STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

July 7, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT"), for the benefit of state agencies, to enter into a **SOLE SOURCE** contract amendment with System Automation Corporation (Vendor # 170313) of Columbia, MD, for licensing system enhancements (originally approved by Governor and Council May 8, 2014 Item # 8 and amended on May 6, 2015 Item # 35), in the amount of $89,900 from $2,081,241 to $2,171,141, effective upon Governor and Executive Council approval through July 31, 2018. 100% Liquor Funds.

Funding is available in the following NH Liquor Commission accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2016 and 2017 is contingent upon the availability and continued appropriation of funds.

| FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	TOTALS
2016	02-77-77-770512-78780000- Enforcement, Licensing & Education 020-500252	$69,900
2017	02-77-77-770512-78780000- Enforcement, Licensing & Education 020-500252	$20,000
	GRAND TOTAL	**$89,900**

EXPLANATION

This contract amendment is **SOLE SOURCE** because prior contract amendments have increased the amended contract total value to more than ten (10) percent of the original contract total. The purpose of this amendment is to migrate existing Liquor Professional License Types from License2000 into the System Automation MyLicense Office enterprise licensing environment.

The System Automation contract signed in May of 2014 gives to the State a software system and associated services for New Hampshire licensing and permitting agencies to manage licensing and permitting functions within the State including back office functions as well as a public facing license management site. The old system had become outdated and was unable support the agencies with a cost effective enterprise level licensing system.

The NH Liquor Commission was not part of the original RFP procurement but after analysis of current operational practices, the NHLC determined that migrating their current functionality to the new enterprise MyLicense Office Solution best meets the needs of the NHLC Liquor Enforcement and Licensing Division and its licensees.   They will have the support of an up to date statewide system which has a financial interface with NH First and they will gain the ability to image documents and to post them to the Internet as well as to receive documents uploaded by their constituents.

Respectfully submitted,
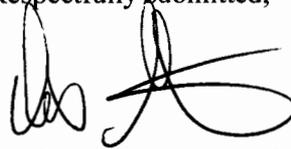
Denis Goulet. Commissioner
NH Department of Information Technology
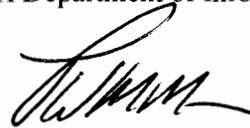
Joseph W. Mollica, Chairman
NH Liquor Commission

DG/dcp

2014-014B

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
        Vicki Tinsley, IT Manager, NH Department of Information Technology
        Theresa Pare-Curtis, Director WSD, NH Department of Information Technology

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Denis Goulet
Commissioner

July 7, 2015

Joseph W. Mollica
Chairman
New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03302

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with System Automation Corporation for licensing system enhancements as described below and referenced as DoIT No. 2014-014B.

This amendment allows System Automation to migrate existing Liquor professional license types from the existing License2000 to the System Automation MyLicense Office enterprise licensing environment. This Amendment increases the total contract value by $89,900 from $2,081,241 to $2,171,141 upon Governor and Executive Council approval through July 31, 2018.

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

Sincerely,

Denis Goulet

DG/dcp
DoIT 2014-014B

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
        Vicki Tinsley, IT Manager, NH Department of Information Technology
        Theresa Pare-Curtis, Director, WSD, NH Department of Information Technology

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2014-014, on May 8, 2014 Item # 8, and as amended on May 6, 2015, Item # 35 (herein after referred to as the "Agreement"), System Automation Corporation (hereinafter referred to as "Vendor" or "SA") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to enhance the Licensing Application;

WHEREAS, The Vendor agrees to provide these enhancements;

WHEREAS, the Department and the Vendor wish to increase the Contract price by **$89,900** to bring the total contract price to **$2,171,141.**

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by **$89,900** from **$2,081,241** to **$2,171,141**.

2. The Agreement is further amended by adding the following tables which reflect the new deliverables added by Amendment A to Exhibit B as follows:

Table B-1B1 Additional deliverables associated with Amendment B Contract Change Request #7
This change is to migrate the existing Liquor Profession License Types in License 2000 into MyLicense Office enterprise licensing environment. Table B-1B1 adds the necessary deliverables required to implement Change order 7. Change Order 7 for Amendment B is included as an Attachment to this Exhibit B and contains the high level of detail needed to execute this change.

Activity, Deliverable or Milestone	Cost
Develop Project Management Plan	$5,800
MyLicense Office Configuration	$30,740
Initial Data Mapping/Conversion	$18,560

Activity, Deliverable or Milestone	Cost
Template Development	$4,785
MyLicense eGov / Verification Configuration	$7,395
Acceptance Testing	$12,035
User Training	$6,670
System Rollout and Operational Support	$3,915
TOTAL	**$89,900**

3. The Agreement is further amended by adding the following Change Order Document to Exhibit B as referenced in Table B-1B1:
   a) Change Order #7 to Contract 2014-014

Table 2 CONTRACT 2014-014 – Licensing Contract and Amendments Summary

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-014	Original Contract	5/8/14 Item #8	7/31/18	**$1,296,894**
2014-014 Amendment 1	1st Amendment	5/6/15 Item #8	7/31/18	**$784,347**
2014-014 Amendment 1	2nd Amendment	Actual Date as Approved	7/31/18	**$89,900**
	CONTRACT TOTAL			**$2,171,141**

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LICENSE AND MAINTENANCE OF UTILITY SOFTWARE
CONTRACT 2014-014
CONTRACT AMENDMENT B

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

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

_____   Date: 07/02/15

Charles Rubin, President
System Automation Corporation

Corporate Signature Notarized:
STATE OF _____

COUNTY OF_____

On this the 2nd day of ___July___, 2015, before me,
__Sandra I. Robinson__, the undersigned Officer _Charles Rubin_,
personally appeared and acknowledged her/himself to be the __President__,
of __System Automation Corp__, a corporation, and that she/he, as such
__President__ being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as
__Charles Rubin__.

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

_____
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

> SANDRA I ROBINSON
> Notary Public
> Howard County
> Maryland
> My Commission Expires Aug 10, 2017

State of New Hampshire

_____   Date: 7/7/2015

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

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

_____   Date: 7/16/15

State of New Hampshire, Department of Justice

Initial all pages
SA Initials _____

CHANGE ORDER FORM

Change Request
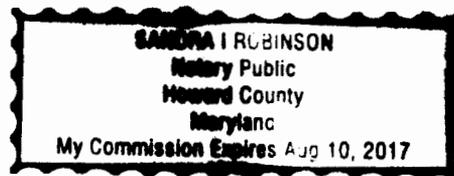
This change request is to migrate the existing Liquor Profession License Types in License 2000® into the MyLicense® Office enterprise licensing environment. The table below identifies the project scope variables for this change request:

Project Scope Variables

Description	Quantity / Scope
Software modules to be configured	- MyLicense Office - MyLicense eGov - MyLicense Verification - MyLicense Document Handling
Business Process Review and Requirements Analysis	Duration: One Week
MyLicense Office Configuration	Configuration of the existing Liquor Profession License Types in License 2000 into MyLicense Office. This task includes mapping supplemental fields to user defined objects and migrating existing complaint/compliance data from License 2000 to the MyLicense Office Enforcement module. Additionally, any documents currently indexed in License 2000 will be migrated/indexed into MyLicense Office.
Data Conversion	Standard Approach – Details of the data conversion process are included in the task descriptions. Task Includes: 2 initial iterations of data conversion - An iteration of data conversion as part of UAT A final conversion prior to Go-Live

MyLicense eGov Configuration Online Renewal Applications	Review/Configure existing license types currently configured for online renewals in MyLicense eGov
MyLicense Verification Configuration	Include the existing license types in the single enterprise verification view.
Interfaces/Imports/Exports	Export to NHFIRST
Document Templates	Three (3) Existing L2K Templates NH DOIT will be responsible for configuring/creating any additional templates
Custom Reports	None
Acceptance Testing	Duration: Ten (10) Work Days
User Training	Three (3) Days
Post Go-Live Operational Support	As the system is made operational, the SA project team will remain available to support the implementation. After this period of time, ongoing technical support will be provided by System Automation's Customer Service Group. Duration 10 Work Days – Combination of Onsite and Offsite

Approach to Tasks

The work outlined within this Statement of Work will be incorporated into the post initial go-live project of incorporating 64 additional license types into the MyLicense Enterprise solution (change order #6). The costs noted within this Statement of Work reflect the additional level of effort needed to incorporate the migration of the Liquor Board License Types from License 2000 to MyLicense Office into this project.

The tables below provide a description of the specific tasks included with this statement of work. Please note that throughout this section, the term Agency and State are used interchangeably to represent the client organization.

Deliverable 1 - Develop Project Management Plan	

SA Tasks / Description	SA will develop a detailed project work plan for this project. The Project Plan itself will include the following components and deliverables:
	
	▪ Project Work Plan (Gantt Chart)
	▪ Progress Reporting Methodology
	
	SA's management approach ensures visibility of risks, quality, schedule, and scope. The approved Project Management Plan will serve as the baseline from which project performance is measured. It will be continuously monitored to ensure successful completion of the project, on time and within budget.
	
	Ongoing Project Management including Status Meetings:
	
	• SA PM and Agency PM review action item on a bi-weekly basis
	• SA PM sends agenda to Agency that includes:
	    o Tasks completed or accomplishments occurring since last scheduled meeting
	    o Action Items/Issues for discussion by both teams
	    o Rolling forecast of activities/deliverables for the next two weeks

Agency Tasks	This task requires the Agency Project Manager (PM), and others that the Agency PM deems required, providing input in the process. It is expected that the Agency PM will be heavily involved in the work plan development stage of this project. Agency PM will work with the SA PM in managing and reviewing the weekly status reports and meetings.
Deliverables	1.1 Detailed Project Work Plan 1.2 SA Hosted SharePoint Project Site

Deliverable 2 - MyLicense Office Configuration

SA Tasks / Description	SA will work with the Agency to configure MLO for the license types currently in L2K. Since the configuration is already in place within L2K, this configuration is for the new features available in MLO (supplemental fields to UDOs, Enforcement, etc.). This configuration also includes user/role security and MLO page configuration. SA will also provide the necessary utilities to migrate L2K indexed documents to MLO Document Handling. Based upon experience from prior projects, the migration utility can transfer approximately 20,000 per day from L2K to MLO; however, the transfer rate will be dependent on specific hardware and network configuration. SA recommends that the migration process begin immediately following User Acceptance Training so that documents will be available within MLO upon go-live. This configuration step will provide the Agency system administrators with an opportunity to experience many of the new features/options available in MLO.
Agency Tasks	The PM and functional area experts will be required to provide feedback to SA's implementation team during the software configuration process. Agency personnel who will be designated system administrators will work hand in hand with SA during the system setup process.
Deliverable Details	2.1 MyLicense Office test environment configured

Deliverable 3 - Data Conversion

System Automation has defined a standard and consistent methodology that allows data to be converted from the current Agency system(s) to MyLicense. The approach to data conversion is defined in detail in the Data Conversion Process document and includes the following steps:

- Mapping – Joint task with Agency and SA
- Data Extraction & Formatting – Agency Task
- Conversion – SA Task
- Review – Joint Task with Agency and SA

This statement of work is based on two (2) iterations of data conversion prior to the User Acceptance Testing task.

SA Tasks

System Automation will provide the Agency with the data file formats for Entity data to be loaded into the new system. The Agency is responsible for providing SA with data files matching the specified format.

System Automation will load and convert the provided data files to the MyLicense Office database. After the load there is a review of the data conversion to confirm that the data was moved properly.

During the review of the data conversion process, SA will work with the Agency and validate that 3 records of each of the license types from the legacy system are mapped properly into the new system and that the data has been transferred into the proper fields per the mapping document. During this process, it is critical that Agency personnel be available to respond in a timely manner to SA.

Agency staff will be required to contribute to the completion of the mapping document that identifies each field in legacy system by table, column name, data type, number of total records, and number of null values.

The agency will be requested to provide electronic copies of screen shots from the legacy system for each of the records to be verified.

Agency Tasks

The agency is responsible for providing data files to SA in the format specified by the import format templates. After the data is loaded into the system, the Agency will be responsible for reviewing the data in MyLicense Office.

Deliverable Details	3.1	Iteration 1 Data Conversion
	3.2	Iteration 2 Data Conversion

Deliverable 4 - Template Development	
SA Tasks / Description	SA will create the document templates as noted above in the project variables section.
Agency Tasks	This task requires that the Agency provide SA with existing L2K templates. In addition, the Agency staff will work hand in hand with SA to become familiar with creating document templates and review the progress of the template development.
Deliverable Details	4.1 Creation of requested document templates (per SOW)

Deliverable 5 – MyLicense eGov / Verification Configuration	
Joint Tasks / Description	During this task, NH DOIT will identify the existing MyLicense eGov and MyLicense Verification Configuration currently in production. SA and NH DOIT will work collaboratively to implement the existing MyLicense eGov and MyLicense Verification processes and steps into the enterprise environment.
Deliverable Details	5.1 Configuration of Existing MyLicense eGov Processes and Steps into the Enterprise Environment

Deliverable 6 – User Acceptance Testing

SA Tasks / Description	SA will work with the Agency to perform controlled acceptance testing for the period of time defined in this statement of work. All items that will be tested will be included in an acceptance test plan. SA recommends that clients bring sample records from their existing workload to confirm that all business processes and functions have been accounted for in the new system.
	Agency staff that participated in the Installation and Setup phase of this project should be part of the acceptance test group selected by the State to perform the system acceptance test. These individuals are required to have knowledge of the application, and should not require additional training before the beginning of the testing process.
Agency Tasks	The Agency PM is responsible for assembling the acceptance test group and ensuring their dedication to the task. The Agency PM will drive the process to complete testing in accordance with the project plan.
	The PM is responsible for notifying SA of any system deficiencies resulting from the testing process. SA expects the deficiencies will be reported at the time of discovery. After the receipt of system updates to correct the deficiencies, the Agency acceptance test group is required to retest the system function to confirm proper operation. If the deficiency affects a related functional area, that area should be retested as well.
	The Agency is also responsible for providing the testing facility and required hardware and software to support the test process. The Agency PM will be expected to sign-off on the task completion form.
Deliverables	6.1 User Acceptance Testing

Deliverable 7 - User Training

SA Tasks / Description	SA will provide on-site user training as identified in the project variables section. The training will consist of complete and thorough classroom style instruction. The training curriculum will be a combination of lecture, discussion, and hands-on system use.
	SA will provide an electronic copy of the training materials that the Agency may distribute to other Agency training participants and other agency staff. Since users are already familiar with L2K, this training will cover what is different than L2K and new features of MLO. This training is not intended to provide complete MLO training to new (non-L2K) system users.
Agency Tasks	This phase requires the Agency Project Manager to ensure that training participants are available and prepared for training as detailed in the training plan. The Agency is responsible for the training environment. Each training participant should be provided with a computer. The Agency PM will be expected to sign-off on the task completion form.
Deliverables	7.1 On-site User Training

Deliverable 8 - System Rollout & Operational Support

SA Tasks / Description	SA will work with the Agency to migrate the necessary L2K data to MLO as was originally done earlier in the project. This includes Supplemental Fields to UDOs, Complaint/Compliance information and L2K indexed documents. SA will make the system available to all system users based on an agreed upon release schedule developed by SA and the Agency. SA support personnel will remain available on the project to provide operational support and technical assistance for each system component. The implementation support personnel are able to provide immediate feedback regarding any potential minor disruptions in service or user questions. After the operational support period, System Automation will transfer support activities back to the SA Customer Support Group.
Agency Tasks	This phase involves the Agency PM, System Administrator(s), IT Support Staff, and Agency Users. Additionally, the PM and designated Agency personnel will work directly with the SA Implementation Specialist to assist agency staff with the proper use of the system. As the transition to operational status of any system is an important event, this phase will require full-time support from both the PM and System Administrators of The system. The Agency PM will be expected to sign-off on the task completion form.
Deliverables	8.1 Final data migration 8.2 Rollout of the software to Agency users 8.3 Operational support by the Implementation Team

Financial Consideration

The table below presents the additional pricing for the listed services. If a deliverable has a price increase the 10% holdback will be applied to the new deliverable price.

Activity, Deliverable or Milestone	Labor Hours	Cost
Develop Project Management Plan	40	$5,800
MyLicense Office Configuration	212	$30,740
Initial Data Mapping/Conversion	128	$18,560
Template Development	33	$4,785
MyLicense eGov / Verification Configuration	51	$7,395
Acceptance Testing	83	$12,035
User Training	46	$6,670
System Rollout and Operational Support	27	$3,915
TOTAL	**620**	**$89,900**

Project Assumptions

1) This proposal is based on current COTS functionality with the exception of specific software enhancements or interfaces noted above. Any software enhancements will be documented through a software specification document and priced separately.

2) The work outlined within this Statement of Work will be incorporated into the post initial go-live project of incorporating 64 additional license types into the MyLicense Enterprise solution (change order #6).

3) During the implementation, SA requires remote access to the system that includes access to the application(s), administrative utilities, configuration files, and databases.

4) This project assumes that any document templates to be created by SA will meet the following criteria: up to 15 existing merge codes, up to 3 new merge codes, and up to 5 "If-Then" statements, formulas or switches.

5) Any custom reports to be developed by SA will meet the following criteria: up to 5 parameter fields, make use of up to 10 database tables, and include up to 5 group, sum, or count functions. Also, custom reports are based on the existing data structures and functionality of the product. Reports exceeding these specifications may require a change request.

6) Regarding enforcement configuration in MLO, the assumption is that the enforcement process is standard across all boards. DoIT will be responsible for any board specific enforcement configuration.

7) Time frames for review of project deliverables will be reflected as part of the project plan developed for this project. Unless otherwise indicated in the project plan, the deliverable review timeframe will be 5 days. The agency will provide comments on deliverables in a single, non-redundant list. SA will revise the deliverable based on the feedback received and

the revised deliverable will be considered final. In the absence of feedback, the deliverable will be considered final and accepted by the agency.

8) This project is based on SA providing its standard COTS documentation related to the MyLicense Suite. Custom documentation is outside the scope of this project.

9) All data to be converted must be provided in the SA supplied format at the same time for each data conversion iteration. Additional data discovered/presented later for conversion can either be included in subsequent scheduled data conversion iteration or additional data conversion iteration can be added through a change order.

10) The import/export feature of MyLicense Office either creates or processes an electronic data file that is located on the local file system. MyLicense does not handle data communication to and between the local file system and any external sources. The agency will be responsible for providing a mechanism for delivering or receiving these files.

11) Agency will supply all necessary hardware and third party software to support the MLO infrastructure requirements (e.g. RDBMS, JBoss, MS Word 2007)

12) The details noted within this change order are referenced and acknowledged within the signed contract.

<u>CERTIFICATE OF VOTE</u>
(Corporation With Seal)

I, **Moshe Rubin,** do hereby represent and certify that:

(1) I am **Secretary of System Automation Corporation, a Maryland Corporation** (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

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

(4)The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on **December 16, 2014,** which meeting was duly held in accordance with **Maryland** law and the by-laws of the Corporation.

(5) The signature of **Charles Rubin, President** of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this July 2, 2015.

