



New Hampshire Fish and Game Department

YOK
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HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-5829

wildnh.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

April 16, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Sovereign Sportsman Solutions, LLC, (S3) Nashville Tennessee, vendor code #230940, in the amount of \$110,000 for an Event Management and Online Internet Licensing Sales system effective upon Governor and Council approval through June 30, 2024. Funding is 54% Federal, 23% Agency Income (Game Management Funds) and 23% Fish and Game Funds.

Funding for this contract is available in the Hunter Education, Game Management and Licensing accounts contingent upon availability and continued appropriations for State Fiscal Years 2020, 2021, 2022, 2023 and 2024 as follows:

03 75 75 751020 21210000-Public Info & Conservation Edu-Hunter Education Program					
	<u>FY2020*</u>	<u>FY2021*</u>	<u>FY2022*</u>	<u>FY2023*</u>	<u>FY2024*</u>
20-07500-21210000-020-500252 Current Expense	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
03 75 75 751520 21580000-Wildlife Program-Game Management					
	<u>FY2020*</u>				
20-07500-21580000-020-500252 Current Expense	\$25,000				
03 75 75 750520 21180000-Administrative Support-Licensing					
	<u>FY2020*</u>	<u>FY2021*</u>	<u>FY2022*</u>	<u>FY2023*</u>	<u>FY2024*</u>
20-07500-21180000-102-500731 Contracts for Prog. Svcs.	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	\$42,000	\$17,000	\$17,000	\$17,000	\$17,000

*Pending Budget Approval

EXPLANATION

Currently the NHFG generates general hunting and fishing licenses, Off Highway Recreational Vehicle (OHRV) registrations, hunt lotteries, Harvest Information Program (HIP) surveys, Hike Safe cards and Hunter Education Certificates electronically. The New Hampshire Fish and Game Department's current Online Licensing system contract expires June 30, 2019. In addition to the current system, the Department is also adding Wildlife Harvest Information Reporting. Approval of this contract will allow the NHFG to continue Internet based sales of hunting and fishing licenses, OHRV registrations, hunt lotteries HIP surveys, sales of Hike Safe cards, Hunter Education event management and introduce online Wildlife Harvest Reporting.

The Office of Information Technology has approved this contract, DoIT No. 2019-031.

Respectfully submitted,

Glenn Normandeau
Executive Director

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

Kathy Ann LaBonte
Chief, Business Division

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

Bid Page

Sovereign Sportsman Solutions, LLC
4336 Kenilwood Drive
Nashville, TN 37204

\$110,000

Kalkomey Enterprises, LLC
14086 Proton Rd.
Dallas, TX 75244

Incomplete Proposal



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

Denis Goulet
Commissioner

March 5, 2019

Glenn Normandeau, Executive Director
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, NH 03301-6500

Dear Director Normandeau:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Sovereign Sportsman Solutions, of Nashville, TN, for an Event Management & Online Internet Licensing Sales System as described below and referenced as DoIT No. 2019-031.

This software solution will allow license/Off Highway Recreational Vehicle (OHRV) agents to enter customer data through hardware and software at their location, print out the license or OHRV registration and issue to the buyer. The solution will also include an Internet sales subsystem which will allow individuals to purchase and print hunting/fishing licenses, Hike Safe cards and apply for lotteries from home 24/7 using a credit card for payment. The License /OHRV Registration POS and Internet Sales system will be paid for by transaction fees, which are passed on to the customer.

The system will also include a Conservation Education System, Deer/Turkey Harvest Information System and a Harvest Information Program.

The amount of the contract is not to exceed \$110,000 and shall become effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/ik
cc: Susan Perry, NH Fish and Game

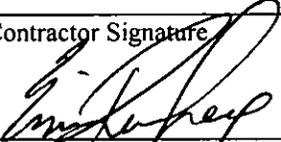
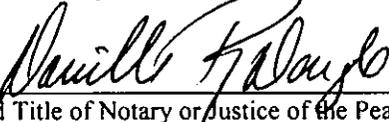
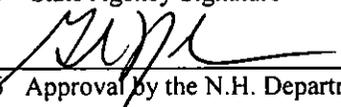
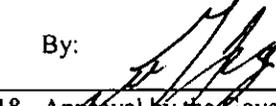
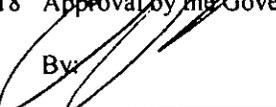
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Sovereign Sportsman Solutions, LLC		1.4 Contractor Address 4336 Kenilwood Drive. Nashville, TN 37204	
1.5 Contractor Phone Number 615-610-3761	1.6 Account Number 20-07500-21210000-500252 20-07500-21580000-500252 20-07500-21180000-502507	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$110,000.00
1.9 Contracting Officer for State Agency Glenn Normandeau		1.10 State Agency Telephone Number 603 271-2741	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Richey, Chief Executive Officer	
1.13 Acknowledgement: State of <u>Tennessee</u> , County of <u>Davidson</u> On <u>March 18, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Danielle R. Daigle, Office Manager</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/24/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			



Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Sovereign Sportsman Solutions, LLC

4336 Kenilwood Drive Nashville, TN 37204

NEW HAMPSHIRE
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Eric Richey, hereby certify that:
(Name of Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am a Manager of the Company of Sovereign Sportsman Solutions, LLC.
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Sovereign Sportsman Solutions, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Eric H. Richey
(Contract Signatory - Signature)

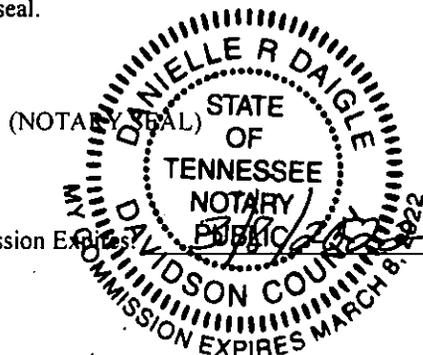
April 5, 2019
(Date)

STATE OF Tennessee
COUNTY OF Davidson

On this the 5th day of April 2019, before me Danielle R. Daigle,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Eric H. Richey, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Danielle R. Daigle
(Notary Public / Justice of the Peace - Signature)

Commission Expires: _____

STATE OF NEW HAMPSHIRE
New Hampshire Fish and Game Department
CONTRACT 2019-031
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: NH Fish and Game Department	
Contract Number/Name: 2019-031 NH Fish and Game Department License/OHRV and Event Manager System	
Contract Purpose: To procure a system to allow the Fish and Game Department to issue our licenses through a Pos and Internet site and our OHRV Registrations through POS site; also allowing online registration program for Event Manager and Hunter Education.	
Name of Vendor: Sovereign Sportsman Solutions	Who Negotiated the Contract: NH Fish and Game Department
Amount of Contract: \$110,000.00	Funding Source: NH Fish and Game Funds
Term of Contract: 5 years	Is this an amendment? No
Competitive Bid Process: (Explain if "No") Yes	
Background Information: The majority of the New Hampshire Fish and Game Department's revenue comes from fishing and hunting license fees. These licenses are sold through an Internet site and on a Point of Sale system with contracted license and OHRV registration agents.	
Special Concerns:	
Amendment History (if applicable):	
Submitted By: Susan Perry	Current Date: 01/14/19
Phone: 271-6832	Email: susan.perry@wildlife.nh.gov

Contractor Initials: SP
Date: 1/12/19

STATE OF NEW HAMPSHIRE
New Hampshire Fish and Game Department
CONTRACT 2019-031
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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Contractor Initials: *JK*
Date: 4/12/19

STATE OF NEW HAMPSHIRE
New Hampshire Fish and Game Department
CONTRACT 2019-031
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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 <i>under the Contract</i>
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

Contractor Initials: SM
Date: 4/12/19

STATE OF NEW HAMPSHIRE
New Hampshire Fish and Game Department
CONTRACT 2019-031
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

	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: <i>Contract Management</i>)
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; <i>Written Documentation</i> - missing significant portions of information or

Contractor Initials: SK
Date: 4/12/19

STATE OF NEW HAMPSHIRE
New Hampshire Fish and Game Department
CONTRACT 2019-031
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

	<p>unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
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.

