval.
A3.7	Provide the ability to restrict the use of time entry codes by employee based on access privileges.	M	Y	Yes, fully supported. All time entry/cost accounting/pay codes/etc. can be configured for use by groups of employees or individual employees.
A3.8	Provide the ability to secure the timesheet data from any updates or changes within the scheduling software upon Supervisor approval of a time card.	M	Y	Yes, standard feature.
A3.9	Provide ability to populate required fields for different time card views. (Safety for example "resource tracking" is required on the timecard, DOS has "task list' as a custom user filed that is required)	M	Y	Yes, timecards have up to 6 highly customizable cost accounting fields that can be configured according to department/agency/employee/etc. For example, the Safety department can track time against a "Resource Tracking" cost accounting field, while other agencies can have another name/function for that field and multiple other cost accounting fields configured for use only by them.
A3.10	Must be able to populate current time management standard Infor interfacing requirements for agencies not using Time Management.	M	Y	Yes, our Production Lawson interface is proposed.
A3.11	Must provide ability to complete all data necessary to complete a time card.	M	Y	Yes, the IntelliTime Virtual Timecard Interface (5.0) is a fully-featured Public Sector timekeeping and time entry tool that will interoperate seamlessly with the proposed scheduling solution, within the same user interface.
Human Resources and Payroll Integration Requirements				
A4.1	System must be able to integrate with current Infor software.	M	Y	Yes, IntelliTime has a production Lawson interface.
A4.2	The standard bi-directional integration tool must be configurable by users without special programming languages or scripting languages.	M	Y	Yes, the system features a highly configurable built-in bi- directional interface. IntelliTime has interfaced with more than 65 HR/payroll/ERP systems and has never failed to implement a client interface on time and on budget.
A4.3	The standard bi-directional integration tool must be part of core system architecture, and not require additional hardware, databases, or other infrastructure. Provide the ability to record Supervisor approval of a timesheet.	M	Y	Yes, standard feature.

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	APPLICATION REQUIREMENTS			
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A4.4	The standard bi-directional integration tool must include configurable scheduling of interfaces.	M	Y	Yes, standard feature.
A4.5	The standard bi-directional integration tool must support required mappings, transformations, and data formatting to support the integration between disparate systems.	M	Y	Yes, standard feature.
A4.6	The standard bi-directional integration tool must support XML, SQL, flat file and other input and output formats.	M	Y	Yes, fully supported.
A4.7	The proposed solution must support integration efforts. Document the effort required for common integration touch points, such as HR and Payroll.	M	Y	Yes, the IntelliTime Import/Export module is used to configure this interface.
A4.8	Please list the common touch points and content between the proposed solution and other business systems, for example HR and payroll.	M	Y	Yes, IntelliTime will import employee demographic data and labor chargeable cost accounting codes and export properly approved and edited timecard to Lawson payroll.
A4.9	The solution must support the import of chart of accounts and other organizational data.	M	Y	Yes, fully supported including the account code, the effective and expiration date and the description.
A4.10	The solution must provide the ability to export retroactive time to payroll. Retroactive time should be able to be included in current payroll run.	M	Y	Yes, fully supported.
A4.11	The solution must provide the ability to integrate with other Infor modules, such as GL, work order management.	M	Y	Yes, both are supported and we can also set rules about which departments can charge time to certain grants, work orders projects etc.
A4.12	Vendor must provide documentation for all APIs, methods of integration with those APIs and programming guides to support integration.	M	Y	Yes, acknowledged and agreed.
A4.13	Vendor must have demonstrated experience integrating with existing Infor HR and Payroll applications (LTM/S3). Please list any reference accounts for our HR and Payroll applications.	M	Y	Yes, both the City of Saint Paul, MN and the City of Topeka, KS use IntelliTime for scheduling and timekeeping with their Infor/ Lawson implementations.

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HARDWARE REQUIREMENTS				
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Please see the attached server specification.

IntelliTime is proposing our hosted Saas solution so hardware is
provided by us for the fee listed.

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	TESTING			
	State Requirements			**Vendor**
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APPLICATION SECURITY TESTING				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Y	Yes, standard feature. IntelliTime will interface to the State network using a VPN.
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Y	Yes, standard practice. Please also see the Rackspace hosting security description in the appendices listing their data center security certifications.
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users		Y	Yes, standard feature. IntelliTime will interface to the State network using a VPN. Active Directory or Lawson will be used for authentication.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Y	Yes, standard policy.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Y	Yes, standard feature, VPN, SSL.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Y	Yes, monitored 24 x 7.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Y	Yes, standard feature, VPN, SSL.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Y	Yes, user authentication will be managed by the State using Lawson ISS.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Y	Yes, managed at the application level in IntelliTime.

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				TESTING	
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T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Y	Yes, managed at the application level in IntelliTime.	
T1.11	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Y	Yes, IntelliTime follows Microsoft best practices for security and avoiding know exploits.	
T.1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Y	Yes, IntelliTime follows Microsoft best practices for security and avoiding know exploits.	
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Y	Yes, several customers perform application security reviews each year and we have never been sent a remediation item.	
T1.14	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Y	Yes, this is automated using scripts.	
T1.15	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology and DAS Financial Data Management for review and acceptance.	M	Y	Yes, using our manual testing methods.	

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	TESTING			
	State Requirements			**Vendor**
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STANDARD TESTING				
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in **Appendix G-2**.	M	Y	Yes, IntelliTime will deliver a detailed System Configuration and Test Plan including all interfaces, schedules, rules, etc. Sate will perform validation a nd UAT and provide the State Lawson/Infor test environment for interfaces, etc.
T2.2	The Vendor must perform application stress testing and tuning as more fully described in **Appendix G-2**.	M	Y	Yes, IntelliTime will deliver a detailed System Configuration and Test Plan including all interfaces, schedules, rules, etc. Sate will perform validation a nd UAT and provide the State Lawson/Infor test environment for interfaces, etc.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Y	Yes,, our Customer Support staff also perform this service on request included in the support agreement.
T2.4	The vendor must define and test disaster recovery procedures.	M	Y	Yes, IntelliTime will negotiate with the State for the appropriate level of disaster recovery procedures. Many critical resources e.g. the State's network, Lawson, Lawson ISS are an important part of this system.

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HOSTING-CLOUD REQUIREMENTS

	State Requirements		Vendor	
Req.#	Requirement Description	Criticality	Vendor Response	Comments
OPERATIONS				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%	M	Y	Yes, please see the Rackspace data center specification included in the appendices.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Y	Yes, acknowledged and agreed.
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y	Yes, IntelliTime is hosted in partnership with Rackspace, whose facilities in Dallas, TX and Chicago, IL each maintain a highly level of security, including biometric authentication, keycards, and 24x7x365 surveillance to ensure that only authorized engineers have access to routers, switches and servers.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	Yes, acknowledged and agreed.
H1.5	Vendor shall monitor System, security, and application logs.	M	Y	Yes, acknowledged and agreed. IntelliTime's unique System Health Monitoring tools provide for real-time monitoring of client systems according to hundreds of criteria.
H1.6	Vendor shall manage the sharing of data resources.	M	Y	Yes, acknowledged and agreed.

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Date: 08/18/2017
Contractor's Initials

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HOSTING-CLOUD REQUIREMENTS				
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Req #	Requirement Description	Criticality	Vendor Respons	Comments
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	Yes, acknowledged and agreed. IntelliTime automatically conducts hourly transaction log backups and nightly full database backups.
H1.8	The Vendor shall monitor physical hardware.	M	Y	Yes, acknowledged and agreed.
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y	Yes, acknowledged and agreed.
DISASTER RECOVERY				
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	Yes, acknowledged and agreed. Several levels of disaster recovery are available, including web farms and database clusters. Rackspace maintains 2 major, redundant data centers (one in Dallas, TX and one in Chicago, IL) that could be configured for ultimate disaster recovery with automated fail-over, SQL server log shipping, etc.