Moshe Rubin
Moshe Rubin, Secretary, July 2, 2015

(SEAL)

STATE OF _Maryland_

COUNTY OF _Howard_

On this the 2nd of July 2015, before me, Sandy Robinson, personally appeared Moshe Rubin and acknowledged himself to be the Secretary of System Automation Corporation, a Maryland Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

Sandra J. Robinson
Notary Public/Justice of the Peace

My Commission Expires:

SANDRA I ROBINSON
Notary Public
Howard County
Maryland
My Commission Expires Aug 10, 2017

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/21/2015

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
MGS INC 1866 E Reisterstown Road Pikesville, MD 21208 (410) 602-7723	

INSURED	INSURERS AFFORDING COVERAGE	NAIC#
System Automation Corporation 7110 Samuel Morse Drive Columbia, MD 21046	INSURER A: Nationwide Mutual Insurance	
	INSURER B: Ace American Ins Co	
	INSURER C: United States Liability Ins	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY x COMMERCIAL GENERAL LIABILITY CLAIMS MADE x OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: x POLICY x PRO-JECT LOC	ACP GLKO 5163554750	10/26/14	10/26/15	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY x ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS x HIRED AUTOS x NON-OWNED AUTOS	ACP BAK 5163554750	10/26/14	10/26/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY x OCCUR CLAIMS MADE DEDUCTIBLE x RETENTION $ 0	ACP CAF 5163554750	10/26/14	10/26/15	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	ACP WCK 5163554750	10/26/14	10/26/15	X WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E L DISEASE - POLICY LIMIT	$ 500,000
B		OTHER Professional Lia	G21154593005	10/26/14	10/26/15		2,000,000
C		D & O	CD 1550215A	6/18/14	6/18/15		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Information Technology Attn: Commissioner 25 Capitol Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD25(2009/01)

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 SYSTEM AUTOMATION CORPORATION a(n) District of Columbia

corporation, is authorized to transact business in New Hampshire and qualified on May

14, 1996. I further certify that all fees and annual reports required by the Secretary of

State's office have been received.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April, A.D. 2015

William M. Gardner
Secretary of State

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

Denis Goulet
Commissioner

April 21, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT"), for the benefit of State agencies, to enter into a **SOLE SOURCE** contract amendment with System Automation Corporation (Vendor # 170313) of Columbia, MD, for licensing system enhancements (originally approved by Governor and Council May 8, 2014 Item # 8), in the amount of $784,347 from $1,296,894 to $2,081,241, effective upon Governor and Executive Council approval through July 31, 2018. 100% Capital Funds.

Funding is available in the following Department of Information Technology accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	TOTALS
2016	01-03-03-030030-29550000- Enterprise Licensing 034-500099 – Capital Projects	$210,976
2017	01-03-03-030030-29550000- Enterprise Licensing 034-500099 – Capital Projects	$573,241
	GRAND TOTAL	**$784,217**

EXPLANATION

The contract amendment is **SOLE SOURCE** because the increase in the contract value is more than ten (10) percent of the original contract total. This amendment procures additional services to expand functionality of the System Automation professional license management software application. The software includes back office functions as well as a public facing license management site. System Automation will provide the knowledge and skill to implement the expanded functionality and will provide support after implementation.

Her Excellency, Governor Margaret Wood Hassan
  and the Honorable Executive Council
Page 2
April 21, 2015

The Amendment includes work on the following projects:

1. Include additional boards into the enterprise implementation; Board of Manufactured Housing Installers, Board of Court Reporters, Board of Landscape Architects and Medical Technicians.

2. Integrate the web renewals with the State's payment gateway, First Data Global Payment Gateway, for credit card processing for payment of web renewals.

3. Integrate the web renewals with the State's SecureAuth system to allow secure log in for web renewals.

4. Create a data export from the back office license payment information to the State's NH First system.

5. Include additional license types of plumbing, gas fitting and fire protection to the enterprise implementation.

6. Include additional boards to the enterprise implementation; Board of Acupuncture Licensing, Board of Alcohol and Drug Abuse, Board of Barbering, Cosmetology and Esthetics, Board of Dieticians, Board of Electrology, Board of Hearing Care Providers, Board of Massage Therapists, Board of Medicine, Board of Naturopathic Examiners, Board of Ophthalmic Licensing, Board of Pharmacy, Board of Registration in Optometry, Board of Registration in Podiatry, Chiropractic Examiners, Funeral Directors and Embalmers Board, Midwifery Council, Board of Psychology, Board of Reflexologists, Board of Professional Engineers, Board of Architects, Board of Land Surveyors, Board of Professional Geologists, Body Art, Board of Examiners of Nursing Home Administrators.

Respectfully submitted,

Denis Goulet
Commissioner

DG/dcp
2014-014A
A&E RID # 17170

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
        Vicki Tinsley, IT Manager, NH Department of Information Technology
        Theresa Pare-Curtis, Director WSD, NH Department of Information Technology

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

Denis Goulet
Commissioner

April 20, 2015

Theresa Pare-Curtis
Director Web Support Division
64 South Street
Concord, NH 03301

Dear Director Pare-Curtis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with System Automation Corporation for licensing system enhancements as described below and referenced as DoIT No. 2014-014A.

This amendment procures additional services to expand functionality of the System Automation professional license management software application. System Automation will provide the knowledge and skill to implement the expanded functionality and will provide support after implementation. The amendment will enhance the system by: adding licensing systems for additional boards; integrating renewals to the State's payment gateway; integrating renewals with the State SecureAuth System to allow secure log-in; creating data exports to the NH First system; adding new license types for plumbing, gas fitting and fire protection, which were directed by new legislation; and adding additional boards to the Enterprise System. This Amendment increases the total contract value by $784,347 from $1,296,894 to $2,081,241 upon Governor and Executive Council approval through July 31, 2018.

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

Sincerely,

Denis Goulet

DG/dcp
DoIT 2014-014A

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
      Vicki Tinsley, IT Manager, NH Department of Information Technology
      Theresa Pare-Curtis, Director, WSD, NH Department of Information Technology

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2014-014, on May 8, 2014 Item # 8, (herein after referred to as the "Agreement"), System Automation Corporation (hereinafter referred to as "Vendor" or "SA") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to enhance the Licensing Application;

WHEREAS, The Vendor agrees to provide these enhancements;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $784,347 to bring the total contract price to $2,081,241.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $784,347 from $1,296,894 to $2,081,241.

2. The Agreement is further amended by adding the following tables which reflect the new deliverables added by Amendment A to Exhibit B as follows:

Table B-1A1 Additional deliverables associated with Contract Change Request #1
This change will enable four boards which are already configured in the existing system to be included in the initial enterprise implementation. It also adds ten license types for the Dental Board. Change Order 1 for Amendment A is included as an Attachment to this Exhibit B and contains the high level of detail needed to execute this change.

Activity, Deliverable or Milestone	Change Total
Status Meetings	$8,724
Work Plan	$3,877
Information Map and Navigation Plan	$6,000

Activity, Deliverable or Milestone	Change Total
Configuration for all license types in conformance with technical plan	$22,750
Data conversion for all license types in conformance with technical plan	$8,725
User Acceptance	$7,000
TOTAL	$63,076

Table B-1A2 Additional deliverables associated with Contract Change Request #2
This change integrates MyLicense eGov with First Data Global Payment in the following manner:
MyLicense eGov is to collect payment information within the MyLicense eGov payment page and pass it via web service to First Data Global Payment for processing. Upon Approval or Decline the user will be presented with either the Receipt page (when Approved) or the Checkout page (when Declined or error). SA will provide support through this effort to ensure that all the steps in the process are functioning correctly. User Acceptance for this deliverable will coincide with User Acceptance of the original system. Change Order 2 for Amendment A is included as an Attachment to this Exhibit B and contains the high level of detail needed to execute this change.

Activity, Deliverable or Milestone	New Total
Integrate MyLicense eGov with the First Data Global Payment Gateway	$26,100
TOTAL	$26,100

Table B-1A3 Additional deliverables associated with Contract Change Request #3
This change integrates MyLicense eGov with the state SecureAuth system. User Acceptance for this deliverable will coincide with User Acceptance of the original system. Change Order 3 for Amendment A is included as an Attachment to this Exhibit B and contains the high level of detail needed to execute this change.

Activity, Deliverable or Milestone	New Total
Integrate NH DoIT SecureAuth with MyLicense eGov.	$87,000
TOTAL	$87,000

Table B-1A4 Additional deliverables associated with Contract Change Request #4
This change creates an export, utilizing the MLO standard export utility, to be used for exporting data to New Hampshire First, the statewide accounting system. This includes changes to MLO to capture the Credit Card Type and Authorization Number for credit card payments and revisions to the associated data structure for payment related data. Because this change simplifies a process in the original statement of work the net financial change is a cost reduction. User Acceptance for this deliverable will coincide with User Acceptance of the original system. Change Order 4 for Amendment A is included as an Attachment to this Exhibit B and contains the high level of detail needed to execute this change.

Activity, Deliverable or Milestone	Cost Reduction
Revised AR Extract	($13,200)

Table B-1A5 Additional deliverables associated with Contract Change Request #5
This change will modify the existing licenses within the system to comply with recent legislation to create a new type of license called "Mechanical" within the Fire Protection, Gas Fitter and Plumber fields along with the license types and specialties within these fields. User Acceptance for these deliverables will coincide with User Acceptance of the original system. Change Order 5 for Amendment A is included as an Attachment to this Exhibit B and contains the high level of detail needed to execute this change.

Activity, Deliverable or Milestone	New Total
Configuration for all license types in conformance with technical plan	$187,051
Data conversion for all license types in conformance with technical plan	$96,526
TOTAL	$283,577

Table B-1A6 Additional deliverables associated with Contract Change Request #6
This change will add 25 boards and their respective license types to the enterprise licensing environment. Because will occur after the original "go live" date of the system it will include user acceptance testing separate from the original system. Change Order 6 for Amendment A is included as an Attachment to this Exhibit B and contains the high level of detail needed to execute this change.

Activity, Deliverable or Milestone	Cost
Develop Project Management Plan	$24,050
MyLicense Office Configuration	$212,879
Initial Data Conversion	$80,550
Template Development	$14,865
MyLicense eGov / Verification Configuration	$115,187
Acceptance Testing	$65,375
User Training	$26,620
System Rollout and Operational Support	$33,845
TOTAL	$573,371

Table B-1A7 Summary of Changes for Amendment A
This table is a summary of each of the six changes requests in Amendment A

CR#1	Include additional Boards as part initial enterprise	$63,076

	implementation and Configure online renewals for the Dental Board license types	
CR#2	Integrate MyLicense® eGov with the First Data Global Payment Gateway e4℠ payment gateway	$26,100
CR#3	Integrate MyLicense eGov with the state SecureAuth system.	$87,000
CR#4	Create an export containing MLO payment data that will be utilized by New Hampshire First.	($13,200)
CR#5	Create a new category of license called "Mechanical" and with 2 levels of sub-categories.	$48,000
CR#6	To add boards and their respective license types into the enterprise licensing environment subsequent to initial go-live.	$573,241
		$784,347
Original Contract		$1,296,894
		$2,081,241

3. The Agreement is further amended by adding the following Change Order Documents to Exhibit B as referenced in Tables B-1A1 through B-1A6:
   a) Change Order #1 to Contract 2014-014
   b) Change Order #2 to Contract 2014-014
   c) Change Order #3 to Contract 2014-014
   d) Change Order #4 to Contract 2014-014
   e) Change Order #5 to Contract 2014-014
   f) Change Order #6 to Contract 2014-014

Table 2 CONTRACT 2014-014 – Licensing Contract and Amendments Summary

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-014	Original Contract	5/8/14 Item #8	7/31/18	$1,296,814
2014-014 Amendment 1	1st Amendment	Actual Date as Approved	7/31/18	$784,347
	CONTRACT TOTAL			$2,081,241

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

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

Date: 04/17/15

Charles Rubin, President
System Automation Corporation

Corporate Signature Notarized:
STATE OF ___Maryland___

COUNTY OF___Howard___

On this the _17_ day of ___April___, 2015_, before me, _____, the undersigned Officer _Charles Rubin_, personally appeared and acknowledged her/himself to be the ___President___, of ___System Automation___, a corporation, and that she/he, as such ___President___ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as ___Charles Rubin___.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

SANDRA I ROBINSON
Notary Public
Howard County
Maryland
My Commission Expires Aug 10, 2017

State of New Hampshire

Date: 4/21/2015

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

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

Date: 4-21-15

State of New Hampshire, Department of Justice

CHANGE ORDER FORM

Change Request

This change request has two (2) parts that are described below.

1. Description: Include additional Boards as part initial enterprise implementation.

The following Boards are already configured in the existing system and need to be included in the necessary project activities to enable them to go live as part of the initial enterprise implementation:

>   Board of Manufactured Housing Installers
>   Board of Court Reporters
>   Board of Landscape Architects
>   Medical Technicians

Each of these boards has a single configured license type.

2. Description: Configure online renewals for the Dental Board license types.
The Dental Board is part of the existing enterprise environment and need to have online renewals enabled for the following license types:

>   Dentist
>   Hygienist
>   Hygienist - Local Anesthesia
>   Dentist - General Anesthesia
>   Dentist - Unrestricted Moderate Sedation
>   Dentist - Conscious Sedation
>   Dentist - Restricted Moderate Sedation
>   Dentist - Volunteer
>   Hygienist - Public Health Program
>   Certified Public Health Dental Hygienist

The table below presents each of the contract deliverables and indicates whether or not the above requests (1 and 2) will be included as part of the deliverable.

Activity/Deliverable or Milestone	Additional Boards Included or Not
Conduct Project Kickoff Meeting	Not Included
Status Meetings	Included

Activity Deliverable or Milestone	Additional Boards Included or Not
Work Plan	Included
Goals and Objectives Document	Not Included
~~Conduct Research and Requirements Validation~~	~~Included~~ (Not Included per DoIT Request)
~~Requirements Analysis Report~~	~~Included~~ (Not Included per DoIT Request)
Conduct Technical and Information Architecture Review and Develop Plan	Not Included
Information Map and Navigation Plan	Included
Database Architecture and Data Dictionary	Not Included
Design Documentation	Included
Software install in DEV environment	Not Included
Software install documentation and training	Not Included
Software administration documentation and training	Not Included
Configuration for all license types in conformance with technical plan	Included
Data extracts	Not Included
Data conversion for all license types in conformance with technical plan	Included
User Acceptance	Included
Warranty Completion	Included

Work Plan and Status Meetings – SA will update the project plan to include the additional boards in the board specific activities. Additionally, the bi-weekly status meetings will include any topics or issues related to the additional boards as deemed necessary by the project managers.

~~Conduct Research / Requirements Validation and Requirements Analysis Report – SA will add another on-site day to the requirements validation tasks to meet with and review the configuration and requirements of the additional boards. Furthermore, the findings from the requirements validation task for the additional boards will be included in Requirements Analysis Report.~~

Information Map and Navigation Plan – The page layout and security access roles for the additional boards will be addressed as part of this task.

Design Documentation – Information pertaining to the additional boards will be included as part of the design documentation.

Configuration for all license types in conformance with technical plan - SA will included the configuration off the additional boards as part of this task. Please note that State will be responsible for the migration of the existing document templates for these boards following the same approach and instructions used for the other boards that are part of this project.

Data conversion – SA will include the additional boards as part of the data conversion activities.

User Acceptance - SA will include the additional boards as part of the user acceptance activities. No additional user training will be added to the project as part of this deliverable.

Warranty Completion - SA will include the additional boards as part of the data warranty completion Activities.

Financial Consideration

The table below presents the additional pricing for the listed services. If a deliverable has a price increase the 10% holdback will be applied to the new deliverable price.

Activity, Deliverable or Milestone	Old Total	Change	Estimate Additional Labor Hours	New Total
Conduct Project Kickoff	$19,195	No Change		$19,195

Activity, Deliverable or Milestone	Old Total	Change	Estimate Additional Labor Hours	New Total
Meeting				
Status Meetings	$39,263	$8,724	60.17	$47,987
Work Plan	$17,450	$3,877	26.74	$21,327
Goals and Objectives Document	$26,175	No Change		$26,175
Conduct Research and Requirements Validation	$56,713	~~$6,250~~	~~43.10~~	$56,713
Requirements Analysis Report	$47,988	~~$5,332~~	~~36.77~~	$47,988
Conduct Technical and Information Architecture Review and Develop Plan	$61,075	No Change		$61,075
Information Map and Navigation Plan	$43,625	$6,000	41.38	$49,625
Database Architecture and Data Dictionary	$56,713	No Change		$56,713
Design Documentation	$52,351	No Change		$52,351
Software install in DEV environment	$30,538	No Change		$30,538
Software install documentation and training	$46,243	No Change		$46,243
Software administration documentation and training	$52,351	No Change		$52,351
Configuration for all license types in conformance with technical plan	$157,051	$22,750	156.90	$179,801
Data conversion for all license types in conformance with technical plan	$78,526	$8,725	60.17	$87,251
Data extracts	$48,000	No Change		$48,000
User Acceptance	$87,251	$7,000	48.28	$94,251
Warranty Completion	Included			
TOTAL	**$920,508**	**$63,076**	**435.01**	**$983,584**

Assumptions

1. As part of this change request, the State will freeze the enterprise environment, meaning that no new boards or license types will be added until after the new system is live and in production.
2. The State will provide SA remote access to the test environment that will include access the MyLicense eGov Setup and Presentation Utilities.
3. The details noted within this change order are referenced and acknowledged within the signed contract.

CHANGE ORDER FORM

Overview

Integrate MyLicense® eGov with the First Data Global Payment Gateway e4℠ payment gateway. The link to the product/technical specifications was provided by New Hampshire via an email on December 15, 2014 (Vicki Tinsley to Jack Ottensoser/Evan Willner). The link provided for the payment processor is: https://firstdata.zendesk.com/entries/407522-First-Data-Global-Gateway-e4-Hosted-Payment-Pages-Integration-Manual

Scope

Integrate MyLicense eGov with First Data Global Payment in the following manner: MyLicense eGov is to collect payment information within the MyLicense eGov payment page and pass it via web service to First Data Global Payment for processing. Upon Approval or Decline the user will be presented with either the Receipt page (when Approved) or the Checkout page (when Declined or error). SA will provide support through this effort to ensure that all the steps in the process {Licensee→MyLicense→First Data Global Payment → Authorization → Confirmation → Flow Back to MyLicense Office}, are functioning correctly.

Assumptions

1. SA will need access to the First Data Global Payment Gateway test environment.
2. Upon delivery of the new processor integration from SA, New Hampshire will test the processor in the MyLicense eGov test environment. With a successful test, New Hampshire will provide acceptance to SA before releasing into production.
3. The details noted within this change order are referenced and acknowledged within the signed contract.

Financial Consideration

The table below presents the additional pricing for the listed services.

Activity, Deliverable or Milestone	Old Total	Change	Estimated Labor Hours	New Total
Integrate MyLicense eGov with the First Data Global Payment Gateway	n/a	$26,100	180	$26,100

Deliverable or Milestone	Old Total	Change	Estimated Labor Hours	New Total
TOTAL		$26,100	180	$26,100

Note – these totals do not include figures from other change requests.

CHANGE ORDER FORM

Overview

NH DoIT has requested that System Automation integrate MyLicense eGov with the state SecureAuth system. The following is the NH DoIT desired SecureAuth/MyLicense eGov workflow.