Contractor Initials:
Date: 4/12/19

STATE OF NEW HAMPSHIRE
New Hampshire Fish and Game Department
CONTRACT 2019-031
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
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

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	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

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	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	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 New Hampshire Fish and Game Department

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	11 Hazen Drive 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 <u>RSA Chapter 91-A</u>
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 1 st through June 30 th 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.

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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.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Fish and Game Department ("State"), and Sovereign Sportsman Solutions, a Corporation, ("Contractor"), having its principal place of business at 4336 Kenilwood Drive, Nashville TN 37204.

S3 provides Automated eGovernment Services.

RECITALS

Whereas the State desires to have the Contractor provide a unique state solution for New Hampshire to issue Licenses, OHRV Registrations, Event Management, and associated Services for the State;

Whereas the Contractor wishes to provide a unique state solution for New Hampshire to issue Licenses, OHRV Registrations, Event Management, and associated Services for the State;

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement 2019-031 is comprised of the following documents:

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

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1.2 ORDER OF PRECEDENCE

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

- a. State of New Hampshire, Fish and Game Department, Contract Agreement 2019-031 including Parts 1, 2, and 3.
- b. State of New Hampshire, Fish and Game Department RFP 2019-031.
- c. Vendor Proposal Response to RFP 2019-031 dated December 8, 2018.

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, 2024. The Term may be extended up to June 30, 2029 ("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.

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 P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

Table F-3.1a: License / OHRV Agent POS and License Transaction Fees Worksheet

POS License / OHRV Transaction Fees Cost – For each customer transaction (regardless of the number of license types per license form) and per Registration Certificate the vendor may propose a transaction fee.					
Proposed POS Transaction Fee for both License/OHRV Agents (fees are paid by the customer) :					
	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per Transaction	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00

Table F-3.1b: License Internet Transaction Fees Worksheet

Internet License Sales Cost – For each customer transaction (regardless of the number of license types per license form) the vendor may propose a transaction fee.
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As the Internet license provider, the Vendor will be considered a License Agent of the Department. As such, in addition to the proposed transaction fee the Vendor will retain \$1 for the sale of certain licenses. These licenses are listed in Appendix I.					
Proposed Internet Transaction Fee (does not include the \$1 Agent Fee – fees are paid by the customer):					
Credit Card Fee (% of total transaction – may be added to customer charge):					
	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per Transaction	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75
Credit Card %	2.5%	2.5%	2.5%	2.5%	2.5%

Table F-3.2: Hip Program Fees Worksheet

HIP Program – The Harvest Information Program (HIP) surveys are a prerequisite for the issue of certain licenses. HIP permits may be issued three different ways. The customer may complete the HIP survey over the internet in conjunction with the purchase of a hunting license, the customer may complete just the HIP survey over the internet, or the customer may complete the survey by phone with Vendor personnel. The cost for administering these surveys must be detailed below.

	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Per Phone Transaction	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Cost per Internet Transaction (HIP only)	\$.50	\$.50	\$.50	\$.50	\$.50
Cost per Internet Transaction w/license purchase	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. 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.

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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:

Eric Richey,
CEO, Sovereign Sportsmans Solutions
4336 Kenilwood Drive, Nashville, TN 37204
Tel: 615-610-3761
erichey@s3gov.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 Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed 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 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

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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.

4.2.4 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 the Contractor Project Manager meeting the requirements and terms of the Contract.

4.2.5 CONTRACTOR Project Manager is:

Shawwna Forck
Sr. Project Manager
4336 Kenilwood Drive, Nashville, TN 37204
Tel: 573-821-2935
sforck@s3gov.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

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background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare 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, subject to providing notice and allowing for the Cure Period.

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

The Contractor's Key Project Staff:

<u>Key Member(s)</u>	<u>Title</u>
Randall Forsha	CTO, Sr Systems Architect
Josh Richardson	Sr. Business Analyst
Matt Rooks	Sr Developer

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:

Kathy A. LaBonte
Business Administration, Chief
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, NH 03301
Tel: 603-271-2741
Fax: 603-271-5829
Email: Kathy.LaBonte@wildlife.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

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g. Managing stakeholders' concerns.

The State Project Manager is:

Susan Perry
Licensing/OHRV Registry Supervisor
11 Hazen Drive
Concord, NH 03301
Tel: 603-271-6832
Fax: 603-271-5829
Email: Susan.Perry@wildlife.nh.gov

State Project Staff: Event Manager Program – Laura Ryder, Hunter and Aquatic Ed Supervisor
Wildlife Harvest Program – Kent Gustafson – Wildlife Program Supervisor

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 Contracted Vendor 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*.

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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*.

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*.

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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 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.

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

9. CHANGE ORDERS

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

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

All Change Order requests from 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 Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. the Contracted Vendor shall license back to the State 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 Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

Contractor initials: *SD*
Date: 4/12/19

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10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demandor upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (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, 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, etc.>, 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.

Contractor Initials: EK
Date: 4/12/19

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10.6 SURVIVAL

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

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, 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.

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Date: 4/12/19

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11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Inssofar 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 inssofar 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.

Contractor/Initials: *al*
Date: 4/2/19

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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 Vendor 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 subject to the Cure Period.

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

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- 13.4.1** Upon termination of the Contract, after the Cure Period, 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. Make available to the State 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. Not take any action to intentionally erase any State data.
 - 1. In the event of termination of any services or agreement in 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. 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;

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- h. Securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, 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 immediately terminate 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.

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Date: 4/12/19

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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	Sovereign Sportman Solutions	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Shawna Forck Project Manager	Susan Perry State Project Manager (PM)	5 Business Days
First	Eric Richey CEO	Glenn Normandeau Director	10 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 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.

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- 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

EMail 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 understand and agree that use of email shall follow State standard policy (available upon request).

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

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

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PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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:
SOVEREIGN SPORTSMAN
SOLUTIONS
4336 KENILWOOD DRIVE
NASHVILLE, TN 37204
TEL: (615)610-3761
EMAIL: ERICHEY@S3GOV.COM

TO STATE:
STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
11 HAZEN DRIVE
CONCORD, NH 03301
TEL: (603)271-6832
SUSAN.PERRY@WILDLIFE.NH.GOV

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.

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- b. All data obtained by the Contractor in the performance of this contract 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.
- c. 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.
- d. 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 the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this proposal 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 within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the 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.

- 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

Contractor Initials: 2R
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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 NH RSA 359-C:19-C:20, all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$148 per record/person) in the most recent "Cost of a Data Breach Study: Global Overview" published by the Ponemon Institute 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.

Contractor Initials: gr
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PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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 (to be determined at the contract time and included in the SLA) 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

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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.