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	State Requirements		Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	Yes, acknowledged and agreed. The proposed system is hosted in partnership with Rackspace, a Tier-1 hosting provider with multiple, redundant data centers in geographically disparate locations.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	Yes, the system automatically conducts hourly transaction log backups and nightly full database backups.
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	Yes.
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	Yes, the system automatically conducts hourly transaction log backups and nightly full database backups.
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	Yes, acknowledged and agreed.
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	Yes, acknowledged and agreed.

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	HOSTING-CLOUD REQUIREMENTS			
	State Requirements		**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Comments**
HOSTING SECURITY				
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Y	Yes, IntelliTime takes customer data security very seriously, and we encourage the State's security officers to review the attached Rackspace Secure Hosting Overview. Our clients can rest assured that the data centers meet the highest standards of security, and the IntelliTime application itself is highly secure as well. In many cases, authentication is handled by the client's own Active Directory or other authentication tool, which provides the client with a significant level of control over access to the IntelliTime application. The hosted site is installed behind a firewall, and we can also configure a VPN between the network and interfaces. Unauthorized access attempts, such as Denial of Service (DoS) attacks, are dealt with through a combination of automated and human efforts based on alerts.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	Yes, SSL encryption is fully supported.

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	HOSTING-CLOUD REQUIREMENTS			
	State Requirements		**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Comments**
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	Yes, acknowledged and agreed. For further details, please see the attached Rackspace Secure Hosting Overview.
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	Yes, acknowledged and agreed.
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Y	Yes, acknowledged and agreed.
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Y	Yes, acknowledged and agreed.
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Y	Yes, acknowledged and agreed.
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardend in accordance with guidelines set forth by CIS, NIST or NSA	M	Y	Yes, acknowledged and agreed.
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	Yes, acknowledged and agreed.

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	HOSTING-CLOUD REQUIREMENTS			
	State Requirements		Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments
H3.10	The Vendor 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.	M	Y	Yes, acknowledged and agreed.
SERVICE LEVEL AGREEMENT				
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	Yes, acknowledged and agreed.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	Yes, acknowledged and agreed.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	Yes, acknowledged and agreed. We are also proposing to provide the State with a number of "hot spare" clocks that can be stored at a State location and installed in minutes if a clock fails. The malfunctioning clock can then be shipped back to IntelliTime for replacement.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.		Y	Yes, acknowledged and agreed.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Y	Yes, acknowledged and agreed. IntelliTime provides 24x7 help desk support accessible via phone and email.

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	HOSTING-CLOUD REQUIREMENTS			
	State Requirements			Vendor
Req #	Requirement Description	Criticality	Vendor Response	Comments
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Y	Yes, acknowledged and agreed.
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	Y	Yes, acknowledged and agreed.

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	HOSTING-CLOUD REQUIREMENTS			
	State Requirements			**Vendor**
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Comments**
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y	Yes, acknowledged and agreed.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	Yes, acknowledged and agreed. The timing of system patches/upgrades will be decided in partnership with the State. Typically less than 1 hour of downtime is needed per month. The standard Maintenance and Support Agreement also covers two full system upgrades per year.
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Y	Yes, acknowledged and agreed.
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	Yes, acknowledged and agreed.
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	Yes, acknowledged and agreed.
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Y	Yes, acknowledged and agreed.

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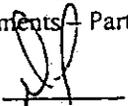| HOSTING-CLOUD REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	Yes, acknowledged and agreed. Upgrades and changes are first installed on the client's test instance of IntelliTime to ensure that they are functioning properly. Once the upgrades are approved by the client, the production system is updated.

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	SUPPORT & MAINTENANCE REQUIREMENTS				
	State Requirements			Vendor	
Req #.	Requirement Description	Criticality	Vendor Response	Comments	
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	Yes, acknowledged and agreed.	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	Yes, acknowledged and agreed.	
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	Yes, acknowledged and agreed.	
S1.4	The State shall have unlimited 24/7 access, via phone or Email, to the Vendor technical support staff .	M	Y	Yes, acknowledged and agreed.	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in S1.11 and S1.12.	M	Y	Yes, acknowledged and agreed.	
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning System.	M	Y	Yes, acknowledged and agreed. This is part of our standard Maintenance and Support practices.	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Y	Yes, this is provided for as part of our standard Maintenance and Support Agreement.	
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Y	Yes, acknowledged and agreed.	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.	M	Y	Yes, acknowledged and agreed.	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Y	Yes, acknowledged and agreed.	

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	SUPPORT & MAINTENANCE REQUIREMENTS			
	State Requirements			**Vendor**
Req.#	**Requirement Description**	**Criticality**	**Vendor Response**	**Comments**
S1.11	The Vendor response time for support shall conform to the specific deficiency class as described below: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re- performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Y	Yes, acknowledged and agreed.
S1.12	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies – The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	Y	Yes, acknowledged and agreed.
S1.13	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	Yes, acknowledged and agreed.
S1.14	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	Yes, acknowledged and agreed.

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	SUPPORT & MAINTENANCE REQUIREMENTS				
	State Requirements			**Vendor**	
Req. #	Requirement Description	Criticality	Vendor Response	Comments	
S1.15	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Y	Yes, acknowledged and agreed.	
WARRANTY SERVICES					
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Y	Yes, acknowledged and agreed.	
S2.2	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;	M	Y	Yes, acknowledged and agreed.	
S2.3	Vendor 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 / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	Y	Yes, acknowledged and agreed.	
S2.4	On-site additional Services within four (4) business hours of a request;	M	Y	Yes. IntelliTime is proposing to provide on site "Hot Spares" for time clocks that can be swapped in minutes without the use of tools.	
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Y	Yes, acknowledged and agreed.	
S2.6	For all Warranty Service calls, the vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Y	Yes, acknowledged and agreed.	

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	SUPPORT & MAINTENANCE REQUIREMENTS				
	State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments	
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat	M	Y	Yes, acknowledged and agreed.	
S2.8	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Y	Yes, acknowledged and agreed.	

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	PROJECT MANAGEMENT			
	State Requirements			Vendor
Req #	Requirement Description	Criticality	Vendor Response	Comments
PROJECTMANAGEMENT				
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	Yes, this is part of our standard project management schedule.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Y	Yes, acknowledged and agreed.
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Y	Yes, acknowledged and agreed.
P1.4	Vendor shall provide detailed weekly status reports on the progress of the Project, with bi-weekly updates on expenses incurred year to date.	M	Y	Yes, acknowledged and agreed.
P1.5	Vendor shall utilize a Decision Log and other Project Management tools and techniques to ensure fluid communication with entire project team.	M	Y	Yes, acknowledged and agreed. IntelliTime utilizes a proven project management methodology with a communication plan, including project plans, issue tracking lists, etc. outlined and carried out by IntelliTime project management staff during implementation.
P1.6	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Electronically as agreed upon)	M	Y	Yes, acknowledged and agreed.
P1.7	Vendor must specify document repository to be used. If maintained on vendor site, the documentation must be turned over to the State of NH at project termination.	M	Y	Yes, acknowledged and agreed. IntelliTime will provide a SharePoint site for all project documentation that the State can download at any time from our Office 365 site.

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The Contractor's Project Manager and the State Project Manager shall finalize the Work Plan for Implementation within 60 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a Payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize Microsoft Project or other appropriate software to support the ongoing management of the Project.