MyLicense eGov

The following steps describe the Functional Workflow Description between SecureAuth and MyLicense eGov:

There are the following use cases:
1. Existing eGov user – remembers password and wants to log in.
2. New eGov user (person record exists/person record does not exist)
3. Existing eGov user – has forgotten password
4. Existing eGov user – remembers password, but wants to change password
5. Existing eGov user – has forgotten user id

Expanded upon:

1. Existing eGov user – remembers password and wants to log in.
    a. User goes to eGov and indicates that they wish to login
    b. User directed to SecureAuth for login
    c. SecureAuth logs in in using eGov stored procedure Note: procedure provided by SecureAuth with specifically named parameters, columns, etc. Use of aliases may be necessary in stored procedures to line everything up between the two systems. NH DOIT will provide specific stored procedures (from SecureAuth) to aid in initial design.
    d. User is provided a token for eGov use (tbd if this is required)
    e. SecureAuth redirects the user back to eGov
    f. User continues in eGov

2. New eGov user (person record exists/person record does not exist)
    a. User indicates that he needs to register in eGov.
    b. Use matching criterion to determine if a person record already exists in eGov
        i. If person record is found

          1. Complete eGov registration and store credentials in on the existing person record in the eGov database

     ii. No person record is found

          1. Complete eGov registration – creating a new person record in the eGov database.

  c. Registration complete - User is passed to SecureAuth for login

  d. Continue from step 1.b above.

3. Existing eGov user – has forgotten password
   a. User goes to eGov and indicates that they wish to login
   b. User directed to SecureAuth for login
   c. User indicates that they have forgotten their password
   d. SecureAuth sends user a single-use pin (to email address or phone collected during initial registration)
   e. User logs in (at the SecureAuth site) using their userID and PIN
   f. SecureAuth gets secret questions from eGov (2 question/answers desired) Note: SecureAuth does have this functionality built-in, so they also have stored procedures (and table scripts) designed for this. If tables already exist in egov, then aliases may be necessary. NH DOIT will reach out to SecureAuth to obtain the specific stored procedures to aid in initial design.
   g. SecureAuth further authenticates with user response to secret questions
   h. User selects new password.
   i. SecureAuth updates eGov database with new password Again, using SecureAuth pre-defined stored procedures.
   j. SecureAuth sends an email notification of password change event to user and redirects the user back to eGov
   k. User continues in eGov

4. Existing eGov user – remembers password, but wants to change password
   a. User goes to eGov and indicates that they wish to login
   b. User directed to SecureAuth for login
   c. User indicates that they want to change their password
   d. User enters current password and new password. As an additional measure, if the business desires, SecureAuth can also send a single-use PIN to the user via stored email or phone.
   e. SecureAuth updates eGov database with new password. Again, using SecureAuth pre-defined stored procedures.

    f. SecureAuth sends an email notification of password change event to user and redirects the user back to eGov

    g. User continues in eGov

5. Existing eGov user – has forgotten user id

    a. User goes to eGov and indicates that they wish to login

    b. User directed to SecureAuth for login

    c. User indicates that they have forgotten their user id

    d. User is prompted to enter their email address.

    e. If the email has a match in the database, SecureAuth sends user a single-use pin (to email address or phone collected during initial registration)

    f. User logs in (at the SecureAuth site) using their userID and PIN

    g. SecureAuth gets secret questions from eGov (2 question/answers desired) Note: SecureAuth does have this functionality built-in, so they also have stored procedures (and table scripts) designed for this. If tables already exist in egov, then aliases may be necessary. NH DOIT will reach out to SecureAuth to obtain the specific stored procedures to aid in initial design.

    h. SecureAuth further authenticates with user response to secret questions

    i. User selects new password.

    j. SecureAuth updates eGov database with new password Again, using SecureAuth pre-defined stored procedures.

    k. SecureAuth sends an email notification of password change event to user and redirects the user back to eGov

    l. User continues in eGov

Assumptions:

1. There is no single sign on; eGov credentials (user name, password, etc) would not relate or be shared with any other systems.

2. The number of secret questions/answers in eGov would be increased from 1 to 2.

3. Integration will be for MyLicense eGov only

4. There will be no integration with:

- MyLicense Office
- MLO setup utility
- eGov setup utilities
- eGov Admin
- Verification and associated administrative programs

- Mobile and associated administrative
- 3rd party products (ie Documentum, Jasper, etc)

5. NH DoIT to provide SA with a configured SecureAuth development realm. *DoIT will create realm in conjunction with SecureAuth technical support. SA will have no direct access apart from user login screens.*

6. NH DoIT to provide a TEST SecureAuth environment to support testing in the NH DoIT TEST MyLicense environment. *There is no test SecureAuth environment, but the dev environment can be used for this as well by using another set of realms.*

7. NH DoIT to provide any necessary SecureAuth system configuration in support of the MyLicense integration in development, testing and production environments. *Agreed, and this is consistent with the changes made to item 5 above.*

8. This workflow is in support of SecureAuth being used as an "authentication" provider. Consequently, any enhancements provided in support of this workflow should not assumed to be usable for SecureAuth configured and used as a "single sign-on" provider.

9. Should the requirements change before SA begins MyLicense eGov software enhancement, a revised change order may be necessary. Should the requirements change once SA has enhanced the MyLicense eGov software, a new change order will be necessary.

10. The details noted within this change order are referenced and acknowledged within the signed contract.

Financial Consideration

The table below presents the additional pricing for the listed services. If a deliverable has a price increase the 10% holdback will be applied to the new deliverable price.

Activity and/or Milestone	Holdback	Price	Estimated Labor Hours	New Total
Integrate NH DoIT SecureAuth with MyLicense eGov.	n/a	$87,000	600	$87,000
TOTAL		$87,000	600	$87,000

Note – these totals do not include figures from other change requests.

CHANGE ORDER FORM

Overview

Create an export containing MLO payment data that will be utilized by New Hampshire First, the statewide accounting system. Data to be extracted is per the specification noted below.

Scope

Create an export, utilizing the MLO standard export utility, to be used for exporting data to New Hampshire First, the statewide accounting system.

This includes changes to MLO to capture the Credit Card Type and Authorization Number for credit card payments and revisions to the associated data structure for payment related data.

Assumptions

1. The New Hampshire First financial export will utilize the standard MLO Export Utility
2. This export will replace the AR Extract from the original statement of work
3. The details noted within this change order are referenced and acknowledged within the signed contract.
4. The data extract will contain only payment records that have been directly allocated to fees in MLO. The extract will not reflect any other payment or accounting events including (but not limited to):
   a. Bounced Checks
   b. Refunds
   c. Un-Allocations – taking a payment off of a fee
   d. Re-Allocation – reallocating a payment to a fee
   e. Unallocated funds – payments that are received that have no fee

Financial Consideration

The table below presents the additional pricing for the listed services.

Activity, Deliverable or Milestone	Old Total	Contributed Controls Specifications	Revised Estimated Labor Hours	Cost Reduction
Revised AR Extract	$48,000	$34,800	240	($13,200)

Note – these totals do not include figures from other change requests.

CHANGE ORDER FORM

Overview

The building trades professions that include plumbing, gas fitting, and fire protection services have recently encountered legislative changes that impact the scope of the enterprise licensing project.

Prior to the changes, the building trades consisted of the following license types and related features documented in the ATTACHMENT C-5 - SNAPSHOT OF CURRENT LICENSING PROGRAMS of the RFP.

Fire Protection
- Two license types (Fire Protection Equipment Firm and Fire Protection Equipment Technician)

- Eight (8) Specialties (FFE, FFI, FFK, LFS, LSS, PFE, UFS, USS)

- Flat fees

Gas Fitters
- Four (4) license types (Gas Fitter , Gas Fitter Trainee, Oil Heating Technician, Business Entity Mechanical)

- Eight (8) Specialties (GPI, EIP, EIN, STP, STN, HST, EIN/EIP, STN/STP)

- A mix of flat and calculated fees

Plumbers
- Seven (7) license types (Plumber Apprentice, Plumber Business Entity, Plumber Journeyman, Plumber Master, Plumber Seminar Presenter, Plumber Water Treatment Business Entity, Plumber Water Treatment Technician)

- No specialties

- Predecessor and successor relationships between apprentices, journeyman and master license types.

Requested Change

The legislation creates a new category of license called "Mechanical" and with 2 levels of sub-categories:

1) Fuel Gas Fitting – Within the fuel gas fitting license type there are six (6) more detailed designations: GS, GE, GP, GH, DA, GT. Each designation represents progressively higher qualifications and a licensee can only hold one designation at a time.
2) Plumbing – With the plumbing license type there are three (3) designations: apprentice, journeyman, and master. Each designation represents progressively higher qualifications and a licensee can only hold one designation at a time.

The requirements for the Mechanical license are as follows:

- An individual is issued a single mechanical license number and document.
- An individual mechanical license will have one (1) fuel gas fitting category and/or one (1) plumbing category.
- Each category has an independent set of application requirements that must be satisfied including separate fees.
- An individual can apply for higher level categories and if approved the lower category is dropped and considered voided by the higher level license.
- The printed mechanical license will include all of the active categories for the individual.

Additionally, there is a similar scenario with certified technicians and certified firms that require a new hierarchal structure. A technician can be certified in any one of the following categories:

- Fire Protection Equipment Technician
- Oil Heating Technician
- Plumber Water Treatment Technician

Businesses can be certified as any of the following entity types:
- Fire Protection Equipment Firm
- Plumber Water Treatment Business

Technical Approach

In order to meet these new legislative requirements, System Automation will configure the following:

5 New top level license types (Mechanical License, Certificate – Individual, Certificate – Business, Business Entity, CE Provider)

Mechanical
- 6 Gas fitting attribute licenses:

    - Fuel Gas Fitting GS
    - Fuel Gas Fitting GE
    - Fuel Gas Fitting GP
    - Fuel Gas Fitting GH
    - Fuel Gas Fitting DA
    - Fuel Gas Fitting GT

- 3 Plumbing attribute licenses
    - Apprentice Plumber
    - Journeyman Plumber
    - Master Plumber

Certificate – Individual
- Fire Protection Equipment Technician
- Oil Heating Technician
- Plumber Water Treatment Technician

Certificate – Business
- Fire Protection Equipment Firm
- Plumber Water Treatment Business

Business Entity
- Gas Business Entity
- Plumber Business Entity

2 Attributes license for CE Providers and Instructors
- Plumbing
- Gas Fitting

These changes impact the following deliverables and project tasks:

Contract Deliverable	Project Tasks
Configuration for all license types in conformance with technical plan	**MLO configuration** – configure the 5 main license types and 18 attribute license types. **eGov configuration** – push new MLO configuration to eGov and configure renewals for main license types with attribute options.
Data conversion for all license types in conformance with technical plan	**Data conversion** – create scripts to convert existing license data and specialties to new main licenses and attributes (active licenses only – no historical data)

Assumptions

1. DoIT will be responsible for modification of any existing templates / reports and/or creation of any new templates / reports for these license types.

2. This change request is based on implementing out-of-the-box COTS functionality and does not include any software customization. If software enhancements are needed, a separate change request for the desired enhancement will be required.

3. This change request assume that there are no specific exports or imports (data extracts) for these license types.

4. The details noted within this change order are referenced and acknowledged within the signed contract.

Financial Consideration

The table below presents the additional pricing for the listed services. If a deliverable has a price increase the 10% holdback will be applied to the new deliverable price.

Activity, Deliverable or Milestone	Old Total	Change	Estimated Labor Hours	New Total
Configuration for all license types in conformance with technical plan	$157,051	$30,000	206.90	$187,051
Data conversion for all license types in conformance with technical plan	$78,526	$18,000	124.14	$96,526
TOTAL		**$48,000**	**331.04**	**$283,577**

Note – these totals do not include figures from other change requests.

CHANGE ORDER FORM

Change Request

This change request is to add the following boards and their respective license types into the enterprise licensing environment:

Board or Program Area	Number of License Types
Board of Acupuncture Licensing	4
Board of Alcohol and Drug Abuse	3
Board of Barbering, Cosmetology and Esthetics	11
Board of Dietitians	1
Board of Electrology	1
Board of Hearing Care Providers	2
Board of Massage Therapists	1
Board of Medicine	10
Board of Naturopathic Examiners	1
Board of Ophthalmic Licensing	1
Board of Pharmacy	6
Board of Registration in Optometry (Medicine)	1
Board of Registration in Podiatry (Medicine)	1
Chiropractic Examiners	1
Funeral Directors and Embalmers Board	3
Midwifery Council	1
Board of Psychology	1
Board of Reflexologists	3
Board of Professional Engineers	3
Board of Architects	2
Board of Land Surveyors	3
Board of Professional Geologists	2
Body Art	1
Board of Examiners of Nursing Home Administrators	1

The table below identifies the project scope variables for this change request:

Project Scope Variables

Description	Quantity / Scope
Software modules to be configured	• MyLicense Office • MyLicense eGov • MyLicense Verification • MyLicense Document Handling
Administrator Training 　MyLicense Office 　Template Development 　MyLicense eGov/Verification 　MyLicense Mobile	**No Additional Admin Training**
MyLicense Office Configuration	Total of 64 License / Permit Types:
Data Conversion	Standard Approach – Details of the data conversion process will be included in the task descriptions and the Data Conversion Process document that is included as an attachment to this SOW. Includes: • 2 initial iterations of data conversion • An iteration of data conversion as part of UAT • A final conversion prior to Go-Live
MyLicense eGov Configuration Online Renewal Applications	Online renewals for 64 License Types
MyLicense Verification Configuration Online License Verification	Include the 64 license types in the single enterprise verification view.
Interfaces/Imports/Exports	None

Document Templates	The following five (5) standard document templates: • License Letter • License Certificate • Renewal Notice • Renewal Letter • Application Deficiency Letter The assumption is that these templates are standard across all the boards. DoIT is responsible for creating any board or license specific variations of the templates.
Custom Reports	None
Acceptance Testing	Duration **fifteen (15)** Work Days Combination of onsite and offsite
User Training	Two Weeks (10 onsite days)
Post Go-Live Operational Support	As the system is made operational, the SA project team will remain available to support the implementation. After this period of time, ongoing technical support will be provided by System Automation's Customer Service Group. Duration 10 Work Days – Combination of Onsite and Offsite

Approach to Tasks and Deliverables

The tables below provide a description of the specific tasks included with this change request. Please note that throughout this section, the term Agency and State are used interchangeably to represent the client organization.

Deliverable 1 - Develop Project Management Plan	

SA Tasks / Description	SA will develop a detailed Project Management Plan for this project. The Project Plan itself will include the following components and deliverables:
	
	• Work Plan (Gantt Chart)
	• Progress Reporting Methodology
	
	SA's management approach ensures visibility of risks, quality, schedule, and scope. The approved Project Management Plan will serve as the baseline from which project performance is measured. It will be continuously monitored to ensure successful completion of the project, on time and within budget.
	
	Ongoing Project Management including Status Meetings:
	
	• SA PM and Agency PM review action item on a bi-weekly basis
	• SA PM sends agenda to Agency that includes:
	   o Tasks completed or accomplishments occurring since last scheduled meeting
	   o Action Items/Issues for discussion by both teams
	   o Rolling forecast of activities/deliverables for the next two weeks

Agency Tasks	This task requires the Agency Project Manager (PM), and others that the Agency PM deems required, providing input in the process. It is expected that the Agency PM will be heavily involved in the work plan development stage of this project. Agency PM will work with the SA PM in managing and reviewing the weekly status reports and meetings.
Deliverables	Detailed Project Management Plan Share Point Project Site

Deliverable 2 - Initial MyLicense Office Configuration

SA Tasks / Description	System Automation will provide the State with license type setup questionnaires that cover a range of topics such as: • Secondary License Status • License Number (License Number Mask) • License Prerequisite(s) • Secondary License Type(s) • Specialties • License Address • Obtained By Method • Licensure Requirements • Expiration and Renewal Policies • Accounting Information • Printing After the State has completed the questionnaires, System Automation will work in conjunction with the agency staff to configure MyLicense Office with the specific business and policy rules for the number of license types identified in this statement of work. This initial configuration will only include existing features and capabilities within the system.
Agency Tasks	The State will complete the license type setup questionnaires for each profession and license type. The PM and functional area experts will be required to provide feedback to SA's implementation team during the software configuration process. Agency personnel who will be designated system administrators will work hand in hand with SA during the system setup process.
Deliverable Details	MyLicense Office test environment configured

Deliverable 3 - Initial Data Conversion

	System Automation has defined a standard and consistent methodology that allows data to be converted from the current Agency system(s) to MyLicense. The approach to data conversion is defined in detail in the Data Conversion Process document and includes the following steps: • Mapping – Joint task with Agency and SA • Data Extraction & Formatting – Agency Task • Conversion – SA Task • Review – Joint Task with Agency and SA This statement of work is based on two (2) iterations of data conversion prior to the User Acceptance Testing task.
SA Tasks	System Automation will provide the Agency with the data file formats for Entity data to be loaded into the new system. The Agency is responsible for providing SA with data files matching the specified format.
	System Automation will load and convert the provided data files to the MyLicense Office database. After the load there is a review of the data conversion to confirm that the data was moved properly.
	During the review of the data conversion process, SA will work with the Agency and validate that 3 records of each of the license types from the legacy system are mapped properly into the new system and that the data has been transferred into the proper fields per the mapping document. During this process, it is critical that Agency personnel be available to respond in a timely manner to SA.
Agency Tasks	Agency staff will be required to contribute to the completion of the mapping document that identifies each field in legacy system by table, column name, data type, number of total records, and number of null values.
	The agency will be requested to provide electronic copies of screen shots from the legacy system for each of the records to be verified.
	The agency is responsible for providing data files to SA in the format specified by the import format templates. After the data is loaded into the system, the Agency will be responsible for reviewing the data in MyLicense Office.
Deliverable Details	Iteration 1 Data Conversion Iteration 2 Data Conversion

Deliverable 4 - Template Development	
SA Tasks / Description	SA will create the number of document templates noted on the above variables section.
Agency Tasks	This task requires that the Agency provide SA with sample document templates and reports that illustrate the content and fields that need to appear on a template or report.
	In addition, the Agency staff will work hand in hand with SA to become familiar with creating document templates and review the progress of the template development.
	The Agency will be responsible for creating any variations from the standard templates that SA creates.
Deliverable Details	Creation of requested document templates and reports (per SOW)

Deliverable 5 – MyLicense eGov / Verification Configuration	
SA Tasks / Description	During this task, System Automation will configure the MyLicense eGov and Verification modules with the business processes and quantities of license types identified in the Project Scope Variables section.
	This initial configuration will only include existing features and capabilities in the system. Throughout this task, SA will work hand in hand with the Agency System Administrators in setting up the online license types. This side by side implementation approach should provide the Agency System Administrators the technical knowledge needed to setup additional online license types after system go live.