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**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING/OHRV/EVENT MANAGEMENT SYSTEM
CONTRACT 2019-031
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES**

a. Problem Statement

Currently the NH Fish and Game Department generates general hunting and fishing licenses, OHRV registrations, hunt lotteries, Harvest Information Program (HIP) surveys, Hike Safe cards and Hunter Education Certificates issued electronically. These are generated by a Point of Sale (POS) system and/or Internet. Access is web based and hardware is not supplied to License/OHRV POS agents. The current contract ends on June 30, 2019. The Department would like to add on to this system, the following non-mandatory component: Wildlife Harvest Information Reporting. All subsystems, both mandatory and non-mandatory will be billed separately.

b. Goals

The State of New Hampshire, Fish and Game Department, would like to procure a modular software system with several components. The main systems will allow the Fish and Game Department to issue licenses and through both a POS system and Internet sales system; OHRV Registrations through a POS system and an online registration program for Event Management and Hunter certification. Other components are a Wildlife Harvest reporting system.

c. Project Overview

This software solution will allow license/OHRV agents to enter customer data through hardware and software at their location, print out the license or OHRV registration and issue to the buyer. It will also have an Internet sales subsystem developed and the whole system will be hosted by one vendor. The Internet sales system will allow individuals to purchase and print hunting/fishing licenses, Hike Safe cards and apply for lotteries from home 24/7 using a credit card for payment. The License /OHRV Registration POS and Internet Sales system will be paid for by transaction fees, which are passed on to the customer. The Harvest Information Program (HIP) survey's filed both by phone and Internet are billed for cost per survey. Deer, Bear and Turkey harvest reporting will be billed for initial development and annual maintenance and support. The Event Manager System will provide online registration education programs offered to the public and electronic services for accessing certification numbers online. The system will also provide support for volunteer management, participant tracking and communications. This system will be billed for annual maintenance and support. The Internet License and Event Management systems must be mobile compliant.

d. Statement of Work

The State wishes to procure a Fish and Game Licensing/OHRV/Event Management and Harvest system from one vendor. The Agent Licensing system is to be accessed by contracted License POS agents throughout the state. The Internet License Sales system, will allow individuals to purchase license, permits, lotteries and Hike Safe cards over the Internet. Deer/Turkey Harvest Reports will be accessed by contracted Deer/Turkey Registration stations throughout the state. The OHRV Registration system will

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Exhibit A – Contract Deliverables – Part 3

Date: 4/17/19 Contractor's Initials: EW

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
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PART 3 – EXHIBIT A
CONTRACT DELIVERABLES**

be accessed by contracted OHRV POS Agents throughout the state. The Event Management System which is accessed by individuals to register for Wildlife Education Programs and instructors to issue certificates; with a subsystem to register for OHRV Safety Education Programs and issue certificates. All systems will produce a comma-delimited text file generated nightly for the current day's sales/issues data. The text file will be made available nightly on the State of New Hampshire's (SoNH) FTP site to be loaded daily into the Department's internal database.

The Vendor must provide help desk and technical support function for the public as well as the contracted license/OHRV POS agents and Check Stations. This phone number will also be used for filing phone HIP surveys.

e. General Project Assumptions

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, 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 for Review and prior approval by the State.
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-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.
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 Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

State of NH Contract 2019-031

Exhibit A - Contract Deliverables – Part 3

Date: 11/12/19 Contractor's Initials: 

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
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CONTRACT DELIVERABLES**

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	08/29/2019
2	Project Status Reports	Written	Bi-weekly starting 09/10/2019
3	Work Plan	Written	09/09/2019
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	10/03/2019
5	Security Plan	Written	10/10/2019
6	Communications and Change Management Plan	Written	09/09/2019
7	Requirements Trace ability Matrix	Written	09/09/2019
8	Software Configuration Plan	Written	11/01/2019
9	Systems Interface Plan and Design/Capability	Written	10/24/2019 AND 11/22/2019
10	Testing Plan	Written	08/30/2019
11	Data Conversion Plan and Design	Written	09/10/2019
12	Deployment Plan	Written	09/09/2019
13	Comprehensive Training Plan and Curriculum	Written	10/03/2019
14	End User Support Plan	Written	11/15/2019
15	Business Continuity Plan	Written	12/10/2019
16	Documentation of Operational Procedures	Written	12/10/2019
INSTALLATION			
17	Provide Software Licenses if needed	Written	N/A
18	Provide Fully Tested Data Conversion	Software	11/01/2019

State of NH Contract 2019-031

Exhibit A Contract Deliverables – Part 3

Date: 4/12/19 Contractor's Initials: EL

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	Software		
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	12/02/2019
TESTING			
20	Conduct Integration Testing	Non-Software	11/21/2019
21	Conduct User Acceptance Testing	Non-Software	On going with each sprint
22	Perform Production Tests	Non-Software	11/12/2019
23	Test In-Bound and Out-Bound Interfaces	Software	11/18/2019
24	Conduct System Performance (Load/Stress) Testing	Non-Software	11/12/2019
25	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	11/18/2019
SYSTEM DEPLOYMENT			
26	Converted Data Loaded into Production Environment	Software	11/25/2019
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	11/01/2019
28	Conduct Training	Non-Software	10/28/2019-11/01/2019
29	Cutover to New Software	Non-Software	12/02/2019
30	Provide Documentation	Written	12/02/2019
31	Execute Security Plan	Non-Software	12/02/2019
OPERATIONS			
32	Ongoing Hosting, Maintenance and Support	Non-Software	<u>On-going</u>
33	Conduct Project Exit Meeting	Non-Software	01/06/2020

State of NH Contract 2019-031

Exhibit A - Contract Deliverables – Part 3

Date: 4/12/19 Contractor's Initials: EL

**STATE OF NEW HAMPSHIRE
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FISH AND GAME LICENSING/OHRV/EVENT MANAGEMENT SYSTEM
CONTRACT 2019-031
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

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, 2024. 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 and Ongoing Maintenance and Support as defined in the price and payment tables below.

Table 1.1A: Activity, Deliverable, or Milestone Payment Table

	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	08/29/2019	Included in Transaction Fee(s)
2	Project Status Reports	Bi-weekly starting 09/10/2019	Included in Transaction Fee(s)
3	Work Plan	09/09/2019	Included in Transaction Fee(s)
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	10/03/2019	Included in Transaction Fee(s)
5	Security Plan	10/10/2019	Included in Transaction Fee(s)
6	Communications and Change Management Plan	09/09/2019	Included in Transaction Fee(s)
7	Requirements Trace ability Matrix	09/09/2019	Included in Transaction Fee(s)
8	Software Configuration Plan	11/01/2019	Included in Transaction Fee(s)
9	Systems Interface Plan and Design/Capability	10/24/2019 AND	Included in Transaction

State of NH Contract 2019-031

Exhibit B Price and Payment Schedule – Part 3

Date: 4/12/19 Contractor's Initials: sk

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PRICE AND PAYMENT SCHEDULE**

		11/22/2019	Fee(s)
10	Testing Plan	08/29/2019	Included in Transaction Fee(s)
11	Data Conversion Plan and Design	BI-WEEKLY STARTING 09/10/2019	Included in Transaction Fee(s)
12	Deployment Plan	09/09/2019	Included in Transaction Fee(s)
13	Comprehensive Training Plan and Curriculum	10/03/2019	Included in Transaction Fee(s)
14	End User Support Plan	11/15/2019	Included in Transaction Fee(s)
15	Business Continuity Plan	12/10/2019	Included in Transaction Fee(s)
16	Documentation of Operational Procedures	12/10/2019	Included in Transaction Fee(s)
INSTALLATION			
17	Provide Software Licenses if needed	N/A	Included in Transaction Fee(s)
18	Provide Fully Tested Data Conversion Software	11/01/2019	Included in Transaction Fee(s)
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	12/02/2019	Included in Transaction Fee(s)
TESTING			
20	Conduct Integration Testing	11/21/2019	Included in Transaction Fee(s)
21	Conduct User Acceptance Testing	On-going w/each sprint	Included in Transaction Fee(s)
22	Perform Production Tests	11/12/2019	Included in Transaction

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Exhibit B - Price and Payment Schedule - Part 3

Date: 4/12/19 Contractor's Initials: al

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PRICE AND PAYMENT SCHEDULE**