1. ASSUMPTIONS

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

B. Project Management and Document Management
- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A shared Project folder will be created and maintained by the Contractor and shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the

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Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

C. Conversions

The State does not anticipate the need for data conversions to implement the new system. However, if the need for data conversion is identified, such Work shall be considered an "Enhancement," and addressed according to the Change Order process.
- If data conversion is required, the Contractor shall:
  1. Lead the State with the mapping of the legacy Data to the Contractor's applications;
  2. Provide the State with Contractor's application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor shall identify the APIs the State should use in the design and development of the conversion.
  3. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  4. Lead the review of functional and technical Specifications.
  5. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

D. Project Schedule
- Deployment is planned to begin in phases, with a planned initial go-live date for Phase 1 of June 8, 2018.

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

F. User Training
- The Contractor shall lead the development of the end-user training plan.
- The Contractor shall lead delivery of administrator and end-user training.
- The Contractor shall provide materials to the State to provide follow-up and future delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

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

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2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Project Team Executive

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

2) Contractor Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide progress reports every other week to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Order approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) Contractor Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:
- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;

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

4) **Contractor Team Tasks**

The Contractor team shall assume the following tasks:
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. **State Roles and Responsibilities**

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

1) **State Project Manager**

The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:
- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;

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- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor Team staff to obtain requested information if and when required to perform certain Project tasks;
- Manage handoff to State operational staff; and
- Manage State staff during Transition Services as needed.

2) **State Subject Matter Expert(s) (SME)**
The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:
- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

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

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at WEEKLY Project meetings.

4) **State Testing Administrator**

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

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

3. SOFTWARE APPLICATION

Not applicable.

4. CONVERSIONS

For data conversions required, the following testing requirements shall apply:

- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces currently planned within the scope of this Contract and their relative assignment. If the need for additional interfaces is identified, they will be addressed under Enhancements, Section 6.

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Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
Infor Global Human Resources	-	Contractor	In-bound interface. Import employee demographic data, including leave balances.
Infor Global Human Resources		Contractor	Out-bound interface. Export approved leave and timecard. (via PR530).
Infor Financials		Contractor	In-bound interface to update accounting/activity codes to be used on schedules/timecards.
Infor Mingle Integration OR SecureAuth/Active Directory Integration		Contractor	Secure access and single sign-on solution to be established utilizing Infor 10 Ming.le (preferred approach) or, alternatively, through direct integration with SecureAuth.
IVR Interface for Schedule and Time/Attendance – 12 ports		Contractor	Interactive voice response capability for users to access/interact with Schedule and Time/Attendance systems via telephone.

A. Interface Responsibilities

- The Contractor Team shall provide the State Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the interface.
- The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- The Contractor Team shall lead the review of functional and technical interface Specifications.
- The Contractor Team shall lead the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Contractor Team shall document the functional and technical Specifications for the interfaces.
- The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Contractor Team shall develop and Unit Test the interface.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.

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- The Contractor Team is responsible for documenting the procedures required to run the interfaces in production.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

6. ENHANCEMENTS/CONFIGURATION/REPORT SUPPORT

Enhancement projects may include, but not be limited to, such activities as: modifications to the software, additional interfaces, system configuration, and/or development of additional reports. Enhancement projects shall follow this process:

- The State will provide a detailed statement of work for the requested Enhancement(s)
- The Contractor shall, at no cost to the State, provide a fixed cost proposal(s) for the Enhancement(s)
- Upon acceptance of the cost proposal, the Contractor shall prepare a detailed design or plan for the Enhancement.
- Upon acceptance of the design/plan, the State will pay 40% of total cost (10% will be held back).
- 50% of the cost will be paid when the Enhancement is delivered to production.
- The hold back 10% will be paid after a 90 day warranty period

Any Enhancements will be defined in Change Orders and accepted by the State.

7. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. Table 7.2 provides preliminary estimates of users by type and department, initial time periods for implementation, and anticipated, average prorating of user license and support fees for each Phase.

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Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Initial Project Planning	2 months	9/15/17	11/15/17
Conduct Project Kickoff Meeting	1 day	11/15/17	11/15/17
Discovery Documents and Analysis of Business Requirements (for all 3 Phases)	3 months	10/1/17	1/15/18
System Design and Procedures Documentation	4 months	11/1/17	2/15/18
Training Plan and Materials	3 months	1/1/18	3/15/18
System Software Configuration and Testing- Phase 1	6 months	1/1/18	6/30/18
System Software Configuration and Testing- Phase 2a&b	7 months	10/1/18	4/31/19
System Software Configuration and Testing- Phase 3	4 months	5/1/19	8/30/19
System Administrator Training	1 month	10/1/17	10/31/17
User Training and Deployment - Phase 1	2 months	7/1/18	8/30/18
User Training and Deployment - Phase 2a&b	4 months	12/1/18	5/31/19
User Training and Deployment - Phase 3	3 months	7/1/19	9/30/19
Implementation Close Out	1 week	12/1/20	12/8/20
System Operations	8 years	7/1/20	6/30/27

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Table 7.2: Preliminary Estimates of Scheduling and Time License Users by Phase
(Assumes October 1st annual purchase/renewal date & pro-rated initial year)

Phase & Department(s)	Scheduling & Time Users	Time Only Users	TOTAL
System Set Up/Configuration/Testing: October 2017 – April 2018 (100% annual license & support fee for FY 2018+)			
Admin Services (Users & Testing/Training)	50	25	75
Phase 1 Implementation: January - June 2018 (FY 2018) (75% annual license & 66% support fee for FY 2018; 100% for 2019)			
Corrections (DOC)	825	0	825
Safety (DOS) - State Police, E911 & Others	675	900	1,575
Phase 1 Subtotal	1,500	900	2,400
Phase 2a Implementation: October – December 2018 (FY 2019) (100% annual license & 80% support fee for FY 2019+)			
DHHS-NHH	600	0	600
DHHS-Glencliff	175	0	175
DHHS-Others	600	1,500	2,100
Phase 2a Subtotal	1,375	1,500	2,875
Phase 2b Implementation: February 2018 - May 2019 (FY 2019) (66% annual license & 50% support fee for FY 2019; 100% for FY 2020)			
Dept of Natural & Cultural Resources	700	650	1,350
Liquor	900	450	1,350
Vet Home	400	0	400
Phase 2b-full year-Subtotal	2,000	1,100	3,100
Phase 3 Implementation: June 2019+ (FY 2019-2020) (25% annual license (July-Sept 2019) + 100% annual license & support fee for FY 2020+)			
DOT- Emergency Svcs & other schedule users	200	0	200
Remaining Exec Branch agencies – time only EXCEPT DOT and excluding Natl Guard	0	3,350	3,350
Legislative Branch	0	100	100
Judicial Branch	0	850	850
Phase 3 Subtotal	200	4,300	4,500
TOTAL	5,125	7,825	12,950

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

Software License and Annual Support Agreement

SOFTWARE LICENSE AGREEMENT made this ___ day of _____, by and between Intellitime Systems Corporation, incorporated under the laws of the State of California, USA ("Licensor") and the State of New Hampshire ("Licensee").

Licensee desires to license certain software programs owned by Licensor for Licensee's own internal use, and Licensor is willing to grant Licensee such a license, subject to the terms and conditions of this Agreement.