Deliverable 5 – MyLicense eGov / Verification Configuration	
Agency Tasks	The PM and functional area experts will be required to provide feedback to SA's implementation team during the software configuration process. It is also recommended that any personnel who will be designated system administrators - either at the program licensing area or centralized administrators be involved during the system setup process.
Deliverable Details	Online Renewal Applications Configuration Licensee Search Configuration

Deliverable 6 - Acceptance Testing

SA Tasks / Description	SA will work with the Agency to perform controlled acceptance testing over the period of time specified in the project scope variables. All items that will be tested will be included in an acceptance test plan. The test plan will include specific test cases to cover edits, constraints, and licensing restrictions for the license types configured in the system. SA recommends that clients bring sample records from their existing workload and screenshots of their own system to confirm all data was converted properly and that all business functions have been accounted for in the new system. An SA Implementation Specialist will work with designated Agency testers to develop and complete the acceptance test process. The test will be conducted on site at the Agency. The Agency is responsible for providing adequate testing facilities. The goal of this acceptance test process is to confirm that all system functions work as required, and that data has been converted successfully from the previous systems to the new system. If system abnormalities are found, SA will implement a process to immediately fix the issues, or determine the proper course of action. For minor issues, the appropriate course of action will be to continue with the acceptance test process, and test the minor fixes as they become available. For more serious issues, the acceptance test process could potentially be placed on hold until the issues are resolved. At that time, the acceptance test process would continue or be restarted, if required. Agency staff that participated in the Installation and Setup phase of this project should be part of the acceptance test group selected by the State to perform the system acceptance test. These individuals are required to have knowledge of the application, and should not require additional training before the beginning of the testing process.
Agency Tasks	The Agency PM is responsible for assembling the acceptance test group and ensuring their dedication to the task. The Agency PM will drive the process to complete testing in accordance with the Project Management Plan. The chosen individuals will be responsible for completing the book of test cases. The PM is responsible for notifying SA of any system deficiencies resulting from the testing process. SA expects the deficiencies will be

Deliverable 6 - Acceptance Testing	
	reported at the time of discovery. After the receipt of system updates to correct the deficiencies, the Agency acceptance test group is required to retest the system function to confirm proper operation. If the deficiency affects a related functional area, that area should be retested as well.
	The Agency is also responsible for providing the testing facility and required hardware and software to support the test process. The Agency PM will be expected to sign-off on the task completion form.
Deliverables	Delivery of the Acceptance Test Plan Delivery of the results of the completed acceptance test

Deliverable 7 - User Training	
SA Tasks / Description	SA will provide on-site end user training for the time period identified in project variables section of this statement of work. The training will consist of complete and thorough classroom style instruction. Training will be conducted onsite at the agency. The training curriculum will be a combination of lecture, discussion, and hands-on system use. SA will provide an electronic copy of the training materials that the Agency may distribute to other Agency training participants and other agency staff.
Agency Tasks	This phase requires the Agency Project Manager to ensure that training participants are available and prepared for training as detailed in the training plan. The Agency is responsible for the training environment. Each training participant should be provided with a computer. Training classes should be limited to twelve participants. No more than fifteen participants may attend any one training class. The Agency PM will be expected to sign-off on the task completion form.
Deliverables	Delivery of the Training Plan. On-site User Training

Deliverable 8 - System Rollout & Operational Support

	At the successful completion of acceptance testing and training, the system will be prepared for production. At this point, there will be one final data conversion process to migrate the most current Agency data to the new system. The Agency will be required to provide an updated data file to System Automation for loading to the new system. Once received, System Automation and the Agency will load the data. During this project stage, the Agency will not be able to process information on the old system(s). If processing continues, manual entry of the information by Agency members may be required.
SA Tasks / Description	After successfully converting data to the production system, SA will make the system available to all system users based on an agreed upon release schedule developed by SA and the Agency.
	After the production system has been made available to users, the SA implementation team will remain available on the project for a period of ten (10) working days to provide operational support and technical assistance to the Agency. The implementation support personnel are able to provide immediate feedback regarding any potential minor disruptions in service or software issues. This support is provided through a combination of on-site and remote work.
	After the operational support period, System Automation will transfer support activities to the SA Customer Support Group.
Agency Tasks	This phase involves the Agency PM, System Administrator(s), IT Support Staff, and Agency Users. Additionally, the PM and designated Agency personnel will work directly with the SA Implementation Specialist to assist agency staff with the proper use of the system. As the transition to operational status of any system is an important event, this phase will require full-time support from both the PM and System Administrators of The system. The Agency PM will be expected to sign-off on the task completion form.
Deliverables	Final Data Conversion
	Rollout of the software to Agency users.
	Operational support by the Implementation Team.

System Automation has included a draft project plan showing the high level work break down structure (WBS) of the proposed approach.

Financial Consideration

The table below presents the additional pricing for the listed services. If a deliverable has a price increase the 10% holdback will be applied to the new deliverable price.

		Cost
Develop Project Management Plan	165.86	$24,050
MyLicense Office Configuration	1468.13	$212,879
Initial Data Conversion	555.52	$80,550
Template Development	102.52	$14,865
MyLicense eGov / Verification Configuration	794.39	$115,187
Acceptance Testing	450.86	$65,375
User Training	183.59	$26,620
System Rollout and Operational Support	233.41	$33,845
TOTAL	**3,954.28**	**$573,371**

Assumptions

1) This proposal is based on current COTS functionality with the exception of specific software enhancements or interfaces noted above. Any software enhancements will be documented through a software specification document and priced separately.

2) During the implementation, SA requires remote access to the system that includes access to the application(s), administrative utilities, configuration files, and databases.

3) This project assumes that any document templates to be created by SA will meet the following criteria: up to 15 existing merge codes, up to 3 new merge codes, and up to 5 "If-Then" statements, formulas or switches.

4) Any custom reports to be developed by SA will meet the following criteria: up to 5 parameter fields, make use of up to 10 database tables, and include up to 5 group, sum, or count functions. Also, custom reports are based on the existing data structures and functionality of the product. Reports exceeding these specifications may require a change request.

5) Regarding enforcement configuration in MLO, the assumption is that the enforcement process is standard across all boards. DoIT will be responsible for any board specific enforcement configuration.

6) Time frames for review of project deliverables will be reflected as part of the project plan developed for this project. Unless otherwise indicated in the project plan, the deliverable review timeframe will be 5 days. The agency will provide comments on deliverables in a single, non-redundant list. SA will revise the deliverable based on the feedback received and the revised deliverable will be considered final. In the absence of feedback, the deliverable will be considered final and accepted by the agency.

7) This project is based on SA providing its standard COTS documentation related to the MyLicense Suite. Custom documentation is outside the scope of this project.

8) All data to be converted must be provided in the SA supplied format at the same time for each data conversion iteration. Additional data discovered/presented later for conversion can either be included in subsequent scheduled data conversion iteration or additional data conversion iteration can be added through a change order.

9) The import/export feature of MyLicense Office either creates or processes an electronic data file that is located on the local file system. MyLicense does not handle data communication to and between the local file system and any external sources. The agency will be responsible for providing a mechanism for delivering or receiving these files.

10) Agency will supply all necessary hardware and third party software to support the MLO infrastructure requirements (e.g. RDBMS, JBoss, MS Word 2007)

11) The details noted within this change order are referenced and acknowledged within the signed contract.

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 SYSTEM AUTOMATION CORPORATION a(n) District of Columbia

corporation, is authorized to transact business in New Hampshire and qualified on May

14, 1996. I further certify that all fees and annual reports required by the Secretary of

State's office have been received.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation With Seal)

I, **Moshe Rubin,** do hereby represent and certify that:

(1) I am **Secretary of System Automation Corporation, a Maryland Corporation** (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

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

(4)The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on **December 16, 2014,** which meeting was duly held in accordance with **Maryland** law and the by-laws of the Corporation.

(5) The signature of **Charles Rubin, President** of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this April 17, 2015.

Moshe Rubin, Secretary, April 17, 2015

(SEAL)

STATE OF _____

COUNTY OF _____
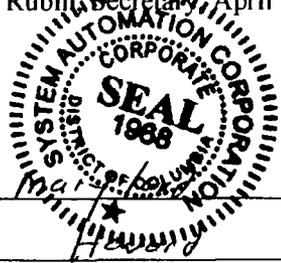
On this the 17th of April 2015, before me, Sandy Robinson, personally appeared Moshe Rubin and acknowledged himself to be the Secretary of System Automation Corporation, a Maryland Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

Notary Public/Justice of the Peace

My Commission Expires:

CERTIFICATE OF LIABILITY INSURANCE

ACORD

DATE (MM/DD/YYYY)
4/21/2015

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

MGS INC
1866 E Reisterstown Road
Pikesville, MD 21208
(410) 602-7723

INSURED
System Automation Corporation

7110 Samuel Morse Drive
Columbia, MD 21046

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Nationwide Mutual Insurance	
INSURER B: Ace American Ins Co	
INSURER C: United States Liability Ins	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR	ACP GLKO 5163554750	10/26/14	10/26/15	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: [x] POLICY [x] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY [x] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [x] HIRED AUTOS [x] NON-OWNED AUTOS	ACP BAK 5163554750	10/26/14	10/26/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY [x] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [x] RETENTION $ 0	ACP CAF 5163554750	10/26/14	10/26/15	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	ACP WCK 5163554750	10/26/14	10/26/15	[x] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
B		OTHER Professional Lia	G21154593005	10/26/14	10/26/15		2,000,000
C		D & O	CD 1550215A	6/18/14	6/18/15		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Information Technology Attn: Commissioner 25 Capitol Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD25(2009/01)

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

Peter C. Hastings
Commissioner

April 22, 2014

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

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT"), for the benefit of State agencies, to enter into a contract with System Automation Corporation (Vendor # 170313) of Columbia, MD (System Automation), for Licensing services, in the amount of $1,296,814, effective upon Governor and Executive Council approval through July 31, 2018 with the option to renew up to but not beyond July 31, 2021. 100% Capital Funds

Funding is available in the following Department of Information Technology accounts as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	TOTALS
2015	01-03-03-030030-29550000- Enterprise Licensing 034-500099 – Capital Projects	0000	$131,306
2016	01-03-03-030030-29550000- Enterprise Licensing 034-500099 – Capital Projects	0000	$85,000
2017	01-03-03-030030-29550000- Enterprise Licensing 034-500099 – Capital Projects	0000	$85,000
2018	01-03-03-030030-29550000- Enterprise Licensing 034-500099 – Capital Projects	0000	$85,000
	GRAND TOTAL		**$1,296,814**

EXPLANATION

This contract is to procure a software system and associated services for the New Hampshire licensing and permitting agencies to manage licensing and permitting functions within the State to include back office functions as well as a public facing license management site. System Automation will provide the knowledge and skill to implement this system and will provide support after implementation. System Automation is the current vendor and has supported the State of NH with licensing applications and support since 2005. The current system has become outdated and it is unable to give the State the functionality needed to support the agencies with a cost effective enterprise level licensing system. SA will:

1. Provide and install enterprise licensed software with functions to process web initial applications and renewals, back office license and permit management, document management as related to licensing and permitting, and mobile inspections. It will configure the system to provide the requirements of eighteen separate agencies/boards. The licensing applications will be adapted to the following vocations: Accountants, Allied Health, Child Care, Dental, Electrician, Fire Protection, Health Facilities, Liquor Commission, Mental Health, Natural Scientists, Nursing, Nursing Assistants, Plumbers, Real Estate Appraisers, Real Estate Commission, and Veterinarians.

2. Migrate all agency applications that are in the current enterprise license management system to the vendor system. The migration will include data conversion from current system and business rules configured in the new system for both back office and web function.

3. Train designated technical staff on software installation and configuration, train designated technical staff on software administration and data management, and train agency users on software operation, giving the State independence in the configuration and use of the Licensing System.

Through a competitive bidding process, Department of Information Technology issued a request for proposals. The posting was advertised to hundreds of IT vendors through an email release. The Department received four proposals; all four proposing companies gave extensive presentations to the selection team. System Automation, the lowest cost proposal, was chosen as the most cost effective solution for the State.

Respectfully submitted
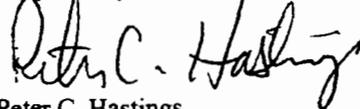
Peter C. Hastings
Commissioner

PCH/dcp
2014-014
A&E RID # 15036

Cc: David Perry, Contracts Manager, Bureau of Finance & Administration
       Vicki Tinsley, IT Manager, NH Department of Information Technology
       Theresa Pare-Curtis, Director WSD, NH Department of Information Technology

Peter C. Hastings
Commissioner

April 16, 2014

Theresa Pare-Curtis
Director Web Support Division
64 South Street
Concord, NH 03301

Dear Director Pare-Curtis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a Contract with System Automation Corporation to implement, customize and maintain an Enterprise License Management system as described below and referenced as DoIT No. 2014-014.

> System Automation will provide and install enterprise licensed software with functions to process web initial applications and renewals, back office license and permit management, document management as related to licensing and permitting, and mobile inspections. It will configure the system to provide the requirements of eighteen separate agencies/boards. It will migrate all agency applications that are in the current enterprise license management system to the new system. This migration will include data conversion from current system and business rules configured in the new system for both back office and web function. System Automation will train technical Staff on installation and configuration, designated technical staff on administration and data management and agency users on software operation. The term of this contract is from Governor and Executive Council approval through July 31, 2018. The contract price limit is $1,296,814

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

Sincerely,

Peter C. Hastings

PCH/dcp
DOS 2014-014

cc: David Perry, Contracts Manager, Bureau of Finance & Administration
        Vicki Tinsley, IT Manager, NH Department of Information Technology
        Theresa Pare-Curtis, Director WSD, NH Department of Information Technology

Company	Company Address	Software Solution 30 Pts max	Technical, Service and PM Exp and Approach 20 Pts max	Company and Staffing Qualifications 15 Points Max	Solution Cost	Solution Cost Points 35 Pts Max	TOTAL 100 Pts Max
			2014-014 DOIT Licensing				
Infor	11000 Olson Drive, Suite 201 Rancho Cordova, CA	19.9	11.2	9.4	$6,608,933	6.8	47.2
Accela	2633 Camino Ramon San Ramon CA 94583	22.3	15.5	11.4	$5,546,074	8.1	57.3
Iron Data	8601 Six Forks Rd, Suite 540 Raleigh NC	21.3	15.6	10.9	$2,851,600	15.7	63.5
System Automation	7110 Samuel Morse Drive, Suite 100 Columbia MD	21.1	13.5	11.2	*$1,280,810	35.0	80.8

Max Points	80.8

*
Original Solution Cost as submitted: $1,280,810. Due to negotiations and enhancements,
for improved revenue reporting and efficiences, the final contract cost is $1,296,814

(a net difference of $16,004)

Selection Team Members

Louise LaVertu, Executive Director
Joint Board of Licensure

Susan Goodness, Administrative Supervisor
Board of Nursing

Brian Earp,, Director Project Management Office
Departmnet of Health and Human Services

Frank Catanese, Chief Technology Officer
Department of Information Technology

Val Smith, Administrative Lieutenant
Liquor Commission, Division of Enforcement

Vicki Tinsley, Information Technology Manager
Department of Information Technology

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LICENSING
CONTRACT 2014-014
AGREEMENT- PART 1

Subject: Licensing
_____

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
Department of Information Technology		27 Hazen Dr Concord NH 03103	
1.3 Contractor Name		1.4 Contractor Address 7110 Samuel Morse Drive, Suite 100	
System Automation Corporation		Columbia, MD 21046	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
301-837-8000	030-003-1955-0300-034-0099-7130400	07/31/2018	$1,296,814
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
Vicki Tinsley		603-230-3408	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
(signature)		Charles Rubin, President	
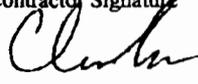
1.13 Acknowledgement: State of Maryland , County of Howard

On April 09, 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace	
[Seal] *(Notary stamp: SANDRA I ROBINSON, Notary Public, Howard County, My Commission Expires Aug 10, 2017)*	*(signature)* Sandra D. Robinson
1.13.2 Name and Title of Notary or Justice of the Peace	

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory
(signature) Department of Information Technology	*(signature)* Peter C. Hastings

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

1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: *(signature)*	On: 4/17/14
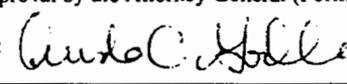
1.18 Approval by the Governor and Executive Council	
By:	On:

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

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

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

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

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

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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Date _01/07/14_

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

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Date _o5/09/12_

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

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Contractor Initials _CC_
Date _or/or/iy_

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 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
Best and Final Offer (BAFO)	For negotiated procurements, Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement,

	Section 1.1)
Contract Managers	The persons identified by the State and the vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management*)
Contracted Vendor / Vendor	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.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by 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 vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.

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

Key Project Staff	Personnel identified by the State and by SA as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to SA 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.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and 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 vendor on the Project
Proposal	The submission from a SA in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether

	fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS - Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. Vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between vendor and the State specifying the level of Service that is expected of and provided by vendor during the term of the Contract.
Services	The work or labor to be performed by vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Information Technology 27 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 vendor.

	The Contract Agreement SOW defines the results that vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State'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 vendor, which is performing Services under this Contract under a separate Contract with or on behalf of 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) to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when vendor 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	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
Warranty Period	A period of coverage during which vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
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 SA either in paper or electronic format.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology ("State"), and System Automation Corporation, a District of Columbia Corporation, ("SA"), having its principal place of business at 7110 Samuel Morse Drive, Suite 100 Columbia, MD 21046.

The purpose of this contract is to install a Commercial-Off-the-Shelf (COTS) software system and associated services for New Hampshire licensing and permitting agencies to manage licensing and permitting functions within the state to include back office functions as well as a public facing license management site.

RECITALS

The State desires to have System Automation Corporation provide a Commercial-off-the-shelf Software System, and associated Services for the Department of Information Technology;

System Automation Corporation wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – Consolidated Exhibits

        Exhibit A- Contract Deliverables
        Exhibit B- Price and Payment Schedule
        Exhibit C- Special Provisions
        Exhibit D- Administrative Services
        Exhibit E- Implementation Services
        Exhibit F- Testing Services
        Exhibit G- Maintenance and Support Services
        Exhibit H- Requirements- SA's Responses
        Exhibit I- Work Plan
        Exhibit J- Software License and related Terms
        Exhibit K- Warranty and Warranty Services
        Exhibit L- Training Services
        Exhibit M- Agency RFP with Addendums, by reference
        Exhibit N- SA Proposal, by reference
        Exhibit O- Certificates and Attachments

1.2 Order of Precedence

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

a. State of New Hampshire, Department of Information Technology Contract 2014-014.
b. RFP 2014-014 Licensing, dated May 30, 2013, with addenda 1 through 6 incorporated; then
c. SA's Proposal, dated August 9th, 2013.

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through July 31, 2018. The Term may be extended up to three years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond July 31, 2021.

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

The State does not require SA to commence work prior to the Effective Date; however, if SA commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of SA. In the event that the Contract does not become effective, the State shall be under no obligation to pay SA for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

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

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

omission of the other contractors if such delay, act, or omission is caused by or due to the fault of SA.

3. CONTRACT MANAGEMENT

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

3.1 SA's Contract Manager

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

Elana Glassberg
7110 Samuel Morse Drive, Suite 100, Columbia, MD 21046
Tel: 301-837-8000
Fax:: 301-837-8001
Email: eglassberg@systemautomation.com

3.2 SA's Project Manager

3.2.1   Contract Project Manager

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

3.2.2   SA 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 SA's representative for all administrative and management matters. SA's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. SA'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. SA's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3   SA shall not change its assignment of SA Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SA's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than SA Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. SA shall assign a replacement SA Project Manager within ten (10)

business days of the departure of the prior SA Project Manager, and SA shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim SA Project Manager.