			Fee(s)
23	Test In-Bound and Out-Bound Interfaces	11/18/2019	Included in Transaction Fee(s)
24	Conduct System Performance (Load/Stress) Testing	10/22/2019. 11/22/2019 and annually	Included in Transaction Fee(s)
25	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	11/18/2019	Included in Transaction Fee(s)
SYSTEM DEPLOYMENT			
26	Converted Data Loaded into Production Environment	11/25/2019	Included in Transaction Fee(s)
27	Provide Tools for Backup and Recovery of all Applications and Data	11/01/2019	Included in Transaction Fee(s)
28	Conduct Training	10/28/2019- 11/01/2019	Included in Transaction Fee(s)
29	Cutover to New Software	12/02/2019	Included in Transaction Fee(s)
30	Provide Documentation	12/02/2019	Included in Transaction Fee(s)
31	Execute Security Plan	12/02/2019	Included in Transaction Fee(s)
OPERATIONS			
32	Ongoing Hosting, Maintenance and Support	On-going	Included in Transaction Fee(s)
33	Conduct Project Exit Meeting	01/06/2020	Included in Transaction Fee(s)

State of NH Contract 2019-031

Exhibit B - Price and Payment Schedule - Part 3

Date: 4/12/19 Contractor's Initials: ML

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Table 1.1B: On-Going Maintenance and Support Payment Table

Maintenance and Support						
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Conservation Education System	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$60,000
Deer/Turkey Harvest Information System	\$25,000	Included	Included	Included	Included	\$25,000
Harvest Information Program (HIP)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Total	\$42,000	\$17,000	\$17,000	\$17,000	\$17,000	\$110,000

1.2 Future Vendor Rates Worksheet

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

Table 1.4: Future Vendor Rates Worksheet

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Project Manager	\$125.00/hr	\$125.00/hr	\$125.00/hr	\$125.00/hr	\$125.00/hr
Sr. Developer	\$125.00/hr	\$125.00/hr	\$125.00/hr	\$125.00/hr	\$125.00/hr
Business Analyst	\$100.00/hr	\$100.00/hr	\$100.00/hr	\$100.00/hr	\$100.00/hr
QA Staff	\$80.00/hr	\$80.00/hr	\$80.00/hr	\$80.00/hr	\$80.00/hr

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.

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Exhibit B – Price and Payment Schedule – Part 3

Date: 11/2/19 Contractor's Initials: ER

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

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:

New Hampshire Fish and Game Department
Attn: Business Office
11 Hazen Drive
Concord, NH 03301

4. PAYMENT

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

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the first year annual fee for a period of 60 days after first productive use of the System.

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PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

1.5 FEDERAL AWARD INFORMATION AND COMPLIANCES FOR FEDERAL ASSISTANCE FUNDED PROJECTS

This contract is funded in part by grants from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

A. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By submitting a bid and entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

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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 will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide 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 RFP. 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 RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

State of NH Contract 2019-031

Exhibit D Administrative Services – Part 3

Date: 4/12/19 Contractor's Initials: 

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ADMINISTRATIVE SERVICES**

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 the New Hampshire Fish and Game Department. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Contractor to prepare agendas and background for and updates. 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.

The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project 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; and
6. Issues and concerns requiring resolution.

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

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

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.

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 will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

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

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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 will be prepared for each Software function or module.

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

In addition, 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 will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon 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 will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five business day of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment

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PART 3 - EXHIBIT F
TESTING SERVICES**

independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

1.2 System Integration Testing (if applicable)

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 (IF APPROPRIATE). 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	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with 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.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

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1.3 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.

1.4 User Acceptance Testing (UAT)

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

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

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

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

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

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

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1.5 Performance Tuning and Stress Testing

The Contractor shall develop and document Software configuration and tuning of infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software 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 will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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

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

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

1.9 Security Review and Testing

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

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

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availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.

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 annually by a qualified third-party vendor, and after every major upgrade.

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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. SUPPORT OBLIGATIONS AND TERM

- 2.1** 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.
- 2.2** 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
- 2.3** 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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Attachment C-2: Project Requirements, Vendor Response Checklist

Vendor Instructions

Vendor Response Column:

Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).

Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:

(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal.

(P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.

(O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which usefull or potentially usefull but not a central feature of the Project.

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Delivery Method Column:

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the proposed system and available in the current software release.

Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).

Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:

For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments

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B1.1	Due to the confidentiality of customer information, the Vendor must provide a product that is secure and includes secure authentication and authorization.	M	Yes	Standard	S3 understands the need for all customer information to be secure. All data is encrypted both at rest and in transit. In addition, access to the S3 system is role based and only users with proper permissions can access and /or edit customer information. Various permissions can be established that limit who can view and /or edit specific information based on the various permissions established for a each user.
B1.2	The vendor must be able to demonstrate that the log-on protocols can sufficiently limit the viewing and editing privileges for data that is used exclusively by one or more of the users.	M	Yes	Standard	As stated above, access to the S3 system is user role based. S3 will work with the state to establish the various security levels/permissions. Permissions will establish what data a user can view and/or edit. Permissions can control viewing/editing data down to the field level. When the state administrator sets up new users, he/she will establish the permission level(s) that individual will be allowed.

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B1.3	At a minimum the Vendor must provide a system that will communicate via dial-up as well as with existing network solutions which include circuits, cable and DSL, as well as their associated modems, switches and routers. License and OHRV Agents will be responsible for their own ISP and Hardware.	M	Yes	Standard	The S3 web-based system is built to accommodate all types of connectivity. While any web-based system performs optimally over high-speed broadband, S3 understands the need to build a system that performs at the lowest common denominator, that being dial-up. Your current system, developed and managed by S3, currently accommodates various connections. The next generation system proposed by S3, given the advances in technology, will out perform the current system.
B1.4	System must interface with a bank network to authorize and settle credit card transactions with the Vendor acting as the merchant of record for internet sales only.	M	Yes	Standard	S3 will continue to use the same merchant processor for internet sales that is currently being utilized under your current system. S3 currently uses the credit card processing services provided by Central Bank of Missouri and Authorize.net.

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B1.5	The Vendor will provide a system that allows secure, remote access via the internet for State Employees using a secure log-on procedure.	M	Yes	Standard	S3 will continue to provide remote access for State Employees with proper authority. NHFG administrator will have the ability to set up new users, assign permission levels, and deactivate users if necessary.
B1.6	The system must have the ability to handle the growth of additional License / OHRV agents, different user groups and multiple login accounts at any one agent location.	M	Yes	Standard	The S3 solution allows the state to setup both license and OHRV agents, as well as Harvest Check stations, etc., through the administrative control center. There is no limit to the number of license agents, OHRV agents that the state can establish. The state will have the ability to set up users for each group and provide managers at agent locations the ability to setup their own staff as well. Both NHFG and managers at agent locations will have the ability to set up new users and reactive existing users.

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B1.7	License and OHRV Agent payments will be remitted by mail directly N.H. Fish and Game Department.	M	Yes	Standard	The S3 system will create remittance reports on a scheduled basis that provides a detailed summary of sales that occurred for the scheduled time period. Agents will use the system generated sales summary report to remit sales for the specified time period to NHFG.
B1.8	The proposed system must be mobile compatible.	M	Yes	Standard	The next generation system to be implemented for NHFG will be mobile responsive with the ability for customers to complete sales via a mobile device.

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B1.9	The System must be user friendly and help reduce human error.	M	Yes	Standard	Over the years S3 has continually improved our system with each implementation providing an improved and more efficient user experience. The sales solution is a simple 4-step linear process that first identifies the customer, displays a list of licenses to select, accepts payment and prints the license. A customer can only select licenses that he/she is allowed to purchase based on enforcement of the state's robust rules engine. For example, a nonresident will only be allowed to purchase nonresident permits and an individual will only be allowed to purchase licenses that can be sold during that time period. The S3 system is designed to minimize errors and provide a positive user experience.
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Date: 4/22/19 Contractor's Initials: *R*

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B1.10	Reporting requirements include detailed transaction reports for each Agent, including voids as well as reports by Agent/Clerk or Agent for a specific time period or specific product type. Monthly Sales Statements will be printed out by each License / OHRV Agent and remitted to the Department with payment for total sales of a calendar month. A non inclusive list of reports are presented in Appendix I.	M	Yes	Standard	The S3 solution meets all reporting requirements. As your current vendor, we have already designed and implemented all your required reports and will continue to provide NHFG with a comprehensive suite of reports.
B1.11	The Internet License Sales Application must allow individuals to complete a License sales transaction and print from their home computer.	M	Yes	Standard	All S3 installations, including the current NHFG system, provides a public internet sales channel that allows customer to purchase licenses over the Internet and print their license(s) at home. This sales channel and functionality will continue to be provided in your next generation licensing system.