In consideration of the license fees to be paid hereunder and for other good and valuable consideration, the parties agree as follows:

1. GRANT OF LICENSE. Licensor grants to Licensee and Licensee accepts, on the terms and conditions set forth herein, a nontransferable, nonexclusive right to use the software programs identified on the attached Schedule 1 ("Programs") and the accompanying end user documentation (the Documentation"; the Programs and the Documentation are collectively referred to herein as the "Software"). Each copy of a Program licensed under this Agreement may only be installed and used on one server at a time, and the Program may only be accessed at any one time by the number of users for which Licensee has paid a license fee. Additional Software may be added to this Software License Agreement through additional Schedules approved by both Licensor and Licensee.

2. USE OF THE SOFTWARE.

2.1. <u>Restrictions on Use</u>. The license granted by Licensor to Licensee to use the Software is subject to the following restrictions:

2.1.1 The Software may be used only by Licensee for its internal business purposes and only for the direct benefit of Licensee.

2.1.2 The Software may be used at any point in time only by the number of persons for whom a license fee has been paid, as specified on Schedule 1; all such use may only be by those persons using the Software for the benefit of Licensee in the course and scope of their employment. Licensee shall be provided with a security code to permit use of the Software by the number of users for whom a license fee has been paid.

2.1.3 Licensee shall use the Software only in its original form, and shall not modify, reverse compile, reverse engineer, disassemble, or translate the Software, except to the extent necessary to permit interoperability between the Software and other software programs, nor shall Licensee create any derivative works or otherwise use the Software except as specifically permitted in this Agreement.

2.1.4 Licensee shall not rent, lease, sublicense, allow access to, or transfer the Software to any other party, by operation of law or otherwise.

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Exhibit J – Software Agreement – Part 3
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2.1.5 Licensee will not export or re-export the Software without first having obtained the appropriate United States or foreign government export licenses; provided, however, that in no event may Licensee export the Software to any country to which export is prohibited by the United States, or to any country which is not a member of either the Universal Copyright Convention or the Berne Convention (a "Member Country"); provided, that any export to a Member Country is only permitted if such Member Country recognizes copyright protection for software.

2.2. Security Devices. Upon delivery of the Software, Licensor will provide to Licensee one or more authorization codes, which codes will allow the Software to be activated and to allow as many users as for which Licensee has purchased licenses to use the Software. Upon payment of additional license fees, Licensee shall be provided with one or more additional authorization codes that will allow for additional users. Licensee will not attempt to defeat, modify, copy, work around or duplicate any security devices protecting the Software.

2.3. Proprietary Rights. The Software is copyrighted material under the laws of the United States and international treaty provisions. Notwithstanding the copyright, the Software contains trade secrets and confidential information of Licensor. Licensee may make a reasonable number of copies in machine-readable form of the Program which is part of the Software, provided that the copies are used only for back-up or archival purposes and that all copies contain the original copyright notice and all Proprietary legends. In addition, Licensee may make the same number of copies of the Documentation as the number of concurrent users for which Licensee has paid a license fee; provided that all copies of the Documentation contain the original copyright notice and all proprietary legends. No other copies may be made of the Software, the Documentation or any part thereof, except as specifically permitted herein.

2.4. Protection of Software . Licensee acknowledges that Licensor represents that the Software and all copies of it, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of Licensor. Licensee further acknowledges that Licensor represents that the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Licensor. Licensee agrees to secure and protect the Software consistent with the maintenance of Licensor's rights in the Software, as set forth in this Agreement. Except as expressly permitted herein, Licensee agrees not to disclose or otherwise make available any part of the Software to any third party on any basis. By accepting this License, Licensee does not become the owner of the Software; Licensor retains all right, title and interest in and to the Software. This section shall survive any termination of this Agreement.

3. SUPPORT AND MAINTENANCE TERMS AND CONDITIONS.

3.1. Provision of Support and Maintenance. Licensee may elect to purchase support and maintenance for the Software as described in this Section 3 by paying Licensor the applicable Maintenance Fees described in herein.

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3.2. Term of Maintenance. Licensor agrees to provide Maintenance (as defined herein) to Licensee pursuant to the terms and conditions set forth herein provided that Licensee pays the Maintenance Fee for each Software product for which Maintenance is desired as further described in Section 3.3 below. The remaining portion of the calendar year after the effective date of this Agreement is the first "Maintenance Period" hereunder; each one-year period thereafter beginning on October 1st during the term of this Agreement for which Licensee has paid the applicable Maintenance Fee is a subsequent "Maintenance Period."

3.3. Maintenance Services. In exchange for the Maintenance Fee, Licensor agrees to provide to Licensee during the term of this Agreement support and maintenance (collectively "Maintenance") as follows:

3.3.1. Support -- Licensor will provide 24/7 access, via phone or email, to the Licensee's technical support. Licensor will provide telephone support to Licensee for current versions of the Software between the hours of 8:30 a.m. and 8:30 p.m., EST, Monday through Friday, excluding holidays. Licensor will investigate all questions and problems of Licensee promptly. Licensee agrees to provide adequate information to Licensor to assist in the investigation and to confirm that any problems have been resolved.

3.3.2. Maintenance -- Licensor will supply to Licensee, at no additional charge, any improvements, upgrades, or modifications to the Software that Licensor makes generally available. Any such improvements, upgrades, or modifications shall become part of the Software for all purposes of this Agreement.

The professional service hours required to install the software and/or new features provided under this section is included in the annual support maintenance and support fee. Licensee agrees to install and test up to two upgrades per year on customer's server.

Major upgrades such as to new server hardware, significant changes to the Financial or Payroll software interfaces and substantial reconfigurations of rules are not covered under the annual support agreement. These services will be quoted and billed at the Future Rates specified under Contract. No billable work will be started without the Licensee's written consent in advance.

3.3.2 Licensee acknowledges and agrees that the Maintenance to be provided by Licensor hereunder is limited to the most current version of the Software and the immediately preceding version.

3.4. Training. Licensee may purchase additional training from Licensor at Licensor's then current fees for training. The date and time of the training shall be scheduled by mutual agreement. All travel, living, and other out-of-pocket expenses incurred by Licensee's employees will be paid by Licensee.

3.5. Exclusions. Licensor's obligation to provide Maintenance is contingent upon proper use of the Software. Moreover, Licensor shall be under no obligation to provide Maintenance should such services be required due to (a) damage occurring in transit; (b) improper installation or operation by Licensee; (c) misuse, abuse or negligent use, repair, alteration or improper storage or any use which does not

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conform to the specific or general instructions of Licensor or to the provisions of the Documentation; (d) any modification or attempted modification of the Software by Licensee or any third party; (e) causes external to the Software or if the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Licensee; or (f) Licensee's failure or refusal to implement software changes recommended by Licensor.

3.6. Consideration. In payment of the services to be provided by Licensor hereunder, Licensee shall pay Licensor on an annual basis a support fee as specified under Contact for each Software program listed on Table 1.3 of this Agreement or such of those Software programs for which Licensee wishes to continue Maintenance ("Maintenance Fee"). Licensor shall invoice Licensee for Maintenance Fees annually, unless either party terminates Maintenance for a subsequent Maintenance Period as provided herein. In addition, Maintenance shall be discontinued for any Maintenance Period for which Licensee fails to pay Licensor's invoice within thirty (30) days after the date of the invoice. All payments to Licensor under this Agreement shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, set-offs or deductions of any nature. In the event that, by prevailing laws of the territory in which Licensee operates, any withholding or other tax may become necessary, Licensee shall pay on its own account such taxes directly to the tax authorities of the territory.

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

1. WARRANTIES

1.1 System

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

1.2 Software

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

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

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

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

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

1.6 Services

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

2. WARRANTY PERIOD

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

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TRAINING SERVICES

The Contractor shall provide the following Training Services for Phases 1, 2, & 3 of implementation.