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

3.2.5 SA Project Manager is:
> Evan Willner
> 7110 Samuel Morse Drive, Suite 100, Columbia, MD 21046
> Tel: 301-837-8000
> Fax: 301-837-8001
> Email: ewillner@systemautomation.com

3.3 SA Key Project Staff

3.3.1 SA 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-SA Response Checklist*. The State may conduct reference and background checks on SA Key Project Staff. The State reserves the right to require removal or reassignment of SA's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.2 SA shall not change any SA Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SA Key Project Staff will not be unreasonably withheld. The replacement SA Key Project Staff shall have comparable or greater skills than SA Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

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

> **3.3.3.1** SA Key Project Staff shall consist of the following individuals in the roles identified below:

SA's Key Project Staff:

Key Member(s)	Title
Evan Willner	Project Manager

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Angelique Locknane	Application Delivery Manager
Jeff Cohen	Business Analyst / Implementation Lead
Morty Tenebaum	Product Engineer
Sandeep Pattanayak	Software Development Manager
Annette Lamouse-Smith	Implementer
Sean Duvall	Implementer
Eric Enderle	
Herschel Steiner	
Derek Patterson	
Nicole Boggs	
Vernon Carter	Implementer

3.4 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:

Vicki Tinsley
Department of Information Technology
64 South Street, Concord, NH 03103
Tel: (603) 230-3408
Fax: (603) 271-8460
Email: vicki.tinsley@doit.nh.gov

3.5 State Project Manager

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

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

The State Project Manager is:

Vicki Tinsley
Department of Information Technology
64 South Street, Concord, NH 03103
Tel: (603) 230-3408
Fax: (603) 271-8460
Email: vicki.tinsley@doit.nh.gov

3.6 Reference and Background Checks

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

screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 SA Responsibilities

SA 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.

SA may subcontract Services subject to the provisions of the Contract. SA must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider SA 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.

4.2 Deliverables and Services

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

Upon its submission of a Deliverable or Service, SA represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

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

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:
    a. Remove or modify any program markings or any notice of SA's proprietary rights;
    b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
    c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5.4 Title

SA must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

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

7. SERVICES

SA 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

SA 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

SA 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

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

7.4 Training Services

SA 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

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

8. WORK PLAN DELIVERABLE

SA 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*. SA shall update the Work Plan as necessary, but no less frequently 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 SA from liability to the State for damages resulting from SA'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, SA must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of SA 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 SA 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 SA's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

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

SA 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 SA's requested Change Order within five (5) business days. The Department of Information Technology shall 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 SA to the State and the State acceptance of SA'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

Upon successful completion and/or termination of the Implementation of the Project, SA 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 SA provided Software, and their associated Documentation including any and all performance enhancing operational plans and SAs' special utilities. SA 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 SA 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, SA shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 SA's Materials

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

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.

10.5 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, SA 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)*. SA 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 SA's performance under the Contract.

11.2 State Confidential Information

SA shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to SA 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. SA shall immediately notify the State if any request, subpoena or other legal process is served upon SA regarding the State Confidential Information, and SA 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, SA shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 SA Confidential Information

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

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

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

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

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

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

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

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

13.1 Termination for Default

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

    a. Failure to perform the Services satisfactorily or on schedule;

    b. Failure to submit any report required; and/or

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

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

    a. Unless otherwise provided in the Contract, the State shall provide SA written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If SA fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving SA notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

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

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

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

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

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

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

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to SA. In the event of a termination for convenience, the State shall pay SA 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, SA shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if SA 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 SA, the State shall be entitled to pursue the same remedies against SA as it could pursue in the event of a default of the Contract by SA.

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require SA 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, SA shall:
a. Stop work under the Contract on the date, and to the extent specified, in the notice;

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

required, which approval or ratification shall be final for the purpose of this Section;

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

d. 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

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

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 SA 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 SA 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 SA of any of its obligations under the Contract nor affect any remedies available to the State against SA that may arise from any event of default of the provisions of the contract. The State shall consider SA 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 SA from assigning the Contract to the successor of all or substantially all of the assets or business of SA provided that the

successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that SA should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with SA, its successors or assigns for the full remaining term of the Contract; continue under the Contract with SA, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to SA, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	SA	STATE	CUMULATIVE ALLOTTED TIME
Primary	Evan Willner Project Manager	Vicki Tinsley State Project Manager (PM)	5 Business Days
First	Elana Glassberg Contract Manager	Theresa Pare-Curtis Web Services Director	10 Business Days
Second	Charles Rubin, President	Peter Hastings Commissioner	15 Business Days

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

17. ESCROW OF CODE

SA will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires SA to put the Contracted SA Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:
a. SA has made an assignment for the benefit of creditors;
b. SA institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
c. a receiver or similar officer has been appointed to take charge of all or part of SA's assets; or

d. SA or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

18. GENERAL PROVISIONS

18.1 Travel Expenses

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

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

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

The State will work with SA to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for SA's staff.

18.4 Access/Cooperation

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

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

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.6 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"), SA 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 SA access or attempt to access any information without having the express authority to do so.

c. That at no time shall SA 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 SA 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 SA. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if SA 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.

18.7 Email Use

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

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

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

18.11 Insurance

18.11.1 SA Insurance Requirement
See Contract Agreement Part 1-Form P-37 Section 14.

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements, Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

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CONTRACT 2014-014- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

SA shall provide the State with an Enterprise License Management System which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

The schedule below is a combined schedule for Deliverables associated with each separate agency listed in RFP 2014-014 Tables C-3.2a through C-3.2r plus those associated with the Forester Board and the Home Inspection Board. Table 1 shall be updated on a day for day basis based on the effective date of the contract.

Table 1 Activity, Deliverables and Milestones

Activity, Deliverable & Milestone	Proposed Date
Conduct Project Kickoff Meeting	6/18/2014
Status Meetings	Bi-Weekly
Work Plan	6/09/2014
Goals and Objectives Document	6/18/2014
Conduct Research and Requirements Validation	10/24/2014

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CONTRACT DELIVERABLES

Activity, Deliverable or Milestone	Proposed Date
Requirements Analysis Report	11/24/2014
Conduct Technical and Information Architecture Review and Develop Plan	6/19/2014
Information Map and Navigation Plan	11/24/2014
Database Architecture and Data Dictionary	11/24/2014
Design Documentation	11/24/2014
Software install in DEV environment	9/12/2014
Software install documentation and training	9/12/2014
Software administration documentation and training	9/26/2014
Configuration for all license types in conformance with technical plan	3/12/2015
Data extracts	4/30/2015
Data conversion for all license types in conformance with technical plan	6/12/2015
User Acceptance	9/23/2015
Warranty Completion	12/23/2015

3. TRAINING DELIVERABLES

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

4. SOFTWARE LICENSES

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

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CONTRACT 2014-014- PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1   Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling $1,296,814 for the period between the Effective Date through July 31, 2018. SA shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow SA to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table B-1 Combined Deliverables Pricing for all Agencies

Table B-1 Combined Deliverables Pricing for all Agencies

Activity, Deliverable or Milestone	Payment	10% Hold Back	Total
Conduct Project Kickoff Meeting	$17,276	$1,919	$19,195
Status Meetings	$35,337	$3,926	$39,263
Work Plan	$15,705	$1,745	$17,450
Goals and Objectives Document	$23,558	$2,617	$26,175
Conduct Research and Requirements Validation	$51,042	$5,671	$56,713
Requirements Analysis Report	$43,190	$4,798	$47,988
Conduct Technical and Information Architecture Review and Develop Plan	$54,968	$6,107	$61,075
Information Map and Navigation Plan	$39,263	$4,362	$43,625
Database Architecture and Data Dictionary	$51,042	$5,671	$56,713
Design Documentation	$47,116	$5,235	$52,351
Software install in DEV environment	$27,485	$3,053	$30,538
Software install documentation and training	$41,619	$4,624	$46,243

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PRICE AND PAYMENT SCHEDULE

Software administration documentation and training	$47,116	$5,235	$52,351
Configuration for all license types in conformance with technical plan	$141,346	$15,705	$157,051
Data conversion for all license types in conformance with technical plan	$70,674	$7,852	$78,526
Data extracts	$43,200	$4,800	$48,000
User Acceptance	$78,526	$8,725	$87,251
Warranty Completion	Included	Included	Included
TOTAL	**$828,463**	**$92,045**	**$920,508**

Table 2-B Future Hourly Rates

Position Title	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project Manager	$145	$145	$145	$145	$145
Application Delivery Manager	$145	$145	$145	$145	$145
Implementation Specialist	$145	$145	$145	$145	$145
Documentation	$145	$145	$145	$145	$145
Developer	$145	$145	$145	$145	$145
Analyst	$145	$145	$145	$145	$145
Product Engineer	$145	$145	$145	$145	$145
Network Engineer	$145	$145	$145	$145	$145

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Table B-3 Software Licensing, Maintenance and Support Pricing

Software	Type (Annual/ Perpetual)	Initial Cost	Support/ Upgrades	SFY 2015*	SFY 2016*	SFY 2017	SFY 2018
MyLicense Office	Perpetual	$0.00	Included in Maintenance	$80,090	$40,500	$40,500	$40,500
MyLicense eGov	Perpetual	$0.00	Included in Maintenance	$21,289	$24,500	$24,500	$24,500
MyLicense Verification	Perpetual	$0.00	Included in Maintenance	Included	Included	Included	Included
MyLicense Mobile	Perpetual	$0.00	Included in Maintenance	$22,106	$12,000	$12,000	$12,000
MyLicense Document Handling	Perpetual	$0.00	Included in Maintenance	$7,002	$8,000	$8,000	$8,000
Platinum	Perpetual	n/a	n/a		Included	Included	Included
Current System Maintenance				$131,306			
Sub Totals				$131,306	$85,000	$85,000	$85,000
Grand Total							$376,306

*Note – Maintenance in SFY 2015 shall be for the maintenance of the current licensing infrastructure. After SFY 2015 the current infrastructure shall be maintained at the rate of $85,000 per year, prorated to the Go Live date. After the go live date the warranty begins, all support for the current infrastructure ends. After the go live date of the new enterprise environment, support for additional production instances outside of the new enterprise environment will require a separate maintenance and support agreement. Maintenance for the new system shall begin upon the completion of the
Warranty Period and shall be prorated from that point.

Table 4 Summary Pricing Table

Table 1 Combined Deliverables Pricing	$920,508
Table 3 Contract Maintenance Pricing	$376,306
Grand Total	$1,296,814

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,296,814 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to SA for all fees and expenses, of whatever nature, incurred by SA in the performance hereof.

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

3. INVOICING

SA 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. SA 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:

Vicki Tinsley
64 South Street
Concord NH 03101

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

System Automation Corporation
7110 Samuel Morse Drive Suite 100
Columbia, MD 21046

5. OVERPAYMENTS TO SA

SA 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 SA's invoices with appropriate information attached.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

7. PROJECT HOLDBACK

The State shall withhold 10 percent (10%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. CONDITIONAL ACCEPTANCE OF DELIVERABLES

After review, if the State determines that a deliverable contains deficiencies but is substantially complete the State may conditionally accept the deliverable with a plan from System Automation to correct the deficiencies. System Automation will be able to invoice the State for 80% of the amount for that deliverable. The remaining 20% payment will be made after all the remaining deficiencies are corrected in the deliverable and accepted by the State.

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EXHIBIT C
SPECIAL PROVISIONS

1. Insurance

Both parties agree to amend section 14.1.1 of the Agreement Part 1 General Provisions of Contract 2014-014 in order to show the amount of insurance is in agreement with SA's coverage currently in force for comprehensive general liability in the amount of $1,000,000 for each occurrence and the excess/umbrella liability in the amount of $5,000,000 for each occurrence

2. Agreement Part 1, Item 1.6 Account Number.

Both parties agree to amend Agreement Part 1, Item 1.6 Account Number of Contract 2014-014 to show the following account number: 01-03-03-030030-2955-34. To the extent that there is a discrepancy, the account number in this Exhibit C is the controlling number.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

SA 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 SA Key Project Staff and State Project leaders from both the licensing agencies and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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

c. **Status Meetings:** Participants will include, at the minimum, the SA Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and will address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from SA 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 SA 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 SA to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be SA's responsibility.

The SA Project Manager or SA Key Project Staff shall submit every two weeks 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 SA'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. SA 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 week period;
5. Future activities; and

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ADMINISTRATIVE SERVICES

6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

SA 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*.

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

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

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ADMINISTRATIVE SERVICES

4. ACCOUNTING REQUIREMENTS

SA 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 SA shall maintain records pertaining to the Services and all other costs and expenditures.

5. WORK HOURS

SA personnel when onsite 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.

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

SA shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. SA shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan. The agencies specified below.

Accountants
Allied Health
Child Care
Dental
Electricians
Fire Protection Equipment
Forester Board
Gas Fitters
Health Facilities
Home Inspection Board
Mental Health
Natural Scientists
Nursing
Nursing Assistants
Plumbers
Real Estate Appraisers
Real Estate Commission
Veterinarians

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

C. 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.

D. SA shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

E. SA shall manage Project execution and provide the tools needed to create and

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

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.

F. SA shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. 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.

1.2.1 Implementation

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

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

Implementation shall be a one-time statewide Implementation.

1.2.2 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

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

SA's Project management approach will use a Project Management Institute (PMI) and Capability Maturity Model based Project Management Framework.

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

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EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

SA shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. SA will also provide training as necessary to the State staff responsible for test activities. SA 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, SA 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. SA shall also correct Deficiencies and support required re-testing.

Test Planning and Preparation

SA shall provide the State with an overall Test Plan that will guide all testing. The SA 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 SA's Project Manager's Certification, in writing, that SA's own staff has successfully executed all prerequisite SA 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 (5) business days of receiving Certification from SA that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from SA's development environment. SA must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

Unit Testing

In Unit Testing, SA shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The SA developer who is responsible for a specific unit of work will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
SA Team Responsibilities	For application modules, conversions and interfaces the SA team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

System Integration Testing

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

Thorough end-to-end testing shall be performed by the SA 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.

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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.
SA Team Responsibilities	Take the lead in developing the Systems Integration Test Specifications. Work jointly with the State to develop and load the data profiles to support the test Specifications. Work jointly with the State to validate components of the test scripts.
State Responsibilities	Work jointly with SA to develop the Systems Integration Test Specifications. Work jointly with SA to develop and load the data profiles to support the test Specifications. Work jointly with SA to validate components of the test scripts, modifications, fixes and other System interactions with the SA supplied Software Solution.
Work Product Description	The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

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

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.

User Acceptance Testing (UAT)

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

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

The State shall be presented with all testing results, as well as written Certification that SA has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from SA that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

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

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

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

Performance Tuning and Stress Testing
SA shall develop and document hardware and Software configuration and tuning of software 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

1.7.1 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.

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SYSTEM MAINTENANCE

The Vendor shall maintain and support the system in all material respects as described in Exhibit B.

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

Maintenance Releases

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.

Vendor Responsibility

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

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

a. Class A Deficiencies - 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;

The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

For all reported maintenance issues, 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; and

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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.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in H-25.14, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Part 2 Section 13, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.

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Contractor Responses to Exhibit D in the RFP

Table C-2 General System Requirements - Vendor Response Checklist

Req #	GENERAL REQUIEMENTS VENDOR RESPONSE CHECKLIST			
	State Requirements			
	Requirement Description	Criticality M- MANDATOR Y D=DESIRED		
	BILLENSING			
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard
G-2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard
G-3	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	SA uses weekly status reports as part of our standard project management approach. Section <***> provides an example. Weekly status reports are published to the project Sharepoint site.
G-4	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. Documentation will be maintained in MS WORD format in a mutually accessible and agreed upon electronic site.	M	Yes	Standard	As part of our standard implementation methodology, SA will provide a project Sharepoint site that will serve the repository for all project documentation and artifacts. Please reference section <****> for more detailed information on the technical documentation that SA provides.

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BUSINESS REQUIEMENTS VENDOR RESPONSE RESPONSE CHECKLIST

Req #	State's Requirements		
	Requirement Description	Criticality M- MANDATORY D=DESIRED	
B1 LICENSING			
B1.1	Business rules for processing initial licenses, reinstatements and renewals are configurable to the license type, licensure entry method and status.	M	Yes	Standard
B1.2	Checklists of requirements for initial licensure and license renewal can be defined by license type, licensure entry method and license status.	M	Yes	Standard
B1.3	Fees for licenses can be defined and calculated based on any data field in the database related to the license.	M	Yes	Standard
B1.4	Renewals can be generated for one or more license types at one time.	M	No	Future	Currently the system allows users to generate renewal records for a single license type at a time. SA will provide an enhancement to the product to allow multiple license types within the same profession to be generated.
B1.5	Renewals can be generated in an unattended batch mode.	M	Yes	Standard
B1.6	Unique license numbers can either be automatically assigned or can be manually entered.	M	Yes	Standard

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B1.7	Temporary licenses can be issued.	M	Yes	Standard	
B1.8	Temporary licenses can "graduate" to approved licenses.	M	Yes	Standard	
B1.9	Temporary license graduated to permanent license can have the same number or same root number with different prefix or suffix as the temporary license or graduated license can have a new number	M	Yes	Standard	
B1.10	License number patterns or masks can be created and assigned to license types automatically	M	Yes	Standard	
B1.11	License numbers are issued by system either upon creation of application or approval of license. This choice is controlled by configuration and can be modified.	M	Yes	Standard	
B1.12	Renewal processing can be done in batch mode or by back office (state) user intervention	M	Yes	Standard	
B1.13	Back office (state) users must be able to make changes and corrections to all license data including license numbers, license types, issue dates, expiration dates and license status.	M	Yes	Standard	
B1.14	Applications in the initial application process can be given statuses within the work flow such as "in process" , "pending receipt of documents", "approved", "denied"	M	Yes	Standard	Transaction (including initial applications) can be assigned a configurable set of statuses to show the progress of the transaction.
B1.15	Must be able to generate an unlimited number of renewal reminders for one or more license types in batch.	M	Yes	Standard	
B1.16	System must be able to calculate future expiration dates, fees, and renewal notice time periods based on configurable parameters which can be set by license status, license type, obtained by, profession.	M	Yes	Standard	

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B2 CONTINUING EDUCATION				
B2.1	Continuing education requirements including course requirements, carry forward credits and pro-rated credits must be configurable by license type and license status.	M	Yes	Standard	
B2.2	Option to audit continuing education either at renewal or after renewal	M	Yes	Standard	
B2.3	Continuing Education audit percentage is configurable	M	Yes	Standard	
	Continuing education providers can submit course taught, attendees and scores electronically, licensee records are updated with provider data	M	Yes	Standard	This can be done through an import or a web services call
B2.4	automatically	D	Yes	Standard	
B2.5	Formulas for pro rate continuing education requirements can be created.	D	No	Custom	The requirements would need to be evaluated to determine if software customization is needed.
B3 COMPLAINT MANAGEMENT				
B3.1	A complete discipline module exists that handles the process of discipline from external or internal complaint to compliance.	M	Yes	Standard	
	Complaint and compliance information from external sources can be attached to the licensee record and optionally posted to the public	M	Yes	Standard	