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B1.12	The Agent/ OHRV Subsystem must be rapid and accurate, allowing License Agents /OHRV Agents to sell and print licenses and OHVR Registration certificates. OHRV subsystem requires inventory tracking.	M	Yes	Standard	The current S3 system provides the functionality described. Agents can quickly and efficiently navigate the sales process. Inventory tracking is already provided as a component to the OHRV registration system. All functionality provided in your current system will continue to be provided in your next generation system without the risks associated to moving to another vendor that does not have a thorough understanding of your requirements.
B1.13	The system will have the flexibility to allow Department Staff to change license and OHRV registration prices, add license types and availability of licenses through an Administrative Portal.	M	Yes	Standard	The S3 system allows Department Staff with proper permissions to update prices, add new licenses, establish sale dates, enforce established business rules, etc. S3's goal when building a system is to empower the user and put the control of the system back in the hands of the state thereby minimizing the need for vendor intervention.

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Date: 4/12/18 Contractor's Initials: gk

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B1.14	The system will generate data files (format defined by Department) on a daily basis that are placed on the State of NH secure FTP site. Separate files will be generated for License data, OHRV sales data, Moose Lottery, Inventory, Donations, Hunter Education, OHRV Education, Harvest and Violations. The state will retrieve and process this data on a daily basis adding it to the State existing in-house databases. The Vendor will receive files from the Department bi-monthly for customer data updates.	M	Yes	Standard	The S3 system will continue to generate and receive the necessary files as required by the state.
B1.15	The Vendor must develop a HIP reporting component to the Internet License sales site that will allow an individual to obtain a HIP number in conjunction with hunting license or as a separate option for a HIP survey only. The vendor will report the HIP data to the USFWS on a monthly basis. Survey questions will be supplied by the Department.	M	Yes	Standard	The S3 system currently supports the required HIP functionality and will continue to do so with the next generation licensing system. S3 is very familiar with HIP requirements as we have implemented this functionality in all of our current state implementations.
B1.16	The Vendor will also maintain a toll-free phone survey system for issuing HIP permit numbers to individuals who are not able to complete the online survey. This data will be included with the online HIP data sent to USFWS.	M	Yes	Standard	S3 will continue to maintain the same toll free number that is in use today for customers to call in and complete their HIP survey and be provided a HIP confirmation numbers.

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B2.0	The Event Manager System must be user friendly and easy to use. The look of all event manager pages, integration of all functions, delivering all required reporting functions and customer support will be weighed in the contract award decision.		Yes	Standard	S3 built and manages the current Event Management System for NHFG. S3 has a thorough understanding of the required functionality and will continue to meet the requirements of NHFG and provide a system that is easy to use resulting in a positive user experience for both customers and NHFG staff.
B2.1	The system will provide criteria to prevent duplicate profile creation		Yes	Standard	S3 understands the need to keep your database "clean" and minimize duplicate records. S3 has developed a powerful tool that compares customer records at the time of creation to eliminate duplicate records. Based on a strict matching criteria, if a customer record matches on four data points, such as first name, last name, address, and DOB, the system will not allow a new record to be created and will point the customer to his/her current or primary record. The matching algorithm established by S3 has assisted in minimizing customer records in all of our state implementations.

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B2.2	The system will provide Ad hoc reporting by using approved dashboard system using date ranges and data fields determined by the Department .		Yes	Standard	For ad hoc reporting, the S3 core system provides a multidimensional database and a powerful OLAP (Online Analytical Processing) reporting tool. OLAP reporting will allow analysis of business data and provides the capability for complex calculations, trend analysis, and data modeling.
B2.3	System analytics through use of a dashboard system approved by the Department will provide data from queries to show trends and churn rates for hunting and fishing participation.		Yes	Standard	S3 provides a powerful dashboard in all our installations that provides trends and analysis of current data at your fingertips when first logging into the system. S3 has provided this functionality to NHFG since going live with your current system in 2011. S3 will work with NHFG staff to modify your current dashboard to accommodate your current needs in data analysis.
B2.4	The Event Manager System must consist of (2) two portals - the public registration portal; and the Departments Administration portal.		Yes	Standard	The current NHFG Event Manager System built and managed by S3 has both a public registration portal and a Department Administration portal.

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B2.5	The public portal will provide viewing and registration for events; individuals will create a profile, search, register or cancel out of events. Also to reprint their certification card. There must be an option for user to recover username and/or password.		Yes	Standard	The S3 Event Management system meets all the functionality required. Individuals are able to view, register, cancel registration for events, and create and edit customer profiles/accounts. Customers will also be able to recover username and/or passwords.
B2.6	The Departments Administration portal will provide different levels of permissions for users such as administrators, chief instructors, volunteer instructors, teachers and volunteers.		Yes	Standard	The S3 Event Management system meets these requirements. The administrative control center (Portal) access is role-based allowing users to only access data and functionality associated to their security/permission levels. The state will have the ability to create various roles based on specific permissions and associate roles/permissions to each user.
B2.7	The proposed system must be mobile compatible.		Yes	Standard	The S3 system is mobile responsive allowing individuals to view and register for events. S3 systems are mobile responsive in most of our state installations.

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Date: 5/12/19 Contractor's Initials: EL

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B2.8	System must interface with a bank network to authorize and settle credit card transactions with Vendor acting as the merchant of record.		Yes	Standard	The S3 system includes the functionality to accept and process credit cards. S3 utilizes Central Bank of Missouri and Authorize.net as our merchant processor for credit card processing.
B2.9	The System must have an automated email component to email students, participants, instructors and teachers		Yes	Standard	The S3 Event Management system has an automated email component that provides the state the ability to setup email notification campaigns. Users, with proper authority, have the ability to setup notifications programs to email groups or individuals.
C1.1	The Vendor will integrate all legacy data from previous vendor for use in new system.		Yes	Standard	As the current provider for NHFG licensing and event management, we currently manage all data for the state. There will be no integration work required by S3 eliminating the risk associated data migration.

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C1.2	The Vendor will work with Department and if necessary previous Vendor to ensure no interruption occurs during transition to new system.		Yes	Standard	As your current vendor for both licensing and event management, there will be no interruption of service transitioning from your current system to your next generation.
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APPLICATION REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	The S3 application supports HTTPS and SFTP and FTPS protocols.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	S3 meets these requirements
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	S3 meets these requirements
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	Yes	Standard	S3 security protocols and authentication processes meet these requirements.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	S3 security protocols and authentication processes meet these requirements.

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A2.3	Enforce unique user names.	M	Yes	Standard	User names must be unique in all S3 systems and is required to be unique in the NHFG system.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	S3 utilizes industry standard password requirements with passwords required to be a combination of upper/lower case characters, numbers, and special characters. Users are also required to change passwords on a predetermined scheduled basis.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M	Yes	Standard	S3 utilizes industry standard password requirements with passwords required to be a combination of upper/lower case characters, numbers, and special characters. Users are also required to change passwords on a predetermined scheduled basis.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	All data in the S3 system is encrypted both at rest and in transit.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	S3 follows industry standard password requirements. Passwords are set to expire within a predetermined time-period. User names are must be unique within the NHFG system.

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A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	Access to the S3 system(s) is role-based. Individuals can only access portions of the system that their permissions allow. Only individuals with the proper security/permission level can setup users and establish or modify other users security/permission levels.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	All S3 systems enforce session timeouts. S3 and NHFG will mutually decide what the timeout parameter should be.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	Agree. The S3 system does not store authentication credentials or sensitive data in its code.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	S3 does log all login attempts. The S3 system has a set parameter of three attempts before locking out a user. In other words, if a user attempts to login to the system and fails due to incorrect username/password combination three times, he/she is automatically locked out of the system, requiring a system administrator with proper authority to reset password and unlock account.

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A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	Any activity in the S3 system, whether it be a sale or an update to the database, i.e. customer record, agent record, event, etc., is tracked by user for audit purposes. Change history or audit logs are kept for any change made to the system. The audit log shows who made the change, date and time of the change, and old value vs. new value.
A2.13	All logs must be kept for 90 days.	M	Yes	Standard	All change history/audit logs are kept for the duration of the contract. For audit purposes, change history/audit logs are not deleted from the system.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	The S3 system meets this requirement.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	Agree. The S3 software and system service will only be used for its intended use.
A2.16	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	All data is encrypted at rest . S3's data security protocols protects all data from unauthorized use.

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A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	All data is encrypted both at rest and in transit. Access to personal/sensitive information is only accessible to individuals with proper permissions.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	Agree. S3's data security protocols meet industry standards and are not affected by system enhancements or upgrades.
A2.19	Utilize change management documentation and procedures	M	Yes	Standard	S3 has developed and utilizes a formal change management process which is explained in detail in our proposal.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	All interfaces with the state's data utilizes web services. Web services interfaces are near real time.

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TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
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	Yes	Standard	All S3 systems are thoroughly tested to protect the state's web site and its related data. From QA and regression testing of the application to load and penetration testing of the system, to quarterly PCI scans to ensure system security, S3 will conduct all necessary testing to protect and optimize system integrity and performance.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	S3 meets this requirement. Quarterly reports will be provided on all system testing, assessments, and scans.

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T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	The S3 system records and audits all login attempts. Authentication testing is performed prior to system release. Testing results are made available to the client.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	Our hosting partner, Rackspace, controls this functionality through their network policy using Active Directory.
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	Yes	Standard	Industry standard encryption software is used to encrypt all data, both at rest and in transit.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	All intrusion detection testing and monitoring is performed by our cyber security partner, Alert Logic.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	Our cyber security partner, Alert Logic, is used to monitor all system traffic including server logs.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	Our hosting provider, Rackspace, performs this testing. Rackspace is a SOC 1 and 2 hosting facility.

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T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	Our hosting provider, Rackspace, performs this testing. Rackspace is a SOC 1 and 2 hosting facility.
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	Our cyber security provider, Alert Logic, performs these tests and continually monitors our systems.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	S3 meets this requirement(s) through our cyber security partner, Alert Logic, who constantly monitors system traffic for these items.
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	S3 meets this requirement by performing quarterly vulnerability scans and yearly assessments.
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	Yes	Standard	S3 utilizes Alert Logic for our 3rd party security reviews. Monthly scans are performed and any issues will be corrected and the scan reran. Reports can be provided to the state.

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T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	Security scans are performed prior to moving the system to production. S3 will provide the state with results of scans.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	Once the state has completed UAT testing and signed off on approval of a release, a release date will be mutually agreed upon by the state and S3. Changes to the system are scheduled during the agreed upon maintenance window, typically between 1:00 a.m. and 5:00 a.m. ET. No modifications will be moved to Production without approval and written signoff by the state. S3 will provide the state with documented procedures for migrating application changes from UAT to Production.
STANDARD TESTING					

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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-2.2.	M	Yes	Standard	S3 meets these testing requirements. S3 performs thorough unit testing, Quality Assurance testing, and regression testing prior to moving any system changes to UAT for state testing. No changes are moved to Production without state approval and signoff.
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Appendix G-2.2.	M	Yes	Standard	As a part of S3's standard operating procedures, stress/load testing is performed annually with results analyzed and system fine tuned as needed.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	S3 typically copies Production down to UAT/QA as needed. Copying Production down to UAT is only performed after approval from the state. S3 will provide documentation on how we sync Production with testing environment(s).

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T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	S3 has well defined disaster recovery procedures with our hosting partner, Rackspace. Disaster recovery tests are conducted annually.
HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	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%, excluding maintenance window referenced in section H4.9	M	Yes	Standard	Rackspace, our hosting partner, is a Tier 3 data center and meets all requirements listed.
H1.2	Vendor shall provide a FedRamp certified, or equivalent, government cloud hosting environment	M	Yes	Standard	Our hosting partner, Rackspace is FedRamp certified.

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H1.3	Vendor shall provide a PCI compliant environment and will be responsible for having all applicable network and application-level penetration testing performed on an annual basis as directed by the Department	M	Yes	Standard	S3 conducts quarterly PCI scans as required by our merchant processor. Any items noted in the scan are corrected immediately and the scan reran to ensure that our systems meet PCI requirements. Penetration testing is conducted on an annual basis.
H1.4	Vendor shall provide a CJIS compliant environment, and will be responsible for assisting with any CJIS-related audit requirements. as directed by the Department	M	Yes	Standard	S3's Rackspace environment is CJIS compliant and agrees it will assist with any CJIS related audit requirement.
H1.5	Vendor shall install and update all critical server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Yes	Standard	Agreed. Our hosting partner, Rackspace, is responsible for installing all server patches as they become available. Rackspace continually monitors all systems to ensure all system software is up to date.

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H1.6	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	Agreed. Our hosting partner, Rackspace, is responsible for installing all server patches as they become available. Rackspace continually monitors all systems to ensure all system software is up to date.
H1.7	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	Alert Logic, our cyber security provider, monitors all system logs and notifies S3 immediately if an issue is detected.
H1.8	Vendor shall manage the sharing of data resources.	M	Yes	Standard	S3 meets this requirement.
H1.9	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	Rackspace, our hosting partner, manages all daily backups, off-site storage, and restore operations with S3 oversight.
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3 I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	S3 will meet this requirement.

DISASTER RECOVERY

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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	Yes	Standard	S3 has well documented disaster recovery plans. The S3 system has been architected to meet the recovery needs.
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	Yes	Standard	S3 disaster recovery plans meets these requirements.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	S3 has a defined schedule for backing up data. S3 performs daily backups of all systems.
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	Yes	Standard	S3 agrees with this statement.
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	S3 meets this requirement. S3 conducts differential daily backups of all systems and complete backup of all systems on a weekly basis.
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	Yes	Standard	S3 meets this requirement, however all backups are in the Cloud. Tapes are not used.

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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, which is the previous calendar day.	M	Yes	Standard	S3 meets this requirement. To assist in meeting this requirement, S3 conducts nightly backups, hourly differentials, and audits all data changes.
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	S3 meets this requirement. Data Logic protects data from intrusion and S3 uses standard industry best security practices and employs OWASP (Open Web Application Security Project) standards.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	All data is encrypted in transit and at rest on all servers.
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	S3 systems meet all of these requirements. Rackspace hosting includes all anti-viral, anti-hacking, etc., utilities. Alert Logic provides industry leading intrusion, security, and compliance coverage.

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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	Yes	Standard	Rackspace, our hosting partner, is a Tier 3 data center and meets all data hosting and security requirements including SOC 1 and 2 certifications.
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	Yes	Standard	S3 will work with the State's Chief Information officer as needed.
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	Yes	Standard	S3 will meet this requirement and allow the state to perform security audits upon request.
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	Yes	Standard	S3 meets all the requirements listed.
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	Yes	Standard	S3 meets this requirement.
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	Yes	Standard	S3 understands and will comply with this requirement.

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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	Yes	Standard	S3 understands and will comply with this requirement.
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	Yes	Standard	S3 understands and will comply with this requirement.
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	Yes	Standard	S3 understands and will comply with this requirement.
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	Yes	Standard	S3 understands and will comply with this requirement.
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 thirty (30) days of release by their respective manufacturers.		Yes	Standard	S3 understands and will comply with this requirement. Our hosting provider, Rackspace is responsible applying all patches to the system and will do so within 30 days of release.

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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	Yes	Standard	S3 understands and will comply with this requirement. The state will have off hours contact numbers to contact S3 in the event of an emergency.
H4.6	The Vendor shall conform to the specific deficiency class as described:	M	Yes	Standard	S3 agrees with these requirements.
	o Class A Deficiency - Non Software - Services were inadequate and require re-performance of the Service.				
	o Class B Deficiency - Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.				
	o Class C Deficiency - Non Software - Services require only minor reworking and do not require re-performance of the Service.				
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:	M	Yes	Standard	S3 agrees and will comply with these requirements.
	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;				

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	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;				
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	Yes	Standard	S3 agrees with these requirements.
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	Yes	Standard	S3 understands and will comply with this requirement. S3 will provide the state with a scheduled maintenance plan. It should be noted that most scheduled maintenance will still allow for transaction processing to continue.
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: (Annual Hosting, Maintenance and Support costs/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	S3 understands this requirement. It should be noted that historically, uptime in S3 installations exceed the uptime requirement.

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H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	S3 has a well defined change management policy and process. S3 utilizes TFS (Team Foundation Server), a Microsoft product that is used for source code management, requirements management, defect tracking, and change management. The state will have access to TFS as it relates to the NHFG project.
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	Yes	Standard	S3 understands this requirement.
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	Yes	Standard	S3 will meet this requirement and provide the state quarterly performance reports.

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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	Yes	Standard	S3 understands and will comply with this requirement. S3 works closely with our state clients on changes/updates so clients always know when changes/updates will be implemented.
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Exhibit H Requirements – Part 3

Date: 4/2/19 Contractor's Initials: 

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING/OHRV/EVENT MANAGEMENT SYSTEM
CONTRACT 2019-031
PART 3 - EXHIBIT H
REQUIREMENTS**

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	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	Yes	Standard	S3 understands and agrees to this requirement.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	S3 understands and agrees to this requirement.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	S3 understands and agrees to this requirement.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	S3 understands and agrees to this requirement. In addition, the state will be provided with off hours contact names and numbers in the event of an emergency.

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S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> 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. 	M	Yes	Standard	S3 understands and agrees to this requirement.
	<ul style="list-style-type: none"> 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. 				
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	S3 understands and agrees to this requirement.

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S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Standard	S3 understands and agrees to this requirement.
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	S3 understands and agrees to this requirement.

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S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	M	Yes	Standard	S3 understands and agrees to this requirement.
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			S3 has a well defined change management policy and procedure which is outlined in detail in our proposal.
S1.11	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			S3 understands this requirement.

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S1.12	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			S3 understands and will comply with these requirements.
S1.13	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	Yes	Standard	S3 understands this requirement. The hosting server will be available 24x7x365, excluding hours for scheduled maintenance.
S1.14	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	S3 understands and agrees with this requirement.
S1.15	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	Yes	Standard	S3 understands and will comply with this requirement. S3 will provide the state with a scheduled maintenance plan.
S1.16	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	Yes	Standard	S3 understands and will comply with this requirement. S3 works closely with our state clients on changes/updates so clients always know when changes/updates will be implemented.

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S1.17	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 thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	S3 understands and will comply with this requirement. Our hosting provider, Rackspace is responsible applying all patches to the system and will do so within 30 days of release.
S1.18	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	S3 has a secure FTP site the state can access.

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PART 3 - EXHIBIT I
WORK PLAN**

The Contractor's Project Manager and the State Project Manager shall finalize the Work Plan for Implementation within 30 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 customary and required tools to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

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

B. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. 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 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.

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Exhibit I + Work Plan – Part 3

Date: 4/12/19 Contractor's Initials: gm

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- 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 (If applicable)

The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications.

Additionally, the Contractor's Team shall:

1. Provide the State with Contractor's application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
3. Lead the review of functional and technical Specifications.
4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

D. Project Schedule

- Deployment is planned to begin on 08/29/19 with a planned go-live date of 12/02/19.

E. Reporting

- The Contractor shall conduct every two weeks, status meetings, and provide reports that include, but are not limited to, status updates, action items, test results, and Documentation.

F. User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

G. Performance and Security Testing

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

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the

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Project life cycle. The Project Executive shall advise the Contractor Team 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 will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign 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 bi-weekly and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- 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;
- 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;

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- 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;
- 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;
- Manage State staff during Transition Services as needed.

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WORK PLAN**

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 Project meetings.

4) State Testing Administrator

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

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- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

4. CONVERSIONS

5. INTERFACES

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

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
Sold License file		Both	Nightly file load to State
Sold OHRV Reg file		Both	Nightly file load to State
Issued Inventory		Both	Nightly file load to State
HE Files		Both	Nightly file load to State
ML Files		Both	Nightly file load to State
Harvest Data		Both	Nightly file load to State
People data		Both	Bi-Weekly files to Vendor
HIP data		Contractor	Monthly data file to USFW

A. Interface Responsibilities (DEPENDENT ON WHO IS WORKING ON THIS THE CONTRACTOR, THE STATE OR BOTH)

- 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 assist the State with 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.

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- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State 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. APPLICATION MODIFICATION

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

Table 6.1: Modifications – Contractor Developed

Requirement	Components, if applicable	Enhancement Description
License system		Update to current S3 Solution
OHRV Reg sys		Update to current S3 Solution

7. PRELIMINARY WORK PLAN

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

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Upgrade License/OHRV Reg solution to latest S3 technology customized to our state's needs		08/29/19	11/01/19
Create Wildlife Harvest Reporting program		08/29/19	03/01/20
Add OHRV Safety Training to Event Manger Program		07/01/19	12/01/19

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

1. LICENSE GRANT

N/A

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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 the breach of 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 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 indefinitely.

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PART 3 - EXHIBIT L
TRAINING SERVICES**

The Contractor shall provide the following Training Services.

POS & Admin Training Approach

Providing the client with the knowledge and training to use the system is an important step to ensure that implementation is successful. The elements defined here describe training activities that will be used before and after system implementation.

Management, administrative, and end-user training is required for resources responsible for the day to day operational and maintenance of the solution and its functional components. As such, the following items must be taken into consideration when planning both knowledge transfer and training:

- Requirements (target audience, skill levels or expertise, and constraints)
- Objectives (types of courses, facilities, and sites)
- Activities (roles, tasks, and schedules).

Field Training / POS Training activities, which are more rigorously structured, are conducted for the users of the system typically as part of a statewide "train the trainer" process that historically has been a very effective means to conduct "one on one" training but still allows a large number of License Agents to be trained in a fairly short period of time.

Internet Application Training

Given that the intent of this RFP is for a qualified and experienced vendor to produce a self-service internet sales channel, usability of the application on the internet is presumed to be easy to use, self-describing, and require little to no training. In efforts to fulfill these expectations, S3 has already integrated key functionality within the sales application that works from the principle of "inclusions" instead of "exclusions" as described earlier in this document.

An "inclusionary" approach means that we show the user all items that make the up the area of the catalog that they are currently interested in. However, items that users are not able to buy are shaded gray whereas all items that the user can buy are in bold type and more prominent on the page. Using this principle, users can "mouse over" the items they can't buy and are presented with the reasons for why. This single, ground-breaking approach to our sales channel process results in users learning as they are buying. It also has resulted in dramatic decreases in calls to the help desk as the system is education the users regarding system operation and the rationale for the business rules that allow or preclude catalog items from being purchased.

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Exhibit L - Training Services - Part 3

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TRAINING SERVICES**

Management & Admin User Training

Management training is one of the most important aspects of developing and maintaining a successful system, and S3 will develop a thorough training plan to accommodate this need for NHFGD. S3 customizes Training Plans to meet the specific needs of the State and to ensure all users of the system are comfortable with system operation.

NHFGD's new licensing solution will be built using leading edge technology products and services predominantly based on the Microsoft Technology stack of products which provide significant opportunities for integrating training tools and methods throughout the solution. This does not negate the need for training but instead supplements daily activities in a way that keeps operators informed and efficient. The following sections outline each major step involved in effectively preparing S3 client employees and system users for the introduction of the new solution and will identify key goals in the training process as well as define specific processes for attaining those goals.

As NHFGD leadership will be working with the solution during and after deployment, it is imperative that the appropriate management personnel have full operational knowledge of each part of the solution including support desk tools, component function, and back-end applications well ahead of the deployment process.

Training Materials

S3 will develop and produce all training materials required for the NHFGD licensing and permitting system. Due to the custom nature of many of the state solutions, it is imperative that representatives from both S3 and the State be heavily involved in the development of training materials to ensure that documentation is both easy to understand and effective in its application. S3 will provide, at a minimum, the following training documentation deliverables. Experience has shown these documents to be key components of a comprehensive and successful training curriculum.

- **Master Training Plan Overview**
 - Outlines the various training plans and intended audiences. Details document handling and revision methodology.
- **Administration Portal / User Manual (Electronic / Accessible via POS)**
 - Administrator-level manual that defines system terminology, major system components, and administrative functions.
- **Help Desk / Operations Manual**
 - Details call handling, technical troubleshooting steps, trouble ticketing, administrative functions, and escalation policies.

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING/OHRV/EVENT MANAGEMENT SYSTEM
CONTRACT 2019-031
PART 3 - EXHIBIT L
TRAINING SERVICES**

Training Sessions

The NHFGD licensing system will require multiple management and user training sessions throughout system implementation. S3 staff will conduct and oversee the training program. Identified in this section are details specific to System Training, i.e. the recommended types of training, length of training, locations, attendee specifics, and the outline used for each.

Administrative Training

Training Variable	Training Details
System User Training	Functional / Operational Training
Training Location	Generally, this training is conducted at Headquarter, Regional, and larger departmental training facilities/offices
Training Length	2 Classes / 3 hours per class + Optional 1 hour "Stay and Play"
S3 Staff Involvement	2-3 S3 training staff (depending on location and class size)
State Participants	All NHFGD Staff (Admin, Technical, and Support)
Topics Covered	Solution Sales Channel / Administrative Functions - Security / Login / Help Desk Functions - Administrative Functions - Online Sales Channel Application Functions

Agent Training

Training Variable	Training Details
System User Training	Functional / Operational Training
Training Location	Headquarter / regional / and state accessible departmental training facilities, regionalized conference facilities (hotel, YMCA, rented hotel training rooms), and actual store locations (typically reserved for larger retail store chains with multiple POS installations). Typically, these locations should be capable of supporting upwards of 25-40 PCs and access to the internet.
Training	2 Classes / 3 hours per class + Optional 1 hour "Stay and

State of NH Contract 2019-031

Exhibit L Training Services – Part 3

Date: 4/12/19 Contractor's Initials: SL

STATE OF NEW HAMPSHIRE
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TRAINING SERVICES

Length	Play”
S3 Staff Involvement	2-3 S3 training staff (depending on location and class size)
Agent Participant	Store owners, managers, and clerks

State of NH Contract 2019-031

Exhibit L - Training Services – Part 3

Date: 4/12/19

Contractor’s Initials: *JK*

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING/OHRV/EVENT MANAGEMENT SYSTEM
CONTRACT 2019-031
PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

NH Fish and Game Department RFP 2019-031 Fish and Game Licensing/OHRV/Event Management System and any addendum is hereby incorporated by reference.

State of NH Contract 2019-031

Exhibit M Agency RFP with Addendums – Part 3

Date: 4/12/19 Contractor's Initials: gl

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING/OHRV/EVENT MANAGEMENT SYSTEM
CONTRACT 2019-031
PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

Sovereign Sportsman Solutions' Proposal to NH Fish and Game Department RFP 2019-031 Fish and Game Licensing/OHRV/Event Management System dated December 8, 2018 is hereby incorporated by reference.

State of NH Contract 2019-031

Exhibit N - Vendor Proposal - Part 3

Date: 4/12/19

Contractor's Initials: gn

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**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING/OHRV/EVENT MANAGEMENT SYSTEM
CONTRACT 2019-031
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

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

State of NH Contract 2019-031

Exhibit O - Certificate and Attachments - Part 3

Date: 4/12/19

Contractor's Initials: GP

Sovereign Sportsman Solutions, LLC

4336 Kenilwood Drive Nashville, TN 37204

NEW HAMPSHIRE
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Eric Richey, hereby certify that:
(Name of Manager of Limited Liability Company, Contract Signatory - Print Name)

- I am a Manager of the Company of Sovereign Sportsman Solutions, LLC
(Name of Limited Liability Company)
- I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Sovereign Sportsman Solutions, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

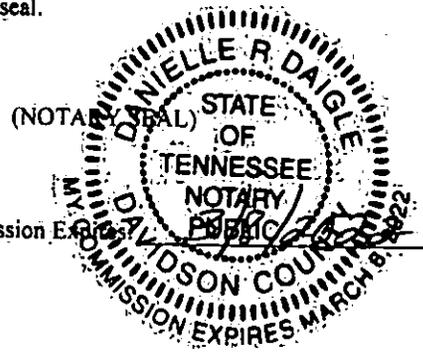
Eric H. Richey
(Contract Signatory - Signature)

April 5, 2019
(Date)

STATE OF Tennessee
COUNTY OF Davidson

On this the 5th day of April, 2019, before me Danielle R. Daigle
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)
the undersigned officer, personally appeared Eric H. Richey, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Danielle R. Daigle
(Notary Public / Justice of the Peace - Signature)

Commission Expires

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 SOVEREIGN SPORTSMAN SOLUTIONS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 01, 2013. 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: 687841

Certificate Number: 0004492226



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2019.

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

William M. Gardner
Secretary of State



**State of New Hampshire
Department of State
2019 ANNUAL REPORT**

Filed
Date Filed: 4/9/2019
Effective Date: 4/9/2019
Business ID: 687841
William M. Gardner Secretary of State

BUSINESS NAME: SOVEREIGN SPORTSMAN SOLUTIONS, LLC
BUSINESS TYPE: Foreign Limited Liability Company
BUSINESS ID: 687841
STATE OF FORMATION: Delaware

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
4336 Kenilwood Drive Nashville, TN, 37204, USA	4336 Kenilwood Drive Nashville, TN, 37204, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: C T Corporation System (1108)
REGISTERED AGENT OFFICE ADDRESS: 2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / To develop and provide to the State of NH technology solutions for agencies who provide licensing, permitting, registration and product fulfillment products and services to the general public.	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Eric Richey	4336 Kenilwood Drive, Nashville, TN, 37204, USA	Member

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: Authorized Signer
Signature: Whitney Smith
Name of Signer: Whitney Smith

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

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

PRODUCER The Crichton Group 3011 Armory Drive Suite 250 615-383-9761 Nashville, TN 37204	CONTACT NAME: PHONE (A/C, No, Ext): 615 383-9761		FAX (A/C, No): 615 383-4628
	E-MAIL ADDRESS:		
INSURED Sovereign Sportsman Solutions, LLC 4336 Kenilwood Drive Nashville, TN 37204	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Hartford		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		72SBMAP7337	06/05/2018	06/05/2019	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 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		72SBMAP7337	06/05/2018	06/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is an additional Insured per the attached endorsement and written contract. Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER Glenn Normandeau Licensing / OHRV Registry Supervisor NH Fish & Game Dept 11 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

BUSINESS LIABILITY COVERAGE FORM