On-site training with Contractor instructor to include:

- **State-Level System Administrator Operations:** Initial four, ½-day hands-on sessions for State System Administrator(s) on standard system set up, configuration, functionality, options, etc. prior to beginning discussions on system design and configuration for the State.

- **User Training:** A 2-hour lecture/demonstration for up to 100 users/class on timekeeping/ attendance, absence management (leave requests), and schedule access/management.

- **Supervisor:** A 2-hour, hands-on class for supervisors approving time/attendance and absence management records for 10-12 individuals/class.

- **24x7 Dynamic Shift Schedule Administrator:** Full-day hands-on, training and on-site support on roll-out for agency schedule/roster administrators and supervisor/schedulers.

- **Agency-Level System Administrator Operations:** Four, ½-day hands-on sessions for agency time/attendance and absence management administrators (e.g., Payroll and HR Administrators).

- **Reporting:** Hands-on training for administrators/supervisors on running reports.

In addition to these trainings, the Contractor shall provide system manuals for timekeeping and scheduling, including user guides and supervisor guides, as requested by the State. Updated software manuals will be provided contemporaneously with all software upgrades.

The Contractor shall also provide 6 custom videos for user and supervisor training, customized for the State, as well as 1 master electronic and 1 hard copy of training materials for State and agency staff to utilize to provide follow-up trainings.

The Contractor shall offer quarterly Admin 101 webinars for system administrators as follow up support for the duration of the Contract.

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TRAINING SERVICES

Training (Phase 1, 2a & 2b)	# Classes	Anticipated Delivery Months	# People Trained	# Days	Cost
State-level System Administrator Operations (four – 1/2days initial training)	1	+2	4	2	$5,000
Time and Attendance 2 Hour User Demo (100 attendees per demo)	24 28 30	+9-11 +12-14 +15-17	2,400 2,900 3,100	6 7 8	$9,000 $10,500 $12,000
Time and Attendance 2 Hour Supervisor Class (10-12 people/class)	15 15 15	+9-11 +12-14 +15-17	180 180 180	4 4 4	$6,000 $6,000 $6,000
Time and Attendance Administrator Class (each class = four ½-day sessions over 4 days)	2 2 3	+9-11 +12-14 +15-17	20 20 30	8 8 12	$10,000 $10,000 $15,000
Scheduling Administrator & Roll-Out Support (full-day support)	3 3 3	+9-11 +12-14 +15-17	24 24 24	3 3 3	$4,500 $4,500 $4,500
Report Training Class (full-day)	3 3 3	+9-11 +12-14 +15-17	24 24 24	3 3 3	$4,500 $4,500 $4,500
TOTALS		Phase 1			$39,000
		Phase 2a			$38,750
		Phase 2b			$38,750
		TOTAL			$116,500

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AGENCY RFP WITH ADDENDUMS, BY REFERENCE

The Department of Administrative Services' RFP 8002188, Enterprise Scheduling Software issued November 4, 2016, with Addendums, is hereby incorporated by reference as fully set forth herein.

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Exhibit M – Agency RFP with Addendums, by Reference – Part 3
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VENDOR PROPOSAL, BY REFERENCE

IntelliTime Systems Corporation's Proposal to Department of Administrative Services RFP 8002188 Enterprise Scheduling Software dated January 13, 2017 is hereby incorporated by reference as fully set forth herein.

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PART 3 - EXHIBIT O
CERTIFICATES

The following Certificates are attached:

A. Contractor's Certificate of Good Standing

B. Contractor's Certificate of Vote/Authority

C. Contractor's Certificate of Insurance

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PART 3 - EXHIBIT P
TIME CLOCK AND SUPPORT PRICING

The Contractor shall provide Genus II (G-2) Time Clock, including installation, training, and integration with the State's scheduling and time/attendance software, to any entity of the State through separate purchase order. The installation, configuration/system integration, training and deployment of time clocks shall be defined through Change Orders and accepted by the State and shall be coordinated with the implementation of the State's scheduling and time/attendance software at the specific agency and location. The purchase order and Change Order for time clocks shall articulate a scope of work, including timing and coordination of professional services required to configure and integrate time clocks with the State's scheduling and time/attendance software.

Any entity of the State that desires to utilize time clocks in conjunction with the State Enterprise Time/Attendance and Scheduling software, shall work directly with the Contractor to determine the type and quantity of time clocks necessary for their setting. The time clocks allow employees to clock in/out, change job codes, request leave, view their schedule, and more. Time clocks will be interfaced to the IntelliTime time/attendance and scheduling application and automatically update these software systems with employee punch data.

Pricing below includes provision of the specific time clock with battery backup, installation at desired facilities, establishing the interface for the clock to the State's scheduling and time/attendance software, and training of agency administrator staff (following a train-the-trainer model). Annual maintenance fees for the time clocks and interfaces will be charged directly to the agency purchasing the time clocks.

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TIME CLOCK AND SUPPORT PRICING

Table P-1 Time Clock and Support Pricing Worksheet

Type	Initial Per Unit Cost	Per Unit Maintenance Support and Upgrades Cost Per Year										TOTAL COST PER UNIT
		SFY 18	SFY 19	SFY 20	SFY 21	SFY 22	SFY 23	SFY 24	SFY 25	SFY 26	SFY 27	
Biometric with battery backup	$2,515	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$5,015
Proximity with battery backup	$2,205	$235	$235	$235	$235	$235	$235	$235	$235	$235	$235	$4,555
Bar Code/Mag Stripe with battery backup	$1,960	$235	$235	$235	$235	$235	$235	$235	$235	$235	$235	$4,310
Interface (per clock)	$495	$99	$99	$99	$99	$99	$99	$99	$99	$99	$99	$1,485 (per clock)

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SAAS CONTRACT 8002188
PART 3 - EXHIBIT Q
ENHANCEMENT PROJECTS AND PRICING

Enhancement projects may requested by the State or any entity of the State. Enhancements will be defined in Change Orders and accepted by the State. Enhancement projects may include, but not be limited to, such activities as: modifications to the software, additional interfaces, system configuration, and/or development of additional reports. The following procedures shall be followed for an Enhancement Project:

- The State will provide a detailed statement of work for the requested Enhancement(s)
- The Contractor shall, at no cost to the State, provide a fixed cost proposal(s) for the Enhancement(s) utilizing vendor rates from Table 1.3: Future Vendor Rates Worksheet, in Part 3- Exhibit B: Price and Payment Schedule.
- Upon acceptance of the cost proposal, the Contractor shall prepare a detailed design or plan for the Enhancement.
- Upon acceptance of the design/plan, the State will pay 40% of total cost (10% will be held back).
- 50% of the agreed to fixed price will be paid upon delivery of the Enhancement into production.
- The hold back 10% will be paid after a 90 day warranty period following successful use of the Enhancement in production.

Enhancements projects may be needed to address issues such as: new/modified union contract requirements; upgrades/modifications of interfaced systems; agency-specific data conversion or migration; development of additional standard reports to comply with new state or federal reporting requirements, and providing interfaces to additional agency systems (e.g., fixed asset inventory, fleet management systems).

Enhancement projects may be pursued under the Contract or through a separate purchase order depending on the nature of the Enhancement and its applicability to one or more State agencies. Agency-specific Enhancement projects may be purchased under this Contract using separate Agency funding following the same process outlined herein for Enhancements and Change Orders, and pursued in coordination with the State's overall system implementation.