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	website.				
	Must be able to expire discipline information and remove from public access.	M	Yes	Standard	
	The public can submit complaints about licensees via the public website	M	Yes	Standard	
B4 INSPECTIONS / INVESTIGATIONS					
B4.1	Inspection forms can be completed on a mobile device and data written to the licensee record.	D	Yes	Standard	
B4.2	Inspection requirements can be set up by license type, license status, licensure entry method	M	Yes	Standard	
B4.3	Inspections can be assigned individually or in batch by area, license type, business type, etc.	M	No	Custom	The ability to assign in batch will require software customization.
B4.4	Must be able to record time worked on inspections and investigations.	M	Yes	Standard	
B4.5	Letter and email documents can be submitted to the batch based on configurable events within inspection / investigation process.	M	Yes	Standard	
B4.6	Inspection and license documents can be printed on-site from the mobile device if desired.	M	Yes	Standard	
B4.7	Must have a configurable option that when a facility license is approved, the license information is made available to the inspector assigned that region. Inspector can schedule the visit.	M	Yes	Standard	
B4.8	Laws and regulations related to the profession must able to be made available within the application so as to be able to indicate the specific violation. Table of laws and regulations must be editable. Expired laws and regulations must be visible in the system but marked as inactive.	M	Yes	Standard	

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B4.9	Inspection forms can be designed for license type, license status, complaint type, complaint status.	M	Yes	Standard

	B5 DOCUMENT MANAGEMENT			
B5.1	System can interface with a third party document management system.	M	Yes	Standard
B5.2	Documents are stored in a file system.	M	Yes	Standard
B5.3	Stored documents can be linked to different records within the license and permit process	M	Yes	Standard
B5.4	Common document types (.pdf, .docx, .xls) can be attached to records	M	Yes	Standard
	Documents created in the back end can be posted to the public website and linked to the license record. Examples of documents are inspection findings, discipline actions and corrective action plans.			
B5.5	Must be able to link video files to license	M	Yes	Standard
B5.6	information in the application.	D	Yes	Standard
B5.7	Must be able to link scanned documents to license records.	M	Yes	Standard
	Ability to create pdf of original application, renewal application, inspection reports, etc. is available on the related screens. I.e. User does not			
B5.8	have to go to a special document area	M	Yes	Standard

B6 SCHEDULING

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B6.1	Continuing education course and exam schedules are available online.	D	No	Future	This capability will be part of an enhancement to the event scheduling feature and will involve software updates to both MyLicense Office and MyLicense eGov. It will be available as part of a 4.X release.
B6.2	Current licensees and initial applicants can register on the public facing website for available courses and exams.	D	No	Future	This capability will be part of an enhancement to the event scheduling feature and will involve software updates to both MyLicense Office and MyLicense eGov. It will be available as part of a 4.X release.
B6.3	Back office (state) users and authorized continuing education providers can enter and maintain course and exam information from the public facing website.	D	No	Future	This capability will be part of an enhancement to the event scheduling feature and will involve software updates to both MyLicense Office and MyLicense eGov. It will be available as part of a 4.X release.
B6.4	Authorized exam and course providers can enter student completion information such as dates and scores from the public facing website.	D	No	Future	This capability will be part of an enhancement to the event scheduling feature and will involve software updates to both MyLicense Office and MyLicense eGov. It will be available as part of a 4.X release.
B6.5	Exam and course information is part of the licensee record	M	Yes	Standard	

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							Additional information about the third party vendor will help determine the integration level.
B6.6	The system can integrate with a third party scheduling program to schedule courses, exams and inspections.	D		No		Custom	

B7 PUBLIC WEBSITE							
B7.1	Licensee users can attach common document types (pdf, doc, docx, xls, txt) to license renewals, initial applications, complaint filing, etc.	M		Yes		Standard	
B7.2	General public can submit complaints on the public website. Complaints are not publicly displayed but transmitted to the back end system.	M		No		Future	Currently the system has a feature that allows a public user to submit a complaint using a web form. The information submitted in the form is then emailed to the designated state email address. The data is not entered directly into the backend database. The ability for the complaint to transmit directly to the back office system will be available in 2014.
B7.3	Web users can save partially completed applications and return at a later time to complete.	M		Yes		Standard	
B7.4	The system can be configured to allow or disallow web users to submit applications without payment. Configuration is based on license type, license status, obtained by method.	M		Yes		Standard	

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B7.5	Web application has function that reminds the user of their user id.	M	Yes	Standard	
B7.6	Web application has a password reset function.	M	Yes	Standard	
B7.7	The public facing website has intelligence so that users are lead to complete the correct forms for their unique situation. I.e.; responses to prompts follow a business logic flow by license type.	D	No	Custom	Additional information about the business process and workflow will help determine the level of effort.
B7.8	Licensees can log in to their account on the website and print their licenses after license approval.	D	No	Future	This functionality will be available Q1 2014. The agency users will have the ability to make documents available to applicant or licensees who log into their online account.
B7.9	Capability to allow licensee users to see their scheduled inspection date and time on the public facing website.	D	No	Custom	Currently completed inspection information is available through the public verification site. An enhancement would need to be implemented to allow for a licensee to log into their online account and view scheduled inspections.
B7.10	Data that is deemed public information can be posted to the public facing website for viewing by the general public.	M	Yes	Standard	
B7.11	The general public will have the capability to search for license information based on relevant criteria that is configurable by license types.	M	Yes	Standard	
B7.12	The public facing website must be able to take as input all of the data that is required for licensure. I.e.; if it can be input in the back office application then it must be optional to have it input in the	M	Yes?	Standard	

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	web application.			
	Licensee users must be able to pay one time for one or more license renewals done in a sessions. For example; a corporation with many licensed field sites must be able to renewal all licenses of the field sites and pay one payment for the entire			Multiple transactions for various license types can be added to the eGov shopping cart and paid for with a single
B7/13	set of renewals.	M	Yes	Standard	payment submission.

B8 USER INTERFACE				
B8.1	State office users can save access to different functions of the application including reports as 'favorites' in the application similar to favorites function in web browser.	D	No	Custom	This would require customization based on the business requirements
B8.2	Must be able to block individuals from applying for new licenses, renewing licenses, etc. on the public facing website	D	Yes	Standard	
B8.3	System can be configured to allow the state user to view any or all data associated with an entity (license or person) including basic license information; education, employment, trade names, employees, test information	D	Yes	Standard	
B8.4	Back office system has a user interface for querying the database by any field in the database. This feature must be securable.	D	Yes	Standard	
B8.5	Users can write and save ad-hoc query easily from within the back office application	D	Yes	Standard	

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Initial All Pages:
SA's Initials _____

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ID	Requirement				Comments
B8.6	Reports can be created and saved as icons on the desktop. Only authenticated users can execute these reports.	D	No	Not Proposing	Reports cannot be saved as icons on the desktop.
B8.7	Program functionality can be accessed from icons on the desktop. For example, a user can create an icon that takes them directly to the renewals portion of the application. Only authenticated users can execute these functions.	D	No	Not Proposing	
B8.8	Must be able to write custom help screens that are displayed in a context sensitive help system.	D	Yes	Standard	
B8.9	Must be able to use color markers to indicate different licensing, discipline and inspection statuses.	D	Yes	Standard	Licenses status are color coded. Inspection status are not.
B8.10	Must have a messaging capability so that messages can be sent via the application to users on the network.	D	Yes	Standard	
B8.11	Must be able to filter all configuration data so that only specific agency configuration is viewable; all dropdowns, titles, help text, menu items, etc must be agency specific.	M	No	Future	We meet some of these requirements now and have plans include other requirements in a future. Further discussion will be required to determine the specific details of this line item.
B9 DATA					
B9.1	Data checking must be available both in the back office application and in the public facing website so that common typographical errors are not submitted.	M	Yes	Standard	

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B9.2	Data checking functions on fields can be enabled or disabled by system administrators.	D	Yes	Standard
B9.3	All data posted to the web by public users is visible by back office users at any time during the life of the license if allowed by security.	M	Yes	Standard
B9.4	Data imports and exports can be created by the user through a user interface and saved for future use.	M	Yes	
B9.4.1	The system shall provide an ARICST export file containing customer records that will be processed by the NH First statewide accounting system. A customer record is equivalent to a license record in the enterprise licensing system.	D	Yes	Standard	The ARICST export requirement shall be met by creating a custom export using standard features of the system and database.
B9.4.2	The system must be able to process a data file containing NH First customer values and store those values with the associated license record in the enterprise licensing system.	D	Yes	Standard	This requirement shall be met by creating a custom import using standard features of the system.
B9.4.3	The system shall provide an ARITRANS export file containing invoice records to be processed by the NH First statewide accounting system. An invoice record is equivalent to a fee that is paid in the enterprise licensing system.	D	Yes	Standard	The ARITRANS export requirement shall be met by creating a custom export using standard features of the system and database.
B9.4.4	The system shall provide an ARIDISTRIB export file containing the account distribution information to be processed by the NH First statewide accounting system. The ARIDISTRIB file must reference invoice records sent in the ARITRANS file and include the NH FIRST configured agency and division codes.	D	Yes	Standard	The ARIDISTRIB export requirement shall be met by creating a custom export using standard features of the system and database.
B9.4.5	The system shall provide an ARIPMT export file containing payment information to be processed by the NH First statewide accounting system. The	D	Yes	Standard	The ARIPMT export requirement shall be met by creating a custom export using

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	ARIPMT file must reference invoice records sent in the ARITRANS file and include the NH FIRST configured agency specific cash codes.				standard features of the system and database.
B9.4.6	The system must be able to include information about unallocated payments and returned payments in the ARITRANS, ARIDISTRIB, and ARIPMT files.	D	Yes	Standard	The requirement shall be met using standard cashiering features of the system and by creating the proper custom exports using standard features of the system and database.
B9.5	Views of the data can be created and restricted by profession or license type	M	Yes	Standard	The role base security functions meet this requirement
B9.6	Data import and data export jobs can be scheduled or run manually.	M	Yes	Standard	
B9.7	Must be able to purge outdated license and permit data and system configuration data from the database without disrupting application. Obsolete data to include: unfinished applications, renewals not completed, business rules that are no longer in effect, etc. Referential integrity must be maintained after the data is purged.	M	Yes	Standard	

B10 REPORTS / FORMS / COMMUNICATIONS					
B10.1	System must have ad-hoc reporting function.	M	Yes	Standard	
	Forms can be created for data collection on the public facing web application or back office application. Forms creation is ad-hoc. Data collected on the form is stored in database.	M	Yes	Standard	
B10.2	Examples of forms usage are forms for surveys,	D	Yes	Standard	

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	accounting and taxes, and special data collection.			
	Any email message or printed document can be created based on any system event such as renewal created, application approved, fee paid, training expired, course scheduled etc.	M	No	We have capabilities to meet this requirement, but the statement "any event" is so broad that it may require customization to meet some circumstances.
B10.3	Document templates can be created for automatic single document and batch printing.	M	Yes	Custom
B10.4	Cognos can be used for a reporting tool.	M	Yes	Standard
B10.5	Crystal Reports can be used for a reporting tool.	M	Yes	Standard
B10.6	Email addresses are checked for valid format by having the public facing website user respond to an email sent to their address by the system.	M	Yes	Standard
B10.7	Any letter or email can be configured to be sent outside of license system events: i.e.: the addresses information in the database and the email and print functionality of the system can be used to send other types of email and printed notices	D	No	The system currently validates the format of the email (e.g. must have a @ and a .xyz)
B10.8	All fields in the database must be made available to be printed in template documents and reports.	M	Yes	Standard
B10.9	If an email attempt has failed the document is sent to the print batch	M	Yes	Standard
B10.10		M	Yes	Standard
				The item will be in print queue history and can be re-queued and either emailed or printed.

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B10.11	System must have knowledge of work flow for the different license types and professions. Different tasks of the work flow must be assignable to internal users.	M	Yes	Standard	We meet this requirement with current capabilities and have plans to improve upon existing workflow with future enhancements.
B10.12	system must notify system user of a new assignment in a workflow	M	Yes	Standard	
B10.13	users can easily create data extracts for download to excel or access database	M	Yes	Standard	
B10.14	license data can be printed as bar code on documents	M	Yes	Standard	
B10.15	the system must be able to generate an email in response to receipt of renewal or initial application	M	yes	Standard	

2				
B11.1	Both the web and the back office systems can be connected to an address verification service.	D	No	Custom	The existing functionality allows for users to enter their zip code and the city, state and county will automatically populate.
B11.2	system can get notification of failed email delivery attempt	D	No	Custom	This requires further discussion with the state to determine the business requirements.
B11.3	Can link the application to other internal applications. For example a user can reach a separate inspection or inventory system from within the licensing application.	D	Yes	Standard	Within the licensing system, users can access inspection information and assign Inspections.

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B11.4	Interface with Moodle for scheduling training, education, exams and special events.	D	No	Custom	This requires further discussion with the state to determine the business requirements.
B11.5	System has an SDK so that certain system functions can be called from other programs	D	No	Custom	This requires further discussion with the state to determine the business requirements.
B11.6	System must interface to MS Outlook so that inspection / investigation appointments, renewal reminders and other significant system events can be automatically placed on a user calendar if desired.	D	No	Custom	This requires further discussion with the state to determine the business requirements.
B11.7	System can Interface to GIS	D	No	Custom	This requires further discussion with the state to determine the business requirements.

B13 PAYMENT				
B13.1	System can process credit card, EFT, debit card, check, cash	M	Yes	Standard	

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B13.2	Application is PADSS compliant.	M	No	Future	SA in in the process of becoming PDASS compliant. SA anticipates completion within the coming months. SA has observed that most states have migrated to a session hand off between line of business applications such as Mylicense eGov and payment processors. This approach removes the line of business applications from the transmission and settlement of credit card transactions, reducing the PA DSS requirements.
B13.3	Recording payments must be easy and require a minimum of screens and mouse clicks.	M	Yes	Standard	
B13.4	Must be able to record fees not related to licensing such as printing fees, fines, etc.	M	Yes	Standard	

B14 SECURITY

	The system must have levels of security so that access to all system objects such as fields, forms, reports, etc. can be controlled.	M	Yes	Standard
B14.1	The system must have admin roles that allow access to all features and functions.	M	Yes	Standard
B14.2	The system must be configurable so that new license set up can be added by system administrators	M	Yes	Standard
B14.3	administrators			

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B14.4	The system administrators must be able to add new functionality, change fees, modify screens, etc.	M	Yes	Standard

B15 SYSTEM ADMINISTRATION				
B15.1	Must be able to change field names, report titles, help screens independent of vendor	M	Yes	Standard
B15.2	Must be able to modify forms and reports independent of vendor.	M	Yes	Standard
B15.3	The system must log all changes to record with date and time stamp and user.	M	Yes	Standard
B15.4	The changes to records must be viewable from within the system	D	Yes	Standard

B16 TRAINING				
B16.1	Vendor must provide training on system administration so that state technology staff can correct typical operational problems including data errors, printing problems, user log in problems, accounting problems	M	Yes	Standard
B16.2	Vendor must provide training on system administration so that state technology staff can install and configure additional license types for full operation in the system.	M	Yes	Standard
B16.3	Vendor must provide training on system use so that state users can create and edit documents relative to license and permit management.	M	Yes	Standard

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B16.4	Vendor must provide training on system installation so that state technology staff can independently install and configure all parts of the system to full functionality.	M	Yes	Standard
B16.5	Vendor must provide training on database administration so that state database administrators can manage the daily data tasks required for full operation.	M	Yes	Standard
	If the system has a data import/export feature the vendor must provide training on the creation of data import and exports so that state agency users can independently create data imports and exports.	M	Yes	Standard
B16.6	If the system has an ad-hoc reporting feature the vendor must provide training on the creation of reports so that state agency users can independently create ad-hoc reports.	M	Yes	Standard
B16.7		M	Yes	Standard

APPLICATION REQUIREMENTS VENDOR RESPONSE CHECKLIST

Req #	Requirement Description	State Requirements	
		Criticality M-Mandatory O-Desired	MANDATORY CHECKLIST

A1 TECHNICAL

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A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	Standard	The proposed solution is using MS SQL Server and will allow data access using any of the standard drivers that MS SQL Server supports.
A1.2	The system software adheres to open standards and is not proprietary.	D	No	Not Proposing	The system makes use of industry standard technologies but is not considered open source.
A1.3	The database platform adheres to open standards.	M	Yes	Standard	
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes	Standard	
A1.5	Web-based compatible and in conformance with the following W3C standards:XHTML 1.0,CSS 2.1, XML 1.0 (fourth edition)	M	Yes	Standard	
A1.6	System must use MS SQL Server database	M	Yes	Standard	
A1.7	Be Section 508 Compliant	M	Yes	Standard	The public facing components meet this requirement
A1.8	Compatible with all current browsers that are installed with the standard, default settings	M	Yes	Standard	
A1.9	Browser functionality must not rely on Java, Javascript or Java Applets to work	M	Yes	Standard	
A1.10	Personally identifiable information must be encrypted	M	Yes	Standard	
A1.11	Data validation does not occur in the browser	M	Yes	Standard	
A1.12	Application is PADSS v2.0 compliant	M	No	Future	SA is in the process of meeting this requirement. This will be completed in the coming months.

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A1.13	At a minimum, the System should support this client configuration: Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2007, 128 bit encryption and all current, popular browsers.	M	Yes	Standard
A2 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
A2.2	Verify the identity or authenticate all of the system's users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.3	Enforce unique user names.	M	Yes	Standard
A2.4	Enforce all state office user complex passwords of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Yes	Standard
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	Standard
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard
A2.7	Expire passwords after 90 days	M	Yes	Standard
A2.8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.9	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard
A2.10	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard

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A2.11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard
A2.12	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard
A2.13	Log all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard
A2.14	The application shall securely log all activities to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard
A2.15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard
A2.16	Use only the Software and System Services designed for use	M	Yes	Standard
A2.17	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard
A2.18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard
A2.19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard
A2.20	Create change management documentation and procedures	M	Yes	Standard
A3 *DATA INTEGRITY*				
A3.1	Application must have functions to maintain data	M	Yes	Standard

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integrity.

HARDWARE REQUIREMENTS VENDOR RESPONSE CHECKLIST

Req #	State Requirements			
	Requirement Description	Category: M: MANDATORY		

E1 Equipment

Req #	Requirement Description	Category M: MANDATORY		
E1.1	Vendor must to identify all equipment required to support the proposed solution	M	Yes	Standard	Please reference Topic 13.
E1.2	Vendor shall identify all 3rd party tools required to support the proposed solution and indicate if licensing costs are included in the pricing	M	Yes	Standard 13.	Please reference Topics 1 and

PROJECT MANAGEMENT VENDOR RESPONSE CHECKLIST

Req #	State Requirements			
	Requirement/Description			

P1 PROJECT MANAGEMENT

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P1.1	Vendor shall participate in an Initial kick-off meeting to initiate the Project.	M	Yes	Standard
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	Yes	Standard	User, technical and System Documentation are stored on System Automation's FTP server. Documentation is provided in PDF format. Project documentation is maintained on System Automation's SharePoint project site.

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

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

In conjunction with SA's Project Management methodology, which shall be used to manage the Project's life cycle, the SA 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 SA team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with SA's Work will support the ongoing management of the Project.

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.
SA shall provide a separate escrow agreement for the application.
SA shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

The SA Team shall perform this Project at State facilities at no cost to SA.
The SA Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
The SA Team shall honor all holidays observed by SA or the State, although with permission, may choose to work on holidays and weekends.
The State shall provide adequate facilities for the SA Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the SA Team and shall be available when the Project begins.