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EXHIBIT Q: Enhancement Projects and Pricing
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CONTRACTOR THREE PHASE COMBINED PRICING

IntelliTime 5.0 Pricing Model for State of New Hampshire - IntelliTime Hosted SaaS Option

Phase 1 Pricing

Pricing Valid for 180 days from: 7/7/2017
Quoted Pricing

Required Products and Services

Part Number	Number of Units	Product Description	Per Unit Pricing (If Applicable)	Services	Annual Licensing	Hardware	Annual Support And Hosting
2141-SAAS	1	IntelliTime SQL Server 2014 Database - Enterprise License *FTP, Import Data, Payroll Editing Reports* *Electronic Signatures, Audit Trail, Rule Engine*			$3,297		$7,500
	3	Interfaces to Infor Human Resources/Payroll System *Import Employee, HR and Leave Accrual Information each Pay Period* *Import Account Codes from Accounting module, Export Timecards*	$1,785 Per Interface		$5,358		$3,900
9500-SAAS	1	IntelliTime Active Directory Integration - Single Sign On *Can use network sign in to log in to Scheduling and Timekeeping*			$1,236		$1,295
3195-SAAS	13500	VTI User Licenses *Per Year Per User - Includes (2) Bi-Weekly Timecards, Leave Request, Swap Request,* *Prior Period Adjustment Forms, Support for Time Clocks*	$12 Per Year		$166,868		$121,500
SMART-P-SAAS	13500	IntelliTime SmartPunch Mobile Punch App *Per Year Per User - Allows employees to punch in and out, change Pay Codes from* *Android and Apple smartphones*	*Included with* *VTI User License*				
5013	3000	Professional Support Hour Budget - Timekeeping - 720 Day Implementation Project *Per Hour - Custom Test Plan, Pay Rules, Pay Codes, OT, FMLA, ACA, Leave Accrual Rules,* *Employee Schedules, Test Systems Interface to Payroll System*	$155 Per Hour	$465,000			
5014	2200	Project Management - Timekeeping - 720 Day Implementation Project *Per Hour - project management during implementation of chosen solution(s)*	$170 Per Hour	$374,000			
6200-SAAS	6060	VTI Dynamic Staff Scheduling Module User Licenses *Per Year Per User - 24 x 7 Shift Scheduling and Hiring Per User License* *Advanced Scheduling for State Employees*	$22 Per Year		$134,829		$109,080
5013	1250	Professional Support Hour Budget - Scheduling - 720 Day Implementation Project *Per Hour - Define Shift Templates, Jobs, Skills, Hiring Lists* *Shift Statuses - Link to Timecard*	$155 Per Hour	$193,750			

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Part Number	Number of Units	Product Description	Per Unit Pricing (If Applicable)	Services	Annual Licensing	Hardware	Annual Support
5014	300	Project Management - Scheduling - 180 Day Implementation Project *Per Hour - Project management during implementation of chosen solution(s)*	$170 *Per Hour*	$51,000			
G2-BIO	1	IntelliTime G-2 Time Clock with 320 x 240 Backlit Display - Biometric Reader *Per Clock - Allows employees to punch in and out, change Jobs, Departments, Request Leave and Sign Timecard*	$2,515 *Per Clock*			$2,515	$250
8000	1	IntelliTime Time Clock Interface Application - Per Time Clock *Per Clock - Software interface between clock and IntelliTime timekeeping system*	$495 *Per Clock*			$495	$99
5210-SAAS	1	IntelliTime IVR Interface Schedule Hiring Telephone Timekeeping 12 ports *Automated shift scheduling call-outs, leave requests/sick call-ins, punches in/out via telephone*			$4,119		$2,995
6230	60	IntelliTime Training Time and Attendance Class (Users, Supervisors) *Per day - on-site at user Agency, including on-site support during Agency roll out to live operation.* *Up to Four Classes per day can be scheduled to train Users and Supervisors* *VTI Supervisor Class - Classroom Training, 10-12 Attendees* *One hour and forty five minute hands on class w/ handouts* *VTI User Class - Auditorium Demonstration, 100 Attendees* *One hour and forty five minute instructional demo w/ handouts*	$1,500 *Per Day*	$90,000			
6210	8	VTI Time and Attendance Administrator Class (Payroll Clerks, Payroll Supervisors) *Four half day, on-site at user Agency, including on-site support during Agency roll out to live operation.*	$5,000 *Per Four half-day class block*	$40,000			
6220	20	VTI Schedule Administrator Class (Schedulers, Schedule Admins, Supervisors) *Per day, on-site at user Agency, including on-site support during roll out to live operation.*	$1,500 *Per Day*	$30,000			
	1	System Enhancements (Per Year)					100000
HOSTING	1	Cloud Hosting *Per Month - cloud hosting services*					$144,000
	1	Rackspace Managed Security					$90,000
ESCROW	1	Software Escrow					$1,000
		System Totals		$1,243,750 $581,619	$315,706	$3,010	

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CONTRACTOR THREE PHASE COMBINED PRICING

Configuration, Training, Project Management	$1,243,750		
Annual Software Licensing	$315,706	$26,309	Monthly on an Annual Contract
Time Clock Hardware Purchase	$3,010		
Annual Hosting and Support	$581,619	$48,458	Monthly on an Annual Contract
Combined System Totals	$2,144,085		

Payment Schedule

25% Contract Signing and	$536,021	
Delivery of Software Licenses		
10% Project Planning, Initial Knowledge Transfer	$214,408	
and Process Analysis/System Design		
20% System Build	$428,817	
(Including Conversion/Configuration/Enhancements)		
20% Training - Completion of Administrator/Scheduler Trai	$428,817	
15% Testing - Two Pay Period Parallel Test Complete	$321,613	
10% Final Acceptance - Two Pay Periods Live	$214,408	

100% Year 1 Cost	$2,144,085

Year 2 Cost	$897,325
Year 3 Cost	$897,325
Year 4 Cost	$897,325
Year 5 Cost	$897,325
Year 6 Cost	$897,325
Year 7 Cost	$897,325
Year 8 Cost	$897,325
Year 9 Cost	$897,325
Year 10 Cost	$897,325
Ten Year Total:	$10,220,007

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FINAL COST AND DELIVERABLE PRICING WORKSHEET

Scheduling Software Costs Implementation (SFY 2018-2019)	# units	Services	Annual License	Annual Support	TOTAL	Assumptions/Notes
SQL Server 2016 Database - Enterprise License - Year 1			$ 3,297	$ 7,500	$ 10,797	Oct 1 annual term start date
SecureAuth-Active Directory Integration - Single Sign On - Year 1			$ 1,236	$ 1,295	$ 2,531	
Interfaces to Infor HR/Payroll/Financial - Year 1			$ 5,355	$ 3,900	$ 9,255	
IVR Scheduling Interface - 12 ports - Year 1			$ 4,119	$ 2,995	$ 7,114	Oct 1 annual term start date
Cloud Hosting - Year 1	0.334		$ 48,096		$ 48,096	Oct 1 annual term start date; 1/3 of full cost in year 1 phase 1
Software Escrow - Year 1			$ 1,000		$ 1,000	
Phase 1 Implementation (Scheduling & Timekeeping Project Management and Prof Services)		$ 500,000			$ 500,000	
Year 1 (Phase 1) Enhancements/Configuration Support (at State's option)		$ 150,000			$ 150,000	State's option
Phase 1 Training - User/Supervisor (per day = 4 classes/day; 100 staff/user train; 12 staff/supervisor train)		$ 15,000			$ 15,000	
Phase 1 Training - Time Administrator (four 1/2 days/class)		$ 15,000			$ 15,000	
Phase 1 Training - Schedule Administrator (full-day)		$ 4,500			$ 4,500	
Phase 1 Training - VTI Report Training (full day)		$ 4,500			$ 4,500	added optional training
Phase 1 Testing/Configuration Timeclocks, Interface, and Annual Support			$ 6,020	$ 698	$ 6,718	
Year 1 Configuration & Testing VTI & Mobile Punch User Licenses & Support	75		$ 927	$ 675	$ 1,602	100% Oct 1 annual term start date
Year 1 Configuration & Testing Scheduling Module User License & Support	50		$ 1,112	$ 900	$ 2,012	100% Oct 1 annual term start date
Year 1 Phase 1 VTI & Mobile Punch User Licenses & Support	2,400		$ 22,248	$ 14,256	$ 36,504	assumes 75% of license and 66% support
Year 1 Phase 1 Scheduling Module User License & Support	1,500		$ 25,020	$ 17,820	$ 42,840	
Year 2 Phase 1 VTI & Mobile Punch User Licenses & Support	2,400		$ 29,664	$ 21,600	$ 51,264	full annual cost for Year 2 (for Phase 1 implemented in Year 1)
Year 2 Phase 1 Scheduling Module User License & Support	1,500		$ 33,360	$ 27,000	$ 60,360	
SQL Server 2016 Database - Enterprise License - Year 2			$ 3,297	$ 7,500	$ 10,797	
SecureAuth-Active Directory Integration - Single Sign On - Year 2			$ 1,236	$ 1,295	$ 2,531	
Interfaces to Infor HR/Payroll/Financial - Year 2			$ 5,355	$ 3,900	$ 9,255	
IVR Scheduling Interface - 12 ports - Year 2			$ 4,119	$ 2,995	$ 7,114	full year
Cloud Hosting - Year 2	0.75		$ 108,000		$ 108,000	3/4 full cost in Year 2/due to phasing implementation
Software Escrow - Year 2	1		$ 1,000		$ 1,000	

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FINAL COST AND DELIVERABLE PRICING WORKSHEET

| Scheduling Software Costs Implementation (SFY 2018-2019)	# units	Services	Annual License	Annual Support	TOTAL	Assumptions/Notes
Phase 2a Implementation (Scheduling & Timekeeping Project Management and Prof Services)		$ 200,000			$ 200,000	
Phase 2b Implementation (Scheduling & Timekeeping Project Management and Prof Services)		$ 200,000			$ 200,000	
Year 2 (Phase 2 & 3) Enhancements/Configuration Support (at State's option)		$ 150,000			$ 150,000	State's option
Phase 2a/b Training - User/Supervisor (per day = 4 classes/day; 100 staff/user train; 12 staff/supervisor train)	23	$ 34,500			$ 34,500	
Phase 2a/b Training - Time Administrator (2 days/class)	5	$ 25,000			$ 25,000	
Phase 2a/b Training - Schedule Administrator (full-day)	6	$ 9,000			$ 9,000	assumes 1 day/agency
Phase 2a/b Training - VTI Report Training (full day)	6	$ 9,000			$ 9,000	added 1 day/agency
Year 2 Phase 2a VTI & Mobile Punch User Licenses & Support	3,875		$ 35,535	$ 20,700	$ 56,235	applies 100% annual license and 80% support cost with early year 2 implementation
Year 2 Phase 2a Scheduling Module User License & Support	1,375		$ 30,580	$ 19,800	$ 50,380	
Year 2 Phase 2b VTI & Mobile Punch User Licenses & Support	3,100		$ 25,518	$ 13,950	$ 39,468	applies 66% annual license and 50% support cost with later year 2 implementation
Year 2 Phase 2b Scheduling Module User License & Support	2,000		$ 29,624	$ 18,000	$ 47,624	
Phase 3 Implementation (Timekeeping Project Management and Prof Services)		$ 180,000			$ 180,000	State's option
Training - User/Supervisor (per day = 4 classes/day; 100 staff/user train; 12 staff/supervisor train)	0	$ -			$ -	Train-the trainer approach; state does Phase 3 training
Phase 3 Training - Time Administrator (four 1/2 days/class)	0	$ -			$ -	
Phase 3 Training - VTI Report Training (full day)	0	$ -			$ -	
Year 2 Phase 3 VTI & Mobile Punch User Licenses & Support	4,500		$ 13,905	$ 10,125	$ 24,030	applies 25% annual license and support cost with late year 2 implementation
Year 2 Phase 3 Scheduling Module User License & Support	700		$ 1,112	$ 900	$ 2,012	applies 25% annual license and support cost with late year 2 implementation
Implementation TOTAL		$ 1,496,500	$ 440,735	$ 197,804	$ 2,135,039	Includes potential enhancement $

**clocks (and clock interface/support) to be purchased separately (under this contract) by those agencies that want to use them; therefore not included above.

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Annual Cost (SFY 2020-2027) (assuming full implementation)	# units	Services	Annual License	Annual Support	TOTAL	
Cloud Hosting	1		$ 144,000		$ 144,000	
Software Escrow	1		$ 1,000		$ 1,000	
SQL Server 2016 Database - Enterprise License	1		$ 3,297	$ 7,500	$ 10,797	
Active Directory/SecureAuth Integration - Single Sign On	1		$ 1,236	$ 1,295	$ 2,531	
Interfaces to Infor HR/Payroll/Financial	3		$ 5,355	$ 3,900	$ 9,255	
IVR Scheduling Interface - 12 ports	1		$ 4,119	$ 2,995	$ 7,114	
Annual VTI & Mobile Punch User Licenses & Support	12,950		$ 160,062	$ 116,550	$ 276,612	
Annual Scheduling Module User License & Support	5,125		$ 113,980	$ 92,250	$ 206,230	
Annual Enhancements/Configuration Support (at State's option)		$ 150,000			$ 150,000	
Annual Review/Exh Meeting					2000	
TOTAL (per year)					$ 809,539	Includes $150k/yr enhancement S

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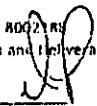
STATE OF NEW HAMPSHIRE
DEPARTMENT of ADMINISTRATIVE SERVICES
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FINAL COST AND DELIVERABLE PRICING WORKSHEET

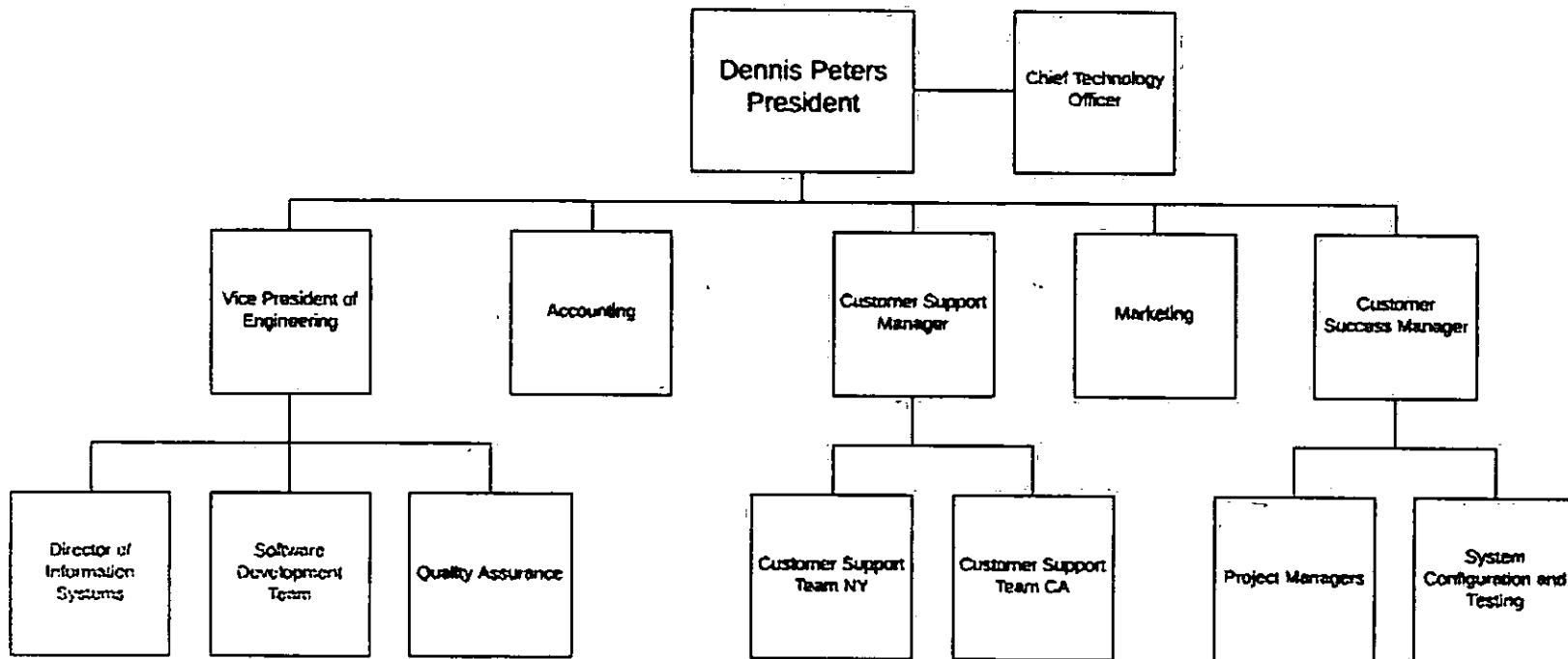| Unit Costs	Annual License	Annual Support	Services
Software Escrow		$ 1,000	
Hosting		$ 144,000	
Timekeeping (VTI) User	$ 12.36	$ 9.00	
Scheduling User	$ 22.24	$ 18.00	
Enterprise License - Application SQL Server	$ 3,297	$ 7,500	
Interface (1)	$ 1,785	$ 1,300	
SecureAuth/Active Directory Interface	$ 1,236	$ 1,295	
IVR Interface and ports (12)	$ 4,119	$ 2,995	
Timeclock (biometric) & Interface	$ 3,010	$ 349	
Phase 1 Project Management & Prof Services for Implementation			$ 500,000
Phase 2a Project Management & Prof Services for Implementation			$ 200,000
Phase 2b Project Management & Prof Services for Implementation			$ 200,000
Phase 3 Project Management & Prof Services for Implementation			$ 180,000
Per Year Enhancement/Config Support (State's option)			$ 150,000
Time/attend user training (per day rate, 4 classes/day)			$ 1,500
Time administrator class (per class rate, four 1/2 days/class)			$ 5,000
Schedule administrator class (per full day on-site)			$ 1,500
VTI Report training (per full-day on-site)			$ 1,500
Annual review/contract exit mtg			$ 2,000

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FINAL COST AND DELIVERABLE PRICING WORKSHEET

Item #	Activity, Deliverable, or Milestone	Allocation of Project Management and Technical Services Costs Across Deliverables by Phase			
		Phase 1	Phase 2a	Phase 2b	Phase 3
PROJECT PLANNING, MANAGEMENT, AND DOCUMENTATION					
1	Initial Project Planning Meeting	3%			
2	Draft Workplan and Project Management Documents for Phase 1	2%			
3	Acceptance Criteria for Deliverables	7%			
4	Phase 1 Workplan and Project Management Documents	14%			
5	Conduct Project Kickoff Meeting	4%			
6	Project Management & Project Status Reports	15%	20%	20%	20%
7	Discovery Documents, Including Timekeeping Rules Matrix, and Analysis of Business	13%			
8	Data and User Security Plan and Procedures	5%			
9	System Design and Test Plan	6%			
10	Operations Support Plan and Procedures	3%			
11	Comprehensive Training Plan, Materials/SOPs, and Curriculum	3%			
12	Phase 2a Workplan and Project Management Documents		5%		
13	Phase 2b Workplan and Project Management Documents			5%	
14	Phase 3 Workplan and Project Management Documents				5%
SYSTEM SOFTWARE CONFIGURATION AND TESTING					
15	Initial system set up: IntelliTime SQL Server 2016 Database - Enterprise License and Annual Support and Escrow (Year 1)				
16	Year 1 System Hosting Fee (Phase 1 only)				
17	Software Configured to Satisfy State Requirements (Year 1)	20%			
18	Functioning In- and Out-bound Infor & SecureAuth Interfaces – License and Annual Support (Year 1)				
19	IVR 12-port Interface (Year 1)				
20	Develop/Test Required Reports (Phase 1)	5%			
21	System Testing and Acceptance –Functionality and Security (Phase 1)	9%			
22	Year 2 System Hosting Fee (Pro-rated)				
23	IntelliTime SQL Server 2016 Database & Interfaces - Enterprise License, Interface Licenses & Annual Support and Escrow (Year 2)				
24	Software Configured/Reports Developed/System Tested to Satisfy State Requirements (Phase 2a)		73%		
25	Software Configured/ Reports Developed/System Tested to Satisfy State Requirements (Phase 2b)			73%	
26	Software Configured/ Reports Developed/System Tested to Satisfy State Requirements (Phase 3 - at State's Option)				73%
SOFTWARE LICENSES, TRAINING, AND DEPLOYMENT					
27	Testing and Configuration Licenses (50 schedule/25 time only) & Time Clocks (2)				
28	Technical System Administrator Training (DAS staff)				
29	Phase 1 User Licenses (full-year users only, pro-rated @75%)				
30	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators – Phase 1				
31	Phase 1 User Annual Support at "Go Live" (pro-rated @66%)				
32	Phase 1 – Year 2 User License and Support (100%)				
33	Project Evaluation – Phase 1	2%			
34	Phase 2a User Licenses (full-year users only, 100%)				
35	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators – Phase 2a				
36	Phase 2a User Annual Support at "Go Live" (pro-rated @80%)				
37	Project Evaluation – Phase 2a		2%		
38	Phase 2b User Licenses (full-year & seasonal users, pro-rated @66%)				
39	Conduct Functional Training on Time (VTI), Scheduling, and VTI Reporting for Users and Agency Administrators – Phase 2b				
40	Phase 2b User Annual Support at "Go Live" (pro-rated @50%)				
41	Project Evaluation – Phase 2b			2%	
42	Phase 3 User Licenses (full-year users, pro-rated @25%) - at State's Option				
43	Support Functional Training on Time (VTI) and VTI Reporting for Users and Agency Administrators – Phase 3				
44	Phase 3 User Annual Support at "Go Live" (pro-rated @25%)				
45	Implementation Project Evaluation/Close-Out				2%
		100%	100%	100%	100%

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CONTRACTOR ORGANIZATIONAL CHART

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                    ┌─────────────────┐        ┌──────────────────┐
                    │  Dennis Peters  │────────│ Chief Technology │
                    │    President    │        │     Officer      │
                    └─────────────────┘        └──────────────────┘
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Vice President of Engineering	Accounting	Customer Support Manager	Marketing	Customer Success Manager

| Director of Information Systems | Software Development Team | Quality Assurance | | Customer Support Team NY | Customer Support Team CA | | Project Managers | System Configuration and Testing |

EXHIBIT T: Contractor Organizational Chart
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STATE OF NEW HAMPSHIRE
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ATTACHMENTS

A. Contractor's Certificate of Good Standing

B. Contractor's Certificate of Vote/Authority

C. Contractor's Certificate of Insurance

D. IntelliTime Technical Response and Cost Proposal to DAS RFP 2017-020