C. Project Management

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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 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. SA'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 SA 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.

SA assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.

The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of three (3) instances of the applications (instances include: development, Testing, and production). All instances shall be installed on similar hardware configurations and operating system.

The State's hardware operating environment and supporting software shall meet SA certification requirements for the applications deployment being installed.

The State is responsible for providing the Internet access.

SA will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to SA and State of New Hampshire teams building of the environment.

Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E.   Conversions

The SA Team shall:

SA will provide the State with data file formats for conversion.

Load the data files to the MyLicense system.

Work with the agency to validate the data conversion.

Provide two iterations of data conversion.

F.   Project Schedule

Based on state approved project plan in deliverable 1.

G.   Reporting

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

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H.   User Training and Change Management

The SA Team shall lead the development of the end-user training plan.
The State shall schedule and track attendance on all end-user training classes.

I.   Performance and Security Testing
The SA 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 SA on performance testing as set forth in Contract Exhibit F – *Testing Services*.

ROLES AND RESPONSIBILITIES

A.   SA Team Roles and Responsibilities

1)   SA Team Project Executive
The SA Team's Project Executives (SA and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the SA Team Project Manager and the State's Project leadership on the best practices for implementing the SA 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)   SA Team Project Manager
The SA 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 SA Implementation Team. The SA 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 SA Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
Define roles and responsibilities of all SA Team members;
Provide every two weeks 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.

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3) SA Team Analysis

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

Construct and confirm application test case scenarios;

Produce application configuration definitions and configure the applications;

Conduct testing of the configured application;

Produce functional Specifications for extensions, conversions, and interfaces;

Assist the State in the testing of extensions, conversions, and interfaces;

Assist the State in execution of the State's Acceptance Test;

Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;

Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and

Assist with the transition to production.

4)   SA Team Tasks

The SA team shall assume the following tasks:

Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;

Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;

Development and Documentation of installation procedures; and

Development and execution of unit test scripts;

Unit testing of conversions and interfaces developed; and

System Integration Testing.

B.   State Roles and Responsibilities

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

1)   State Project Manager

The State Project Manager shall work side-by-side with the SA 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 SA team;

Assist the SA 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;

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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 SA Project Manager of any urgent issues if and when they arise; and

Assist the SA team staff to obtain requested information if and when required to perform certain Project tasks.

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 SA Software Solution and the business processes the application supports.

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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 SA Team Project Managers to establish the detailed Work Plan;
Manage the day-to-day activities of the State's technical resources assigned to the Project;
Work with State IT management to obtain State technical resources in accordance with the Work Plan;
Work with the SA Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
Work in partnership with the SA 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 SA will lead the overall effort with support and assistance from the State; and
Represent the technical efforts of the State at every two weeks Project meetings.

4)   State Application DBA (DoIT)

The role of the State Application DBA(s) is to work closely with the SA Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:
Work with the SA to finalize machine, site, and production configuration;
Work with the SA to finalize logical and physical database configuration;
Work with the SA to install the SA tools, and SA Applications for the development and training environment;
Work with the SA to clone additional application instances as needed by the application teams;
Work with the SA upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
Work with the SA and the Application teams to establish and manage an instance management plan throughout the Project;
Work with the SA to establish and execute backup and recovery procedures throughout the Project;
Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
Work with the Application Teams to manage the availability of Application instances throughout the Project;
Perform routine SA Application monitoring and tuning;
Work with the SA to define and test Application security, backup and recovery procedures; and
Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
Develop and maintain role-based security as defined by the Application Teams;
Establish new SA Application user Ids; and
Configure menus, request groups, security rules, and custom responsibilities.

5)   State Network Administrator (DoIT)

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The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:
Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
Establish connections among the database and application servers; and
Establish connections among the desktop devices and the Application and database servers.

6)   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
Tracking Deficiencies through resolution.

SOFTWARE APPLICATION

Vendor will implement the core MyLicense solution which includes:

MyLicense Office
MyLicense eGov
MyLicense Verification
MyLicense Mobile
MyLicense Document Handling

DATA CONVERSIONS

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

Table 4.1: Planned Conversions

L2K Database	Existing L2K data for Allied Health Dental Electricians Fire Protection Equipment Gas Fitters Mental Health Nursing Nursing Assistants	SA	Convert data from current agency system to MyLicense. Load and convert state provided data files to MyLicense Office database.

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	Plumbers Real Estate Commission Veterinarians		
MLO Database	Existing MLO data for Accountants Child Care Foresters Health Facilities Home Inspectors Natural Scientists Real Estate Appraisers	SA	Convert data from current agency system to MyLicense. Load and convert state provided data files to MyLicense Office database.
L2K Documents	Existing L2K documents for Allied Health Dental Electricians Fire Protection Equipment Gas Fitters Mental Health Nursing Nursing Assistants Plumbers Real Estate Commission Veterinarians	SA	Create a document image import that will be used to migrate images from the legacy content repository (SQL 2008) into the MyLicense Office Documentum repository.
MLO Documents	Existing MLO documents: Child Care Health Facilities	SA	Migrate documents that are currently in Documentum repository to new Documentum repository.
L2K Data extracts	Convert current L2K data extracts to extracts in the new database. Current extracts are: Electricians – daily extract of web renewal data. SQL script. Mental Health – daily extract of license data. SQL script.		Migrate scripts from current database to new MLO database.

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	Nursing - daily extract of web renewal data. SQL script. Nursing Assistants- daily extract of web renewal data. SQL script. Nursing - daily Nursys extract. SQL script. Nursing Assistants- daily Nursys extract. SQL script. Real Estate Commission- daily extract of license data for Arello. SQL script.		
MLO Data extracts	Child Care-daily extract of licensing data		Migrate scripts from current database to new MLO database.

A.   Conversion Testing Responsibilities

The SA Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

The SA Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.

The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.

The SA Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.

The State and the SA Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.

The State and the SA Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

INTERFACES

There are no interfaces to state systems required.

APPLICATION MODIFICATION

To more fully address the State's requirements, the SA 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 – SA Developed

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Requirement	Enhancement Description
Renewals can be generated for one or more license types at one time	SA will provide an enhancement to the product to allow multiple license types within the same profession to be generated.
Continuing Education course and exam schedules are available online.	This will be available as part of a 4.x release.
Current licensees and initial applicants can register on the public facing website for available courses and exams.	This will be available as part of a 4.x release.
Back office (state) users and authorized continuing education providers can enter and maintain course and exam information from the public facing website.	This will be available as part of a 4.x release.
Authorized exam and course providers can enter student completion information such as dates and scores from the public facing website.	This will be available as part of a 4.x release.
Licensees can log in to their account on the website and print their licenses after license approval.	This functionality will be available Q1 2014.

PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.
Table 7.1 shall be updated on a day for day basis based on the effective date of the contract.

Table 7.1: High Level Preliminary NH Project Plan

ID	Task Name	Predecessors	Start	Finish	Duration
1	MyLicense Suite Implementation		Mon 8/5/13	Fri 11/6/15	589.6 days
2	Initiating		Mon 8/5/13	Fri 5/16/14	204 days
3	Proposal Submission		Mon 8/5/13	Mon 8/5/13	0 days
4	Contract award to Vendor	3	Fri 5/16/14	Fri 5/16/14	0 days
5					
6	Planning		Fri 5/16/14	Thu 8/14/14	65 days
7	Project Management Planning	4	Fri 5/16/14	Wed 6/18/14	24 days
8	Project Management Plan		Fri 5/16/14	Tue 5/27/14	8 days
9	Establish SharePoint Project Site		Fri 5/16/14	Fri 5/16/14	0.5 days
10	Identify Project Team		Fri 5/16/14	Fri 5/16/14	0.5 days
11	Adjust Work Plan	4FS+1 day	Mon 5/19/14	Fri 5/23/14	5 days
12	Develop Project Budget	11	Mon 5/26/14	Tue 5/27/14	2 days
13	Plan Communications	11	Mon 5/26/14	Tue 5/27/14	2 days
14	Risk Assessment & Planning	11	Mon 5/26/14	Tue 5/27/14	2 days
15	Review\Adjust Project Management Plan	8	Wed 5/28/14	Mon 6/2/14	4 days

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16	Executive Approval of PMP	15 Tue 6/3/14	Mon 6/9/14	5 days
17	Deliver Project Management Plan	16 Mon 6/9/14	Mon 6/9/14	0 days
18	Project Management Plan Acceptance	17 Tue 6/10/14	Mon 6/16/14	5 days
19	SA Internal Kick-off Meeting	18 Tue 6/17/14	Tue 6/17/14	1 day
20	Introductory Meeting	19 Wed 6/18/14	Wed 6/18/14	0.2 days
21	Project Kick-off Meeting	19 Wed 6/18/14	Wed 6/18/14	1 day
22	**Hardware Environment Review & Planning**	**7 Thu 6/19/14**	**Thu 8/14/14**	**41 days**
23	Review\Document MyLicense Office Infrastructure	Thu 6/19/14	Thu 6/19/14	0.5 days
24	Identify Hardware Required for Environment(s)	23 Thu 6/19/14	Thu 6/19/14	0.5 days
25	State Provision Technical Environments (if necessary)	24 Fri 6/20/14	Thu 8/14/14	40 days
26	**SA Project Environment**	**7 Thu 6/19/14**	**Thu 6/19/14**	**1 day**
27	Create Project Server	Thu 6/19/14	Thu 6/19/14	1 day
28	Create Project Databases	Thu 6/19/14	Thu 6/19/14	1 day
29	Create Project Application Sites	Thu 6/19/14	Thu 6/19/14	1 day
30				
31	**Execution**	**Fri 8/15/14**	**Wed 10/28/15**	**314 days**
32	**Configure\Install State Environment(s)**	**Fri 8/15/14**	**Fri 9/12/14**	**21 days**
33	Hardware Installment\Server Configuration	25 Fri 8/15/14	Thu 8/21/14	5 days
34	Port Access Provided	33 Fri 8/22/14	Fri 8/22/14	1 day
35	Create\Identify Migration Server(s)	33 Fri 8/22/14	Thu 9/4/14	10 days
36	**Databases Created (Migration)**	**35 Fri 9/5/14**	**Fri 9/5/14**	**1 day**
37	MLO	Fri 9/5/14	Fri 9/5/14	1 day
38	eGov	Fri 9/5/14	Fri 9/5/14	1 day
39	Verification	Fri 9/5/14	Fri 9/5/14	1 day
40	Mobile	Fri 9/5/14	Fri 9/5/14	1 day
41	**Software Installation\Upgrade**	34,36	**Mon 9/8/14**	**Fri 9/12/14**	**5 days**
42	MLO	Mon 9/8/14	Mon 9/8/14	1 day
43	Documentum	42 Tue 9/9/14	Tue 9/9/14	1 day
44	eGov	43 Wed 9/10/14	Wed 9/10/14	1 day
45	Verification	44 Thu 9/11/14	Thu 9/11/14	1 day
46	Mobile	45 Fri 9/12/14	Fri 9/12/14	1 day
47	Software Installation Acceptance	46 Fri 9/12/14	Fri 9/12/14	0 days
48	**MLO Admin Training**	**32 Mon 9/15/14**	**Fri 9/26/14**	**10 days**
49	Prepare Training Environment	Mon 9/15/14	Fri 9/19/14	5 days
50	Training Preparation	Mon 9/15/14	Fri 9/19/14	5 days
51	**MLO Administrator Training**	**50 Mon 9/22/14**	**Fri 9/26/14**	**5 days**
52	MLO Setup Utility	Mon 9/22/14	Wed 9/24/14	2.5 days
53	MLO Config Utility	52 Wed 9/24/14	Thu 9/25/14	1 day
54	Accounting Overview	53 Thu 9/25/14	Fri 9/26/14	1 day
55	Template Development	54 Fri 9/26/14	Fri 9/26/14	0.5 days
56	Admin Training Acceptance	51 Fri 9/26/14	Fri 9/26/14	0 days
57	**Business Requirement Analysis**	**48 Mon 9/29/14**	**Mon 11/24/14**	**41 days**
58	Business Process\Requirements Analysis	Mon 9/29/14	Fri 10/24/14	20 days

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59	Document Requirement Specifications		58 Mon 10/27/14	Mon 11/17/14	16 days
60	Schedule Development Items		59 Tue 11/18/14	Mon 11/24/14	5 days
61	**Baseline Back Office Configuration**	48,57	**Tue 11/25/14**	**Thu 3/19/15**	**83 days**
62	**Accountants**		**Tue 11/25/14**	**Wed 11/26/14**	**2 days**
63	Review\Map Current Configuration		Tue 11/25/14	Wed 11/26/14	2 days
64	**Allied Health Professional**		**62 Thu 11/27/14**	**Fri 11/28/14**	**2 days**
65	Review\Map Current Configuration		Thu 11/27/14	Fri 11/28/14	1.5 days
66	Review Calculated Fee Rules		65 Fri 11/28/14	Fri 11/28/14	0.5 days
67	**Child Care Licensing**		**64 Mon 12/1/14**	**Tue 12/2/14**	**2 days**
68	Review\Map Current Configuration		Mon 12/1/14	Tue 12/2/14	2 days
69	**Dental**		**67 Wed 12/3/14**	**Thu 12/4/14**	**2 days**
70	Review\Map Current Configuration		Wed 12/3/14	Thu 12/4/14	2 days
71	**Electricians**		**69 Fri 12/5/14**	**Mon 12/8/14**	**2 days**
72	Review\Map Current Configuration		Fri 12/5/14	Mon 12/8/14	1.5 days
73	Review Calculated Fee Rules		72 Mon 12/8/14	Mon 12/8/14	0.5 days
74	**Fire Protection Equipment**		**71 Tue 12/9/14**	**Tue 12/9/14**	**1 day**
75	Review\Map Current Configuration		Tue 12/9/14	Tue 12/9/14	1 day
76	**Gas Fitters**		**74 Wed 12/10/14**	**Thu 12/11/14**	**2 days**
77	Review\Map Current Configuration		Wed 12/10/14	Thu 12/11/14	1.5 days
78	Review Calculated Fee Rules		77 Thu 12/11/14	Thu 12/11/14	0.5 days
79	**Health Facilities**		**76 Fri 12/12/14**	**Mon 12/15/14**	**2 days**
80	Review\Map Current Configuration		Fri 12/12/14	Mon 12/15/14	2 days
81	**Liquor Commission**		**79 Tue 12/16/14**	**Thu 12/18/14**	**3 days**
82	Review\Map Current Configuration		Tue 12/16/14	Thu 12/18/14	2.5 days
83	Review Calculated Fee Rules		82 Thu 12/18/14	Thu 12/18/14	0.5 days
84	**Mental Health**		**81 Fri 12/19/14**	**Fri 12/19/14**	**1 day**
85	Review\Map Current Configuration		Fri 12/19/14	Fri 12/19/14	1 day
86	**Natural Sciences**		**84 Mon 12/22/14**	**Mon 12/22/14**	**1 day**
87	Review\Map Current Configuration		Mon 12/22/14	Mon 12/22/14	1 day
88	**Nursing**		**86 Tue 12/23/14**	**Wed 12/24/14**	**2 days**
89	Review\Map Current Configuration		Tue 12/23/14	Wed 12/24/14	2 days
90	**Nursing Assistants**		**88 Thu 12/25/14**	**Fri 12/26/14**	**2 days**
91	Review\Map Current Configuration		Thu 12/25/14	Fri 12/26/14	1.5 days
92	Review Calculated Fee Rules		91 Fri 12/26/14	Fri 12/26/14	0.5 days
93	**Plumbers**		**90 Mon 12/29/14**	**Tue 12/30/14**	**2 days**
94	Review\Map Current Configuration		Mon 12/29/14	Tue 12/30/14	2 days
95	**Real Estate Appraisers**		**93 Wed 12/31/14**	**Thu 1/1/15**	**2 days**
96	Review\Map Current Configuration		Wed 12/31/14	Thu 1/1/15	1.5 days
97	Review Calculated Fee Rules		96 Thu 1/1/15	Thu 1/1/15	0.5 days
98	**Real Estate Commission**		**95 Fri 1/2/15**	**Mon 1/5/15**	**2 days**
99	Review\Map Current Configuration		Fri 1/2/15	Mon 1/5/15	1.5 days
100	Review Calculated Fee Rules		99 Mon 1/5/15	Mon 1/5/15	0.5 days
101	**Veterinarians**		**98 Tue 1/6/15**	**Tue 1/6/15**	**1 day**
102	Review\Map Current Configuration		Tue 1/6/15	Tue 1/6/15	0.5 days
103	Review Calculated Fee Rules		102 Tue 1/6/15	Tue 1/6/15	0.5 days

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104	Configuration - ALL Implemented Boards	101 Wed 1/7/15	Thu 3/12/15	47 days
105	Configure UDO	Wed 1/7/15	Tue 1/20/15	10 days
106	Enforcement Setup	105 Wed 1/21/15	Tue 2/3/15	10 days
107	Configure Pages and Panels	106 Wed 2/4/15	Tue 2/17/15	10 days
108	**Configure Security**	107 Wed 2/18/15	Tue 3/3/15	10 days
109	Users	Wed 2/18/15	Thu 2/19/15	2 days
110	User Group	109 Fri 2/20/15	Mon 2/23/15	2 days
111	Role Setup	110 Tue 2/24/15	Tue 3/3/15	6 days
112	Printing Configuration	108 Wed 3/4/15	Tue 3/10/15	5 days
113	Configure Accounting User Profiles	112 Wed 3/11/15	Thu 3/12/15	2 days
114	Review Baseline MLO Configuration	104 Fri 3/13/15	Thu 3/19/15	5 days
115	Baseline MyLicense Office Configuration Acceptance	104 Thu 3/12/15	Thu 3/12/15	0 days
116	**Data Conversion Activities**	61 Fri 3/20/15	Fri 6/12/15	61 days
117	**First Iteration**	61 Fri 3/20/15	Fri 5/15/15	41 days
118	Development of Conversion Test Cases	Fri 3/20/15	Thu 3/26/15	5 days
119	Prepare Backup Database Files	118 Fri 3/27/15	Thu 4/2/15	5 days
120	Deliver Backup Database Files	119 Thu 4/2/15	Thu 4/2/15	0 days
121	Backup\Restore MLO Database	120 Fri 4/3/15	Fri 4/3/15	1 day
122	**Perform Data Conversion Process**	121 Mon 4/6/15	Fri 5/1/15	20 days
123	Convert Databases into One Database	Mon 4/6/15	Fri 4/17/15	10 days
124	Convert UDO Data	123 Mon 4/20/15	Fri 4/24/15	5 days
125	Convert Enforcement Data	124 Mon 4/27/15	Fri 5/1/15	5 days
126	Review Loaded Data and Correct Problems	122 Mon 5/4/15	Fri 5/8/15	5 days
127	Update Mapping Document (if necessary)	126 Mon 5/11/15	Fri 5/15/15	5 days
128	Copy MLO specific setup to production L2000/MLO database (This will not affect L2000 operations)	Fri 3/20/15	Fri 3/20/15	1 day
129	**Second Iteration**	117 Mon 5/18/15	Fri 6/12/15	20 days
130	Prepare Backup Database Files	Mon 5/18/15	Fri 5/22/15	5 days
131	Deliver Backup Database Files	130 Fri 5/22/15	Fri 5/22/15	0 days
132	Backup\Restore MLO Database	131 Mon 5/25/15	Mon 5/25/15	1 day
133	**Perform Data Conversion Process**	132 Tue 5/26/15	Mon 6/8/15	10 days
134	Convert Databases into One Database	Tue 5/26/15	Mon 6/1/15	5 days
135	Convert UDO Data	134 Tue 6/2/15	Mon 6/8/15	5 days
136	Convert Enforcement Data	134 Tue 6/2/15	Mon 6/8/15	5 days
137	Review Loaded Data and Correct Problems	136 Tue 6/9/15	Thu 6/11/15	3 days
138	Update Mapping Document (if necessary)	137 Fri 6/12/15	Fri 6/12/15	1 day
139	Data Conversion and Load Acceptance	129 Fri 6/12/15	Fri 6/12/15	0 days
140	**Document Handling Migration**	Fri 3/20/15	Thu 4/2/15	10 days
141	Migrate Image Documents from L2K Imaging to MLO Documentum - TEST	61 Fri 3/20/15	Thu 3/26/15	5 days
142	Migrate Image Documents from L2K Imaging to MLO Documentum - PROD	141 Fri 3/27/15	Thu 4/2/15	5 days

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143	Document Handling Migration Acceptance	142 Thu 4/2/15	Thu 4/2/15	0 days
144	**Template & Custom Report Development**	**Tue 11/25/14**	**Thu 4/30/15**	**113 days**
145	**Template Development**	**Tue 11/25/14**	**Mon 12/22/14**	**20 days**
146	**Custom Document Templates**	**Tue 11/25/14**	**Mon 12/15/14**	**15 days**
147	Migrate Existing Document Templates	57 Tue 11/25/14	Mon 12/8/14	10 days
148	Test Custom Document Templates	147 Tue 12/9/14	Mon 12/15/14	5 days
149	Template Acceptance	146 Tue 12/16/14	Mon 12/22/14	5 days
150	**Custom Report Development**	**Fri 3/20/15**	**Thu 4/30/15**	**30 days**
151	**Custom Reports**	**61 Fri 3/20/15**	**Thu 4/23/15**	**25 days**
152	Migrate Existing Custom Reports	Fri 3/20/15	Thu 4/16/15	20 days
153	Test Custom Reports	152 Fri 4/17/15	Thu 4/23/15	5 days
154	Custom Reports Acceptance	151 Fri 4/24/15	Thu 4/30/15	5 days
155	**Imports\Exports**	**61 Fri 3/20/15**	**Thu 4/30/15**	**30 days**
156	Complete Interface Specifications	Fri 3/20/15	Thu 3/26/15	5 days
157	Development of Interface Test Cases	156 Fri 3/27/15	Thu 4/2/15	5 days
158	**Create & Test Imports/Exports**	**157 Fri 4/3/15**	**Thu 4/23/15**	**15 days**
159	Board of Nursing - NURSYS	157 Fri 4/3/15	Thu 4/9/15	5 days
160	Board of Nursing - Public List	159 Fri 4/10/15	Thu 4/16/15	5 days
161	Board of Mental Health - Public List	159 Fri 4/10/15	Thu 4/16/15	5 days
162	Allied Health - Public List	159 Fri 4/10/15	Thu 4/16/15	5 days
163	Dental Board - Public List	159 Fri 4/10/15	Thu 4/16/15	5 days
164	Real Estate Commission - Public List	159 Fri 4/10/15	Thu 4/16/15	5 days
165	Real Estate Commission - Arello	157 Fri 4/3/15	Thu 4/9/15	5 days
166	HHS - ESARVHP	157 Fri 4/3/15	Thu 4/9/15	5 days
167	HHS - Medicaid Management Information System (MMIS) Extract	157 Fri 4/3/15	Thu 4/9/15	5 days
168	HHS - Bureau of Child Care Licensing (BCCL) List	157 Fri 4/3/15	Thu 4/9/15	5 days
169	Mental Health - Public List	159 Fri 4/10/15	Thu 4/16/15	5 days
170	Veterinary Medicine - Public List	159 Fri 4/10/15	Thu 4/16/15	5 days
171	All Boards - AR Extract	160 Fri 4/17/15	Thu 4/23/15	5 days
172	Interface Acceptance	158 Fri 4/24/15	Thu 4/30/15	5 days
173	**MyLicense eGov Configuration**	**144 Fri 5/1/15**	**Fri 5/29/15**	**21 days**
174	Training Prep	Fri 5/1/15	Mon 5/4/15	2 days
175	**Perform Administrator Training (eGov\Verification)**	**174 Tue 5/5/15**	**Thu 5/7/15**	**3 days**
176	eGov Setup Utility	Tue 5/5/15	Wed 5/6/15	1.5 days
177	eGov Presentation Utility	176 Wed 5/6/15	Thu 5/7/15	1 day
178	Verification Presentation Utility	177 Thu 5/7/15	Thu 5/7/15	0.5 days
179	Configure UDOs	175 Fri 5/8/15	Thu 5/21/15	10 days
180	Review Configuration	179 Fri 5/22/15	Thu 5/28/15	5 days
181	eGov Configuration Acceptance	180 Fri 5/29/15	Fri 5/29/15	1 day
182	**MyLicense Verification Configuration**	**173 Mon 6/1/15**	**Tue 6/9/15**	**7 days**
183	Configure UDOs\Disciplinary Information	Mon 6/1/15	Fri 6/5/15	5 days
184	Review Configuration	183 Mon 6/8/15	Tue 6/9/15	2 days
185	MyLicense Verification Configuration	184 Tue 6/9/15	Tue 6/9/15	0 days

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Acceptance

186	MyLicense Mobile	182 Wed 6/10/15	Mon 6/15/15	4 days
187	Admin Training	Wed 6/10/15	Mon 6/15/15	4 days
188	Training Prep	Wed 6/10/15	Thu 6/11/15	2 days
189	Create Inspections in MLO	188 Fri 6/12/15	Fri 6/12/15	0.5 days
190	Create Inspection Templates in Mobile	189 Fri 6/12/15	Fri 6/12/15	0.5 days
191	Synchronization	190 Mon 6/15/15	Mon 6/15/15	0.5 days
192	Mobile Web Application	191 Mon 6/15/15	Mon 6/15/15	0.5 days
193	Requirement Resolution Implementation	57 Tue 11/25/14	Mon 6/8/15	140 days
194	Software Development	Tue 11/25/14	Mon 5/11/15	120 days
195	Delivery of Software Upgrade	194 Tue 5/12/15	Mon 5/18/15	5 days
196	Configuration of Software Upgrade	195 Tue 5/19/15	Mon 6/8/15	15 days
197	Acceptance of Software Upgrade	196 Mon 6/8/15	Mon 6/8/15	0 days

Configuration

198	Testing	Mon 9/15/14	Mon 7/13/15	216 days
199	System Integration Testing	186 Tue 6/16/15	Mon 6/22/15	5 days
200	Conversion/Migration Validation Testing	199 Tue 6/23/15	Mon 6/29/15	5 days
201	Installation Testing	41 Mon 9/15/14	Fri 9/19/14	5 days
202	Performance Tuning & Stress Testing	200 Tue 6/30/15	Mon 7/6/15	5 days
203	Security Review & Testing	202 Tue 7/7/15	Mon 7/13/15	5 days
204	Functional Acceptance Testing	######## Tue 7/14/15 #####	Wed 9/23/15	52 days
205	Develop Acceptance Test Plan	Tue 7/14/15	Mon 7/27/15	10 days
206	Perform Prerequisite Vendor Testing	205 Tue 7/28/15	Mon 8/10/15	10 days
207	Deliver Acceptance Test Plan	206 Mon 8/10/15	Mon 8/10/15	0 days
208	Setup Acceptance Test Facility	Tue 7/14/15	Mon 7/20/15	5 days
209	Perform Acceptance Test	208,207 Tue 8/11/15	Mon 8/24/15	10 days
210	MLO w\ Documentum	Tue 8/11/15	Fri 8/14/15	4 days
211	eGov\Verification	210 Mon 8/17/15	Wed 8/19/15	3 days
212	Mobile	211 Thu 8/20/15	Mon 8/24/15	3 days
213	Resolve Identified Items	209 Tue 8/25/15	Mon 8/31/15	5 days
214	Provide 3rd Iteration of Data Conversion (same format as prior iterations) - if needed	213 Tue 9/1/15	Mon 9/7/15	5 days
215	Perform Data Conversion - if needed	214 Tue 9/8/15	Wed 9/9/15	2 days
216	Perform Acceptance Retest	215 Thu 9/10/15	Wed 9/16/15	5 days
217	Performance & Stress Testing	216 Thu 9/17/15	Wed 9/23/15	5 days
218	Functional Acceptance	217 Wed 9/23/15	Wed 9/23/15	0 days
219	End User Training	204 Thu 9/24/15	Wed 10/7/15	10 days
220	Prepare Training Environment	Thu 9/24/15	Wed 9/30/15	5 days
221	Training Preparation	Thu 9/24/15	Wed 9/30/15	5 days
222	Perform User Training	221 Thu 10/1/15	Wed 10/7/15	5 days
223	MLO w/Documentum	Thu 10/1/15	Mon 10/5/15	3 days
224	eGov w/Verification	223 Tue 10/6/15	Tue 10/6/15	1 day
225	Mobile	224 Wed 10/7/15	Wed 10/7/15	1 day
226	User Training Acceptance	222 Wed 10/7/15	Wed 10/7/15	0 days
227	System Rollout and Operational Support	219 Thu 10/8/15	Wed 10/28/15	15 days

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228	Acceptance and Notice to "Go Live"	Thu 10/8/15	Thu 10/8/15	1 day
229	Stop Processing in Legacy Systems	228 Thu 10/8/15	Thu 10/8/15	0 days
230	Prepare\Deliver Final Data File(s) From Agency	228,229 Fri 10/9/15	Fri 10/9/15	1 day
231	Perform Final Data Conversion Process	230 Mon 10/12/15	Tue 10/13/15	2 days
232	**System Rollout**	**231 Wed 10/14/15**	**Wed 10/14/15**	**1 day**
233	MLO w/Documentum	Wed 10/14/15	Wed 10/14/15	1 day
234	eGov\Verification	Wed 10/14/15	Wed 10/14/15	1 day
235	Mobile	Wed 10/14/15	Wed 10/14/15	1 day
236	Operational Support	232 Thu 10/15/15	Wed 10/28/15	10 days
237				
238	**Monitoring and Controlling**	**Mon 8/5/13**	**Fri 2/6/15**	**395 days**
239	**Weekly Project Status Report**	**Fri 8/9/13**	**Fri 2/6/15**	**391 days**
319	**Bi-Weekly Project Status Meeting**	**Mon 8/5/13**	**Mon 2/2/15**	**391 days**
360	**Monthly Executive Meeting**	**Mon 8/5/13**	**Mon 2/2/15**	**391 days**
380				
381	**Closing**	**Wed 10/28/15**	**Fri 11/6/15**	**6.6 days**
382	System Rollout and Support Acceptance	236 Wed 10/28/15	Wed 10/28/15	0 days
383	Project Closing Meeting\Lessons Learned	382 Thu 10/29/15	Thu 10/29/15	1 day
384	Transition to Maintenance	383 Fri 10/30/15	Fri 10/30/15	0.2 days
385	**Project Performance Review**	**384 Fri 10/30/15**	**Fri 11/6/15**	**5.2 days**
386	Document Lessons Learned	Fri 10/30/15	Tue 11/3/15	2 days
387	**Project Performance Review**	**386 Tue 11/3/15**	**Fri 11/6/15**	**3 days**
388	Baseline vs Actual - Schedule	Tue 11/3/15	Fri 11/6/15	3 days
389	Baseline vs Actual - Project Budget	Tue 11/3/15	Fri 11/6/15	3 days
390	**Project Performance Review Meeting**	**387 Fri 11/6/15**	**Fri 11/6/15**	**0.2 days**
391	Discuss Project Performance & Lessons Learned	Fri 11/6/15	Fri 11/6/15	0.2 days
392	Implement Actionable Items	Fri 11/6/15	Fri 11/6/15	0.2 days
393	**Archive Project**	**385 Fri 11/6/15**	**Fri 11/6/15**	**0.2 days**
394	SA Environment	Fri 11/6/15	Fri 11/6/15	0.2 days
395	SharePoint Site	Fri 11/6/15	Fri 11/6/15	0.2 days
396	Project Directory	Fri 11/6/15	Fri 11/6/15	0.2 days

STATE OF NEW HAMPSHIRE
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CONTRACT 2014-014- PART 3
EXHIBIT J
SOFTWARE LICENSE

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, SA hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

SA shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

3. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:
   a. Remove or modify any program markings or any notice of SA's proprietary rights;
   b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
   c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

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

5. VIRUSES

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

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

6. AUDIT

Upon forty-five (45) days written notice, SA may audit the State's use of the programs at SA's sole expense. The State agrees to cooperate with SA's audit and provide reasonable assistance and access to information. The State agrees that SA shall not be responsible for any of the

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EXHIBIT J
SOFTWARE LICENSE

State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, SA's audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

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

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, SA shall defend and indemnify the State against the claim provided that the State:

    a. Promptly notifies SA in writing, not later than 30 days after the State receives actual written notice of such claim;

    b. Gives SA control of the defense and any settlement negotiations; and

    c. Gives SA the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

If SA believes or it is determined that any of the Material may have violated someone else's intellectual property rights, SA may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, SA may end the license, and require return of the applicable Material and refund all fees the State has paid SA under the Contract. SA will not indemnify the State if the State alters the Material without SA's consent or uses it outside the scope of use identified in SA's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. SA will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by SA. SA will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by SA without SA's consent.

8. SOFTWARE ESCROW

  8.1 SA represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at Business Records Management (BRM) Inc. "Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Software not otherwise delivered to the State Licensee as

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source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). SA shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

8.2 SA agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, SA shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

8.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

    (a) SA has made an assignment for the benefit of creditors:

    (b) SA institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

    (c) A receiver or similar officer has been appointed to take charge of all or part of SA's assets;

    (d) SA terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

    (e) SA defaults under the Contract; or

    (f) SA ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

8.4 In the event that Deposit Materials are released from escrow to the State, SA hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of SA's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

8.5 SA agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

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CONTRACT 2014-014- PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2 Software

SA 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 Support and Maintenance warranty, the State's remedy, and SA's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if SA cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to SA for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services, or (c) if SA cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to SA for the Deficient services.

1.3 Non-Infringement

SA 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

SA 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

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

1.6 Services

SA warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and

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CONTRACT 2014-014- PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

that Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

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

1.8 Breach of Data

The 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.

2. WARRANTY SERVICES

SA agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
c. SA shall have available to the State, 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, with assistance response dependent upon issue severity;
d. On-site additional Services within four (4) business hours of a request;
e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
f. For all Warranty Service calls, SA shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
g. SA must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by SA no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

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CONTRACT 2014-014- PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

In the event SA fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare SA in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return SA's product and receive a full refund for all amounts paid to SA, including but not limited to, any applicable license fees within (90) days of notification to SA of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare SA in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for 90 days.

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

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CONTRACT 2014-014- PART 3
EXHIBIT L
TRAINING SERVICES

SA shall provide the following Training Services.

A. TRAINING

All courses are to be offered on-site in New Hampshire and shall available for up to 20 students. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available.

1. Delivery Method -Instructor-Led Class Training

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

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

2. Project Team Developed Training

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

1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and

2) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	SA Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.

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EXHIBIT L
TRAINING SERVICES

User Training Approach	Role and Responsibility	
	SA Team	State of NH
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: SA providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	SA and the State will together conduct training for the State's MyLicense Office users through Implementation.	Attend training.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness		

c. Key User Training Approach Activities
1) Identify State End Users

They shall lead the State in identifying and categorizing its end users:

User Category 1—Power User Training: Power Users are those employees who frequently use the system. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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CONTRACT 2014-014- PART 3
EXHIBIT L
TRAINING SERVICES

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

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

3) **Develop Training Curriculum** SA shall develop a recommended training curriculum for the State of New Hampshire End Users.

4) **Produce Training Materials and End-User Documentation** The SA team shall lead the efforts to produce the training materials and end-user Documentation.

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EXHIBIT M
NH DOIT RFP 2014-014 (WITH ADDENDA) INCORPORATED

The NH DEPARTMENT OF INFORMATION TECHNOLOGY RFP 2014-014, with all
included addenda, are included by reference as binding Deliverables to this Contract.

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EXHIBIT N
VENDOR PROPOSAL BY REFERENCE

SA's Proposal to Department of Information Technology is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

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

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby

certify that SYSTEM AUTOMATION CORPORATION doing business in New Hampshire

as SYSTEM AUTOMATION CLIENT SERVERS, a(n) District of Columbia corporation, is

authorized to transact business in New Hampshire and qualified on May 14, 1996. I

further certify that all fees and annual reports required by the Secretary of State's office

have been received.
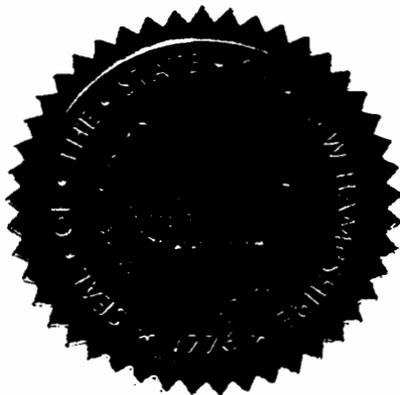
In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April, A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation With Seal)

I, **Moshe Rubin,** do hereby represent and certify that:

(1) I am **Secretary of System Automation Corporation, a Maryland Corporation** (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

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

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on **December 17, 2013,** which meeting was duly held in accordance with **Maryland** law and the by-laws of the Corporation.

(5) The signature of **Charles Rubin, President** of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this April 9, 2014.

Moshe Rubin, Secretary, April 9, 2014

(SEAL)

STATE OF _____ Maryland

COUNTY OF _____ Howard

On this the 9th of April 2014, before me, Sandy Robinson, personally appeared Moshe Rubin and acknowledged himself to be the Secretary of System Automation Corporation, a Maryland Corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

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

Sandra J. Robinson
Notary Public/Justice of the Peace
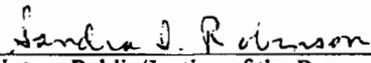
My Commission Expires:

August 10, 2017

SANDRA I ROBINSON
Notary Public
Howard County
Maryland
My Commission Expires Aug 10, 2017

ACORD® CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
MGS INC
10706 Reisterstown Rd Suite 3
Owings Mills, MD 21117
(410) 356-4144

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
System Automation Corporation
7110 Samuel Morse Drive
Columbia, MD 21046

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Nationwide Mutual Insurance	
INSURER B: Ace American Ins Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR	ACP GLKO 5153554750	10/26/13	10/26/14	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER X POLICY X PRO-JECT LOC				GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ACP BAK 5153554750	10/26/13	10/26/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		**EXCESS / UMBRELLA LIABILITY** X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	ACP CAF 5153554750	10/26/13	10/26/14	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] Mandatory in NH If yes, describe under SPECIAL PROVISIONS below	ACP WCK 5153554750	10/26/13	10/26/14	X WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
B		**OTHER** Professional Lia	G21154593005	10/26/13	10/26/14		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Attn: Commissioner
25 Capitol Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE