

John T. Beardmore
Commissioner

State of New Hampshire Department of Revenue Administration

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



Kathryn E. Skouteris
Assistant Commissioner

September 16, 2015

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Revenue Administration (DRA) to enter into a contract with Revenue Solutions Incorporated (RSI), (Vendor Code, 162175), 42 Winter Street, Suite 36 Pembroke, Massachusetts 02359, in amount not to exceed \$374,185. Funding is requested to expand the existing DRA Modernized Electronic e-Filing (MeF) System that processes Interest and Dividends ("I&D") Tax Returns for ACH payments and Business Taxes. This system works in conjunction with the Internal Revenue Service MeF System. Effective upon Governor and Council approval through June 30, 2017. **100% General Funds**

Funds are available in account titled Document Processing Division as follows:

01-84-84-841010-15010000-0103-502664 Contracts for Operational Services

FY-16	FY-17	Total
\$147,766	\$226,419	\$374,185

EXPLANATION

The DRA desires to enter into the next phase of this initiative which will include making the DRA MeF system capable of receiving ACH Payments for the Interest & Dividends ("I&D") Tax Returns (DP-10 and DP-2210/DP-2220), knowledge transfer from RSI to DoIT to enable the State to continue implementing MeF for Business Taxes, and purchasing the associated licenses.

Respectfully submitted,

John T. Beardmore, Commissioner

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.



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.doit.nh.gov

Denis Goulet
Commissioner

September 16, 2015

Commissioner John T. Beardmore
Department of Revenue Administration
109 Pleasant Street
Concord, NH 03301

Dear Commissioner Beardmore,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Revenue Solutions Incorporated (RSI) as described below and referenced as DoIT No. 2015-080.

The purpose of this contract is to expand the existing DRA Modernized Electronic e-Filing (MeF) System that processes Interest and Dividends (I&D) tax returns for ACH (Automated Clearing House) payments and business taxes. This system works in conjunction with the Internal Revenue Service MeF System. This contract is effective upon Governor and Council approval through June 30, 2017 for a total contract price limit of \$374,185.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

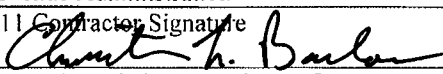
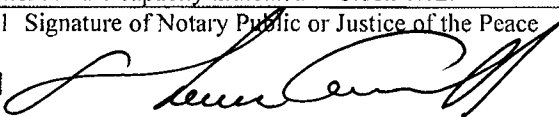
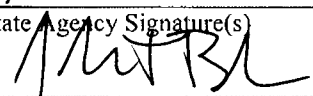
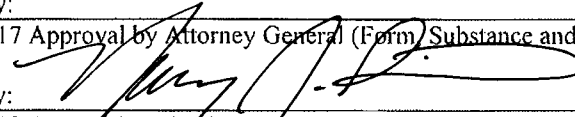
Denis Goulet

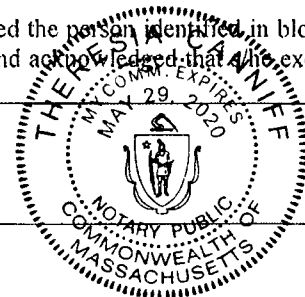
DG/ltn
2015-080

cc: Roger Marchand, DRA
Leslie Mason, DoIT

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CONTRACT AGREEMENT – GENERAL PROVISIONS

The State of New Hampshire and the Revenue Solutions Inc. hereby mutually agree as follows:
GENERAL PROVISIONS

1.1 State Agency Name NH Department of Revenue Administration		1.2 State Agency Address 109 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Revenue Solutions Inc. (RSI)		1.4 Contractor Address 42 Winter Street , Pembroke, MA 02359	
1.5 Contractor Phone Number 781-826-1546	1.6 Account Number 162175	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$374,185
1.9 Contracting Officer for State Agency Commissioner John Beardmore – Department of Revenue Administration		1.10 State Agency Telephone Number 603-230-5016	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Christopher Barlow, CFO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Plymouth</u> On <u>9/15/15</u> , 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] 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>THERESIA CANNIFF</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory <u>John Beardmore, Commissioner</u>	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form Substance and Execution) By:  Assistant Attorney General, On: <u>9/17/2015</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			



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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 and Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests and Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change 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.
CM	Configuration Management
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

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	acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
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

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	operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - 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; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	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 transformation of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders .
Fixed Price Components	The part of the Statement of Work where the amount of payment does not depend on the amount of resources or time expended.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and

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	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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by RSI as essential to work on the Project.
Knowledge Transfer	Transfer of expertise and knowledge on ACH Payments and Gateway Application from RSI experts to DoIT development team.
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 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the

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	Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	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 the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
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. The vendor allows the use of the software as a part of their service.

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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 the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the 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 the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Revenue Administration 109 Pleasant Street, P.O. Box 457 Concord, NH 03302-0457 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> and <u>RSA 21-J:14</u> .
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 1 st

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	through June 30 th 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, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when RSI is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a Specification, usability features or

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	design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which RSI 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 the 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 the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Department of Revenue Administration (“State”), and Revenue Solutions, Inc. (“RSI” or “Vendor”) a Commonwealth of Massachusetts Corporation, having its principal place of business at 42 Winter Street, Pembroke, MA 02359.

The State has developed a Modernized Electronic e-Filing (MeF) System to process Interest and Dividends (“I&D”) Tax Returns for individual, partnership and fiduciary entity types. This system works in conjunction with the Internal Revenue Service MeF System. The State desires to enter into the next phase of this initiative. Which will include making the DRA MeF system capable of receiving ACH Payments for the Interest & Dividends (“I&D”) Tax Returns (DP-10 and DP-2210/DP-2220) and Knowledge Transfer from RSI to DoIT to enable the State to continue implementing MeF for any remaining Tax Entity Types.

RECITALS

WHEREAS, the State desires to have RSI provide the Services to enable receipt of ACH payments for I&D Tax Returns, provide Knowledge Transfer to the State for MeF processing of other State tax types, and licenses for RSI’s MeF COTS solution for processing corporate, partnership, and fiduciary tax types associated with Business Taxes;

WHEREAS, RSI wishes to provide the Services to enable the State to receive ACH payments for I&D Tax Returns, provide Knowledge Transfer to the State for MeF processing of other State tax types, and to provide to the State licenses for RSI’s MeF COTS solution for processing corporate, partnership, and fiduciary tax types associated with Business Taxes..

THEREFORE, the parties hereby agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

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

- A.** The Contract Agreement – General Provisions
- B.** 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

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Exhibit H- Requirements
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- The Vendor 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 Revenue Administration, Contract Agreement – General Provisions, Contract 2015-080.
- b. State of New Hampshire, Department of Revenue Administration, Consolidated Exhibits A-O, Contract 2015-080.
- c. State of New Hampshire, DEPARTMENT of Revenue Administration RFP 2015-080.
- d. RSI Proposal response to RFP 2015-080

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through June 30, 2017. The Term may be extended up to June 30, 2020 at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term and subject to the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council or the State of New Hampshire approval.

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

The State does not require RSI to commence work prior to the Effective Date; however, if RSI commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of RSI. In the event that the Contract does not become effective, the State shall be under no obligation to pay RSI 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.

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3. COMPENSATION

3.1 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*.

The payment by the State of the contract price shall be the only and the complete reimbursement to RSI for all expenses, of whatever nature incurred by RSI in the performance hereof, and shall be the only and the complete compensation to RSI for the Services. The State shall have no liability to RSI other than the Contract Price.

The State reserves the right to offset from any amounts otherwise payable to RSI under this Agreement those liquidated amounts required or permitted by N.H. RSA80:7 through RSA 80:7-c or any other provision of law.

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 General Provisions Page 1, block 1.8.

3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed Contract, with Firm Fixed Priced Components, with price and term limitations as set forth in the Contract.

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in General Provisions Page 1, block 1.8 Price Limitation of page 1 of the General Provisions.

4. CONTRACT MANAGEMENT

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

4.1 THE VENDOR'S CONTRACT MANAGER

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

Christopher Barlow
RSI Contract Contact
42 Winter Street

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Modernized e-Filing System
CONTRACT 2015-080
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Pembroke, MA 02359
Tel: 888-826-1324 ext. 110
Fax: 781-826-1324
Email: CBarlow@rsimail.com

4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

4.2.2 RSI 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 RSI's representative for all administrative and management matters. RSI's Project Manager shall perform and manage RSI personnel to perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit 1, Section 2. RSI'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. RSI's Project Manager must work diligently and use his/ her best efforts on the Project.

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

4.2.4 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option, at its discretion, to terminate the Contract, declare RSI in

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default and pursue its remedies at law and in equity, if RSI fails to assign a RSI Project Manager meeting the requirements and terms of the Contract.

4.2.5 RSI Project Manager is:
Ellen Devlin
Revenue Solutions, Inc.
42 Winter Street
Pembroke, MA 02359
Tel: 888-826-1324
Fax: 781-826-1324
Email: edevlin@rsimail.com

4.3 RSI KEY PROJECT STAFF

4.3.1 RSI shall assign Key Project Staff who are qualified to perform the requirements of the Contract. The State may conduct reference and background checks on RSI Key Project Staff. The State reserves the right to require removal or reassignment of RSI's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *References and Background Checks*.

4.3.2 RSI shall not change any RSI Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of RSI Key Project Staff will not be unreasonably withheld. The replacement RSI Key Project Staff shall have comparable or greater skills than RSI Key Project Staff being replaced and shall meet the requirements of the Contract to include Background Checks.

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

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

RSI's Key Project Staff:	
Key Member(s)	Title
Mark Chiarelli	Technical Architech
Jonathan Slusarz	Project Advisor
Jacob Dubreuil	Tigers Project Advisor

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4.4 STATE CONTRACT MANAGER

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

Kathryn E. Skouteris, Esq.
Assistant Commissioner
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire, 03301
Telephone: (603) 230-5006
Email: Kathryn.Skouteris@dra.nh.gov

4.5 STATE PROJECT MANAGER

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

- a. Leading the Project;
- b. Managing significant issues and risks;
- c. Reviewing and accepting Contract Deliverables;
- d. Invoice sign-offs;
- e. Reviewing and approving of Change Requests; and
- f. Managing stakeholders' concerns.

The State Project Manager is:

Roger Marchand, Project Manager
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire, 03301
Telephone: (603) 230-5074
Email: Roger.Marchand@dra.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the RSI Project Manager and RSI Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State's Information, Confidentiality*.

5. DELIVERABLES

5.1 VENDOR RESPONSIBILITIES

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RSI 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.

RSI may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 18: *General Terms and Conditions* herein. RSI must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider RSI to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

RSI shall provide the State with the Deliverables and Services in accordance with the time frames in Exhibit I, 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, RSI represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 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*.

5.5 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,

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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 Exhibit F: *Testing Services* for detailed information on requirements for Security testing.

6. SOFTWARE

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

7. SERVICES

RSI shall provide the Services required under the Contract Documents specifically referenced and defined as the Statement of Work ("SOW"), in Exhibit A: *Contract Deliverables* contained herein. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

RSI 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

RSI 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

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

7.4 TRAINING SERVICES

RSI 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

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

7.6 WARRANTY SERVICES

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

8. WORK PLAN DELIVERABLE

RSI has provided the State with a Exhibit I: *Work Plan* that includes, 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*. RSI shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference. For estimating purposes solely, the Exhibit I: Work Plan specifies a specific project start date. This date may not be the actual start date of the project and the Work Plan shall be updated with respect to specific actual dates upon authorization for the State to commence project activities.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve RSI from liability to the State for damages resulting from RSI'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, RSI must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of RSI 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 RSI 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 RSI'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 RSI's performance with respect to the agreed-upon Work Plan or elements within the Exhibit I: *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

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(5) business days of RSI's receipt of a Change Order, RSI shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Exhibit I: *Work Plan*.

RSI 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 RSI's requested Change Order within five (5) business days. The Department of Revenue Administration, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from RSI to the State, and the State's acceptance of RSI'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, contained in Section 18.8.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

RSI shall retain title to all software provided under this Contract. Upon successful completion and/or termination of the Implementation of the Project, RSI shall own and hold all title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the RSI provided Software, and the associated Documentation including any and all performance enhancing operational plans and RSI's special utilities. RSI 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 solely for purposes consistent with this Contract. The State shall have the right to use the Software as defined in the software license agreements.

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

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this 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.

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10.3 VENDOR'S MATERIALS

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

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 and any information protected from disclosure pursuant to RSA 21-J:14.

10.4 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.

10.5 CUSTOM SOFTWARE SOURCE CODE

RSI shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10.6 SURVIVAL

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

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, RSI 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

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disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*) and RSA 21-J:14: *Confidentiality of Department Records*. RSI 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 RSI's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

RSI shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to RSI 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.

RSI and its employees and subcontractors shall acknowledge and be subject to the state and federal laws and rules governing the disclosure of State Confidential Information, including, RSA 21-J:14 and Internal Revenue Code Sections 7213 and 7213A. Additionally, RSI and its employees and subcontracts shall acknowledge and be subject to State policy No. 14-018-HR, "Disclosures of Taxpayer and Department Information" as well as the terms and conditions contained within Contract Exhibit C: *Special Provisions*.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. RSI shall immediately notify the State if any request, subpoena or other legal process is served upon RSI regarding the State Confidential Information, and RSI 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, RSI shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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11.3 VENDOR CONFIDENTIAL INFORMATION

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

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 RSI shall not exceed the total Contract price set forth in Contract Agreement – General Provisions Page 1, block 1.8.

12.2 RSI

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

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

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12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

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

13 INDEMNIFICATION.

RSI 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 RSI. 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 Section 13 shall survive the termination of this agreement.

14 TERMINATION

This Section 14 shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of RSI 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

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

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- b. Give RSI 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 RSI during the period from the date of such notice until such time as the State determines that RSI has cured the Event of Default shall never be paid to RSI.
- c. Set off against any other obligations the State may owe to RSI 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 RSI 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 limited to the amount actually paid to RSI. .

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

14.2 TERMINATION FOR CONVENIENCE

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

14.2.2 During the thirty (30) day period, RSI 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.

14.3 TERMINATION FOR CONFLICT OF INTEREST

14.3.1 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.

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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 RSI did not know, or reasonably did not know, of the conflict of interest.

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

14.4 TERMINATION PROCEDURE

- 14.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require RSI to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 14.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, RSI 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 RSI 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 RSI has surrendered to the State all said property.
 - f.** Assist in Transition Services, as reasonably requested by the State at no additional cost.

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15 CHANGE OF OWNERSHIP

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

16 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 RSI 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.

16.2 RSI 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 RSI of any of its obligations under the Contract nor affect any remedies available to the State against RSI that may arise from any event of default of the provisions of the contract. The State shall consider RSI to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

17 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

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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 17.1

LEVEL	RSI	STATE	<u>CUMULATIVE</u> <u>ALLOTTED</u> <u>TIME</u>
Primary	Ellen Devlin Project Manager (PM)	Roger Marchand State Project Manager (PM)	5 Business Days
First	Mark Chiarelli Chief Technical Architech	Kathryn E. Skouteris Assistant Commissioner	10 Business Days
Second	Christopher Barlow Chief Financial Officer	John T. Beardmore 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.

18 GENERAL TERMS AND CONDITIONS

18.1 CONDITIONAL NATURE OF CONTRACT

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving RSI notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in General Provisions, Page 1, block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

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18.2 COMPLIANCE BY RSI WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

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

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

18.2.3 If the Contract is funded in any part by monies of the United States, RSI shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. RSI further agrees to permit the State, or United States, access to any of RSI's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

18.3 REGULATORY/GOVERNMENT APPROVALS

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

18.4 WORKERS' COMPENSATION.

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

18.4.2 To the extent RSI is subject to the requirements of N.H. RSA chapter 281-A, RSI 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. RSI shall furnish the Contracting Officer identified in General Provisions, Page 1, 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

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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 RSI, or any Subcontractor or employee of RSI, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

18.5 PERSONNEL

18.5.1 The performance of RSI's obligations under the Contract shall be carried out by RSI. RSI shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform RSI's obligations under the Contract. RSI warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

18.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (General Provisions, Page 1, block 1.7), RSI 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 the Contract. This provision shall survive termination of the Contract

18.5.3 The Commissioner for the Department of Revenue Administration or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

18.6 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 RSI.

18.7 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 General Provisions, Page 1, blocks 1.2 and 1.4, herein.

18.8 AMENDMENT.

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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.

18.9 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.

18.10 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.

18.11. 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.

18.12 SPECIAL PROVISIONS.

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

18.13. 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.

18.14. 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.

18.15 TRAVEL EXPENSES

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

The Vendor 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.

18.16 SHIPPING AND DELIVERY FEE EXEMPTION

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

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18.17 PROJECT WORKSPACE AND OFFICE EQUIPMENT

The Department of Revenue Administration will work with RSI to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for RSI's staff.

18.18 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 RSI 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 RSI to perform its obligations under the Contract.

18.19 REQUIRED WORK PROCEDURES

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

18.20 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"), RSI 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 RSI access or attempt to access any information without having the express authority to do so.
- c. That at no time shall RSI 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 RSI 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 RSI. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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- e. That if RSI 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.
- f. RSI understand and agree that when using State computers they must follow State standard computer use policy (available upon request).

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

18.22 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).

18.23 REGULATORY GOVERNMENT APPROVALS

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

18.24 INSURANCE

18.24.1 RSI Insurance Requirement

RSI 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:

18.24.1.1 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

18.24.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1 herein, in an amount not less than 80% of the whole replacement value of the property.

18.24.2 The policies described in subparagraph 18.24.1 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.

18.24.3 RSI shall furnish to the Contracting Officer identified in General Provisions, Page 1, block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. RSI shall also furnish to the Contracting Officer identified in General Provisions, Page 1, block 1.9, or his or her successor, certificate(s) of insurance for all

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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 entitled in General Provisions, Page 1, block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

18.24.4 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.

18.25 EXHIBITS

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

18.26 VENUE AND JURISDICTION

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

18.27 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 13: Indemnification which shall all survive the termination of the Contract.

18.28 WORK FOR HIRE

The State shall own all right, title and interest in and to any Custom Software, printed materials or other works, products or deliverables which result from Services rendered by RSI to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, RSI agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. RSI shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. RSI agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. RSI represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

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18.29 FORCE MAJEURE

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

TO: Revenue Solutions, Inc.
C/O Christopher Barlow
42 Winter Street
Pembroke, MA 02359
TEL: 888-826-1234 Ext. 110

TO: STATE OF NEW HAMPSHIRE
C/O DEPARTMENT OF REVENUE
ADMINISTRATION
109 Pleasant Street, P.O. Box 457
Concord, NH 03302-0457
TEL: (603) 230-5006

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- **DELIVERABLES, MILESTONES AND ACTIVITIES**

Project Overview

The general scope of the project is to expand on the State's (or "DRA's") current Internal Revenue Service (IRS) Modernized e-Filing (MeF) software solution to include purchasing all the necessary RSI MeF Gateway licenses to allow the DRA to process Business Tax Returns for Proprietorship, Fiduciary, Partnership, Corporate, and Combined filers and all associated Schedules. Under this Contract, the Solution will be extended to include the ability to receive electronic payments for Interest & Dividend (I&D) returns. RSI will provide the Services to enable ACH payments for the current I&D tax returns (DP-10 and DP-2210/DP-2220) and work with the Department of Information Technology (DoIT) to provide adequate Knowledge Transfer for DoIT to implement MeF processing for the Business Tax Returns.

Statement of Work

RSI's Statement of Work ("SOW") constitutes the project Deliverables and Services, under this Contract as defined below in this Exhibit A: *Contract Deliverables*:

- New licensing of the existing RSI MeF Gateway Solution, to include Business Taxes inclusive of Proprietorship, Fiduciary, Partnership, Corporate, and Combined filers and all associated Schedules.
- Enable the MeF Gateway Solution to receive electronic ACH Payments for all returns. RSI will implement this service for the current I&D Tax Returns (DP-10 and DP-2210/DP-2220) and work with the Department of Information Technology (DoIT) to provide adequate Knowledge Transfer for DoIT to continue implementing the remaining Tax Entity Types. All associated requirements pertaining to this scope of Services and identified in Exhibit H: *Requirements* with "ACH Payment or Knowledge Transfer Related" in the Comments column.
- Provide technical consulting to the State, pertaining to the work described herein, for a maximum of 80 hours.
- RSI will thoroughly test all new system functionality added for ACH Payments and validate that the added functionality complies with security and testing requirements defined in the RFP. RSI is not responsible to redo all of the testing that it took to stand up the current I&D environment. The same limitation applies to security testing.
- Provide maintenance and support services for the licensed tax types according to RSI's Annual MeF Maintenance and Support Agreement, for the period(s) of time purchased by the State.

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- Provide additional Services other than those defined in this Contract to assist in MeF implementation activities as requested by the State using the Change Order process.

General Project Assumptions

1. RSI will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, decision sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and RSI Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, RSI shall provide the State with a template, table of contents, or agenda for Review and prior approval by the State.
3. RSI shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Exhibit H: *Requirements*. RSI shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in below Table 1-1: Deliverables, Milestones, and Activities Schedule Table. 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.
5. Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof, provided the extensions are within the time frames of the pricing contained in Exhibit B.

• **DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

The Deliverables, Milestones, and Activities Schedule contained in the table below are related to the SOW, contained within Exhibit A: *Contract Deliverables*, to provide additional MeF licenses, Services to enable ACH Payments to I&D tax returns, and Knowledge Transfer. Projected Delivery Dates will be updated upon project start.

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Table 1-1: Deliverables, Milestones, and Activities Schedule Table

A/D/M Reference Number	Activity, Deliverable, or Milestone (A/D/M)	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non- Software	10/12/15
2	Status Meetings	Non- Software	Ongoing
3	Exhibit I: Work Plan Confirmation	Written	10/16/15
4	Goals and Objectives Document	Written	10/23/15
5	Conduct Research and Requirements Validation	Non-Software	10/30/15
6	Requirements Analysis Report	Written	11/2/15
7	Requirements Traceability Matrix	Written	11/2/15
8	Risk and Issue Management Plan	Non-Software	10/23/15
9	Test Management and Detailed Test Plan	Written	11/9/15
10	Functional Design Document	Written	11/2/15
11	Technical Design Document	Written	11/2/15
12	Training Plan	Written	11/3/15
13	Deliver Software License - Corporate	Software	10/19/15

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A/D/M Reference Number	Activity, Deliverable, or Milestone (A/D/M)	Deliverable Type	Projected Delivery Date
14	Conduct Train-the-Trainer Training and provide associated Documentation	Non-Software	11/16/15
15	Conduct System Test	Non-Software	11/20/15
16	Provide Certification of System Testing	Written	11/23/15
17	Conduct User Acceptance Test	Non-Software	11/25/15 - 12/8/15
18	Conduct ATS Testing Support	Non-Software	2/15/16 – 3/14/16
19	Conduct Application Security Scan and provide results	Written	11/9/15 – 11/13/15
20	Provide final remediated results of code review	Written	11/20/15
21	State Acceptance Complete	Written	3/22/16
22	Go-live Cutover to New Software	Non-Software	5/10/16
23	90 Day Warranty	Non-Software	Begins Date of Letter of Acceptance through 9/13/16
24	Provide ongoing Maintenance and Support	Non-Software and Software	On-going provided there are applicable MeF Maintenance and Support agreements in place. 10/19/15 – 10/18/16

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) contract with a firm fixed price component. The maximum contract value shall be as noted General Provisions Page 1, block 1.8 for the period between the Effective Date through the Completion Date noted in General Provisions Page 1, block 1.7. RSI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RSI to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Invoice Dates will be updated upon project start to align with the project schedule.

Table 1-2: Activity, Deliverable, or Milestone Payment Table

Invoice No.	Action (Reference Nos. below are defined in Exhibit A; Table 1-1 above)	Date	Amount
	Completion of A/D/M Reference Nos. 1 thru 17, 19, and 20	11/20/15	\$43,325
	Completion of A/D/M Reference Nos. 18 and 21 through 22	5/10/16	\$14,441
	End of Warranty/ Release of Holdback(A/D/M Reference No. 23)	9/13/16	\$6,419
	MeF License Fee – Corporate	10/19/15	\$75,000
	MeF License Fee – Partnership and Fiduciary	7/1/16	\$150,000
	FY 16 (YR 1) MeF Annual Maintenance and Support Fee – Corporate	10/19/15	\$15,000
	FY 17 (YR 2) MeF Annual Maintenance and Support Fee – Corporate, Partnership and Fiduciary	7/1/16	\$45,000
	FY 18 (YR 3) MeF Annual Maintenance and Support Fee – Corporate, Partnership and Fiduciary (if exercised as set forth in General Provisions, Section 2, Paragraph 2: <i>Contract Term</i>)	7/1/17	\$45,000
	FY 19 (YR 4) MeF Annual Maintenance and Support Fee – Corporate, Partnership and Fiduciary (if exercised as set forth in General Provisions, Section 2, Paragraph 2: <i>Contract Term</i>)	7/1/18	\$45,000

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	FY 20 (YR 5) MeF Annual Maintenance and Support Fee – Corporate, Partnership and Fiduciary (if exercised as set forth in General Provisions, Section 2, Paragraph 2: <i>Contract Term</i>)	7/1/19	\$45,000

1.3 RSI Staff, Resource Hours and Rates Worksheet

For each anticipated project resource, Table 1-3 provides the staff name, resource hours, hourly rate, and extended price for RSI's SOW, contained within Exhibit A: *Contract Deliverables*, .

Table 1-3 : Proposed RSI Staff, Resource Hours and Rates Worksheet

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Oversight	Jonathan Slusarz	9	12	9	\$89.15	\$2,673
Project Manager/Business Analyst/Tester	Ellen Devlin	100	120	100	\$89.15	\$28,527
Technical Architect	Mark Chiarelli	30	30	20	\$89.15	\$7,132
Developer(s)	TBD	66	122	102	\$89.15	\$25,853
TOTALS		205	284	231		\$64,185

1.4 Future RSI Rates Worksheet

The State may request additional Services from RSI. In the event that additional Services are required, Table 1-4 provides hourly rates, by project position, for State Fiscal Years ("SFY") 2015 through 2018. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not necessarily identified in Table 1-3 are included in the Future Vendor Rates Worksheet.

Table 1-4: Future Vendor Rates Worksheet

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project Oversight	\$210	\$217	\$224	\$231
Project Manager	\$160	\$165	\$170	\$175

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Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Technical Architect	\$210	\$217	\$224	\$231
Developer(s)	\$115	\$119	\$123	\$127
Tester(s)	\$110	\$113	\$117	\$121

1.5 Software Licensing, Maintenance, and Support Pricing Worksheet

Table 1-5 provides the pricing for McF Software Licenses and Annual Maintenance and Support.

Table 1-5: Software Licensing, Maintenance, and Support Pricing Worksheet

Software Name	One-time Software License Price	One-time Software License Price	Annual Maintenance and Support Services				
			FY16	FY17	FY18	FY19	FY20
RSI's Modernized e-File System - Corporate Tax Type	\$75,000		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
RSI's Modernized e-File System - Partnership Tax Type		\$75,000		\$15,000	\$15,000	\$15,000	\$15,000
RSI's Modernized e-File System - Fiduciary Tax Type		\$75,000		\$15,000	\$15,000	\$15,000	\$15,000
TOTALS	\$75,000	\$150,000	\$15,000	\$45,000	\$45,000	\$45,000	\$45,000

1.6 Additional Services Pricing

RSI will invoice the DRA for additional services provided under approved Change Orders, within the Scope of Work, contained within Exhibit A: *Contract Deliverables*, up to a Not To Exceed amount of \$25,000.

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PRICE AND PAYMENT SCHEDULE

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the Price Limitation noted in General Provisions Page 1, block 1.8 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to RSI for all fees and expenses, of whatever nature, incurred by RSI in the performance hereof for the term of the Contract.

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

RSI 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. RSI 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:

Roger Marchand, Project Manager
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire, 03301
Telephone: (603) 230-5074
Email: Roger.Marchand@dra.nh.gov

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Christopher Barlow
RSI Chief Financial Officer
42 Winter Street
Pembroke, MA 02359
Tel: 888-826-1324 ext. 110
Fax: 781-826-1324
Email: CBarlow@rsimail.com

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PRICE AND PAYMENT SCHEDULE

5. OVERPAYMENTS TO RSI

RSI 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 RSI's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (\$6,419 in total) of the price for each Service Deliverable, except Software license fees, Annual Maintenance and Support fees, and any other Services as set forth in the Payment Tables above, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS

PUBLICATION 1075 EXHIBIT 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (7) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years,

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or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be

advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under

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this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

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

Unless otherwise specifically defined in this Contract, the State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the RSI to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

RSI 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*.

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

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

6. ACCOUNTING REQUIREMENTS

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

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EXHIBIT E
IMPLEMENTATION SERVICES

1. STATE MEETINGS AND REPORTS

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

RSI 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 RSI Key Project Staff and State Project leaders from both Department of Revenue Administration and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and RSI Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the RSI Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from RSI shall serve as the basis for discussion.
- d. **The Exhibit I: 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 RSI 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 RSI to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Exhibit I: *Work Plan*. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be RSI's responsibility.

The RSI Project Manager shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The RSI 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. RSI shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Exhibit I: *Work Plan*;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

RSI shall employ an Implementation strategy with a timeline set forth in accordance with the Exhibit I: *Work Plan* reflecting the SOW, contained within *Exhibit A: Contract Deliverables*. In general:

- RSI and the State shall adopt the change management approach as defined in this Contract to identify and plan key strategies and communication initiatives.
- The RSI team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- RSI shall utilize an implementation approach that fosters and requires the participation of State resources, uses their business expertise to assist with the project activities, and prepares the State to assume responsibility for and ownership of the system. A focus on Knowledge Transfer shall be deemed a priority.
- RSI shall manage Project execution and provide the tools needed to create and manage the Project's Exhibit I: *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.
- RSI and the State shall work together to define an Implementation time-line that can be best aligned to the State's preferred time-line.

2.2 Timeline

The estimated timeline is set forth in the Exhibit I: *Work Plan* and will be updated to reflect more accurate dates once project authorization to proceed has been received. During the initial planning period, as applicable, 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.

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2.2.1 Project Infrastructure

The State is responsible for establishing any required development and production hardware infrastructure.

2.2.2 Implementation

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

Processes will be documented, training established, and any applications will be ready for Implementation in accordance with the schedule reflected in the Exhibit I: *Work Plan*.

2.2.3 Change Management and Training

RSI's change management and training services shall be focused, consistent with the SOW, contained within Exhibit A: *Contract Deliverables*, on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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TESTING SERVICES

RSI shall provide the Products and Services associated with the SOW, contained within Exhibit A: *Contract Deliverables*, Contract, including but not limited to:

1. TESTING AND ACCEPTANCE

RSI shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project as pertains to RSI's SOW, contained within Exhibit A: *Contract Deliverables*. RSI will also provide training as necessary to the State staff responsible for test activities. RSI 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 Exhibit I: *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, as appropriate for the SOW, contained within Exhibit A: *Contract Deliverables*, 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, RSI 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. RSI shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

RSI shall provide the State with an overall Test Plan that will guide all testing. The RSI 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 Exhibit I: *Work Plan* and the Contract, State testing will commence upon RSI's Project Manager's Certification, in writing, that RSI's own staff has successfully executed all prerequisite RSI 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 RSI 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 RSI's development environment. RSI must assist the State with testing in accordance with the

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Test Plan and the Exhibit I: *Work Plan*, utilizing test and live Data to validate reports, and conduct testing, as defined in Exhibit H: *Requirements*, at no additional cost.

Testing ends upon issuance of a letter of UAT Acceptance by the State.

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

1.2 Unit Testing

In Unit Testing, RSI 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 RSI 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.
RSI Team Responsibilities	For application modules, conversions and interfaces the RSI 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 to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System modules are tested in integration with the other existing MeF application modules in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the MeF 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 RSI team(s) to confirm that the new module(s) integrates with any necessary interfaces. The test emphasizes end-to-end business processes and the flow of information across applications). It includes all key business processes and interfaces being

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implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and the existing MeF System, and verifies that the MeF 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.
RSI 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 RSI to develop the Systems Integration Test Specifications. • Work jointly with RSI to develop and load the data profiles to support the test Specifications. • Work jointly with RSI to validate components of the test scripts, modifications, fixes and other System interactions with the RSI 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.

1.4 Conversion Validation Testing

Not applicable.

1.5 Installation Testing

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

1.6 User Acceptance Testing (UAT)

UAT begins upon certification of the System Testing called out in the SOW, contained within Exhibit A: *Contract Deliverables*, software module(s), any required user training, and according to the Exhibit I: *Work Plan*. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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

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The State shall be presented with all testing results, as well as written Certification that RSI 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 RSI 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 and necessary 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 MeF 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.

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

Upon successful conclusion of UAT, 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.
RSI 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. • Cooperate with the State during any State required performance testing, performance tuning, and stress testing.
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.

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	• Work jointly with RSI in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems. •
Work Product Description	The Deliverable for User Acceptance Test is the User Acceptance Test Results and the Letter of UAT Acceptance. These results provide evidence that the System meets the User Acceptance criteria defined in the <i>Exhibit I: Work Plan</i> .

1.7 Regression Testing

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

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) RSI shall notify the State no later than five (5) business days from the RSI's receipt of written notice of the test failure when RSI expects the corrections to be completed and ready for retesting by the State. RSI will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by RSI based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 1. validate that the change/update has been properly incorporated into the program; and
 2. validate that there has been no unintended change to the other portions of the program.
- d.) RSI will be expected to:
 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 3. Manage the entire cyclic process.
- e.) RSI will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified software application to the users for retesting.

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

1.8 Security Review and Testing

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture according to IRS Publication 1075, in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include code analysis, and review.

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

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Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include and code analysis and review.

1.9 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

1.10 System Acceptance

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

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

RSI shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date, provided the State has a current Annual Maintenance and Support Agreement in place. RSI's MeF Annual Maintenance and Support Agreement is included in the Contract as Attachment 3: *Modernized eFile Licensed Software Maintenance and Support Agreement* . In the case of any discrepancies between the language in this section and the RSI Annual Maintenance and Support Agreement language, the language in Exhibit G shall apply.

1.1 RSI's Responsibility

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

1.1.1 Maintenance Releases

RSI 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.

2. SYSTEM SUPPORT

2.1 RSI's Responsibility

RSI will 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.

3. SUPPORT OBLIGATIONS AND TERM

- 3.1** RSI shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2** RSI shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3** For all maintenance Services calls, RSI 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
- 3.4** RSI 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.
- 3.5** If RSI fails to correct a Deficiency within the allotted period of time stated in the MeF Annual Maintenance and Support Agreement, RSI shall be deemed to have committed an Event of

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MAINTENANCE AND SUPPORT SERVICES

Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Contract Agreement – General Provisions Section 14 Termination, as well as to return RSI's products, cease operation of the products, and receive a refund for all amounts paid to RSI, including but not limited to, applicable license fees, within ninety (90) days of notification to RSI of the State's refund request

- 3.6 If RSI fails to correct a Deficiency within the allotted period of time, RSI shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in the Contract – General Provisions, Section 14: *Termination*.

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REQUIREMENTS

Attachment 1: Requirements, contains the Project Requirements, which is hereby incorporated within. Only those requirements that have "ACH Payment or Knowledge Transfer Related" in the Comments column are the responsibility of RSI under this Contract.

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RSI's Project Manager and the State Project manager shall finalize the Exhibit I: Work Plan within 5 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Exhibit I: *Work Plan* are documented in accordance with RSI's plan to conduct the project as defined in Exhibit I: *Work Plan*. Continued development and management of the Exhibit I: *Work Plan* is a joint effort on the part of RSI and State Project Managers.

The preliminary Exhibit I: *Work Plan* created by RSI and the State is set forth at the end of this Exhibit.

In conjunction with RSI's Project Management methodology, which shall be used to manage the Project's life cycle, the RSI team and the State shall finalize the Exhibit I: *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 RSI team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with RSI's Exhibit I: *Work Plan* and shall utilize MS Project software to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the operable version of the Exhibit I: *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 Exhibit I: *Work Plan* timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- RSI shall provide a separate escrow agreement for the application.
- RSI shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The RSI Team shall perform this Project at State facilities at no cost to RSI..
- The RSI Team may perform that work at a facility other than that furnished by the State, when practical, at RSI's own expense.
- The RSI Team shall honor all holidays observed by RSI or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the RSI 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). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space,

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WORK PLAN

equipment, and printer/fax supplies shall be provided at no cost to the RSI Team and shall be available when the Project begins.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. RSI'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 RSI and State team on a network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- RSI 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, testing and production instances. Hardware and operating system environments will be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet RSI certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- RSI shall implement the software associated with the SOW, contained within *Exhibit A: Contract Deliverables*, using the Release and Version of the McF application as is currently installed and operational at the State.
- RSI will advise the State on the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to RSI 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. Project Schedule

- The project schedule is estimated to be as defined in the Exhibit I: *Work Plan*, which will be updated during the project.

F. Reporting

- RSI shall conduct bi-weekly (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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G. User Training

- **The RSI Team** shall lead the development of the end-user training plan.
- RSI will conduct structured training for key DRA staff members
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

H. Performance and Security Testing

- Performance and Security Testing are the responsibility of the State.
- The State shall work with RSI on performance testing as set forth in Contract *Exhibit F: Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. RSI Team Roles and Responsibilities

1) RSI Team Project Advisor

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

2) RSI Team Project Manager

The RSI 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 RSI Implementation Team. The RSI 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 Exhibit I: *Work Plan*;
- Assign RSI Team consultants to tasks in the Exhibit I: *Work Plan* according to the scheduled staffing requirements;
- Define roles and responsibilities of all RSI Team members;
- Provide bi-weekly (every two weeks) 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;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;

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- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) RSI Team Analysis

The RSI Team shall conduct analysis of requirements, validate the RSI 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;
- 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) RSI Team Tasks

The RSI team shall assume the following tasks, as they may be contained in the Exhibit I: *Work Plan*:

- 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 installation procedures;
- Development and execution of unit test scripts; 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 RSI 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 Exhibit I: *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 RSI team;
- Assist the RSI Project Manager in the development of a detailed Exhibit I: *Work Plan*;

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- Identify and secure the State Project Team members in accordance with the Exhibit I: Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the RSI Project Manager of any urgent issues if and when they arise; and
- Assist the RSI 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 Department;
- Attend the project kick-off meeting;
- 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;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the RSI software and the business processes the application supports.

3) State DoIT Lead

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 the project kick-off meeting;
- Attend technical training as necessary to support the Project;
- Assist the State and RSI Team Project Managers to establish the detailed Exhibit I: *Work Plan*;
- Manage the day-to-day activities of the State's technical resources and application DBA assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Exhibit I: *Work Plan*;
- Work with the RSI Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development, testing and production environments;

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WORK PLAN

- Work in partnership with RSI and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. RSI will lead this effort with support and assistance from the State; and
- Represent the technical efforts of the State at bi-weekly (every two weeks) Project meetings.

4) State Testing Administrator

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

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

3. SOFTWARE APPLICATION

Project Requirements are defined in *Exhibit H: Requirements*.

4. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. The actual Start and Finish dates will be revised upon the start of the project; by RSI and the State in accordance with Exhibit A, Table 1-1, item 3.

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration (calendar days)	Start	Finish
NH MeF Project			
Conduct Project Kickoff Meeting	1 day	10/12/15	10/12/15
Status Meetings	On-going	On-going, starting 10/12/15	On-going, through Go-Live
Project Work Plan Confirmation	5 days	10/12/15	10/16/15

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Goals and Objectives Document Development	5 days	10/19/15	10/23/15
Conduct Research and Requirements Validation	12 days	10/19/15	10/30/15
Requirements Analysis Report Development	1 day	11/2/15	11/2/15
Requirements Traceability Matrix Development	1 day	11/2/15	11/2/15
Risk and Issue Management Plan Development	5 days	10/19/15	10/23/15
Functional Design Document Development	21 days	10/13/15	11/2/15
Technical Design Document Development	21 days	10/13/15	11/2/15
Test Management and Detailed Test Plan	7 days	11/3/15	11/9/15
Training	8 days	11/9/15	11/16/15
Training Plan	7 days	11/3/15	11/9/15
Deliver Software Licenses	1 day	10/19/15	10/19/15
Conduct Application Security Scan and provide results	5 days	11/9/15	11/13/15
Provide final remediated results of code review	5 days	11/16/15	11/20/15
Conduct System Test	5 days	11/16/15	11/20/15
Provide Certification of System Testing	1 day	11/23/15	11/23/15
Conduct User Acceptance Test	12 days	11/25/15	12/8/15
Conduct ATS Testing	29 days	2/15/16	3/14/16

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State Acceptance Complete	1 day	3/22/16	3/22/16
Go-live Cutover to New Software	1 day	5/10/16	5/10/16
90 Day Warranty	90 days	5/11/16	9/13/16
Annual Maintenance and Support	365 days	10/19/15	10/18/16

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EXHIBIT J
SOFTWARE LICENSE

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Attachment 2:Modernized eFile System License Agreement :Exhibit B: *Price and Payment Schedule*, RSI 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 RSI MeF License Agreement, attached as Attachment 2:Modernized eFile System License Agreement ;and Related Terms, and 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

If not already provided, RSI 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 RSI 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 RSI'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 RSI.

5. VIRUSES

RSI shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, RSI will use reasonable efforts to test the Software for viruses. RSI 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, RSI 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, RSI may audit the State's use of the programs at RSI's sole expense. The State agrees to cooperate with RSI's audit and provide reasonable assistance and access to information. The State agrees that RSI shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, RSI's audit rights are subject to applicable State and federal laws and regulations.

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SOFTWARE LICENSE

7. SOFTWARE NON-INFRINGEMENT

RSI 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, RSI shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies RSI in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives RSI control of the defense and any settlement negotiations; and
- c. Gives RSI 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 RSI believes or it is determined that any of the Material may have violated someone else's intellectual property rights, RSI 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, RSI may end the license, and require return of the applicable Material and refund all fees the State has paid RSI under the Contract. RSI will not indemnify the State if the State alters the Material without RSI's consent or uses it outside the scope of use identified in RSI'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. RSI 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 RSI. RSI 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 RSI without RSI's consent.

8. SOFTWARE ESCROW

8.1 RSI 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 escrowassociates, 123 Mission Street, Suite 1020, San Francisco, CA 94105, (415) 276-0312, www.escrowassociates.com ("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 source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). RSI shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

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EXHIBIT J
SOFTWARE LICENSE

8.2 RSI agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary, if not already so added. 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, RSI 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) RSI has made an assignment for the benefit of creditors;
- (b) RSI 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 RSI's assets;
- (d) RSI terminates its maintenance and 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) RSI defaults under the Contract; or
- (f) RSI 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, RSI 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 RSI'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 RSI 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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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 System

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

1.2 Software

RSI 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 RSI's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if RSI cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to RSI 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 RSI cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to RSI for the deficient Services.

1.3 Non-Infringement

RSI 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

RSI 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

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

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1.6 Services

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

1.7 Personnel

RSI 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.

2. WARRANTY PERIOD

Upon successful conclusion of UAT, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence. The Software Warranty Period shall remain in effect for 90 consecutive days commencing upon State Acceptance. The provision of the Warranty shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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EXHIBIT L
TRAINING SERVICES

RSI shall provide the following Training Services.

Training will be in accordance with the requirements set forth in Contract Exhibit H: *Requirements*. All pricing for training services has been established in Contract Exhibit B: *Price and Payment Schedule*, consistent with the SOW, contained *within* Exhibit A: *Contract Deliverables*.

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EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

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EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

RSI Proposal to State of New Hampshire Department of Revenue Administration (DRA) Modernized e-Filing – RFP 2015-080, dated May 11, 2015 is hereby incorporated by reference as fully set forth herein.

Note that the SOW, contained within Exhibit A: *Contract Deliverables*, defined and described within the Contract supersede the responsibilities and scope of work, contained in RSI's proposal response, to be performed by RSI.

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EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

- A.** Contractor's Certificate of Vote/Authority
- B.** Contractor's Certificate of Good Standing
- C.** Contractor's Certificate of Insurance
- D.** Attachment 1 Requirements
- E.** Attachment 2 Modernized eFile System License Agreement
- F.** Attachment 3 Modernized eFile System License Software Maintenance and Support Agreement

Exhibit M – Agency RFP With Addenda, by Reference – PART 2

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

109 Pleasant Street

CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 1

TO RFP INVITATION # 2015-080

PROPOSAL DUE DATE: May 11, 2015

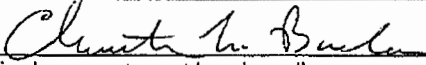
PROPOSAL DEADLINE: 2:30 EDT

FOR: Modernized e-File System

RFP SECTION	CHANGE DESCRIPTION
Cover Page	Delete the following language: Vendor Conference 3 18,2015 PM EDT And replace with: Vendor Conference 4 14,2015 PM EDT (April 14, 2015)

CONTACT: **Roger Marchand**
TEL. NO.: **(603) 230-5074**

BIDDER Revenue Solutions, Inc. (RSI) ADDRESS 42 Winter Street Pembroke, MA 02359

BY 
(this document must be signed)
Christopher L. Barlow, CFO TEL. NO. (781) 826-1546 x110
(please type or print name)

RFP – 2015– 080
 <Department of Revenue Administration>
 <Modernized e-Filing System>
 QUESTIONS & ANSWERS - VENDOR CONFERENCE
 <4-14-2015>

	Section & Pages	QUESTION	ANSWER
	General Question	Are Non-US companies allowed to bid on this RFP	There are restrictions due to the nature of the information being processed, specifically Federal Tax information (FTI). The Department of Revenue is required to send a letter to the Internal Revenue Service (IRS) certifying that contractor personnel accessing FTI and contractor information systems containing FTI are all located within the United States or territories as FTI is not allowed off-shore.
1.	APPENDIX G-2 TESTING REQUIREMENTS, Pages 57, 65	There is a section titled "APPENDIX G-2 TESTING REQUIREMENTS" on page 57. However, there is a section titled "APPENDIX G-2: CERTIFICATES," on page 65.	Yes, on page 65 this should be titled APPENDIX G-3 CERTIFICATES. The language will be changed in RFP Addendum 3.
2.		Should the Certificates Appendix be numbered G-3?	
3.	F-3 Future Vendor Rates Worksheet, Page 54	There is a table in Section F-3 that is numbered, "Table F-4: Future Vendor Rates Worksheet." Should this be Table be numbered F-3?	The Table F-4 Future Vendor Rate Worksheet name will be changed to Table F-3 Future Vendor Rate Worksheet. The language will be changed in RFP Addendum 3.
4.	APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES Pages 32, 34	The table of page limits shows a 2-page limit for Topic 3 – Software Released, but the heading on page 34 shows a 5-page limit. What is the page limit for Topic 3?	On page 32 Topic 3 – Software Releases page limit will be increased to 5. The language will be changed in RFP Addendum 3.
5.	B-3 Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor proposed Software, Page 28	The RFP states: "Components that constitute the Vendor's proposed Software suite must be fully implemented and Operational in at least one (3) government entities comparable in size and complexity to the State of New Hampshire in the last five (5) years." Can the State please clarify if the requirement is for 1 or 3 entities?	On page 28 B-3, "at least one (3) government entities" will be changed to "at least three (3) government entities". The language will be changed in RFP Addendum 3.
6.	Topic 15–Testing, Page 42	The RFP states: "Vendor is required, refer to Appendix G-1: Testing and Acceptance. To define the type of support that will be provided, address the following questions:" However, Appendix G-1 on page 56 is labeled, "Security" and Appendix G-2 on page 57 is labeled "Testing Requirements." There is no appendix labeled "Testing and Acceptance." Can the State please clarify these appendix references?	On Page 42, change "Appendix G-1: Testing and Acceptance." to "Appendix G-2: Testing and Acceptance Requirements." On Page 57, change "APPENDIX G-2 Testing Requirements" to "APPENDIX G-2 TESTING AND ACCEPTANCE REQUIREMENTS." The language will be changed in RFP Addendum 3.

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	Section & Pages	QUESTION	ANSWER
	C-2 REQUIREMENTS, Page 29	The RFP states: "Vendors shall complete the requirements checklist (Table C-2 C. Table C-2 is included as an attachment to RFP 2015-080." However, there is no attachment labeled "C-2 General Requirements Vendor Response Checklist." Is the section that is labeled "Attachment 1" supposed to be the "General Requirements Vendor Response Checklist Table C-2?" Attachment 1 is not referenced anywhere else in the RFP.	Delete the following language in Appendix C, Section C-2 Requirements: "Vendors shall complete the requirements checklist (Table C-2 C. Table C-2 is included as an attachment to RFP 2015-080" And replace with: "Vendors shall complete the requirements checklist (RFP 2015-080 Attachment 1.)" The language will be changed in RFP Addendum 3.
7.			
	State of New Hampshire Proposal Transmittal Form Letter, Pages 5,15	The Proposal Transmittal Form Letter states: "Proposal Due Date and Time: April 20, 2015 at 2:30 PM EDT." However, the proposal due date is shown elsewhere in the RFP as 05/11/2015. Also, the Proposal Transmittal Form Letter states: "The Vendor has read and included a copy of RFP 201X-XXX and any subsequent signed Addendum (a)." Assuming this should read "RFP 2015-080," but offerors cannot alter the issued documents. Can the State please revise and reissue the Proposal Transmittal Form Letter?	On Page 15, the State of New Hampshire Proposal Transmittal Form Letter will be revised to address the concerns outlined in the question. The language will be changed in RFP Addendum 3.
8.			
	APPENDIX G-1 SECURITY, Pages 37,56	Where should vendors address the requirements in Appendix G-1, Security? In Topic 7, System Security?	Yes, please consolidate responses on security in Topic 7; System Security.
9.			
	H-25.9 Testing and Acceptance, Page 76	The RFP states: "See Appendix G-1 for Testing Requirements." However, Appendix G-1 is labeled as "Security."	On Page 76 change "Appendix G-1: Testing Requirements." to "Appendix G-2: Testing and Acceptance Requirements." The language will be changed in RFP Addendum 3.
10			
	APPENDIX G-2: CERTIFICATES, Page 65	Is it necessary to submit a Certificate of Good Standing and a Certificate of Authority/Vote with the proposal, or can these items be provided upon contract award?	These certificates are only required of the selected vendor and must be submitted prior to Governor and Executive Council approval of the contract. They do not have to be submitted with the RFP proposal.
11			

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12	Topic 9, Page 39	The RFP states: "The State wishes to consider provision for assurance of business continuity as an optional component of the Solution. A current risk for business continuity involves loss of the State's Data Center. The State will decide whether to exercise this option based, in part, on cost." Are bidders to bid a full backup system (hardware, software and disaster, recovery, and restoration services) and backup facilities? What is to be priced, and will these prices be part of the Cost evaluation? "Vendors are asked to provide an option for the State to continue operation at a different site in the event that the Data Center is unavailable. Discuss necessary planning for the proposed remote site and transition to the site if the Data Center is incapacitated." 1. Is this option required for the COTS proposal? 2. Can this option be priced separately from the COTS proposal? 3. Is this site a non-State facility? (eg. third party data center?) 4. Is a cloud solution acceptable (e.g., Microsoft Azure Government Services)?	This requirement will be struck from the RFP. The language will be amended in RFP Addendum 3.
13	Topic 9, Page 39	1. Is this option required for the COTS proposal? 2. Can this option be priced separately from the COTS proposal? 3. Is this site a non-State facility? (eg. third party data center?) 4. Is a cloud solution acceptable (e.g., Microsoft Azure Government Services)?	This requirement will be struck from the RFP. The language will be amended in RFP Addendum 3.
14	Topic 10, Page 39	The RFP States: "Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data." Are the "tools" referenced to be provided or just a list of the tools that would be appropriate?	Your proposal must include a list of tools needed for this task.
15	Topic 17 and H-25.4 State Contracts, Pages 43, 72	The RFP states: "The State of New Hampshire intends to use, wherever possible, existing Statewide Software and hardware Contracts to acquire supporting Software and hardware." Are offerors to propose hardware and include it in the price? What environments are to be provided by the vendor or that will be provided by the State?	The infrastructure is in place with up to date servers and operating systems. We do not anticipate purchasing additional hardware. However if there is an exception the state will consider purchasing additional hardware through existing statewide contracts in accordance with RSA 21-I:17-C.

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	Tables F-1 through F-5 (Table F-4 label is used twice), Pages 52-55	Is the bidder price to be evaluated the combination of all the pricing in the five tables or only a subset of the tables? If a subset, which tables?	All tables should be used to present pricing. The Contracts team will verify that there is no redundancy with these tables and/or references. Any changes to the tables will be reflected in Addendum 3.
16		Is any pricing to be duplicated in multiple tables; e.g. software licensing?	
17	Table F-1, Page 53	Are the "Tools for Backup and Recovery" required or are they optional, per Topic 9 on page 39?	We believe this question refers to Topic 8. The state is not looking for backup and recovery solutions. This requirement will be removed from the RFP in Addendum 3.
18	Section G-1.2 Testing, Page 64	The RFP states: "Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology (DoIT) for Review and acceptance." How much time should bidders allow for the DoIT to conduct its review and acceptance processes?	The State requires validation and certification from the vendor that the software application has undergone the required security testing. It is likely that the selected vendor has already had this testing performed. If so, the State will accept the results of this previous application testing. Once the State receives the certifying documentation, it is expected that review and acceptance should take no longer than two weeks, unless there are mitigating circumstances.
19	Section 5.4.5, Page 22	The RFP makes reference to Table F-6, "Web Site hosting, maintenance, and support Worksheet", however this table does not appear in the document. Is this worksheet not applicable for this proposal?	No, this is not applicable. The language will be changed in RFP Addendum 3.
20	Topic 10 Archiving, Page 39	Please elaborate on requirements and use of archiving. How does this differ from the backup capabilities? Is this to view older submission data, for IRS audit requirements, or other?	The reference to archiving is related to the ability to store historical data so that it is readily accessible to the system, but does not impact system performance when processing current data. Provide a description of your solutions archival and retrieval functions in order to view older submissions to comply with the department's retention policy.

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C-3 DELIVERABLES, Page 30	The RFP states: "Conduct Application Security Scan and provide results", and in Attachment 1, T1.2 "The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability." Normally, COTS MeF application testing is limited to the application interfaces. Testing of the supporting system architecture, including but not limited to State infrastructure, database configuration, administrative processes, and physical security controls would be performed by an external third party specializing in Federal safeguard auditing. Is the State requesting such Federal safeguard auditing be included in the evaluation? If so, can this be priced separately from the COTS production proposal?	The state expects that the application has already been developed and certified using the latest industry standard security development methodologies. The vendor is to ensure the portion of the solution being provided by the vendor does not introduce any security risk to our environment. Testing the vendor's solution as part of our entire environment is not the intent of this requirement. They need to provide certification that their solution has been developed securely. The state does not anticipate paying for additional testing. The deliverable language will be changed in RFP Addendum 3.
21		
G-1.2 Testing, Page 60	In the section titled, "Performance Tuning, and Stress testing," for regression testing, does the State intend to maintain a performance test environment that is equivalent to the production environment?	Yes. A test environment is in place for performance and regression testing.
22		
Topic 15 - Testing, Page 42	The RFP States: State staff will conduct Acceptance Testing, but support from the selected Vendor is required; refer to Appendix G-1: Testing and Acceptance." Q: Can the state please clarify the purpose of the appendix reference? Does the State require the vendor to respond to other items in Appendix G-1	On Page 42 change "Appendix G-1: Testing and Acceptance." to "Appendix G-2: Testing and Acceptance Requirements." On Page 57 change "APPENDIX G-2 Testing Requirements" to "APPENDIX G-2 TESTING AND ACCEPTANCE REQUIREMENTS" The vendor is required to respond as requested in Appendices G-1 & G-2.
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

109 Pleasant Street

CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 3

TO RFP INVITATION # 2015-080

PROPOSAL DUE DATE: May 11, 2015

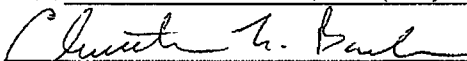
PROPOSAL DEADLINE: 2:30 EDT

FOR: Modernized e-File System

RFP SECTION	CHANGE DESCRIPTION
RFP 2015-080	The attached RFP 2015-080 has been amended to address formatting and content changes identified at the vendor conference held on April 14, 2015. The parts of the RFP that have been changed are highlighted in yellow.

CONTACT: Roger Marchand
TEL. NO.: (603) 230-5074

BIDDER Revenue Solutions, Inc. (RSI) ADDRESS 42 Winter Street Pembroke, MA 02359

BY 

(this document must be signed)

Christopher L. Barlow, CFO

TEL. NO. (781) 826-1546 x110

(please type or print name)

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Modernized e-Filing System
RFP 2015-080

Department of Revenue Administration (DRA)

Modernized e-Filing

RFP 2015-080

RFP ISSUED.....03 30, 2015

VENDOR CONFERENCE.....03 18, 2015 2:30 PM EDT

AT: Department Of Revenue Administration
109 Pleasant Street
Concord, NH 03301

STATE POINT of CONTACT.....Roger Marchand
Roger.Marchand@DRA.NH.GOV
603-230-5074

CONTRACT TYPE.....FIRM FIXED PRICE

PROPOSALS DUE.....05 11, 2015 2:30 PM

STATE OF NEW HAMPSHIRE
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1. INTRODUCTION

The State of New Hampshire, acting through the Department of Information Technology (DoIT), is releasing this Request for Proposal (RFP) to procure a Commercial-Off-the-Shelf (COTS) software System and associated Services for the Department of Revenue Administration (DRA) to Expand on the current Internal Revenue Service (IRS) Modernized e-Filing (MeF) initiative to include business tax returns for Proprietorship, Fiduciary, Partnership, Corporate, and Combined filers and all associated Schedules. The COTS Solution will include the ability to receive electronic payments for all returns. It will consist of a web Services gateway that can request and receive returns from the IRS and also provide acknowledgements back to the IRS. The IRS publishes standards for the States to use for web Services communications, provides the Extensible Markup Language(XML) code for Web Services Definition Language (WSDL), and Specifications for security measures (i.e. digital certificates). These standards are the basis for participation. The Solution will support the secure high-speed and concurrent transmission of business and personal tax electronic filings and payments within the context of the IRS MeF program. The environment should be flexible enough to support other, similar initiatives. This Solution plans to host and operate the System at a State facility. A Software as a Service (SaaS) model will not be considered.

1.1 Contract Award

The State plans to execute a Firm Fixed Price Contract(FFP) Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted Proposals in accordance with the Review process outlined in Section 5 below. The award will be based upon criteria, standards, and weighting identified in this RFP.

DRA reserves the right to award a contract for a product or service, group of products or Services, or all products and Services specified in the RFP and to reject any and all Proposals in whole or in part. A contract award is contingent upon approval by the Governor and Executive Council.

1.2 Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services identified under this procurement.

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

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If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

1.3 Contract Term

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

The Vendor shall be fully prepared to commence work by July of 2015 after full execution of the Contract 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 Vendor's initial Term will begin on the Effective Date and extend through 09/30/2020. The Term may be extended up to 5 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 6/30/2025.

The Vendor shall commence work upon issuance of a Notice to Proceed (NTP) by the State.

The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed (NTP), such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor 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.

1.4 Project Overview

The New Hampshire Department of Revenue (NHDRA) is seeking to expand its Modernized e-Filing (MeF) capabilities to include New Hampshire Business Tax Returns, supporting Schedules, and ACH payments.

At present, the NHDRA is processing Interest and Dividends (ID) returns for Individual, Partnership, and Fiduciary filers through the Revenue Solutions, Inc. (RSI) MeF Gateway Solution. The NHDRA does not currently have the ability to accept Automated Clearing House (ACH) payments. Payments are remitted separately via a payment coupon through the United States Postal Service (USPS) or through the departments vendor supported e-File application.

The NHDRA seeks to contract with a Vendor that can expand on the current Solution or offer their own COTS Solution for processing Interest and Dividends

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returns including ACH debit payments as well as business returns and payments for Proprietorship, Partnership, Corporate, Fiduciary, and Combined filers.

1.5 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the Terms and conditions of this RFP, including but not limited to, in Appendix H Section H-25: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions* of this RFP.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

2. SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed (NTP).

EVENT	DATE	TIME
RFP released to Vendors (on or about)	3/30/2015	
Vendor Inquiry Period begins (on or about)	3/30/2015	
Notification to the State of the number of representatives attending the (Mandatory or Optional) Vendor Conference	04/13/2015	
Optional Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	04/14/2015	9:00 AM
Vendor Inquiry Period ends (final inquiries due)	04/16/2015	
Final State responses to Vendor inquiries	04/22/2015	
Final date for Proposal submission	05/11/2015	2:30 PM EDT
Invitations for oral presentations (on or about)	5/27/2015	
Vendor presentations/discussion sessions/interviews, if necessary	5/27/2015 to 6/3/2015	
Anticipated Governor and Council approval	TBD	
Anticipated Notice to Proceed (NTP)	TBD	

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3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software

The State seeks Commercial-Off-the-Shelf (COTS) Software for this Contract. Each Proposal must present Software that can fully support the required functionality listed in Appendix C: *System Requirements and Deliverables*.

3.2 Requirements

3.2.1 Appendix B: *Minimum standards for Proposal Consideration*, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.

3.2.2 Appendix C: *System Requirements and Deliverables*

3.2.3 Appendix D: *Topics for Mandatory Narrative Responses* for Software, technical, Services and Project Management topics.

3.2.4 Appendix E: *Standards for Describing Vendor Qualifications* including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.3 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar Projects related to the Software, technical Services, and Project Management topics.

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4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the NHDRA no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

State of New Hampshire
Department of Revenue Administration
c/o Roger Marchand, PM
109 Pleasant Street

Concord, New Hampshire 03301

Cartons containing Proposals must be clearly marked as follows:

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Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the DRA in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit **only one (1)/ NUMBER** Proposal(s) in response to this RFP.

All Proposals submitted in response to this RFP must consist of:

- a. One (1) original and seven (8) clearly identified copies of the Proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- c. One (1) electronic copy on CD ROM in MS WORD format.

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

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4.2 Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Roger Marchand, Project Manager
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire, 03301
Telephone: (603) 230-5074
Email: Roger.Marchand@dra.nh.gov

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral Statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.2.1 Restriction of Contact With State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

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4.3 Vendor Teleconference

A non-mandatory Vendor Teleconference will be held on the date and at the time identified in Section 2: *Schedule of Events*:

All Vendors who intend to submit Proposals are encouraged to participate in the Vendor Teleconference. Phone numbers will be emailed to registrants upon request. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will participate in the Vendor Teleconference.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to Review any applicable Documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Teleconference. No responses will be given prior to the Vendor Teleconference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to Terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

4.4 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.5 RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.6 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, Terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

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4.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

4.8 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4.9 Confidentiality of a Proposal

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.10 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract. Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for Proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains

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a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

4.11 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 (IT) 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.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

4.12 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.13 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

4.14 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.15 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's Terms and conditions and any portion of the Vendor's Proposal, the State's Terms and conditions shall take precedence and supersede any and all such conflicting Terms and conditions contained in the Vendor's Proposal.

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4.16 Proposal Format

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each section of the Proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

4.17 Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of key Vendor staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - *required in original Proposal only*
- **Section IX:** Appendix

4.18 Proposal Content

4.18.1 Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION (DRA)

RESPONSE TO DRA RFP 2015-080
MODERNIZED E-FILING (MEF)

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
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The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, State, zip code, fax number, and email address.

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4.18.2 Transmittal Form Letter

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH DRA State Point of Contact: Roger Marchand
Telephone (603) 230-5074
Email: Roger.Marchand@dra.nh.gov

RE: Proposal Invitation Name: NHDRA Modernized e-Filing System
Proposal Number: 2015-080
Proposal Due Date and Time: May 11, 2015 at 2:30 PM EDT

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NHDRA Modernized e-Filing at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP Terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new Terms and conditions have been added and no existing Terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2015-080 and any subsequent signed Addendum (a).

Our official point of contact is _____

Title _____

Telephone _____ Email _____

Authorized Signature Printed _____

Authorized Signature _____

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4.18.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.18.4 Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.18.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all Terms, acronyms, and abbreviations used in its Proposal.

4.18.6 Section III: Responses to System Requirements and Deliverables

System requirements are provided in Appendix C: *System Requirements and Deliverables*.

Using the response tables in Appendix C, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.18.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different deliverables of the Proposal. Discussion of each topic must begin on a new page.

4.18.8 Section V: Corporate Qualifications

Section V should provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

4.18.9 Section VI: Qualifications of key Vendor staff

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of key Vendor staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for key Vendor staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

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4.18.10 Section VII: Cost Proposal

The Cost Proposal must include the following:

- The *Implementation Deliverables Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Vendor Staff, Resource Hours and Rates Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheet* and any discussion necessary to ensure understanding of data provided;
- A *Future Vendor Rates Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Software Licensing, Maintenance and Support Pricing Worksheet* (OR SOFTWARE MAINTENANCE AND SUPPORT PRICING WORKSHEET-DEPENDING ON THE AGENCY REQUIREMENT) prepared using the format provided in Table F-4 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided.

NOTE: SECTION VII COST PROPOSAL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED RESPONSIVE AND SHALL NOT BE ACCEPTED.

4.18.11 Section VIII: Copy of the RFP and any signed Addendum(a) - required in original Proposal only

4.18.12 Section IX: Appendix- This section provided for extra materials as referenced in Appendix D such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

If the State, determines to make an award, the State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The State will use a scoring scale of **1000** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors:

150 points	Proposed Software Solution
200 points	Vendor's Technical, Service, Project Management Experience, and Staffing Qualifications
200 points	Technical Architecture
150 points	Vendor Company
300 points	Solution Cost (Labor Rates and Solution Pricing)
1000 points	Total Possible Score

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- a. Consider any source of information in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and
- d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract Terms with the highest scoring Vendor.

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.

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5.3.1 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 Preliminary Scoring of Proposals

The State will establish an evaluation team to initially score Proposals.

5.3.3 Oral Interviews and Product Demonstrations

Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations.

For each invited Vendor, the oral interview and product demonstrations will be two (2) hours in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial Review of the Proposals.

5.3.4 Best and Final Offer

The State may request a Best and Final Offer. However, the State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

5.3.5 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. Reference and background checks will be made for finalist or finalists as appropriate. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor Software.

5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

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5.4.1 Scoring of the Proposed Software Solution

The Vendor's Proposed Software Solution will be allocated a maximum score of **150 points**. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Factors include but are not limited to :

Features - How well does the Solution meet the RFP business requirements and support the DRA mission?

Application – Is there a user group for the application? How long has it been in operation? What is its market share? Is cost of upgrade shared by user groups or the sole responsibility of the State? Is this included with the cost of Software Maintenance? How are future upgrades determined? These and other factors will help the State to understand the costs and opportunities of using this Software in the future. How frequently do you respond to TIGERS and IRS schema and WSDL updates?

Compatibility with State Systems - The degree to which the System uses technologies similar to the existing MeF System, ease of System modification, integration and data storage.

User Friendliness/Usability and Efficiency - How quickly can a user perform a needed task? How easy is it to learn, is it intuitive? Is its navigation and interface similar to other software used? How steep is the learning curve?

Criteria for these scores will be found in but are not limited to:

Proposal Section III: Responses to Requirements and Deliverables Attachment C-2: Requirements, particularly business requirements

**Proposal Section IV: Narrative Responses
Vendor Presentation and Demonstration**

5.4.2 Scoring of Vendor Technical, Service, Project Management and Staffing Qualifications Proposal

Vendor proposed Services will be allocated a maximum score of **200 points**. In this section, the State will score the technical merits of how the Vendor proposes to carry out the Implementation and maintain the Solution. The Implementation of the Solution will require the Vendor to customize or configure the application to meet the requirements of the State, monitor and ensure its operation throughout the Warranty Period and, if maintenance is to be provided, to be a partner in the Solution's operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, the Project, and the technical environment will be critical. The State will also evaluate how compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long Term.

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Factors include but are not limited to :

Protection of Data – The degree to which continuous operations are insured against unexpected problems.

Compatibility with State IT Expertise and Training Approach - What is the degree to which the System uses technologies which may be supported by State personnel.

Project Execution - Do company procedures facilitate: communication with the State, the early discovery and resolution of problems, efficient and effective operation through Implementation, and an effective support structure of the System.

Project Management Competence - Administrative, management quality control and oversight

Ongoing Operations – Post warranty operation and support

Staff Training – Staff must have relevant training to carry out the Project.

Staff Experience – Training and certification is important but experience with similar Projects will be a major contributor to a smooth Implementation.

Size and composition of Vendor Team – Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the Project?

Criteria for these scores will be found in but are not limited to:

Proposal Section IV: Narrative Responses

Proposal Section VI: Qualifications of Key Staff

Proposal Section III: Responses to Requirements and Deliverables Attachment

C-2 – Technical Requirements

Proposed Work Plan

Vendor Presentations

References

5.4.3 Scoring of Technical Architecture

The Vendor's System Architecture Solution will be allocated a maximum score of **200 points**. The main purpose of this section is to measure how well the Solution architecture adapts to the needs of the Agency.

Software Architecture - Scoring this aspect of the Proposals will include: how well the Solution will adapt to the organization (or does the organization have to adapt to it). How does it fit with the organization's other products and business strategies? Can it adapt to future organizational changes? Does it support organizational technical strategies? Can it easily accommodate any planned or possible growth? Do the Specifications of the System comply with the stated technical and security Specifications in the RFP?

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5.4.4 Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of **150 points**. It must be established that the Vendor company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Factors include but are not limited to :

How long in business – A proven track record of operation for a number of years that the company will continue to support the System.

How many years experience with this product – Demonstrated competence in working with the proposed product or technology.

Bench Strength and support structures – The State will consider the depth of required technical skill within the company as well as the Vendor's plan for knowledge transfer to State staff.

References - The measure of a company's worth is more accurate when made by a third party that has partnered with the Vendor in a similar Project.

Litigation – The relevance of involvement of the company in litigation will be considered.

Financial Strength – Financial strength when measured by financial Statements or a rating company is an indication of the company's ability to operate long Term and through unexpected problems.

Criteria for these scores will be found in but are not limited to:

Proposal Section V: Corporate Qualifications

References

5.4.5 Scoring the Software Solution Cost

Vendor proposed Software Solution cost will be allocated a maximum score of **300 points**. The State will consider **both Implementation and subsequent five (5) year license and maintenance** costs, provided in Tables F-1: Activities/Deliverables/Milestones Pricing Worksheet, F-5: Software Licensing, Maintenance, and Support Pricing Worksheet. The cost information required in a Proposal is intended to provide a sound basis for comparing costs.

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

Vendor's Cost Score = (Lowest Proposed Cost / Vendor's Proposed Cost) times NUMBER OF maximum points for Solution costs defined in Section 5.1: Scoring Proposals.

For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Revenue Administration

The Department of Revenue Administration is responsible for:

- Support Department operations including accounting, purchasing, adjudicative and administrative hearings, tax policy and legislative analysis, fleet and facility maintenance, human resources and Project management.
- Promote voluntary taxpayer compliance with New Hampshire's tax laws through fair, impartial, and efficient selection and Review of taxpayers' returns; taxpayer education; and discovery of non-filers.
- Handling taxpayer inquiries and account maintenance.
- Ensure taxpayer compliance with the tax laws of New Hampshire by fairly and effectively recovering overdue taxes through the uniform application of State laws, rules and policies.
- Process taxpayer documents in an accurate, efficient, and timely manner.
- Assessment and collection of property taxes and the administration of municipal finances in the State by establishing tax rates, providing technical assistance and education to municipal officials, monitoring revaluations, reviewing assessment practices, equalizing local assessed valuation, appraising public utility and railroad property, and administering timber and gravel taxation.
- Establishes and approves municipal, school, county, State and village district tax rates. Provides technical assistance relative to taxation and finance to the over 500 political subdivisions of the State and provides general supervision over municipal tax collectors. Prescribing a uniform chart of accounts for all municipalities;

The mission of the Department of Revenue Administration is to fairly and efficiently administer the tax laws of the State of New Hampshire, collecting the proper amount of taxes due, incurring the least cost to the taxpayers, in a manner that merits the highest degree of public confidence in our integrity. Further, we will provide prompt and constructive assistance to the municipal units of government in matters of budget, finance, and the appraisal of real estate.

Project Overview/Justification

The NHDRA, in partnership with the Internal Revenue Service (IRS), began

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accepting certain 2014 New Hampshire Interest & Dividends Tax (I&D) forms (Form DP-10, I&D Tax Return and Form DP-2210/2220) electronically through the IRS's Modernized e-File System (MeF System). The MeF System allows a "one stop shop" for tax filing, where taxpayers can file certain federal and State returns either through their tax preparer Software or by using tax preparation Software in one electronic transmission that is sent to both the IRS and the participating State. Prior to this, all NH tax forms created through a third-party Software Vendor had to be printed on paper and mailed to the NHDRA. The NHDRA is looking to expand its use of the MeF System by adding Business Tax Returns and the ability to accept ACH payments for both Business and I&D tax returns.

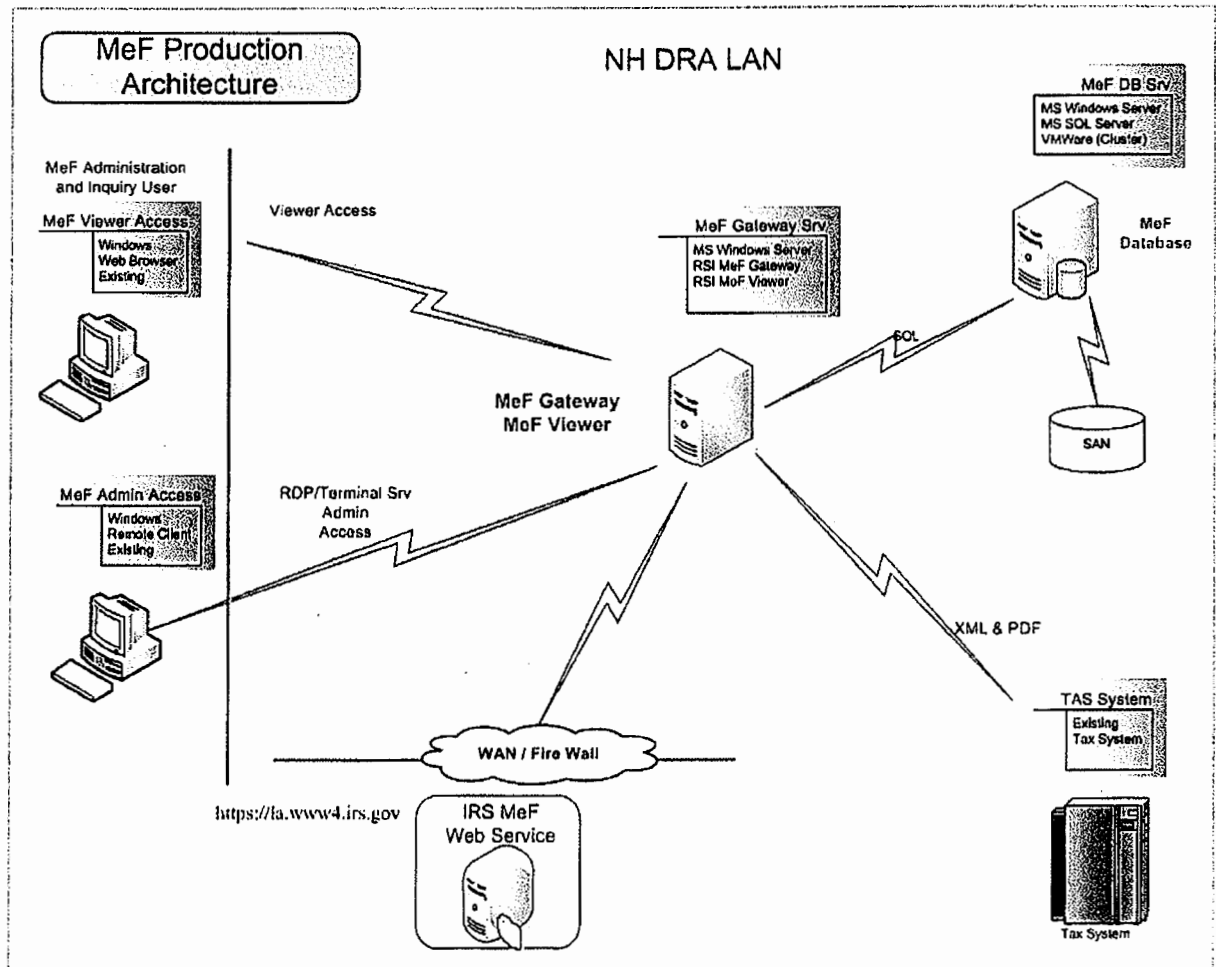
The Internal Revenue Service (IRS) Modernized e-File (MeF) platform provides a web-service to the States that allows receipt of electronic tax payers submissions from Software Developer and Electronic Returns Originators.

The State's MeF Gateway makes web service client requests to the IRS MeF Web Service to retrieve State and Federal tax submissions. All connection requests are out going. The MeF gateway system will provide the following capabilities:

- Makes a request to IRS MeF server to download returns;
- Downloads returns, which includes Federal and State return data along with any attachments;
- Sends a receipt to the IRS MeF server that the return was downloaded;
- Validates that the return conforms to the defined state XML schema and associated state business rules;
- Sends an acknowledgement to IRS MeF server that the return was either accepted or rejected;
- Prepares and transfers the downloaded return data to the State's Tax Administration System (TAS).

The MeF Viewer provides access to view federal and state return data and the associated attachments. The current architecture is below.

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Goals and Objectives for Modernized e-Filing:

- Convenient one stop filing of Federal and State returns for Benefit of NH taxpayers and practioners.
- Elimination of paper based processing.
- More efficient processing of returns
- Accuracy of data collected
- Faster collection of money
- Increases security and compliance and ensures scalability
- Integration of NH system with the IRS.

A-2 Department of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the Statewide Information Technology activities.

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A-2.1 Technical Architecture

Components of the State's technical architecture include:

- **State Network Environment:** The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless, Voice over IP (VOIP) and VPN technologies. Networks have varying levels of integration and connectivity to the Statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- **Internet Access:** All State agencies are connected to the State's intranet which is being redesigned to function as the Statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers.

A-2.2 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current Information Technology (IT) initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan.

This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common Services (security, e-payment, content search), where possible.

A-3 Related Documents Required at Contract time

- a. Certificate of Good Standing/Authority (Appendix G-2-item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
- b. Certificate of Vote (Appendix G-2-Item B)
- c. Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

A-4 State Project Team

State high-level staffing for the Project will include:

A-4.1 Project Sponsor

The Project Sponsor, John T. Beardmore, Commissioner, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in

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promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-4.2 State Project Manager

The State Project Manager, Roger Marchand, Director of Project Management Office, will be responsible for working with DRA staff, DoIT Staff, and the Vendor to ensure appropriate execution of the contract. The State Project Manager will be the primary point of contact for the Vendor and business users and will interact with the Vendor to address questions or concerns encountered by users in the day-to-day operation of the System.

Major duties include:

- Leading the Project;
- Promoting the Project Statewide;
- Developing Project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

A-4.2 State IT Manager

The State IT Manager, Karen Sampson, will act as a liaison between the State Project Manager, the Vendor, and the DoIT staff.

Major duties include:

- Supporting the Project as a technical resource;
- Coordinating interaction between the Vendor, DRA, and DoIT resources.
- Coordinates and assigns development tasks to appropriate resource.
- Functioning as a primary point of contact for the Vendor on technical matters that do not require the direct involvement of the State Project Manager.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*.
- The Vendor has sent the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*
- The original Proposal includes a signed Transmittal Letter accepting all Terms and conditions of the RFP without exception
- The proposed escrow agreement is included with the Vendor's Proposal for Review by the State.

B-2 Compliance with System Requirements

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor's Solution must be able to satisfy **90% of mandatory requirements** listed.

B-3 Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor proposed Software

Components that constitute the Vendor's proposed Software suite must be fully implemented and Operational in at least three (3) government entities comparable in size and complexity to the State of New Hampshire in the last five (5) years.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

The Project will provide a web Services gateway that supports the IRS Modernized e-File (MeF) initiative and allow for electronic receipt of Interest and Dividends and Business Tax Return submissions with and without payments.

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist (RFP 2015-080 Attachment 1.)

C-3 DELIVERABLES

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

Table C-3 Deliverables Vendor Response Checklist

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Conduct Project Kickoff Meeting	Non-Software		
Status Meetings	Non-Software		
Work Plan	Written		
Goals and Objectives Document	Written		
Conduct Research and Requirements Validation	Non-Software		
Requirements Analysis Report	Written		
Requirements Traceability Matrix	Written		
Risk and Issue Management Plan	Non-Software		
Test Management and Detailed Test Plan	Written		
Functional Design	Written		

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Document			
Technical Design Document	Written		
Training Plan	Written		
Set up environment	Non-Software		
Deliver Software Licenses	Written		
Install and configure Software	Non-Software		
Migration/Conversion of existing MeF data	Non-Software		
Conduct installation testing	Non-Software		
Conduct Train-the-Trainer Training and provide associated Documentation	Non-Software		
Tools for Backup and Recovery	Non-Software		
Provide Certification of System Testing	Written		
Conduct User Acceptance Test	Non-Software		
Conduct ATS Testing	Non-Software		
Conduct Application Security Scan and provide results	Written		
Provide final remediated results of code review	Written		
Go-live Cutover to New Software	Non-Software		
90 Day Warranty	Non-Software		
State Acceptance Complete	Written		
Provide ongoing technical support and maintenance	Non-Software		

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

Topic	Page Limit
D-1 Proposed Software Solution	
Topic 0 – Description of Solution	10
Topic 1- User friendliness and usability	10
D-2 Technical Architecture	
Topic 2 – Software Architecture	5
Topic 3- Software Releases	5
Topic 4 - Ad Hoc / Federal Reporting	5
Topic 5 - IT Standards	2
Topic 6 - Interface Standards	2
D-3 Technical, Services and Project Management Experience	
D-3.1 Security and Protection of Data	
Topic 7 - System Security	10
Topic 8 - Backup and Recovery	2
Topic 9 - Assurance of Business Continuity	3
Topic 10 - Archiving	2
D-3.2 Compatibility with State Personnel and Training	
Topic 11 - Preparation of State Staff	3
Topic 12 - User Training Approach	6
Topic 13 - Technical Knowledge Transfer	5
D-3.3 Project Execution	
Topic 14 - Implementation Approach	10
Topic 15 - Testing	6
Topic 16- Migration Strategy	3
Topic 17- Environment Setup	2
D-3.4 Project Management Competence	
Topic 18 - System Acceptance Criteria	6
Topic 19 - Status Meetings and Reports	3
Topic 20 - Risk and Issue Management	3
Topic 21 - Scope Control	2

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Topic 22 - Quality Assurance Approach	6
Topic 23- Work Plan	No Limit

D-1 PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider in evaluating responses for the Modernized e-Filing Solution.

Topic 0 – Description of Solution

Response Page Limit: 10

The State will evaluate whether the proposed Solution includes the required features.

Provide a description of your proposed Software Solution, including features and functionality.

- Is your product used by other States? If so, provide a description of the System and environment.
- In what ways does your proposed Solution adhere to the business and technical requirements as well as meet the IRS MeF guidelines?
- In what ways does your proposed Solution provide for built in standard reports and easy to use ad hoc reports?

Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

Topic 1 – User Friendliness and Usability

The State values Software that is compatible with its intended user's ability to use it easily and successfully.

- To what extent is the Software intuitive based on the likelihood that the user has experienced other applications with similar graphic user interfaces.
- How efficient is the Software in Terms of the number of operations required to perform basic tasks.
- How does the Vendor's training proposed training process support the application
- How many hours is required to make a new user fully functional

D-2 Technical Architecture

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Modernized e-Filing Solution. A maximum length of response for each topic is defined.

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In order to utilize the current environment, the state would prefer a Windows 2008 server environment.

Topic 2 – Software Architecture

Response Page Limit: 5

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

- Is the proposed Software based upon an n-tiered, browser-based architecture?
- Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed and the access authorization level required to install it.
- Is the Operating System and the database platform a supported configuration of the proposed System?
- Are there any components of the System that must reside on another platform?
- What application servers are used to support the proposed Solution?
- What add-on or third-party Software is required to support the functionality desired by the State?
- If any add-on or third party software is required, is procurement and licensing included in the proposed pricing?
- What programming languages are used for development, configuration, and customization of the proposed Solution?
- What components of the Software, such as middleware, are proprietary?
- What is the growth potential of the proposed System?
- What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)
- What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)
- When was the core Software written?

Topic 3 – Software Releases

Response Page Limit: 5

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The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

- What types (maintenance, enhancement, other) of releases are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
- What is the version of the current release?
- How is the content of future releases determined?
- How is the content of a release communicated to the client?
- Do government clients have input through a users' group or some other mechanism?
- Are Enhancements made for specific clients included in future releases?
- What specific Enhancements are planned for release within the next 24 months?
- What resources, planning, and technical skills are required to install a release of each type?
- Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
- Do configuration settings carry forward from one release to the next or must they be reinstalled?
- Do patches carry forward from one release to the next, or must they be reinstalled?
- How long is a release supported?
- How quickly do you respond to TIGERS schema changes as well as IRS WSDL updates?

Topic 4 – Ad Hoc/Federal Reporting

Response Page Limit: 5

The State will evaluate reporting capabilities for robustness, ease of use and impact on transaction processing. It will also evaluate the degree to which standard federal reports are incorporated into the Software.

In this Software Solution, the State seeks capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be provided in the proposed Solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication, and ease of use, including training required.

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Topic 5 – IT Standards

Response Page Limit: 2

The State will evaluate the degree to which IT standards used in the Vendor provided product are compliant with other State Systems, or utilize existing State standards.

Describe standards incorporated into the proposed Software for:

- ACH Payments

The proposed Solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012).

- Is the proposed application considered Open Source Software?
- Does it comply with Open Standards, including but not limited to Open Data Formats?
- Describe the degree to which the proposed Solution meets the requirements of RSA 21-R:10, 21-R:11, 21-R:13.

Identify whether standards employed are national in origin or are unique to the proposed Software.

Topic 6 – Interface Standards

Response Page Limit: 2

The State will evaluate the ease of interfacing custom Software from State agencies and business partners with the proposed Vendor Solution product.

The State anticipates that some agencies and business partners will need to interface custom Software to the State's new System. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

- What types of interfaces are possible with the proposed System (e.g., online, batch, etc.)?
- What Data is available to other Systems? What Data may be imported/updated from other Systems?
- What tools are provided with the System for the development of interfaces?
- What programming languages and/or query languages are required for development of interfaces?
- What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?
- Are there any constraints upon the timing of batch interfaces?

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- Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- What standard interface formats are used with the proposed Software? What degree of flexibility is available?

D-3 Technical, Services and Project Management Experience

This section provides a series of technical topics that the State of New Hampshire will consider in selecting Modernized e-File System. A maximum length of response for each topic is defined.

D3.1 Security and Protection of Data

Topic 7 - System Security

Response Page limit: 10

The State will evaluate the degree to which System issues can be avoided.

Software Systems must be reliable, regardless of how they are delivered. The State's workers and citizens expect government Services and information to be reliable and available on an ongoing basis to ensure business continuity. Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- The Identification and Authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- The authorization methods used to ensure that users and client applications can only access Data and Services for which they have been properly authorized.
- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.

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- The Intrusion Detection methods used to ensure the detection, recording and Review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- The testing methods conducted to load and stress test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
- Your Software patch Schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of your Software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software's security vulnerabilities and attack surfaces available to System hackers and attackers.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed Software to ensure Data integrity?
- To what degree does the approach rely on System assurance capabilities of the relational database management System (RDMS)?
- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

What out-of-the-box System assurance reports are provided for online and offline processing?

Topic 8 – Backup and Recovery (Not Applicable)

Topic 9 – Assurance of Business Continuity

Response Page Limit: 3

The State will evaluate the degree to which the plan proposed to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

- The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be

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inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 10 – Archiving

Response Page Limit: 2

The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical Data.

- The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical Data. Describe the scheme (online and off line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of Data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data.

D3.2 Preparation of State Personnel

Topic 11 - Preparation of State Staff on the Project Team

Response Page Limit: 3

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately.

Describe how State staff assigned to the Project Team will be prepared to contribute. Provide an overview of Project Team interactions and dependencies between functions.

Topic 12 – User Training Approach

Response Page Limit: 6

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

- The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.
- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.
- Questions to address include, but are not limited to, the following:

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- What type of training (instructor led vs. computer based) will be used for each purpose and why?
- What methods will be employed to evaluate training activities?
- How will training be coordinated with other user support activities?
- Will manuals be adequate to enable trained users to research answers to their own questions?
- If the perception is that they are not adequate, can those manuals be quickly revised?
- How will the State be prepared to conduct ongoing training after Implementation is completed?
- Are training manuals on-line and maintained as part of a maintenance agreement?

Topic 13 – Technical Knowledge Transfer

Response Page Limit: 5

The State will evaluate whether the technical knowledge transfer in described the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed System at the conclusion of Implementation.

- The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff.
- Identify whether recommended training will be provided on site. Use specific examples from past System implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the Implementation ends.

D3.3 Project Execution

Topic 14 – Implementation Approach

Response Page Limit: 10

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

- The State would like to implement all modules of the selected Software as quickly as feasible at the lowest possible price. The State recognizes, however, that it might have difficulty coping with a "big bang" Implementation strategy. Consequently, the State seeks suggestions on an implementation approach.
- Provide one or more feasible Implementation plans. For each plan provided:

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- a. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
- b. Discuss cost implications of the plan, including implications on maintenance fees; and
- c. Address the level of risk associated with the plan.

To assist the State in evaluation of the Implementation Plan or plans discussed, include:

- a. A listing of modules that constitute the proposed Software;
- b. Identification of modules that should be considered "core;"
- c. Identification of modules that are neither required nor proposed to satisfy State requirements; and
- d. A general description of functionality contained in each module.

Identify the Implementation Plan used as a basis for the cost Proposal.

Topic 15 – Testing

Response Page Limit: 6 – Appendix Required

The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution process. The ability of the State Project Leadership to participate in analysis, classification, and establishment of priorities for suspected Defects will also be evaluated.

State staff will conduct Acceptance Testing, but support from the selected Vendor is required; refer to Appendix G-2: *Testing and Acceptance*. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed Test Plan.
- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- What support will be provided to prepare State staff during Acceptance testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?

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- Based on experience in similar Projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other Projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar Projects, is it sufficient? (Provide information from other Projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification and prioritization of Defects?
- Will System performance be measured and documented using the State's infrastructure and data? If yes, how?

Provide a sample User Acceptance Test Plan from a completed Project as an appendix.

Topic 16 – Migration Strategy

Response Page Limit: 3

The State will evaluate the degree to which the Vendor will ensure that data conversion is effective and burdens State staff to the minimum extent possible.

- Provide recommendations for assessing Data quality and conducting Data cleansing prior to migrating existing MeF returns in to the new System.
- Also, address procedures for populating the initial production Database and Data transfer procedures. Distinguish between State and Vendor roles. Discuss approach for dealing with incomplete records. References to approaches employed successfully in other Projects should be provided where appropriate.

Topic 17 – Environment Setup

Response Page Limit: 2

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

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- Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the COTS Software System, including all necessary training.
- The State believes that additional Software License fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

D3.4 Project Management Competence

Topic 18 – System Acceptance Criteria

Response Page Limit: 6

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State maintenance.

- Propose measurable criteria for State final Acceptance of the System. Discuss how the proposed criteria serve the interest of the State.

Topic 19– Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

The State will evaluate the degree to which Project reporting will serve the needs of State Project Leaders.

- The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:
 - Introductory Meeting: Participants will include Vendor Key Project Staff and State Project Leaders from both the Department of Revenue Administration and the Department of Information Technology (DoIT). This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - Kickoff Meeting: Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - Status Meetings: Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings,

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which will be conducted at least <BIWEEKLY>, will address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.

- **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a WEEKLY basis, in accordance with the Contract.
- **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Vendor 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 a Vendor responsibility.

Vendor shall submit status reports in accordance with the Schedule and Terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor'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. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two (2) week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Report and remedies in case of falling behind Schedule

Describe the process that will be employed. Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.

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As an appendix, provide an example of status reports prepared for another Project. Names of the Project and of any individuals involved may be removed.

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

Topic 20 – Risk and Issue Management

Response Page Limit: 3

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.

- Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

Topic 21 – Scope Control

Response Page Limit: 2

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another Project.
- Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

Topic 22 – Quality Assurance Approach

Response Page Limit: 6

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

- The State has identified three categories of Deliverables:
 - Written Deliverables, such as a training plan;

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- Software Deliverables, such a configured software module; and
 - Non-Software Deliverables, such as conduct of a training course.
- Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:
 - Provision for State input to the general content of a Written Deliverable prior to production;
 - The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
 - Testing of Software Deliverables prior to submission for Acceptance testing.

Topic 23 - Work Plan

Response Page Limit: None –

The State will evaluate whether the Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project management "best practices" and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan.

- The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - All assumptions upon which the Work Plan is based;

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- Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - Assignments of members of the Vendor's team identified by role to specific tasks; and
 - Critical success factors for the Project.
-
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan, at a minimum WEEKLY and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting Modernized e-Filing Software and accompanying Implementation and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each Vendor proposed to participate in the Project,
- (2) proposed team organization and designation of key staff,
- (3) individual qualifications of candidates for the role of Project Manager, and
- (4) individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

E-1.1.2 Financial Strength

Provide at least one of the following:

The current Dunn & Bradstreet report on the firm; or

1. The firm's two most recent audited financial Statements;
2. and the firm's most recent un-audited, quarterly financial Statement; or
3. The firm's most recent income tax return.

E-1.1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

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E-1.1.4 Prior Project Descriptions (limited to 3 pages each).

Provide descriptions of at a minimum three (3) similar Projects completed in the last five (5) years. Each Project description should include:

1. An overview of the Project covering type of client, objective, Project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual Project cost, proposed Project Schedule and actual Project Schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and Project roles of individuals on the proposed team for the New Hampshire Project that participated in the Project described

E-1.1.5 Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
2. A high-level description of the Subcontractor's organization and staff size.
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar Services (if requested by the State).

E-2 Team Organization and Designation of key Vendor staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- Data Confidentiality and Security, specifically PUB1075- Tax Information Security Guideline for Federal, State, and local government
- IRS Modernized e-Filing Standards

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- Tax Implementation Group for E-Commerce Requirements Standardization (TIGERS)

A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Section A 4.2. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

State Role	Initiation	Configuration	Implementation	Close Out	Total
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
State Total					

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's Project experience, including Project type, Project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate's performance on past Projects.

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E-4 Candidates for key Vendor staff Roles

Provide a resume not to exceed two (2) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's Project experience, including Project type, Project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past Projects.

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APPENDIX F: PRICING WORKSHEETS

A Vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

F-1 Implementation Deliverables Pricing Worksheet – Deliverables List

The Vendor must include, within the Firm Fixed Price Proposal for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table F-1: Implementation Deliverables Pricing Worksheet

Implementation Deliverables	Proposed Date	Pricing/Payment
Conduct Project Kickoff Meeting		
Status Meetings		
Work Plan		
Goals and Objectives Document		
Conduct Research and Requirements Validation		
Requirements Analysis Report		
Requirements Traceability Matrix		
Risk and Issue Management Plan		
Test Management and Detailed Test Plan		
Functional Design Document		
Technical Design Document		
Training Plan		
Set up environment		

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Deliver Software Licenses		
Install and configure Software		
Conduct installation testing		
Migration/Conversion of Existing MeF data		
Conduct Train-the-Trainer Training and provide associated Documentation		
~~Tools for Backup and Recovery~~		
Provide testing Certification		
Conduct User Acceptance Test		
Conduct ATS Testing		
Provide Certification of Application Security Scan and provide results		
Provide final results of code review		
Go-live Cutover to New Software		
90 Day Warranty		
State Acceptance Complete		
	TOTAL	

F-2 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

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Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Manager						
Technical Architect						
Developer						
Tester						
TOTALS						

F-3 Future Vendor Rates Worksheet

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

Table F-3: Future Vendor Rates Worksheet

Position Title	SFY 201X	SFY 201X	SFY 201X	SFY 201X
Project Manager				
Technical Architect				
Developer				
Tester				

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F-4 Software Licensing, Maintenance, and Support Pricing Worksheet

Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet

Software Name	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5
TOTALS						

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APPENDIX G-1 SECURITY

Application Security

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.

This shall include but is not limited to

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle
- Perform a Code Review prior to release of the application to the State to move it into production. The code Review may be done in a manner mutually agreeable to the Vendor and the State to ensure compliance with IRS Publication 1075. Copies of the final, remediated results shall be provided to the State for Review and audit purposes
- Follow change control process and procedures relative to release of code
- Develop applications following guidelines as set forth by the IRS in the following publication;
http://www.irs.gov/pub/irs-utl/MEF_State_and_Trading_Partners_ICD_2012.pdf

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APPENDIX G-2 TESTING AND ACCEPTANCE REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of Unit Testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security Review and testing, and support of the State during user Acceptance Testing (UAT).

G-1.1 Test Planning and Preparation

The overall Test Plan will guide all testing. The Vendor 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.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in Terms of effort and duration.

Vendors must disclose in their Proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

State testing will commence upon the Vendor Project Manager's certification, 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 will commence its testing within five (5) business days of receiving Certification from the Vendor 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 the Vendor's development environment. The Vendor 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.

G-1.2 Testing

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.

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Unit Testing	Application components are tested 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. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
System Integration Testing	a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment. b.) Emphasizes end-to-end business processes, and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents. c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.
Conversion /Migration Validation Testing	The Conversion/Migration Validation Testing 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, the testing verifies that the resulting converted legacy data performs correctly.
Installation Testing	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)	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. a.) 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

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	executed by State staff. b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities c.) 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. d.) 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 as described in Section H-25.10.1; Warranty Period.
Performance Tuning and Stress Testing	Vendor shall develop and document hardware and Software configuration and tuning of System 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 Performance Tuning and Stress Testing Scope: The scope of performance testing shall 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. The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or System performance increases as changes are made. Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to

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	provide the best results. Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results. Test types: Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated. Load Tests: Load testing will determine if the behavior of a System can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded. Tuning: Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment. For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to

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identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the Systems are running at or near optimum performance.

Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by the Vendor for this effort. Consideration must be give to licensing with respect to continued use for regression testing. If the Vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

Scheduling Performance and Stress Testing

Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the System performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The Systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when System and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.

Post test reporting and result assessment will be Scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select

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	another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact. If defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue. When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input. During stress/load testing the tester will attempt to stress or load an aspect of the System to the point of failure. The goal being to determine weak points in the System architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans. During Performance testing the tester will design test case scenarios to determine if the System meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the System under a known set of conditions.
Regression Testing	As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements. a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan. b.) The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State. c.) When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed

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	by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: 1. validate that the change/update has been properly incorporated into the program; and 2. validate that there has been no unintended change to the other portions of the program. d.) The Vendor will be expected to: 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and 3. Manage the entire cyclic process. e.) The Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting. In designing and conducting such regression testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations. In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.						
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets. <table border="1"> <thead> <tr> <th>Service Component</th><th>Defines the set of capabilities that:</th></tr> </thead> <tbody> <tr> <td>Identification and Authentication</td><td>Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users</td></tr> <tr> <td>Access Control</td><td>Supports the management of permissions</td></tr> </tbody> </table>	Service Component	Defines the set of capabilities that:	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users	Access Control	Supports the management of permissions
Service Component	Defines the set of capabilities that:						
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users						
Access Control	Supports the management of permissions						

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			for logging onto a computer or network
	Encryption		Supports the encoding of data for security purposes
	Intrusion Detection		Supports the detection of illegal entrance into a computer System
	Verification		Supports the confirmation of authority to enter a computer System, application or network
	Digital Signature		Guarantees the unaltered State of a file
	User Management		Supports the administration of computer, application and network accounts within an organization.
	Role/Privilege Management		Supports the granting of abilities to users or groups of users of a computer, application or network
	Audit Trail Capture and Analysis		Supports the identification and monitoring of activities within an application or System
	Input Validation		Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their Proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.

Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology (DoIT) for Review and acceptance. All Software and hardware shall be free of malicious code (malware).

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APPENDIX G-3: CERTIFICATES

A. Certificate of Good Standing

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 201X, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

Note: Sovereign States or their agencies may be required to submit suitable substitute Documentation concerning their existence and authority to enter into a Contract

B. Certificate of Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

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CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

- (1) a **majority voted** at a meeting, or
- (2) the body provided **unanimous consent in writing**, or
- (3) the organization's **policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

Certificate must show that the person signing the contract **had authority when they signed the Agreement or Amendment**, either:

- (1) Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
- (2) Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
- (3) Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate States that the person is the **sole director** (for corps) or **sole member** (for LLCs).

APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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]			
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	
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: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF VENDOR /SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor 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 Vendor 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 Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities, which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the Term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the

Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor 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.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement, the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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 Vendor 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 Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 Vendor. 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 Vendor 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 Vendor 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. Vendor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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 Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor 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. Vendor 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 Vendor, or any Subcontractor or employee of Vendor, 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 Vendor.

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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GENERAL CONTRACT REQUIREMENTS

H-25.1 State of NH Terms and Conditions and Contract Requirements

The Contract Terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

H-25.2 Vendor Responsibilities

The Vendor shall be solely responsible for meeting all requirements, and Terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the Terms and conditions in Appendix H: State of New Hampshire Terms and Conditions. The Vendor must submit with its Proposal all information and Documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include Terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

H-25.3 Project Budget/Price Limitation

The State has funds budgeted for this Project, subject to Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment.

H-25.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing Statewide Software and hardware Contracts to acquire supporting Software and hardware.

H-25.5 Vendor Staff

In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: System Requirements and Deliverables and Appendix E: Standards for Describing Vendor Qualifications.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, Review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within

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two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's Key Project Staff found unacceptable to the State.

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

H-25.6 Work Plan

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

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

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or 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 affect the Project.

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In the event the Vendor requires additional time 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 Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

H-25.7 Change Orders

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

A Vendor 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 a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology (DoIT) must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from a Vendor to the State, and the State acceptance of a Vendor'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.

H-25.7 Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section H-25.9: Testing and Acceptance herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

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.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

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H-25.7.1 Written Deliverables Review

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

H-25.7.2 Software Deliverables Review

Described in Section H-25.9: Testing and Acceptance.

H-25.7.3 Non-Software Deliverables Review

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

H-25.8 Licenses

The State has defined the Software License grant rights, Terms and conditions, and has documented the evaluation criteria.

H-25.8.1 Software License Grant

The Software License shall grant 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 Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the Terms and conditions set forth herein.

H-25.8.2 Software and Documentation Copies

The Vendor 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.

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H-25.8.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Vendor'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.

H-25.8.4 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

H-25.8.5 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The Terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-25.9 Testing and Acceptance

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-2 for Testing and Acceptance Requirements

H-25.9.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8 and H-25.14, and the State Shall have

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the right, at its option, to pursue the remedies in Section Appendix H-25.14.1 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

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

H-25.9.2 System Acceptance

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

H-25.10 Warranty

H-25.10.1 Warranty Period

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

H-25.10.2 Warranties

H-25.10.2.1 System

The Vendor shall warrant that the System must operate to conform to the Specifications, Terms, and requirements of the Contract.

H-25.10.2.2 Software

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

H-25.10.2.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") 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.

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H-25.10.2.4 Viruses; Destructive Programming

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

H-25.10.2.5 Compatibility

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

H-25.10.2.6 Professional Services

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

H-25.10.3 Warranty Services

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

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, Terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, Terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- 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 Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information;

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- 6) Resolved by;
- 7) Identifying number i.e. work order number;
- 8) Issue identified by;
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - 1) mean time between reported Deficiencies with the Software;
 - 2) diagnosis of the root cause of the problem; and
 - 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

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

H-25.11 Ongoing Software Maintenance and Support Levels

The Vendor shall maintain and support the System in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the contract Term.

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

H-25.11.1 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.

H-25.11.2 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.

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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 maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

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 Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.

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H-25.12 Administrative Specifications

H-25.12.1 Travel Expenses

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

The Vendor 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.

H-25.11.2 Shipping and Delivery Fee Exemption

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

H-25.12.3 Project Workspace and Office Equipment

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

H-25.12.4 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.

H-25.12.5 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 will provide the Vendor with access to all program files, libraries, personal computer-based Systems, Software packages, network Systems, security Systems, and hardware as required to complete the contracted Services.

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

H-25.12.6 State-Owned Documents and Data

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

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H-25.12.7 Intellectual Property

the Vendor shall own and hold all, title, and rights to any proprietary Software implemented for the State. The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing Operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

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

H-25.12.8 IT Required Work Procedures

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

H-25.12.9 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"), Vendor 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 Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Vendor 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

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engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.

- e. That if the Vendor 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.

H-25.12.10 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." Vendors understand and agree that use of email shall follow State standard policy (available upon request).

H-25.12.11 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).

H-25.12.12 Regulatory/Governmental Approvals

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.12.13 Force Majeure

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

H-25.12.14 Confidential Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including 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

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Exemptions). The Vendor 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 is directly connected to and necessary for the Vendor's performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor 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's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and Review of

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the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

This Contract Agreement, Appendix H Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.13 Pricing

H-25.13.1 Deliverable Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

H-25.13.2 Software Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum Software support and Services through Software licensing, maintenance, Enhancements, and support as detailed in Section H-25.11: Ongoing Software Maintenance and Support Levels.

For Software licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: Pricing Worksheets, under Appendix F-5: Software Licensing, Maintenance, and Support Pricing, as Table F-5: Software Licensing, Maintenance, and Support Pricing Worksheet.

H-25.13.3 Invoicing

The Vendor 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 written approval, which shall not be unreasonably withheld. The Vendor 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.

H-25.13.4 Overpayments to the Vendor

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

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H-25.13.5 Credits

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

H-25.13.6 Records Retention and Access Requirements

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

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor 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 appeals 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 will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and Review requirements of this section in any of its subcontracts.

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

H-25.13.7 Accounting Requirements

The Vendor shall maintain an accounting System in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting System and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

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H-25.14 Termination

This section H-25.14 shall survive termination or Contract conclusion.

H-25.14.1 Termination for Default

Any one or more of the following acts or omissions of the Vendor 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. to perform any other covenant, Term or condition of the Contract

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

- a) Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b) Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.
- c) Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d) Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e) Procure Services that are the subject of the Contract from another source and the Vendor 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.

In the Event of Default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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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.

H-25.14.2 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheets.

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

H-25.14.3 Termination for Conflict of Interest

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

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

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

H-25.14.4 Termination Procedure

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

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

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

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- 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 Vendor and in which 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 State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

H-25.15 Limitation of Liability

H-25.15.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – 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.

H-25.15.2 The Vendor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, which shall be unlimited.

H-25.15.3 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

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hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

H.25.15.4 Survival

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract conclusion.

H-25.16 Change of Ownership

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

H-25.17 Assignment, Delegation and Subcontracts

The Vendor 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 will 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.

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

H-25.18 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 by this Agreement.

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H-25.19 Venue and Jurisdiction

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

H-25.20 Project Holdback

The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period as defined in Appendix H Section 25-10.1: Warranty Period.

H-25.21 Escrow of Code

Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for Review by the State. The escrow agreement requires the Vendor to put the Vendor 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. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor 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 the Vendor's assets; or
- the Vendor 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, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. Vendor defaults under the Contract; or
- g. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
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, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
COTS	Commercial Off-The-Shelf Software
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or processes 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,

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	including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
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 Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
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),

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	provided by the 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
Event of Default	Any one or more of the following acts or omissions of a Vendor 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
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
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 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,

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	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.
Intrusion Detection	Supports the detection of illegal entrance into a computer System
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	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.
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 Managers	The persons identified who shall function as the State's

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	and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for Review of a Deliverable. If none is specified then the Review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific Terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
SaaS	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the 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 the 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

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	Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	Reference to the Term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
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 1 st through June 30 th 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, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	The duration of the Contract.
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

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	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/Vendor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer System, application or network
Warranty Period	A period of coverage during which the contracted 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.
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. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

Exhibit N – Vendor Proposal, by Reference – PART 2



Revenue Solutions, Inc.

The Experience to Deliver Government Innovation

State of New Hampshire Department of Revenue Administration (DRA)

Modernized e-Filing - RFP 2015-080

May 11, 2015



Revenue Solutions, Inc.

Corporate Headquarters
42 Vanner Street
Pembroke, MA 02359
Phone: 781.626.1546

Solution Center
2000 Opportunity Dr.
Roseville, CA 95678
Phone: 916.780.8741



REVENUE SOLUTIONS, INC.

The Experience to Deliver Government Innovation

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION (DRA)**

RESPONSE TO:

DRA RFP 2015-080

MODERNIZED E-FILING (MEF)

RSI Contact:

Richard R. Paoletti
Business Development Manager
Revenue Solutions, Inc.
Off: (888) 826-1324 ext. 270
Cell: (508) 740-9950
Fax: (781) 826-1324
RPaoletti@RSImail.com

Submitted by:
Revenue Solutions, Inc.
42 Winter St.
Pembroke, MA 02359

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Modernized e-Filing System
RFP 2015-080

State of New Hampshire Proposal Transmittal Form Letter

Company Name Revenue Solutions, Inc. (RSI)

Address 42 Winter St., Pembroke, MA 02359

To: NH DRA State Point of Contact: Roger Marchand
Telephone (603) 230-5074
Email: Roger.Marchand@dra.nh.gov

RE: Proposal Invitation Name: NHDRA Modernized e-Filing System
Proposal Number: 2015-080
Proposal Due Date and Time: May 11, 2015 at 2:30 PM EDT

Dear Sir:

Company Name: Revenue Solutions, Inc. (RSI) hereby offers to sell to the State of New Hampshire the Services indicated in RFP NHDRA Modernized e-Filing at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: Christopher L. Barlow, CFO is authorized to legally obligate
Company Name: Revenue Solutions, Inc. (RSI).

We attest to the fact that:

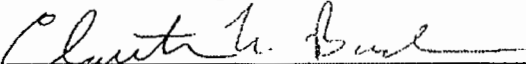
The company has reviewed and agreed to be bound by all RFP Terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new Terms and conditions have been added and no existing Terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2015-080 and any subsequent signed Addendum (a).

Our official point of contact is Richard R. Paoletti
Title Business Development Manager
Telephone Ofc: (888) 826-1324 ext. 270 Email RPaoletti@RSImail.com
Authorized Signature Printed Christopher L. Barlow, Chief Financial Officer (CFO)

Authorized Signature 

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I. EXECUTIVE SUMMARY

4.18.4 Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: Minimum Standards for Proposal Consideration, to this Request for Proposals.

RSI's proven Commercial-off-the-Shelf (COTS) Modernized e-File (MeF) software, combined with our direct experience of the NHDRA's MeF requirements, stemming from our implementation of the proposed RSI MeF solution for New Hampshire Interest & Dividends tax type, and bolstered by our extensive tax and revenue industry experience, provides the NHDRA with the best MeF solution. RSI's proposed solution represents the preservation of the investment already made by NHDRA in MeF, and offers the assurance that the proposed solution will work with the solution that is already installed.

RSI Response:

Submission Requirements - RSI's proposal was submitted sufficiently in advance of the due date to ensure that the date and time stamped is before the deadline as defined in Section 2: Schedule of Events.

RSI has provided the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: Proposal Submission, Deadline and Location Instructions. RSI's original proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception. The proposed escrow agreement is included with the RSI Proposal for Review by the State.

Compliance With System Requirements - RSI's solution and approach satisfies more than 90% of the system requirements listed in RFP Appendix C, Section C-2 Requirements (Attachment 1) and deliverables listed in RFP Appendix C, Section C-3 Deliverables.

Current Use of Vendor Proposed Software - Current Implemented Sites of Vendor proposed Software - Components that constitute RSI's proposed software suite are fully implemented and operational in at least three government entities comparable in size and complexity to the state of New Hampshire in the last five years. RSI has performed eight MeF COTS solution implementations:

1. State of New Hampshire Department of Revenue Administration (NHDRA)
2. District of Columbia Office of Tax and Revenue (DC OTR)
3. North Carolina Department of Revenue (NC DOR)
4. Commonwealth of Pennsylvania Department of Revenue (PA DOR)
5. Rhode Island Division of Taxation (RI DOT)
6. State of Maine Revenue Services (MRS)
7. State of Connecticut Department of Revenue Services (CT DRS)
8. State of Missouri Department of Revenue (MO DOR)

Project descriptions (with the exception of the NHDRA project) are provided in Section V. Corporate Qualifications.

The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

RSI Response:

Overview of RSI's Proposed Solution and Services

The New Hampshire Department of Revenue Administration (the NHDRA) currently operates RSI's MeF solution for Interest & Dividends taxes. As such, the NHDRA has firsthand knowledge of, and experience with, the solution and services being proposed now by RSI for the RFP's in-scope tax types. RSI proposes to use the same system that is currently installed and in production at the NHDRA and to provide the services to enable the system to process the in-scope tax types. When completed, the NHDRA will have one MeF system, thereby preserving the current MeF asset and being confident that the addition of the new taxes will not jeopardize current operations and will confidently expand the operations to encompass the new taxes.

RSI's MeF solution is a modular, high-performance solution that is built on an open, scalable, .NET platform (see Appendix C - Modernized e-File Brochure). RSI delivers a MeF solution that is designed and built specifically for MeF; it is not an add-on to an existing product. It is tailor-made for the needs of MeF now, and most importantly, in the future. The RSI MeF solution addresses all of the requirements outlined in the RFP, and takes into account all currently published standards from the IRS.

The RSI MeF solution provides the following capabilities:

- Makes a request to IRS MeF server to download a return
- Downloads returns, which includes federal and state return data along with any attachments
- Sends a receipt to the IRS MeF server that the return was downloaded
- Validates that the return conforms to the defined NHDRA XML schema and associated business rules
- Sends an acknowledgement to the IRS MeF server that the return was either accepted or rejected
- Prepares the downloaded return for backend processing
- Provides access to view federal and state return data and the associated attachments

Services that will be provided during the project include, but are not limited to Definition of business rules for the in-scope tax forms, Development of XML schemas, Implementation of the forms in the MeF system, Testing; Training, and Deployment support.

These services will be comparable to those provided for the Interest & Dividends MeF project with the exception of some services associated with software installation and hardware installation/support, since there is no need to re-do these activities. To the extent feasible, adjustments will be made to training, knowledge transfer, and testing activities to take advantage of what has already been provided in the prior Interest & Dividends project.

Since RSI is dedicated to the business of Revenue agencies, we are keenly aware of the Internal Revenue Service (IRS) MeF program. In support of this program to Revenue agencies, we have developed a dedicated MeF line of business within our Revenue Management practice. As such, RSI clearly understands the objectives of the IRS and the requirements of revenue agencies that participate in MeF.

Why Choose RSI - Proposal Differentiators

There are several factors that differentiate RSI's solution and important reasons why the NHDRA should choose RSI for this project. Among the reasons are those discussed below.

RSI's Solution is Proven at the NHDRA

The solution being proposed by RSI, as mentioned above, is the same solution the NHDRA already has in production for Interest & Dividends taxes. As such, RSI's solution has been tested and accepted by the NHDRA, and placed into production. The core system is substantially unchanged to add additional tax types so the NHDRA can be assured that what is currently in place will not be jeopardized by choosing to extend RSI's MeF solution.

RSI's Proposed Solution is a Supported COTS Product

The NHDRA can be assured of continued support for RSI's COTS MeF solution. And since RSI's solution is used by several other state and city tax agencies (as mentioned above), the NHDRA will be able to take advantage of periodic planned software upgrade releases as well as product enhancements, either initiated by RSI to ensure continued compliance with IRS MeF requirements or suggested by other tax agencies for inclusion in the product. The NHDRA can be confident that the solution will be supported well into the future.

RSI Resources Deliver Excellent Service

The NHDRA has firsthand experience working with RSI resources to implement the MeF solution. As important as it is to selecting the right solution, it's equally important to select the right business partner to implement the solution. Following the implementation of the Interest & Dividends MeF solution, in March 2015, the NHDRA awarded a **Certificate of Achievement to three RSI project resources** who worked on the project. The Certificates were awarded "In Support of Implementing the NHDRA Modernized e-File (MeF) Program for the New Hampshire Department of Revenue Administration" The RSI resources were cited for helping the NHDRA deliver the MeF Gateway system on time and on budget. The NHDRA can be assured of the same level of service by selecting RSI as its MeF solution provider for the next set of taxes.

Cost to Add On to the Current MeF System is less Than it Would be to Replace the Current System and to Add the New Taxes

Having already made the investment in RSI's MeF solution for Interest & Dividends taxes, it will be less costly to add additional tax types than it would be to replace the Interest & Dividends solution and add new tax types. This is obvious since services for Interest & Dividends will not be needed and neither will there be a licensing fee for that tax type. No one can satisfy the requirements of the RFP at a lower cost than RSI. If another vendor proposes a lower price, the NHDRA must consider the negative impact of replacing the RSI MeF system, such as:

- The disruption caused by having to re-design, re-develop, and re-implement the system and to re-train business and technical personnel.
- The loss of time for no gain. Replacement over months of work would only get the NHDRA to the point where it is today.
- Uncertainty if the replacement system will function as well as RSI's MeF solution. RSI's solution is proven to satisfy NHDRA requirements.
- Disruption to the EROs who have already become familiar with the RSI solution. It would appear odd to the EROs if they now have to change to another MeF solution.

RSI Understands New Hampshire's Objectives - Based on our previous MeF experience with the NHDRA, RSI is the offeror best qualified to provide a COTS software system and associated services to enable the NHDRA to expand on the current IRS MeF initiative to include business tax returns for Proprietorship, Fiduciary, Partnership, Corporate, and Combined Filers and all associated Schedules.

RSI's COTS solution includes the ability to receive electronic payments for all returns, as well as a web services gateway that can request and receive returns from the IRS and provide acknowledgements back to the IRS. RSI's Solution also supports the secure high-speed and concurrent transmission of business and personal tax electronic filings and payments within the context of the IRS MeF program and is flexible enough to support other, similar initiatives.

RSI's MeF Solution is Secure - A fundamental component of the MeF solution is the ability to safely process federal and state tax return data. RSI's MeF solution leverages the technical infrastructure from our Revenue Premier® solution (see Appendix I – Revenue Premier Brochure), which strictly adheres to IRS security regulations (e.g., Publication 1075). RSI's experience securely processing federal data reduces a significant risk to the implementation of MeF.

RSI's Participation with TIGERS Committee - The TIGERS committee is responsible for developing the technical foundation of the MeF Fed/State program. All participants in the MeF program must have their XML schemas approved by the TIGERS standards committee. RSI is the only vendor that provides support to the TIGERS committee by advising on industry standards and reviewing the XML schemas submitted by the states. Through our years of work on the TIGERS committee, RSI has acquired a longstanding and unique knowledge of the MeF initiative. Also, RSI has acquired significant experience working with IRS security regulations (e.g., Publication 1075) through our installations of the Revenue Premier product suite, inclusive of MeF.

Standards-Based, Deliverable-Driven Methodology and Planning - RSI has strong planning and management practices as well as a proven methodology for management and development of tax and revenue information technology projects. To be successful with any information systems project today, rigid adherence to a standards-based approach is key. RSI's Software Development Life Cycle (SDLC) methods, based on CMMI and PMBOK, have proven successful for 200+ multi-phase, multi-year projects. RSI will "hit the ground running" with a work plan born from practical MeF implementation experience in the NHDRA.

The NHDRA should have no doubt that RSI can deliver on this important MeF project, just as we did for Interest & Dividends MeF. In addition, as a company, we know the tax administration business (RSI has performed work in revenue agencies for 19 years) and we offer proven, modern COTS tax system software.

RSI was founded in 1996 as a consulting and software products company, focused on tax administration agencies. Our company leadership, business focus, mission and vision are squarely centered on thought leadership and improvements in tax administration. RSI has successfully delivered more than 250 projects for tax and revenue agency customers in numerous states (see Figure I-1 below). RSI's products and services have helped these tax and revenue agencies to meet demanding IRS requirements for Federal Taxpayer Information (FTI); improve data accessibility and reporting; increase collections and voluntary compliance; improve customer satisfaction; streamline business processes; improve system stability; and lower the overall total cost of ownership of tax processing solutions. The State can be confident that RSI's deep, directly relevant expertise will translate into reduced risk and a higher quality solution delivered for the Modernized e-Filing project.

Engagement Map by State

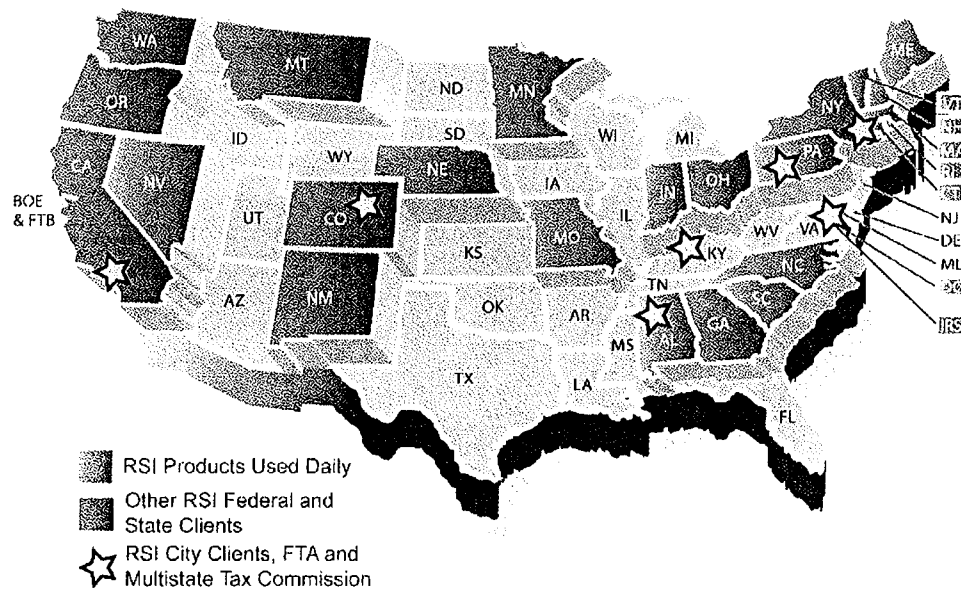


Figure I-1: RSI Engagement Map – Local, State and Federal Government Expertise

RSI has the McF solution, the experience of having implemented the NHDRA's previous McF implementation using RSI's solution, the reputation as an innovative and flexible business partner, the tax knowledgeable resources and the corporate dedication needed to successfully implement the Modernized e-Filing project.

Table I-1: RSI Company Highlights

RSI, by the Numbers...		
	34	34 separate city, state and county tax jurisdictions use RSI software products every day - Over 3,500 current users, expected to grow to more than 4,600 users in current installed base
	51	34 Tax agency customers 25 states and 6 cities - Internal Revenue Service (IRS) - Multistate Tax Commission (MTC) - Federation of Tax Administrators (FTA) 17 county tax customers
	\$2B+	\$2+ billion collected in additional revenues across tax agencies
	300	300 full time tax professional/ IT employees
	250+	Over 250 individual projects for tax clients

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II. GLOSSARY OF TERMS AND ABBREVIATIONS

4.18.5 Section I: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all Terms, acronyms, and abbreviations used in its Proposal.

RSI Response:

Below is a Glossary of Terms and Abbreviations not included in the RFP Terms list.

TERM	DEFINITION
Active Directory	A directory service that Microsoft developed for Windows domain networks and is included in most Windows Server operating systems as a set of processes and services.
Batch	Batch file is a text file containing a series of commands intended to be executed in DOS, OS/2, and Microsoft Windows.
Business Intelligence	Technologies, applications and practices for the collection, integration, analysis, and presentation of business information and also sometimes to the information itself. The purpose of business intelligence is to support better business decision making.
CMMI	Capability Maturity Model Integration
CSF	Critical Success Factor
ERO	Electronic Return Originator An Authorized IRS e-File Provider that originates the electronic submission of returns to the IRS.
ETIN	Electronic Transmitter Identification Number
FTA	Federation of Tax Administrators
ILT	Instructor Led Training
IRS	Internal Revenue Service
ITC	Interface Control Document
ITS	Integrated Tax System
MeF	Modernized e-File system is an Internet-based electronic filing platform. It is a transaction-based system that allows tax return originators to transmit returns electronically to the IRS in real-time. MeF improves the response time required to issue an acknowledgement file to the transmitter that indicates whether the return was accepted or rejected for downstream processing.

MeF Gateway	Server software necessary to communicate between the IRS Modernized e-File Platform and the state's tax system.
MeF Viewer	Server software to support the viewing and searching of State and IRS tax return data in PDF format. This module enables access to data exchanged in the IRS Modernized e-File Platform including returns, schedules, and attachments.
NACHA	National Automated Clearing House Association
PMBOK	Project Management Body of Knowledge
SDLC	Software Development Life Cycle
SOAP	A protocol for exchanging XML-based messages over computer networks, normally using HTTP/HTTPS.
SSL	Secure Socket Layer A computer networking protocol that manages server authentication, client authentication and encrypted communication between servers and clients.
TIGERS	Tax Implementation Group for E-Commerce Requirements Standardization
UNAX	Unauthorized Access of taxpayer records
WSDL	Web Service Definition Language
XML	Extensible Markup Language A markup language that defines a set of rules for encoding documents in a format which is both human-readable and machine-readable.

III. RESPONSES TO REQUIREMENTS AND DELIVERABLES

4.18.6 Section III: Responses to System Requirements and Deliverables

System requirements are provided in Appendix C: System Requirements and Deliverables.

Using the response tables in Appendix C, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

RSI Response:

Please see completed response tables below.

C-1 SCOPE OF WORK

The Project will provide a web Services gateway that supports the IRS Modernized e-File (MeF) initiative and allow for electronic receipt of Interest and Dividends and Business Tax Return submissions with and without payments.

RSI Response:

The RSI MeF solution has already been successfully implemented for NHDRA for the DP-10 and DP-2210/DP2220 for 2014 to support Interest & Dividends submissions. RSI's MeF solution can be easily extended to expand NHDRA's existing MeF capability to include Business Tax Return submissions with or without payments, and Interest and Dividends with payments.

As described in this proposal, the RSI MeF solution currently processes millions of Individual and Business return submissions for multiple U.S. states tax agencies. RSI has the proven MeF experience necessary to help NHDRA achieve its goals as defined in the RFP:

- Convenient one-stop filing of Federal and State returns for Benefit of New Hampshire taxpayers and practitioners
- Elimination of paper-based processing.
- More efficient processing of returns
- Accuracy of data collected
- Faster collection of money
- Increase security and compliance and ensure scalability
- Integration of the New Hampshire system with the IRS

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist (RFP 2015-080 Attachment 1.)

RSI Response:

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Vendor Requirements					
B1.1	Ability to retrieve state submissions from IRS	M	Yes	Standard	RSI MeF core product
B1.2	Ability to transmit state submission receipt to IRS	M	Yes	Standard	RSI MeF core product
B1.3	Ability to transmit state submission acknowledgement to IRS	M	Yes	Standard	RSI MeF core product
B1.4	Ability to log user access of FTI Data with the communications gateway for audit purpose prior to destruction of FTI data	M	Yes	Standard	RSI MeF core product
B1.5	Ability to remove FTI data from the submission. Logging should be done each time this is performed.	M	Yes	Standard	RSI MeF core product
B1.6	Ability to place attached files, along with any necessary information linking it to the submittal, into a TBD location to be processed by NHDRA. This process should be logged with information on submittals that had attachments and placed in the TBD directory.	M	Yes	Standard	RSI MeF core product
B1.7	Ability to do immediate schema validation of the New Hampshire XML upon receipt of the submission. If schema validation fails, a reject acknowledgement should be immediately sent which specifies that it is a schema validation error. This process should be logged with the ability to see which submittals have passed and failed this validation.	M	Yes	Standard	RSI MeF core product

BUSINESS REQUIREMENTS					
		M	Yes	Standard	RSI MeF core product
B1.8	Ability to do Business Rules validation of the New Hampshire XML if it has passed schema validation. This process should be logged with the ability to see which submittals have passed and failed this validation.	M	Yes	Standard	This work has already been performed for the NH MeF DP-10 and DP-2210/DP2220 RSI MeF implementation and the plugin is easily duplicated for additional submission types.
B1.9	Ability to run up to two XSLT Transformations on the validated State XML. The resulting XML(s) will be placed into easily configurable locations(s). This process should be logged. The following parameters will be available to the XSLT transformations: Submission ID Received Time Stamp Electronic Post Mark Current Date	M	Yes	Standard	RSI MeF core product
B1.10	Ability to recover failed retrievals of submittals	M	Yes	Standard	RSI MeF core product
B1.11	Ability for business users to query MeF submitted documents	M	Yes	Standard	RSI MeF core product
B1.12	Ability for business users to view MeF submitted documents.	M	Yes	Standard	RSI MeF core product
B1.13	Ability to setup email alerts for if an error occurs during the running of the system.	M	Yes	Standard	RSI MeF core product
B1.14	System must be able to run as an automated process and allow manual intervention when necessary	M	Yes	Standard	RSI MeF core product
B1.15	System should have the ability to retry failed XSLT processes based on a scheduled process.	M	Yes	Standard	This work has already been performed for the NH MeF DP-10 and DP-2210/DP2220 RSI MeF implementation and the plugin is easily duplicated for additional submission types.
B1.16	Ability to created NACHA format file from the NACHA payment data received within the State XML. This file will be placed in an easily configurable location. The process should be logged.	M	Yes	Standard	RSI's MeF solution includes payment processing based on NACHA standards.

BUSINESS REQUIREMENTS					
B1.17	Ability to retry failed NACHA creation process based on a scheduled process.	M	Yes	Standard	Typical plugin development is to provide the ability to rerun failed processing as a scheduled recovery plugin.
B1.18	Generate, from the payment transactions, an electronic debit file in the standard NACHA format. This file should be generated by a routine that is easily configured such that it can be scheduled to run at a specified time on business days as determined by the Department. This process should only run on business days. Files will not be generated on banking and state holidays. The application should export the resulting debit (NACHA) file to a location specified in a configuration file that is easily managed by assigned Department personnel. This process should be logged.	M	Yes	Standard	This is typical plugin development for payments that process on a daily schedule for work days and/or banking days.
B1.19	The application should export the resulting debit (NACHA) file to a location specified in a configuration file that is easily managed by assigned Department personnel. This process should be logged.	M	Yes	Standard	The NHDRA MeF solution will export data to a configurable location similar to how it is performed in the current DP-10 and DP-2210/DP2220 plugin implementation.
B1.20	Ability for users to view all XML data in a form like view	M	Yes	Standard	RSI MeF core product
B1.21	Migration/Conversion of existing MeF Interest & Dividend data	D	Yes	Standard	Migration is not needed as the current NH MeF implementation will not change and data can stay as is.

BUSINESS REQUIREMENTS				
	DRA to provide all TIGERS approved Schemas and Business Rules for the following forms;	Yes	Standard	<i>This will be standard business rule and image mapping work. We will be able to leverage or reuse common business rules and common documents mappings (e.g., DP160, DP80) across tax categories. DP-10 and DP-2210/DP2220 will only require annual incremental changes for any specific change to the document and will leverage the 2014 year configuration. The RSI MeF Solution has demonstrated its ability to perform these tasks on the NH DP-10 and DP-2210/DP2220.</i>
Proprietorship Returns/Schedules				
B2.1	Must be available in PDF Viewer	Yes	Standard	See Header comment above
B2.2	Business Summary	Yes	Standard	See Header comment above
B2.3	BET Return	Yes	Standard	See Header comment above
B2.4	BET 80	Yes	Standard	See Header comment above
B2.5	NH1040	Yes	Standard	See Header comment above
B2.6	DP2210/2220	Yes	Standard	See Header comment above
B2.7	DP132	Yes	Standard	See Header comment above
B2.8	DP160	Yes	Standard	See Header comment above
B2.9	DP80	Yes	Standard	See Header comment above
Partnership Returns/Schedules				

Responses to Requirements and Deliverables

BUSINESS REQUIREMENTS					
B3.1	Must be available in PDF Viewer	D	Yes	Standard	See Header comment above
B3.2	Business Summary	D	Yes	Standard	See Header comment above
B3.3	BET Return	D	Yes	Standard	See Header comment above
B3.4	BET 80	D	Yes	Standard	See Header comment above
B3.5	NH1065	D	Yes	Standard	See Header comment above
B3.6	DP2210/2220	D	Yes	Standard	See Header comment above
B3.7	DP132	D	Yes	Standard	See Header comment above
B3.8	DP160	D	Yes	Standard	See Header comment above
B3.9	DP80	D	Yes	Standard	See Header comment above
Fiduciary Returns/Schedules					
B4.1	Must be available in PDF Viewer	D	Yes	Standard	See Header comment above
B4.2	Business Summary	D	Yes	Standard	See Header comment above
B4.3	BET Return	D	Yes	Standard	See Header comment above
B4.4	BET 80	D	Yes	Standard	See Header comment above
B4.5	NH1065	D	Yes	Standard	See Header comment above
B4.6	DP2210/2220	D	Yes	Standard	See Header comment above
B4.7	DP132	D	Yes	Standard	See Header comment above
B4.8	DP160	D	Yes	Standard	See Header comment above
B4.9	DP80	D	Yes	Standard	See Header comment above

BUSINESS REQUIREMENTS					
<i>Corporate Returns/Schedules</i>					
B5.1	Must be available in PDF Viewer	D	Yes	Standard	See Header comment above
B5.2	Business Summary	D	Yes	Standard	See Header comment above
B5.3	BET Return	D	Yes	Standard	See Header comment above
B5.4	BET 80	D	Yes	Standard	See Header comment above
B5.5	NH1120	D	Yes	Standard	See Header comment above
B5.6	DP2210/2220	D	Yes	Standard	See Header comment above
B5.7	DPI32	D	Yes	Standard	See Header comment above
B5.8	DPI60	D	Yes	Standard	See Header comment above
B5.9	DP80	D	Yes	Standard	See Header comment above
B5.10	DPI20	D	Yes	Standard	See Header comment above
<i>Combined Returns/Schedules</i>					
B6.1	Must be available in PDF Viewer	D	Yes	Standard	See Header comment above
B6.2	Business Summary	D	Yes	Standard	See Header comment above
B6.3	BET Return	D	Yes	Standard	See Header comment above
B6.4	BET 80	D	Yes	Standard	See Header comment above
B6.5	NH1120	D	Yes	Standard	See Header comment above
B6.6	DP2210/2220	D	Yes	Standard	See Header comment above
B6.7	DPI32	D	Yes	Standard	See Header comment above
B6.8	DPI60	D	Yes	Standard	See Header comment above
B6.9	DP80	D	Yes	Standard	See Header comment above
B6.10	DPI21	D	Yes	Standard	See Header comment above

BUSINESS REQUIREMENTS					
B6.11	DP120	D	Yes	Standard	See Header comment above
B6.12	DP120P	D	Yes	Standard	See Header comment above
Interest and Dividends Returns/Schedules					
B7.1.	Must be available in PDF Viewer	M	Yes	Standard	This capability already exists from the initial implementation of the RSI MeF Solution for the DP-10 and DP-2210/2220.
B7.2	DP10	M	Yes	Standard	This form, business rules, and extracts already exists from the initial implementation of the RSI MeF Solution for the DP-10 and DP-2210/2220. Payments capability can be added.
B7.3	DP2210/2220	M	Yes	Standard	This form, business rules, and extracts already exists from the initial implementation of the RSI MeF Solution for the DP-10 and DP-2210/2220. Payments capability can be added.

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Implement a web services gateway to communicate with the IRS to request and receive returns, payments, and acknowledgements	M	Yes	Standard	The MeF gateway makes client web service requests to the IRS MeF Web Serve per IRS MeF State and Trading Partners Interface Reference Guide V3.1.
A1.2	Data content is in Extensible Markup Language (XML) files which are zipped together in Zip Archive format to create a single binary payload	M	Yes	Standard	RSI MeF gateway implemented per MeF State and Trading Partners Interface Reference Guide V3.1.
A1.3	Data exchanged is in the format of SOAP messages and the transport mechanism is HTTPS	M	Yes	Standard	RSI MeF gateway implemented per MeF State and Trading Partners Interface Reference Guide V3.1.
A1.4	Must meet requirements set forth in the following publication; http://www.irs.gov/pub/irs-utl/MEF_State_and_Trading_Partners_ICD_2012.pdf	M	Yes	Standard	RSI MeF is tracking to the latest ICD http://www.irs.gov/file_source/pub/irs-utl/mef-doc-stp_ref_guide.pdf MeF State and Trading Partners Interface Reference Guide V3.1.
APPLICATION SECURITY					
A1.12	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	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.
A1.13	Verify the identity or authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services..	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.

APPLICATION REQUIREMENTS					
A1.14	Enforce unique user names.	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.
A1.15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.
A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.
A1.17	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Passwords for external systems (such as integration with an FTP service) are encrypted within the database. The RSI installation and implementation process provides guidance on properly securing the gateway server and database access. Configuration of the database and file system protection of application data at rest is the responsibility of NH DoIT.
A1.18	Expire passwords after 90 days	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.



APPLICATION REQUIREMENTS					
A1.19	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.
A1.20	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies.
A1.21	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Per IRS Publication 1075 guidelines.
A1.22	Ensure application has been tested and hardened according to IRS Pub 1075 to prevent critical application security flaws.	M	Yes	Standard	The MeF RSI product is designed and built to IRS Publication 1075 guidelines.
A1.23	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	No credentials or sensitive data is in the RSI MeF product code.
A1.24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	Per IRS Publication 1075 guidelines.
A1.25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (3 months)	M	Yes	Standard	Audit records are written to MeF database.
A1.26	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	No	Future	This enhancement can be added after start of this project.
A1.27	Do not use Software and System Services for anything other than their designed for use	M	Yes	Standard	The RSI MeF solution is designed solely to perform IRS MeF processing; no unrelated features are provided.

APPLICATION REQUIREMENTS					
A1.28	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	The RSI installation and implementation process provides guidance on properly securing the gateway server and database access. Configuration of the database and file system protection of application data at rest is the responsibility of NH DoIT.
A1.29	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	Access of the sensitive data is secure via the MeF Core product. The RSI installation and implementation process provides guidance on properly securing the gateway server and database access. Physical protection and configuration of the database and file system protection of application data at rest is the responsibility of NH DoIT.
A1.30	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	Applications enhancements and fixes are reviewed and tested to assure no loss of security.
A1.31	Create change management documentation and procedures	M	Yes	Standard	We will use or enhance the NHDRA MeF change managements documentation and processes developed for Interest & Dividends.

HARDWARE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
CLIENT SYSTEMS					
E1.1	At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 9, and 128-bit encryption.	M	Yes	Standard	The RSI MeF solution supports Windows 7 and later, and Internet Explorer and later.
E1.2					
E1.3					
E1.4					

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	All interfaces to any components of the RSI MeF and its plugin implementations will be tested for secure configuration and operation.
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	Security testing will be performed at the MeF application boundaries. This will include MeF Viewer, MeF Gateway, and MeF database access roles, configurations, and component interfaces and deployment administration.
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	Tests will review the standard audit records. The test is limited to the MeF application and its interfaces. Does not apply to computer or network.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	Test will review access controls for RSI MeF roles defined at application boundaries.

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.5	Test for encryption; supports the encoding of data for security purposes	M	Yes	Standard	We will test that IRS MeF WebService connections are being accepted per IRS MeF specification. The test is limited to the MeF application. Does not apply to computer or network.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	Will test access controls for RSI MeF roles defined at application boundaries.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	Will test access controls for RSI MeF roles defined at application boundaries.
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M	Yes	Standard	We test and assure digital signing certificate is properly installed and utilized to correctly sign messages.
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	The test is limited to the MeF application. Does not apply to computer or network.
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	The test is limited to the MeF application. Does not apply to computer or network.

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	Will review audit logs records.
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	The intranet web application will be tested for these types of attacks via the OWASP ZAP attack proxy.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	RSI will provide all security testing results to DoIT for review before the system is moved in to production.
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in RFP Section G-1.2.	M	Yes	Standard	The RSI solution test approach is in line with the described testing methodology.
T2.2	The Vendor must perform application stress testing and tuning as more fully described in RFP Section G-1.2.	M	Yes	Standard	The RSI solution stress and performance testing approach is in line with the described testing methodology. For GUI stress/performance testing, we use the open source JMeter test tool (http://jmeter.apache.org/).

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	The standard RSI MeF Product support will be provided for the duration of the contract and any extensions thereof.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	The standard RSI MeF product support is for the RSI MeF product software. This standard support does not include hardware or fixes for State-specific plugin code.
S1.3	Repair or replace the Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	The standard RSI MeF product support is for the RSI MeF product software. This standard support does not include hardware or fixes for State-specific plugin code.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes	Standard	Standard phone support by RSI technical staff is 7:00 am -5:00 pm PST Monday-Friday. Email access is provided 24x7.

SUPPORT & MAINTENANCE REQUIREMENTS

S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in the Terms and Definitions section of the RFP.	M	Yes	Standard	RSI's response times will conform to the stated response time for the agreed-upon deficiency classes.
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Standard support approach.
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	The standard RSI MeF product support provides all latest updates to clients at no additional costs beyond the annual support fee.
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	All MeF product defects that are fixed are listed in the Release Notes of the product release where addressed. State-specific project fixes performed during the project warranty period will be maintained in RSI's internal tracking system (Track+).
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e., work order number, 8) Issue identified by;	M	Yes	Standard	All MeF product defects that are fixed are listed in the Release Notes of the product release where addressed. State-specific project fixes performed during the project warranty period will be maintained in RSI's internal tracking system (Track+).

SUPPORT & MAINTENANCE REQUIREMENTS					
		M	Yes	Standard	RSI will work with the State to determine root cause of problems and record times between deficiencies.
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.				
WARRANTY SERVICES					
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes	Standard	Maintenance will be provided based on the agreed-to terms of the contract and in accordance with the standard MeF Maintenance and Support Agreement.
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	Yes	Standard	The standard RSI MeF product support is for the RSI MeF product software. This standard support does not include hardware or fixes for State-specific plugin code.
S2.3	On-site additional Services within four (4) business hours of a request;	M	Yes	Standard	During the Warranty Period, deficiencies will be corrected using both off-site and on-site resources. If a priority Warranty Period deficiency requires on-site presence then reasonable efforts will be made to have someone on-site within four (4) business hours.

SUPPORT & MAINTENANCE REQUIREMENTS				
S2.4	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard All MeF product defects that are fixed are listed in the Release Notes of the product release where addressed. State-specific project fixes performed during the project warranty period will be maintained in RSI's internal tracking system (Track+).
S2.5	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e., work order number; 8) issue identified by	M	Yes	Standard All MeF product defects that are fixed are listed in the Release Notes of the product release where addressed. State-specific project fixes performed during the project warranty period will be maintained in RSI's internal tracking system (Track+).
S2.6	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems;	M	Yes	Standard RSI will work with the State to determine root cause of problems and record times between deficiencies.
S2.7	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes	Standard All deficiencies found during the warranty period will be corrected at no additional cost to the State. Top priority will be given to priority deficiencies, and reasonable efforts will be made to correct within five business days.

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	Standard	A project kickoff meeting will be scheduled for the first week of the project.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Y	Standard	RSI staff will be available from the start of the project.
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 weekly	M	Y	Standard	The Work Plan includes schedule, tasks, deliverables, critical events, task dependencies and payment Schedule. The project plan will be updated as part of the weekly project status meetings.
P1.4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	Standard	The status report will be sent to project sponsors on a weekly basis to ensure that the project timelines are being met.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation.	M	Y	Standard	All in-scope documents will be maintained as project documents.
P1.6	Vendor will complete training to adequately provide the State users with sufficient knowledge of the new System to deploy it to good effect and, if necessary, to take over maintenance and operating responsibility.	M	Y	Standard	User training courses will be provided to NHDRA staff who will work with RSI's MeF COTS software. Training classes will be scheduled near the completion of the project lifecycle.

C-3 DELIVERABLES

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

RSI Response:

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Conduct Project Kickoff Meeting	Non-Software	RSI will conduct a Project Kickoff Meeting as described in Section IV, Topic 19 - Status Meetings and Reports. Please see Proposal Page 83.	RSI will provide this deliverable in the same manner as it was provided during the successful implementation of McF DP-10 and DP-2210/DP2220.
Status Meetings	Non-Software	RSI will conduct the NHDRA required meetings as described in Section IV, Topic 19 - Status Meetings and Reports. Please see Proposal Page 83.	RSI will provide this deliverable in the same manner as it was provided during the implementation of McF DP-10 and DP-2210/DP2220.
Work Plan	Written	A project work plan has been included as part of the response for RFP 2015-080 as Appendix H. The work plan includes the expected project milestones and payment milestones. Updates to the project plan are expected as part of the weekly status meetings. NHDRA can use the included project plan as a measuring stick for project success. Please see Appendix H.	Consistent with the McF DP-10 and DP-2210/DP2220 implementation, the NHDRA and RSI project managers will meet on a weekly basis to review and update the workplan.
Goals and Objectives Document	Written	As explained in Section C-1 Scope of Work, RSI will provide a Goals and Objectives Document that reflects NHDRA's needs for the project. This is described in section C1. Please see Proposal Page 9.	RSI will provide this deliverable in the same manner as it was provided during the implementation of McF DP-10 and DP-2210/DP2220.

Conduct Research and Requirements Validation	Non-Software	Section IV, D3-3, Topic 14 discusses all of the project's activities, including those that are a part of requirements confirmation. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Requirements Analysis Report	Written	Section IV, D3-3, Topic 14 discusses all of the project's activities, including those that are a part of requirements confirmation. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Requirements Traceability Matrix	Written	Section IV, D3-3, Topic 14 discusses all of the project's activities, including those that are a part of requirements confirmation. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Risk and Issue Management Plan	Non-Software	RSI's responds to this deliverable in detail in Topic 20 - Risk and Issue Management. Please see Proposal Page 86.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Test Management and Detailed Test Plan	Written	RSI's response to Topic 15 - Testing discusses RSI's testing methodology and deliverables. Please see Proposal Page 74.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Functional Design Document	Written	RSI will provide a functional design for the NHDRA State-specific work (plugins and export processes) that will be created as part of the project. RSI describes the design documentation deliverables in Appendix G. Please see Proposal Appendix G.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.

Technical Design Document	Written	RSI will provide a technical design document that will show the implementation approach and details of the functionality described in the functional design document. RSI describes the design documentation deliverables in Appendix G. Please see Proposal Appendix G.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Training Plan	Written	As explained in Topic 12, RSI will provide a Knowledge Transfer Plan based on Appendix F – Sample NH MeF Knowledge Transfer Plan, which was used previously to provide MeF training and knowledge transfer to the NHDRA. Please see Proposal Page 64.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Set up environment	Non-Software	RSI will assist in setting up the MeF environment. The level of support is expected to be limited in scope since the current RSI MeF environment will be utilized for the new tax types. This implementation activity is described in the response to Topic 14. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Deliver Software Licenses	Written	As explained in Topic 14, RSI will provide written software licensing for the extension of the MeF COTS product software for the new tax types. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Install and configure Software	Non-Software	The requisite MeF software is already installed. RSI will assist in setting up the MeF environment for this project. This implementation activity is described in the response to Topic 14. Please see Proposal Page 676.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Migration/Conversion of existing MeF data	Non-Software	Given the plan to configure additional tax types using the current RSI MeF solution, there is no need to migrate or convert existing MeF data. The current MeF data can be used as is from the same product NHDRA is currently using. Please see Proposal Page: N/A	N/A

Conduct installation testing	Non-Software	RSI will confirm that the installed software is properly installed and operating correctly during testing processes to ensure proper connectivity and interaction with interfaces. This implementation activity is described in the response to Topic 14. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Conduct Train-the-Trainer Training and provide associated Documentation	Non-Software	As explained in Topic 12, RSI will deliver the training described in Appendix F – Sample NH MeF Knowledge Transfer Plan, since NHDRA will have the training materials described in Section 4 of Appendix F. In addition, RSI will assist the NHDRA in identifying "Super Users" to function as trainers. Please see Proposal Page 64.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Tools for Backup and Recovery	Non-Software	N/A- This requirement was removed in Addendum 3.	N/A
Provide Certification of System Testing	Written	RSI will provide certification of system testing. The NHDRA's testing requirements are responded to in detail in Section IV, D3-3, Topic 15 Please see Proposal Page 74.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Conduct User Acceptance Test	Non-Software	RSI will support the NHDRA as NHDRA resources conduct user acceptance testing. This NHDRA requirement is responded to in Section IV, D3-3, Topic 15. Please see Proposal Page 74.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Conduct ATS Testing	Non-Software	RSI will support the NHDRA as NHDRA resources conduct ATS Testing. This NHDRA requirement is responded to in Section IV, D3-3, Topic 15. Please see Proposal Page 74.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.

Conduct Application Security Scan and provide results	Written	The RSI MeF solution has been reviewed against IRS SCESM checklist by RSI engineers and by several States using the RSI MeF Solution. RSI will also be running OWASP Zed Attack Proxy (ZAP) against the application once the project starts and the results will be reviewed with the State. Application Security Testing is discussed in Section III, C-2 Testing. Please see Proposal Page 10.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Provide final remediated results of code review	Written	A code review will be performed before release of the application, as agreed with the State. This implementation activity is described in the response to Topic 14. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
Go-live Cutover to New Software	Non-Software	For the Business tax submission implementation, the cutover process will be significantly smaller in scale than for the Interest & Dividends project since the core MeF system has already been installed and is operational in the State's production environment. The go-live cut over will include deployment and validation of the new State specific plugin code and configuration. This implementation activity is described in the response to Topic 14. Please see Proposal Page 67.	RSI will provide this deliverable in the same manner as it was provided during the implementation of MeF DP-10 and DP-2210/DP2220.
90 Day Warranty	Non-Software	As explained in Topic 14, Implementation and Approach, for a period of 90-days following formal System Acceptance, RSI will warranty the MeF solution. Please see Proposal Page 67.	Warranty includes the licensed MeF software and the custom "plugins"/extensions required to support site specific processing.
State Acceptance Complete	Written	The NHDRA will issue RSI a statement of system acceptance following the User Acceptance Testing described in the response to Topic 15. Please see Proposal Page 74.	RSI will work with NHDRA to ensure that the system acceptance criteria documentation has been agreed to by both parties.

Provide ongoing technical support and maintenance	Non-Software	Ongoing technical support and maintenance for this project will be based on the services currently being provided by RSI for the NHDRA MeF implementation. Please see the sample technical support and maintenance agreement provided in Appendix J - RSI Maintenance and Support Agreement (Standard Template). Also see Support and Maintenance Requirements in Section C-2 Requirements, above.	

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IV. NARRATIVE RESPONSES

4.18.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: Topics for Mandatory Narrative Responses is organized into sections, which correspond to the different deliverables of the Proposal. Discussion of each topic must begin on a new page.

D-1 PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider in evaluating responses for the Modernized e-Filing Solution.

Topic 0 – Description of Solution

Response Page Limit: 10

The State will evaluate whether the proposed Solution includes the required features.

Provide a description of your proposed Software Solution, including features and functionality.

- Is your product used by other States? If so, provide a description of the System and environment.

RSI Response:

Yes, the RSI MeF solution is being used in multiple states, including New Hampshire. The following table shows RSI MeF solution usage.

Table IV-1: RSI MeF Implementations

State	Tax Categories ¹	Data Exports Environment
New Hampshire	I,P,E	1) XML file to iWay system
Rhode Island	I,C,P	1) Flat file to mainframe tax system
North Carolina	I, C (P & E in progress)	1) Flat file to mainframe Tax System, 2) XML to Unix Payment system, 3) Relational database imports to UNIX/Oracle Fraud system,
Maine	I,C,P,E	1) DB inserts tax system and payment systems, 2) PDF to image archive system, 3) DB uploads of Fed K1 to Oracle database
Pennsylvania	I,C,P,E	1) Flat file to SAS tax system, 2) Flat file to Payment system, 3) PDF to image archive system
Missouri	I,C,P,E	1) Flat file to various mainframe tax systems
Connecticut	I,C,P,E	1) Flat file to UNIX\Oracle Tax System, 2) Flat file to payment system
District of Columbia	I	1) Flat file to mainframe Tax System, 2) Flat file payments data in NACHA format, 3) PDF to FileNet image archive system

Please refer to Section IV.1 below for a description of the MeF solution.

¹ I - Individual, C - Corporate, P - Partnership, E - Estate/trust

- In what ways does your proposed Solution adhere to the business and technical requirements as well as meet the IRS MeF guidelines?

RSI Response:

RSI's business is taxes: the RSI MeF solution is designed to IRS security guidelines, and implementation of all IRS MeF messaging and communication requirements. RSI has, and continues to work, with the IRS to ensure its MeF solution is compliant. The RSI MeF product is tracking to the latest ICD http://www.irs.gov/file_source/pub/irs-utl/mef-doc-stp_ref_guide.pdf, MeF State and Trading Partners Interface Reference Guide V3.1 (March 2015). The RSI MeF solution is designed on an extensible open architecture that allows integration into the State's current and future tax processing and reporting environments. This solution has been integrated into a variety of processing systems for tax, compliance, fraud, payment, image and reporting business needs. Over the years, a number of states using RSI's MeF solution have updated backend systems or changed business processes. The RSI open architecture has allowed the required adaptations (either by the state or with assistance from RSI).

All of RSI's clients are federal, state or local tax agencies. As such, we are aware and respectful of the sensitive nature of our clients' tax policy, procedures and taxpayer data. RSI takes this concern very seriously and has incorporated annual unauthorized access (UNAX) training into its company-wide training policy, based on the same UNAX training that Internal Revenue Service (IRS) employees and contractors are required to take annually. As well, installed and operational components of RSI's Revenue Premier product suite have been audited by the IRS for security compliance with IRS Pub 1075. Revenue Premier has passed the audit in all areas. RSI's MeF solution leverages the Revenue Premier security infrastructure.

- In what ways does your proposed Solution provide for built in standard reports and easy to use ad hoc reports?

RSI Response:

The RSI MeF solution provides a set of standard reports that can be implemented using the State's reporting tools. The solution's database is open and documented to allow development of custom reporting or additional generation of reporting data for the State's specific needs. The list of standard reports:

- MeF System Summary Statistics
 - o Daily Summary
 - o Acknowledgement Statistics
 - o Rejected Returns
 - o Top 5 Errors
 - o Returns Filed by Software Developer
- Request Detail
- Message Error Detail
- Audit Summary Statistics
- Audit Record Detail
- TAX System Summary
- TAX System Error Details
- IRS Notifications

IV.1 MEF SOLUTION OVERVIEW

RSI is pleased to propose its modular, high-performance Modernized e-File (MeF) solution that is built on an open, scalable, .NET platform. RSI delivers an MeF solution that is designed and built specifically for MeF. The RSI MeF solution is not an add-on to an existing product. It is tailor-made for the needs of MeF now and, most importantly, in the future. The RSI MeF solution provides the following capabilities:

- Makes a request to IRS MeF server to download a return.
- Downloads the return, which includes federal and state return data along with any attachments.
- Sends a receipt to the IRS MeF server that the return was downloaded.
- Validates that the return conforms to the defined NHDRA XML schema and associated business rules.
- Sends an acknowledgement to the IRS MeF server that the return was either accepted or rejected.
- Prepares the downloaded return for backend processing.
- Provides access to view federal and state return data and the associated attachments.

Figure IV-1 below depicts the MeF communications.

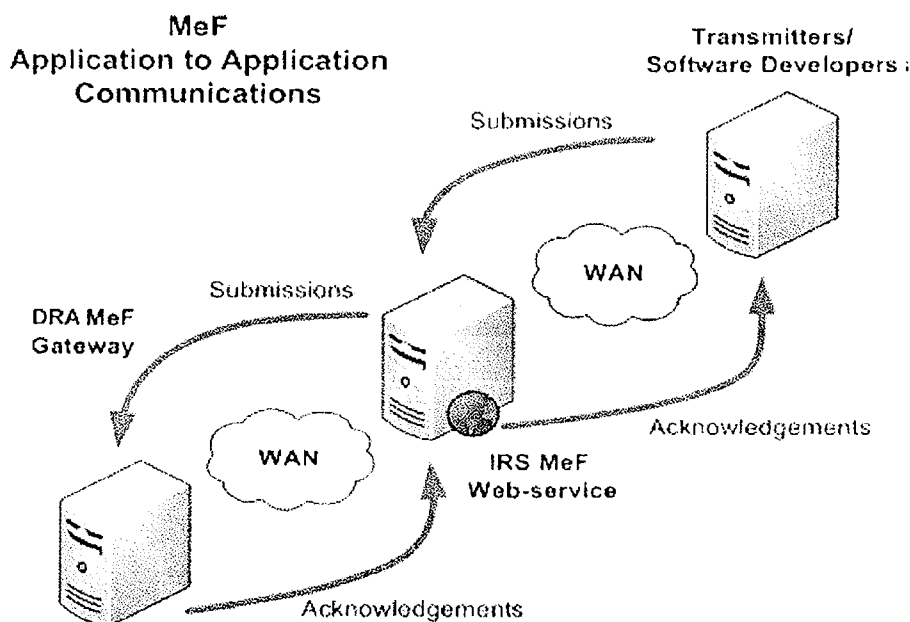


Figure IV-1: MeF Communications

RSI's MeF solution was designed with the following principles:

Expandable – 1) additional tax types can be added without the need to rewrite either the core Gateway or Viewer functionality; and, 2) RSI's MeF infrastructure provides a foundation for other applications (e.g., Federal/State Employment Taxes/FSET and Streamlined Sales Tax/SST).

Extensible – the technical architecture utilizes plug-ins that simplify the integration with external systems and provides the flexibility to incorporate custom logic that extends the core MeF functionality.

Configurable – depending on the time of year, and even during a given day, the processing demands of a tax agency are variable. The RSI MeF solution provides the NHDRA the configuration options (e.g., # submissions to download) necessary to meet variable processing demands.

Scalable – the technical architecture delivers the high performance necessary to meet today's processing requirements along with the flexibility to scale to meet future requirements, such as the addition of new tax types and/or increased transaction volumes.

The above capabilities are what make extending the NHDRA's current Interest & Dividends MeF solution possible without concern for system disruption.

IV.2 MEF GATEWAY

The MeF Gateway Service functions as the front end of the MeF system providing all communication, encryption, security, and data transport functions required for the NHDRA to integrate with the IRS Modernized e-File System. The Gateway provides web services functionality that sends and receives web service requests to and from the MeF web service provided by the IRS using the Web Services-Interoperability SOAP messaging with attachments Binding Profile (HTTP 1.1) and support for Secure Socket Layer (SSL) encryption. The Gateway service takes requests from a request work queue, packages the request object into a SOAP Web Service request, sends the request, and receives the SOAP Response. A workflow is followed for each request scenario to ensure data integrity and process life cycle.

The Gateway supports up to five concurrent sessions with each different system ID. The ability to support concurrent sessions is necessary to enable simultaneous and variable requests of, or deliveries to, the IRS MeF Server. For example, the Gateway needs to be able to request a new return and deliver a receipt, acknowledgement or rejection at the same time. The Gateway is implemented with a multi-threaded and work-queue-based architecture to provide both performance and scalability.

The Gateway supports the following list of operational and administrative messages defined by the IRS MeF WSDL (Web Service Definition Language):

- Get New Submissions
- Get Submissions by Message ID
- Get Submissions
- Get Submission
- Send Submission Receipts
- Send Acknowledgements
- Get New Acknowledgement Notifications
- Get Acknowledgement Notifications
- Get Acknowledgement Notification
- Get Submission Reconciliation List
- Login (Strong Authentication version)
- Logout
- Request ETIN Status
- Request List of ETINs
- Request List of State Participants.

Requests are originated either by the message scheduler or during the processing of responses from a request. Upon execution of a request for new submissions, the Gateway downloads one or more submissions on a continuous basis until all submissions have been downloaded. The messages that are received as a result of a request for new returns contain return data in the XML format and binary attachments that are in the form of PDFs. The message contents are transmitted in a compressed format that utilizes the zip archive format.

The Gateway request can be executed on a scheduled basis and also by other components, such as the Submissions and Acknowledgements module. The Submissions and Acknowledgements process is a hands-off process. The Gateway includes an administration interface (see Figure IV-2) that provides access to the following configuration parameters:

- MeF security and identity credentials (e.g., ETIN, digital certificate and System ID)
- User authorizations
- Logging and Audit Configuration
- Work Queue (e.g., # returns to pull) and Thread pool tuning parameters
- Plug-in configuration

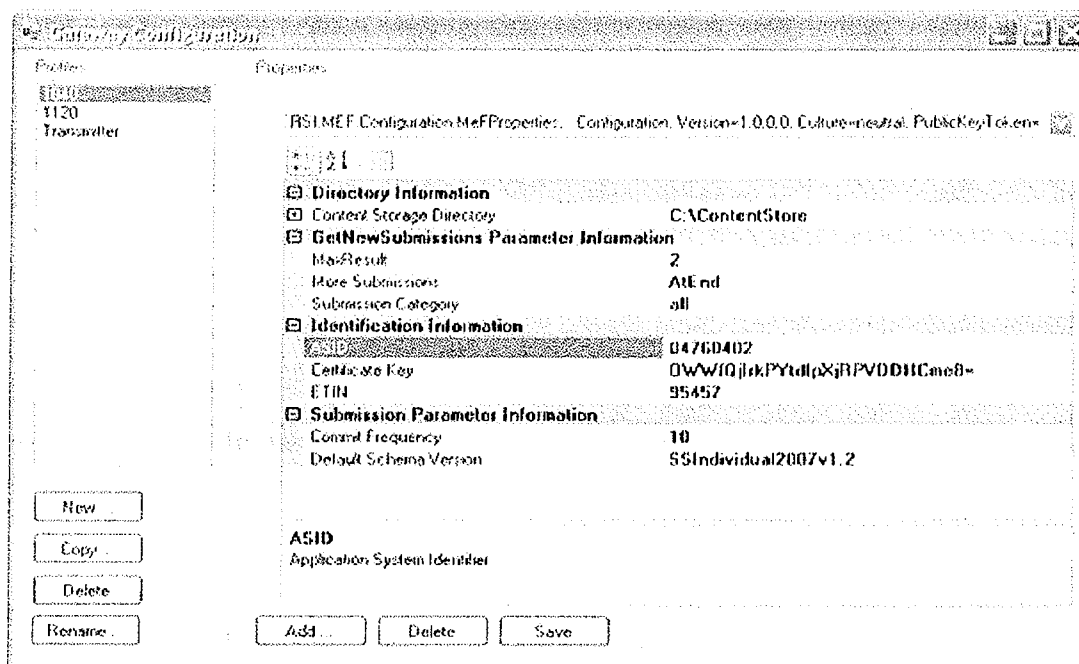


Figure IV-2: MeF Configuration Tool

RSI's Communications Gateway conforms to the IRS Interface Control Document (ICD), Pub 4164 FedState web-services descriptive language (WSDL), and system requirements for trading partners published by the IRS. Further, RSI's MeF solution incorporates the security necessary for processing federal and state tax return data with strict adherence to IRS security regulations (e.g., Publication 1075).

IV.3 SUBMISSIONS AND ACKNOWLEDGEMENTS

The MeF Gateway provides all submissions and acknowledgement functionality. When the MeF SOAP message, with the submission payload (i.e., the tax return data and attachments) is returned, the message header information is extracted and the payload is unzipped to disk on the content store. The header information is reconciled with the payload and the communications Gateway issues the "SendSubmissionReceipts" web service request to the IRS MeF as confirmation of receipt of the submission. (The content store is a file system storage for intermediate storage of submissions during processing and associated request state. This data is kept until the submission is replicated into the database and the acknowledgement is sent. For high-availability, the content store is maintained on a shared file system to allow "restart" of requests by a hot stand-by system.)

After receipt has been confirmed, the submission, along with the transmission information, is inserted into a relational database. Next, the XML data is validated. A submission which does not pass the schema validation is marked as rejected on the database and a rejection message is delivered via the Send Acknowledgement message. In addition to validating that the submission passes schema validation, the RSI MeF solution provides a Business Rule plug-in that can be inserted into the process for application of business rules that are not defined in the XML schema validation. If the submission passes the schema validation, the Business Rule plug-in is invoked on an asynchronous basis. Once the business rule validation is complete, the Send Acknowledgement web-service is invoked with a message that is based on the results of the validation.

MeF Data Extracts

After a submission successfully passes validation, the submission can be processed for export to the state tax, payment, or other backend systems. The RSI MeF solution provides a Post-Acknowledgement Plugin interface for developing and implementing these exports. The submission data can be reformatted to XML documents, flat files, databases, or messaging systems. The post-acknowledgement plugins can use the RSI flat-file mapping system for mapping to a flat-file format (see RSI Flat File Mapping System section below.)

Currently the RSI MeF implementation in New Hampshire exports data via XML transformation to the iWay System. In other MeF engagements, the RSI MeF has mapped payments to NACHA formatted records for ACH bank payments.

RSI Flat File Mapping System

When a submission passes all defined validations, the RSI MeF solution utilizes its Flat-file formatter API to map the XML submission return data to prepare it for processing by the backend tax administration system. The translator plug-in maps the data from the XML tax form to a flat-file format that is convenient for processing by the backend system. The flat-file formats are available in a variety of fixed length or delimiter separated values formats that are suitable for mainframe, UNIX, or Microsoft Window system processing.

An easy to use Microsoft Excel Spreadsheet is used to define the mapping from submission form data to flat-file format. Standard mappings are provided and extensions or special functions can be programmed to perform custom formatting of data elements. Flat-file formatting can run as each set of submissions are downloaded, or can run on a predetermined scheduled basis via the scheduler.

Business Rule Plugin

The Business Rule Plug-in API provides a framework in which to execute 1) business rule validations; 2) external system integration plugs; or 3) scheduled plug-ins (that run at a scheduled time). Plug-in rules are implemented in C#. Business rules plug-ins provide custom business logic for validating submission form data (i.e., returns, schedules, and worksheets). This capability is necessary when the business rule cannot be validated by the schema. An example of this type of business rule is validating that an ERO or

Software Developer is a valid transmitter. RSI implements the custom logic necessary to support the existing business rules that the NHDRA is currently using.

IV.4 RSI MeF GATEWAY DATABASE

The MeF Gateway Database stores configuration, transaction, security, audit, and forms data. All transaction data with the IRS is saved. The state of New Hampshire and IRS form data is saved in XML database type format that allows XQuery data access. Audit logging for transaction, security, administrative login or configuration changes, or severe error events create audit records on the database. This audit logging is compliant with IRS Publication 1075 audit logging guidelines. This database is open and documented. This data can also be used for ad hoc and custom reporting and system integration purposes. User-specific tables and data for plug-ins can be added.

The MeF Gateway database is an operational database that is designed and sized to store submission data for only the current tax-processing year and two prior years. (e.g., in tax processing year 2015, the Gateway database may contain tax year 2014 and two prior tax years, 2013 and 2012).

One of the benefits of migrating to MeF is the ability to receive additional federal and state return data along with supporting documentation, in the form of PDF attachments. The RSI MeF Viewer provides a forms quality view of the federal and state return data and the ability to view any PDF attachments. Given the large volume of federal tax forms and schedules, the RSI MeF solution relies on the XSLT style sheets provided by the IRS to view federal return data. To view the state return data, RSI uses the "Tagged PDF" technique. This approach cross-references the fields on the PDF template with the XML tags on the return data.

Mapping from the Submission data elements to the state form is configured via an easy to use Microsoft Excel spreadsheet. Repeating fields, tables, and special formatting is configured with an XML file. The same mapping files are used by the MeF Viewer and to generate the PDFs. For the backend imaging system, RSI utilizes commercial third-party software, Active PDF toolkit, to provide the capability to populate fields in a PDF document using XML data. This dual approach to delivering a viewing system provides a forms-quality view of both the federal and state return data. Users are able to search for a return based on the following filing parameters:

- Taxpayer ID (e.g., SSN/EIN)
- Taxpayer Name including partial name search on the last name or full name of the entity
- NHDRA Unique Taxpayer Identification Number
- Tax Year
- Tax Year Range
- Submission ID
- Submission Status (Rejected, Accepted or Both) along with Taxpayer ID and Tax Year
- Message ID
- Document Locator Number (if applicable)

The Viewer also provides site and tax type configuration display of submission detail information. Figure IV-3 below provides an example of a screenshot from the RSI MeF Viewer.

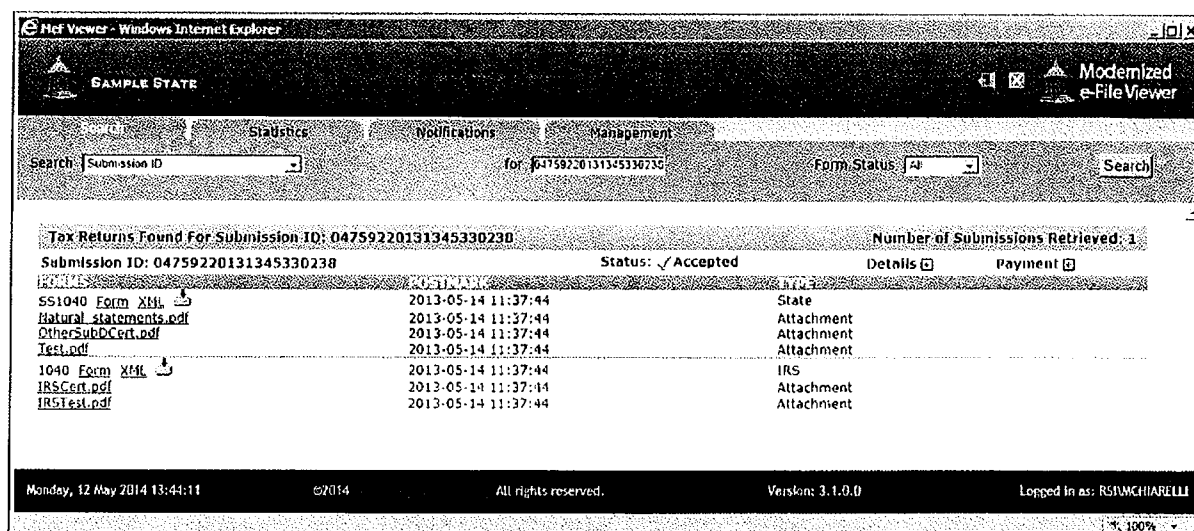


Figure IV-3: Example of the RSI MeF Viewer Screenshot

The RSI MeF Viewer is typically used by MeF administrators to review and debug software. Developer/ERO (e.g., Intuit) issues during Software Developer testing and production operations. The MeF Viewer capability can be extended to support a larger user base of NHDRA users; this will require appropriate hardware resources that are configured for the specific volume of users.

Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

RSI Response:

RSI's Modernized e-File brochure is included as Appendix C and describes an overview of RSI's MeF product solution. The brevity of the brochure (four pages) does not provide a sufficient level of detail to address the functionality for all topics. That information is provided in the sections that follow.

Topic 1 – User Friendliness and Usability

The State values Software that is compatible with its intended user's ability to use it easily and successfully.

- To what extent is the Software intuitive based on the likelihood that the user has experienced other applications with similar graphic user interfaces.

RSI Response:

The MeF Viewer interface provides a modern web browser interface that allows MeF administrators to input search criteria and view results. The Configuration Tool and Command Tool allow administrators to easily review and change configuration data or select commands from a pull-down menu.

- How efficient is the Software in Terms of the number of operations required to perform basic tasks.

RSI Response:

The software is designed for ease of maintenance and deployment. The Configuration Tool interface provides an easy to use graphical interface for setting system parameters. A new profile can be configured by entering 10 pieces of data. The deployment of new business rules and export plugins typically requires only copying the library and configuration files to a profile directory.

- How does the Vendor's proposed training process support the application.

RSI Response:

Training covers the information required for working with the following:

- The Viewer
- IRS/TIGERS MeF documents and XML
- Architecture of the production environment for administrators and developers
- Development of extensions (plugins and annual changes) for developers
- A custom state component on the state-specific implementation

- How many hours is required to make a new user fully functional.

RSI Response:

Assuming the MeF e-File administrator is already familiar with the state tax forms and data, the user can be handling e-file support issues using the MeF Viewer within a day. This would include basic understanding of MeF concepts, MeF Viewer usage, MeF documents and XML, and MeF vendor environment.

D-2 Technical Architecture

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Modernized e-Filing Solution. A maximum length of response for each topic is defined.

In order to utilize the current environment, the state would prefer a Windows 2008 server environment.

RSI Response:

The RSI MeF COTS product can run on Windows version 2008 R2 and later. It is currently running on the Windows 2008 environment at NHDRA.

Topic 2 – Software Architecture**Response Page Limit: 5**

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

- Is the proposed Software based upon an n-tiered, browser-based architecture?

RSI Response:

Yes, the RSI MeF COTS software is based upon an N-tier, browser-based architecture. The MeF Viewer is based on three-layer architecture, 1) the MeF Viewer Web App for presentation, 2) the MeF Viewer Web Service for business processing and database access, and 3) the MeF Database. The MeF Gateway is a service component that handles business processing and has data access layer to the MeF Database.

- Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed and the access authorization level required to install it.

RSI Response:

No additional software is required on the client machine, other than a browser.

- Is the Operating System and the database platform a supported configuration of the proposed System?

RSI Response:

Yes. The MeF RSI solution is supported on Microsoft Server version 2008 R2 and Windows 7 and later and Microsoft SQL Server 2008 R2 and later.

- Are there any components of the System that must reside on another platform?

RSI Response:

No. The RSI MeF solution resides on the Microsoft platform.

- What application servers are used to support the proposed Solution?

RSI Response:

None. The RSI MeF solution does not require any application servers.

- What add-on or third-party Software is required to support the functionality desired by the State?

RSI Response:

Only the ActivePDF Toolkit library that the State has already purchased is required.

- If any add-on or third party software is required, is procurement and licensing included in the proposed pricing?

RSI Response:

Currently, no additional Gateway or Viewer machines are required; therefore, no additional procurement is required for the ActivePDF library. As such, the procurement and licensing is not included in the proposal price.

- What programming languages are used for development, configuration, and customization of the proposed Solution?

RSI Response:

Primarily Microsoft C#, but any Microsoft .Net language can be used. Some configuration is performed in XML.

- What components of the Software, such as middleware, are proprietary?

RSI Response:

The core RSI MeF Gateway, and Viewer products are proprietary. Any State-specific plugins (e.g., Business rules and export code) are not.

- What is the growth potential of the proposed System?

RSI Response:

The RSI MeF solution is designed on an extensible open architecture. This allows RSI's MeF solution to be readily integrated into states' current and future tax processing and reporting environments. This solution has been integrated with a variety of processing systems for tax, compliance, fraud, payment, image and reporting business needs. Over time, a number of states have updated backend system or changed business processes and the RSI MeF product open architecture has allowed adaptation (either by updates by the state or with assistance from RSI).

- What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)?

RSI Response:

The IRS has historically updated its MeF Web Service and processing practices annually. This requires a new release each year to allow processing with the latest IRS MeF changes. Releases to meet IRS requirements are provided as part of the standard product maintenance.

- What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)

RSI Response:

Staff required for a state the size of New Hampshire and the proposed tax forms is approximately:

- Requires .25 FTE System Administrator for annual support. This resource should be competent in Microsoft Windows Server, Microsoft Active Directory, and Microsoft SQL Server Administration.
- Requires .1 FTE Database Administrator. This resource should be competent in Microsoft SQL Server administration.
- Requires .25 FTE SW Developer for annual changes and support. This resource should be competent in Microsoft C# programming.
- Requires one FTE e-File administrator for annual changes requirements and vendor interaction. This resource should understand the MeF e-file administrative processes.

New feature development or integrations with new State interfaces are not covered in these estimates.

- When was the core Software written?

RSI Response:

The core software was written in 2009. As mentioned, IRS MeF processing changes are made annually and RSI updates RSI MeF COTS software updated accordingly and enhancements are made as required, typically on an annual basis.

Topic 3 – Software Releases**Response Page Limit: 5**

The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

- What types (maintenance, enhancement, other) of releases are planned?

RSI Response:

The IRS has historically updated its MeF Web Service and processing practices annually. Therefore, this requires a new release each year, in the early November timeframe, to allow processing with the IRS MeF changes.

These releases are typically just an uninstall and reinstall of the MeF software. Enhancements are also included with these releases so as to reduce maintenance.

The IRS also provides XML StyleSheets for formatting Federal tax documents throughout the year. RSI tracks these, verifies quality, and packages them for installation for MeF customers. There are typically four to six releases each year. These are optional updates that a customer may choose whether or not to apply.

- What is the historical (past 3 years) and expected frequency of each type of new release?

RSI Response:

Expected frequency of new releases is annually, as described above.

- What is the version of the current release?

RSI Response:

The current release is version 4.2.

- How is the content of future releases determined?

RSI Response:

Required changes by IRS, any discovered bugs, and enhancements believed to be valuable to our customers.

- How is the content of a release communicated to the client?

RSI Response:

Releases are announced via email to our customers. The releases can then be downloaded from the RSI release server.

- Do government clients have input through a users' group or some other mechanism?

RSI Response:

Yes, states are encouraged to submit enhancement requests to mefsupport@rsimail.com; the RSI MeF team monitors States during vendor testing and high-volume periods to track States' experience. RSI is also active in TIGERS and e-File conferences which serve as opportunities to confer with users of the system.

- Are Enhancements made for specific clients included in future releases?

RSI Response:

Yes, enhancements for specific clients are included in future releases.

- What specific Enhancements are planned for release within the next 24 months?

RSI Response:

Looking forward, RSI enhancement planning will start after the FTA e-File Conference in May 2015. At present, support for Internet Explorer 11 is the only enhancement for the next release. A complete list will be developed following the FTA e-File Conference in May 2015.

- What resources, planning, and technical skills are required to install a release of each type?

RSI Response:

Typically, for RSI MeF product annual enhancements, this is performed by a customer's system administrator. This usually involves uninstalling and running the MeF installers (MeF installer is based on the standard Microsoft Installer.) In some instances, there may be database alteration scripts that will need to be run. There are three installers: MeF Viewer Web Application, MeF Viewer WebServices, and MeF Gateway. The annual releases are usually required. The only planning necessary is agreement on timing with the e-File coordinator and technical personnel. Microsoft Windows Server and basic Microsoft SQL Server skills are required for this work.

- Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?

RSI Response:

Yes. Typically, there are no dependencies between Viewer and Gateway installers.

- Do configuration settings carry forward from one release to the next or must they be reinstalled?

RSI Response:

Yes, configuration is carried forward.

- Do patches carry forward from one release to the next, or must they be reinstalled?

RSI Response:

Patches are rolled into the new release.



- How long is a release supported?

RSI Response:

The release is supported as long as it is not invalidated by annual IRS MeF changes. This is usually for the year.

- How quickly do you respond to TIGERS schema changes as well as IRS WSDL updates?

RSI Response:

We respond in an immediate fashion to a release from TIGERS or the IRS. RSI MeF releases for TIGERS or IRS WSDL changes may vary from days to weeks depending on the availability of the IRS Assurance Test System (ATS) for RSI to test and verify the release. For example, the IRS will release WSDL changes in October, but will not provide a test environment until the opening of vendor testing in November. RSI will make the changes and perform internal testing, but will not typically release until confirmed with IRS MeF testing.

Topic 4 – Ad Hoc/Federal Reporting**Response Page Limit: 5**

The State will evaluate reporting capabilities for robustness, ease of use and impact on transaction processing. It will also evaluate the degree to which standard federal reports are incorporated into the Software. In this Software Solution, the State seeks capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be provided in the proposed Solution. If a third- party tool is employed, identify and describe the tool. Discuss capability, sophistication, and ease of use, including training required.

RSI Response:

The RSI MeF solution does not dictate the use of any specific reporting tool. The NHDRA may use any tool they are currently using. The RSI MeF solution does provide a basic set of SQL queries that can be used by the State reporting tool.

The RSI MeF solution also documents the RSI MeF database so ad hoc reports can be produced meeting the State's requirements. This allows reporting on the IRS MeF transactions, vendor processing, and specifics on state returns and payments.

RSI does not place any restrictions on allowing additional data or tables in the RSI MeF database. For example, report data from the State XML returns can be captured and placed in the relational tables for ease of reporting.

Topic 5 – IT Standards**Response Page Limit: 2**

The State will evaluate the degree to which IT standards used in the Vendor provided product are compliant with other State Systems, or utilize existing State standards.

Describe standards incorporated into the proposed Software for:

- ACH Payments

RSI Response:

The RSI MeF solution supports the TIGERS schema and ACH payment schemas as is. The data is maintained in XML format with the database.

The proposed Solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012).

RSI Response:

The RSI MeF Solution uses Open Data Formats (XML, CSV). The RSI MeF product is proprietary software.

- Is the proposed application considered Open Source Software?

RSI Response:

No. The core RSI MeF product is proprietary software. The State specific plugin code (e.g., business rules, and data extract code) is owned by the State and may be updated by the State as needed.

- Does it comply with Open Standards, including but not limited to Open Data Formats?

RSI Response:

Yes. The RSI MeF product does not change any of the data received from the vendors or IRS into proprietary formats or restrict access to data in the database. The data formats are Open Data Formats.

- Describe the degree to which the proposed Solution meets the requirements of RSA 21-R:10, 21-R:11, 21-R:13.

RSI Response:

The RSI MeF solution complies fully to the State Open Data Format statements. The core RSI MeF product is proprietary software.

- Identify whether standards employed are national in origin or are unique to the proposed Software.

RSI Response:

These are national standards for XML, CSV, and NACHA payment format and other document formats used in the RSI MeF solution.

Topic 6 – Interface Standards**Response Page Limit: 2**

The State will evaluate the ease of interfacing custom Software from State agencies and business partners with the proposed Vendor Solution product.

The State anticipates that some agencies and business partners will need to interface custom Software to the State's new System. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

- What types of interfaces are possible with the proposed System (e.g., online, batch, etc.)?

RSI Response:

The RSI MeF product plugin architecture provides the State with the flexibility to interface with other State agencies. We provide a flat-file mapping component that maps from the MeF XML document to a configurable flat-file output. These interfaces can occur in on-line or batch modes. The RSI MeF solution currently in production in New Hampshire provides transformed tax data in XML to the iWay system. RSI MeF also provides a flat-file-mapping component that maps from the MeF XML document to a configurable flat-file output. Plugins have also been built for formatting payment data to standard NACHA format records.

The plugin architecture provides a plugin that allows processing of accepted returns as they arrive, and a scheduled plugin that allows export of other processing of returns after they have arrived.

- What Data is available to other Systems? What Data may be imported/updated from other Systems?

RSI Response:

The RSI MeF system can provide any of the data defined for the State tax forms to other systems, including payment data and transmission data. The RSI MeF solution's open database also allows import of any required electronic digital data from State systems that may be needed for MeF processing.

- What tools are provided with the System for the development of interfaces?

RSI Response:

The RSI Gateway plugin interface provides class libraries for convenient manipulation of return data. The class libraries can be used to create interfaces using standard Microsoft development tools and an IDE (Integrated Development Environment), such as Microsoft Visual Studio.

- What programming languages and/or query languages are required for development of interfaces?

RSI Response:

Typically an MeF developer needs to utilize the following for RSI MeF development: Microsoft C#, W3C standard XPath language for XML document navigation, and Microsoft TSQL for database access.

- What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?

RSI Response:

The RSI MeF solution uses the Quartz scheduler for scheduled tasks. This is included with the proposed solution.

- Are there any constraints upon the timing of batch interfaces?

RSI Response:

No. The Quartz Schedule is a widely used open source scheduler that provides a wide range of scheduling options.

- Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.

RSI Response:

The RSI MeF solution employs XSLT (XML StyleSheet Language Transforms) for transformation of the MeF XML data. This is used in New Hampshire's current RSI MeF implementation for Interest & Dividends. RSI MeF also provides a flat-file-mapping component that maps from the MeF XML document to a configurable flat-file output. This can produce CSV (Comma Separated Values), or Fixed Length data files with various column formatting from the State XML data. See Appendix K for example XML extract file.

- What standard interface formats are used with the proposed Software? What degree of flexibility is available?

RSI Response:

The solution-appropriate formats as required by the State interfaces are used. We expect that we will continue to use XML formats, and as previously mentioned, they can be adapted to other interfaces. We will provide the standard NACHA format for payment data.

D-3 Technical, Services and Project Management Experience

This section provides a series of technical topics that the State of New Hampshire will consider in selecting Modernized e-File System. A maximum length of response for each topic is defined.

D3.1 Security and Protection of Data**Topic 7 - System Security**

Response Page limit: 10

The State will evaluate the degree to which System issues can be avoided.

Software Systems must be reliable, regardless of how they are delivered. The State's workers and citizens expect government Services and information to be reliable and available on an ongoing basis to ensure business continuity. Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- The Identification and Authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.

RSI Response:

The RSI MeF solution requires a user name and password to access the system. The RSI MeF solution utilizes the Client's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard guidelines and NH DoIT policies.

MeF Gateway communication to the IRS MeF Web Service is based on IRS proscribed SSL/TLS encryptions, digitally-signed certificates, and SAML session tokens.

- The authorization methods used to ensure that users and client applications can only access Data and Services for which they have been properly authorized.

RSI Response:

The RSI MeF Gateway provides role-based security. There are roles for MeF administrators (allow updates to MeF configurations), Inquiry role (for limited-access Tax administrator viewer users), and Viewer role (access for e-File coordinator and Vendor support viewing). Additional restrictions and data masking can be applied to the Inquiry role.

- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.

RSI Response:

The RSI MeF product has been designed, and vulnerability tested, for resilience to browser exploits.

For machine and network-level security, the RSI MeF solution (a COTS application) relies on the State's hosting operating systems and network to provide these services to the level proscribed by IRS Publication 1075 Safeguard Guidelines and the State's best practices.

- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.

RSI Response:

Communications between RSI MeF solution components, and between RSI MeF Gateway and the IRS, are encrypted per IRS MeF State and Trading Partners Interface Reference Guide V3.1 specifications and IRS Publications 1075 Safeguard Guidelines.

- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.

RSI Response:

The RSI MeF solution provides audit records and captures all transaction information to allow review and research with IRS and/or Vendors. Audit records are also generated for MeF Viewer users to track usage history.

The RSI MeF installation documentation and process provide guidelines for properly securing sensitive data on the Gateway file system and database via ACL (Access Control Lists) and role definitions.

- The Intrusion Detection methods used to ensure the detection, recording and Review of attempted access or modification by unauthorized individuals.

RSI Response:

The RSI MeF solution records all successful and failed login attempts.

For machine and network-level Intrusion Detection methods, the RSI MeF solution (a COTS application) relies on the State's hosting operating system, network, and monitoring system to provide these services to the level proscribed by IRS Publication 1075 Safeguard Guidelines and the State's best practices.

- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.

RSI Response:

Communications between RSI MeF solution components, and between RSI MeF Gateway and the IRS, are encrypted per IRS MeF State and Trading Partners Interface Reference Guide V3.1 specifications and IRS Publication 1075 Safeguard Guidelines.

- The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.

RSI Response:

Code enhancements and fixes to the RSI MeF COTS product are code-reviewed for both quality and adherence to IRS Publications 1075 Safeguard Guidelines.

New Hampshire plugin code development will also follow this process.

- The testing methods conducted to load and stress test your Software to determine its ability to withstand Denial of Service (DoS) attacks.

RSI Response:

The RSI MeF solution is not a public/internet facing application. As such, it is not directly subject to DoS attacks. No testing in this regard is needed.

For machine and network-level security, the RSI MeF solution (a COTS application) relies on the State's hosting operating systems and network to provide these services to the level proscribed by IRS Publication 1075 Safeguard Guidelines and the State's best practices.

- Your Software patch Schedule employed to protect the Software from new security vulnerabilities as they arise.

RSI Response:

Any new security vulnerability discovered in the RSI MeF COTS product will be reviewed immediately. If it is determined to be of high severity, it will be addressed and scheduled as soon as possible. Fixes for less severe issues will be made available as a patch and scheduled in the next release.

- The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.

RSI Response:

The RSI MeF solution is expected to, and does successfully, run in a locked-down environment. This product is typically run in state environments configured to IRS Publication 1075 guidelines with various other security measures implemented in the computing and networked environment.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed Software to ensure Data integrity?

RSI Response:

The MeF database data model is well-defined and tested. It is supported by appropriate transaction model and recovery processes in the application. This allows recovery from various failures, such as IRS MeF messaging failures, network failure, or system failures. Additionally, the RSI MeF database role-based access approach allows data modification to specific users or systems.

- To what degree does the approach rely on System assurance capabilities of the relational database management System (RDMS)?

RSI Response:

The RSI MeF solution uses Microsoft SQL Server 2008 R2 or later as its data store. The solution does rely on this RDMS's security, availability and backup for system assurance of the data.

- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

RSI Response:

The RSI MeF solution uses Microsoft SQL Server 2008 R2 or later as its data store and can use any of its synchronization approaches (clustering, log shipping and Availability Groups). We would recommend clustered database and/or Availability Groups depending on the State’s comfort with either approach.

- What out-of-the-box System assurance reports are provided for online and offline processing?

RSI Response:

Audit record SQL queries are available in the RSI MeF solution for reporting on IRS Publication 1075 audit records requirements. This includes both MeF Gateway and MeF Viewer administrative and user activities. The queries can be used in a State-designated reporting system.

APPENDIX G-1 SECURITY**Application Security**

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.

This shall include but is not limited to

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle

RSI Response:

The core RSI MeF COTS product is built to IRS Publication 1075 Safeguard Guidelines. It was also built in accordance with RSI product development methodologies that include industry best practices in source control, code review and software testing. Particular attention was paid to security as this is a fundamental aspect of the taxation environment.

- Perform a Code Review prior to release of the application to the State to move it into production. The code Review may be done in a manner mutually agreeable to the Vendor and the State to ensure compliance with IRS Publication 1075. Copies of the final, remediated results shall be provided to the State for Review and audit purposes

RSI Response:

A code review will be performed before release of the application as agreed with the State.

- Follow change control process and procedures relative to release of code.

RSI Response:

The project will follow change control process as agreed to between the State and RSI.

Develop applications following guidelines as set forth by the IRS in the following publication;
http://www.irs.gov/pub/irs-utl/MEF_State_and_Trading_Partners_ICD_2012.pdf

RSI Response:

The RSI MeF product is tracking to the latest ICD http://www.irs.gov/file_source/pub/irs-utl/mef-doc-stp_ref_guide.pdf, MeF State and Trading Partners Interface Reference Guide V3.1 (March 2015).

Topic 8 – Backup and Recovery (N/A per Addendum 3)

RSI Response:

This topic was designated N/A in Addendum 3.

Topic 9 – Assurance of Business Continuity 9 (per Addendum 3)

Response Page Limit: 3

The State will evaluate the degree to which the plan proposed to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

- The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

RSI Response:

This proposal does not differ from this standard for the RSI McF solution and its licensing. The solution is licensed by tax category, not by the number of environments. Any number of active Gateways can be used for production, test, development, or disaster recovery.

The third-party ActivePDF Toolkit Library does require a disaster recovery license, although at a reduced rate.

Topic 10 – Archiving

Response Page Limit: 2

The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical Data.

- The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical Data. Describe the scheme (online and off line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of Data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data.

RSI Response:

RSI will work with the State to implement a solution that best fits their archiving requirements. However, RSI does recommend archiving and purging data from the operational database after three years to ensure optimal online response performance. In this approach, an archival database will be populated on a yearly basis with the execution of RSI developed scripts. The scripts will move the data older than three years to the archival database and then purge the data from the operational database. To access the archived data, the State can point the MeF Viewer to the archival database. Once the State deems the data is no longer necessary for online storage, the permanent retention of the data should be stored out to tape using existing backup software (e.g., Microsoft DPM, Symantec BackupExec or ArcServe Backup). When the data is moved to tape, the purging scripts can remove the data from the archival database. The data can then be retrieved using the backup software if the need arises.

D3.2 Preparation of State Personnel**Topic 11 - Preparation of State Staff on the Project Team****Response Page Limit: 3**

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately.

Describe how State staff assigned to the Project Team will be prepared to contribute. Provide an overview of Project Team interactions and dependencies between functions.

RSI Response:

Since RSI implemented the same MeF solution for Interest & Dividends that is proposed for the Business tax types, State personnel are already familiar with the RSI MeF solution, IRS and vendor interactions, and the MeF requirements, development and installation processes. The focus in this project will be the specific State form and business rule requirements and interface to the payment system.

RSI will hold an initial meeting with the NHDRA project manager and project leadership to discuss the NHDRA team members assigned to the project. During this meeting, we will discuss the skillset of the NHDRA project team and how they map to the skills required to successfully complete the different project phases.

Once we have mapped the staff to the skills required for each of the project phases, RSI will work with the NHDRA project manager to clearly lay out the expectations of the NHDRA and RSI team members. Meetings will be held with the different teams to discuss the expectations, timelines and any dependencies. Each team member will have a clear perspective of the expectations for their work, the timeline to complete the work, and any dependencies that exist for the work they are to perform.

RSI will work closely with the NHDRA project manager to ensure that all team members have the support they need to complete the assigned project work.

Topic 12 – User Training Approach**Response Page Limit: 6**

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

- The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.

RSI Response:

RSI evaluated training alternatives, such as instructor-led training (ILT), computer-based training and on-the-job training for this project. Based on our experience with MeF implementations in other states and our previous experience delivering training to NHDRA associated with RSI's MeF Gateway solution for processing Interest & Dividends (DP-10 and DP-2210/DP2220) returns, we recommend ILT as the most effective approach for user training for the current proposed MeF implementation. RSI will provide the NHDRA with the training materials and will assist the NHDRA in identifying "Super Users" to function as trainers. Please see Section 3 of Appendix F – Sample NH MeF Knowledge Transfer Plan (attached) for a listing of courses provided, a description of each, and the topics covered.

- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.

RSI Response:

For RSI's recent MeF project with the NHDRA mentioned above, RSI worked with the NHDRA project manager and the technical lead to identify the users for each class. RSI also provided the list of classes that described the curriculum and the target audience to allow the project manager/technical lead to map people to the appropriate classes. During the class, RSI asked NHDRA attendees for feedback to refine and tailor the classes for the audience. This feedback and the similar processes previously used that have proven to be successful will be followed for this project. The processes will be reviewed with the NHDRA project manager at the beginning of the project to obtain any further feedback and potential process alterations.

Questions to address include, but are not limited to, the following:

- What type of training (instructor led vs. computer based) will be used for each purpose and why?

RSI Response:

The formal training will be ILT, as this is the most direct method and we can respond quickly and precisely to questions. Since the NHDRA is already familiar with RSI's MeF Gateway solution product, we will be able to provide refresher courses and also focus more on-the-job training and experiences.

- What methods will be employed to evaluate training activities?

RSI Response:

RSI uses a discussion session after the training to solicit feedback from the trained staff. We will also provide a brief questionnaire so attendees can provide feedback.

- How will training be coordinated with other user support activities?

RSI Response:

RSI will schedule the training when we create the project plan, which has linkages to the other support activities. The plan will be given to the NHDRA project manager at the start of the project. The project plan will be updated weekly to identify any movements in the schedule or changes to other support activities.

- Will manuals be adequate to enable trained users to research answers to their own questions?

RSI Response:

Yes, manuals will be adequate to enable trained users to research and answer their own questions. Manuals and Guides provided are described in Section 4, Appendix F – Sample NH MeF Knowledge Transfer Plan (attached).

- If the perception is that they are not adequate, can those manuals be quickly revised?

RSI Response:

If there are areas that the NHDRA wishes to discuss revising, RSI is willing to consider and make the appropriate revisions.

- How will the State be prepared to conduct ongoing training after Implementation is completed?

RSI Response:

For the technology personnel that will be administering and maintaining the solution, knowledge transfer activities executed during the project will include a combination of formal classroom ILT just as we provided for the previous MeF implementation. RSI will also work with the NHDRA project manager to identify "Super Users" who can potentially provide ongoing training after implementation. All training materials will be provided to the NHDRA to use after the initial RSI training. Please see Section 3, Appendix F – Sample NH MeF Knowledge Transfer Plan (attached) for a description of courses and content.

- Are training manuals on-line and maintained as part of a maintenance agreement?

RSI Response:

Yes, training manuals are offered online. The annual maintenance subscription for RSI's clients using the RSI MeF COTS solution includes updates for user training with new releases. These are available for download from RSI's secure product site. However, client-specific and tailored training material is not updated by RSI.

Topic 13 – Technical Knowledge Transfer**Response Page Limit: 5**

The State will evaluate whether the technical knowledge transfer in described the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed System at the conclusion of Implementation.

- The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff.
- Identify whether recommended training will be provided on site. Use specific examples from past System implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the Implementation ends.

RSI Response:

To manage knowledge transfer, a Knowledge Transfer Plan will be developed to define and coordinate the onsite training of NHDRA MeF personnel. The plan will be based on Appendix F – Sample NH MeF Knowledge Transfer Plan (attached) which was developed for RSI's previous implementation of the MeF Gateway solution for the NHDRA. Successful completion of the training described in Appendix F will enable the State to operate independently when the implementation project is completed.

D3.3 Project Execution**Topic 14 – Implementation Approach**

Response Page Limit: 10

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

- The State would like to implement all modules of the selected Software as quickly as feasible at the lowest possible price. The State recognizes, however, that it might have difficulty coping with a “big bang” implementation strategy. Consequently, the State seeks suggestions on an implementation approach.

RSI Response:**Recommended Approach**

To meet the NHDRA's requirements, RSI proposes the expansion and configuration of the NHDRA's current MeF system software, RSI's COTS MeF solution. Successfully implemented by RSI in 2014 to process Interest & Dividends taxes, the system employs RSI's modular, high-performance MeF solution that is built on an open, scalable, .NET platform. By continuing to leverage a COTS approach to MeF, the NHDRA benefits from RSI's software development practices, testing and product support which will allow the NHDRA to remain current with changes in MeF from the IRS through product updates from RSI.

RSI proposes phasing in the new tax schedules, based on NHDRA need and taxpayer timelines. The Corporate Income Tax schedule should be implemented in early January to account for the large number of calendar year Corporate filers. The remaining tax schedules will be implemented into Production in 3-week waves, with , Partnership Income tax in mid-February, and Proprietorship/Combined Filers in early March. This approach will ease the burden on state resources and will allow NHDRA to add waves of new tax schedules for the EROs.

The MeF solution does not require a new installation for the additional tax schedules unless NHDRA prefers to have new Gateway servers or new database servers. RSI's recommendation is to consider having additional Gateway servers to pull submissions from the IRS for the Business Income Taxes. This prevents the overuse of the current hardware during peak processing season during the first quarter of each year.

The new business rules for the Business Income Taxes will be added to the MeF solution, but minimal configuration changes will be needed as RSI's MeF solution is already in production. The new configuration values will ensure that NHDRA's MeF installation will pull the correct submissions from the IRS, validate the inbound submissions against the correct schemas, and export the submissions to the correct directory locations.

Implementation Tasks

RSI's implementation approach includes the execution of the tasks necessary to ensure that the MeF solution meets both the business and technical needs of the NHDRA. These tasks include the following:

- Project Management
- Discovery
 - Requirements Confirmation
 - Technical Architecture Review
 - Completion of MeF Administrative Duties
- Design - Design Site Specific Extensions
- Build

- Build and Unit Test Site Specific Extensions
 - Develop ERO Manual
- Implement Technical Architecture
- Testing
 - Test Preparation Activities
 - Execute System Test
 - Execute Performance Test
 - Support NHDRA User Acceptance and ERO Test
- Documentation
- Training
- Production Implementation
- System Warranty

Project Management

RSI understands that effective project management is essential to successfully delivering MeF for the NHDRA. Implementation of MeF requires coordination of multiple activities and resources - both technical and business. RSI has included a Project Management plan that spans the length of the project. The purpose of this task is threefold:

- Provide the necessary oversight and coordination of all project tasks and resources to ensure both timely and quality delivery.
- Provide weekly status reporting, which is critical to achieving timely delivery.
- Ensure that critical project management deliverables (e.g., Change management, Risk management, etc.) remain organic documents that are actively managed.

Discovery: Requirements Confirmation

The first step toward delivering an MeF solution that meets the NHDRA's business and technical needs is execution of a Requirements Confirmation task. The MeF requirements that the NHDRA has identified are in Section III Responses to Requirements and Deliverables. These requirements will serve as the basis for the Requirements Inventory. RSI and the NHDRA will review and validate these requirements, confirm any assumptions, identify issues and provide any necessary clarifications. If necessary, RSI will also suggest additional requirements based on our MeF implementation experience.

Discovery: Technical Architecture Review

RSI's MeF technical architect and the NHDRA's technical staff will review the RSI recommended configuration and NHDRA's infrastructure to identify any potential gaps. The outcome of this review will be a finalized technical architecture along with the specifications for any required hardware that needs to be purchased by the NHDRA to support MeF for Business Tax.

Discovery: Complete MeF Administrative Tasks

Based on RSI's knowledge of MeF and our work with the TIGERS committee, RSI understands that there are a variety of administrative tasks that the NHDRA needs to complete to participate in MeF. Most of these tasks have already been completed with the initial MeF implementation so only minimal administrative tasks need to be confirmed. The following is a list of these activities:

- Remit FTA Registration Payment
- Confirm MOU for Corporate tax type
- Register new corporate system with IRS
- Confirm currency on Digital Certificate

The NHDRA is responsible for confirming and completing the list of MeF administrative duties and remitting the applicable fees. RSI recommends that, if possible, the NHDRA move forward with the Administrative Tasks prior to the project beginning.

Design Site Specific Extensions

RSI's COTS MeF solution includes both licensed software and site specific plug-ins/extensions. The licensed RSI MeF Gateway module and RSI MeF Viewer module are the core of the RSI COTS MeF solution. The RSI MeF Gateway provides all communications to/from the IRS for purposes of requesting and downloading tax return data and sending receipts and acknowledgements. RSI regularly maintains this software module to conform to predefined IRS standards and to support IRS messaging. The MeF Viewer provides a forms quality view of the Federal and state tax returns to assist MeF administrators with error resolution.

RSI's COTS MeF solution also includes a Plug-in Architecture to support site specific processing requirements. For example, most agencies have a defined number of business rules associated with their respective forms that the RSI MeF Gateway module will use when validating the downloaded tax return. These business rules are used when the schema validation cannot support the required validation. For example, if the values of two lines on a form need to be added and the total compared to another value, a business rule is required.

In addition, each MeF implementation includes at least one interface with a backend system that posts the downloaded MeF data to each taxpayer's account. The NHDRA implementation includes this interface with the backend Tax System and payment system. The payment interface will export NACHA formatted records.

The business rules, Tax System and Payment interfaces have unique requirements. RSI uses the "Design Site Specific Extensions" task to develop the functional and technical specifications that demonstrate how the requirements that are unique to the NHDRA will be implemented.

Build and Unit Test Site Specific Extensions

RSI will build and unit test those components of the MeF solution that are not part of the MeF COTS software and are unique to the NHDRA. These components include:

- Build NHDRA Business Rule Plug-Ins
- Build Extract to NHDRA backend tax system
- Build Extract to NHDRA Payment System
- Map XML Schemas to NHDRA Fillable PDF Forms/Schedules/Worksheets for Viewing

The RSI MeF Gateway module and the RSI MeF Viewer module are RSI COTS software which have already been successfully implemented and are in production at the NHDRA for the NH DP-10 AND DP-2210/DP2220 tax return.

Build: Develop ERO Manual

NHDRA is responsible for developing and publishing the ERO manual that the Electronic Return Originators utilize for developing their software to comply with the NHDRA schema standards, form validation and business rules.

Implement Technical Architecture

Prior to System Testing beginning, RSI will install and configure all software necessary to support MeF for the NHDRA. RSI will assist the NHDRA in setting up the MeF environment. After the Testing and Production environments are established, RSI will conduct a series of tests to confirm that the environments are operational and ready for MeF execution.

Testing: Test Preparation Activities

RSI will develop test plans for System Testing. The System Test plan will include test scripts that focus on individual scenarios with a given software component. RSI will collaborate with the NHDRA to develop the User Acceptance Test (UAT) scripts. RSI will provide the aforementioned items to the NHDRA for their development of UAT plans. Both the System Test and the UAT scripts are cross-referenced to the Requirements Inventory to ensure that all requirements are included.

Testing: Execute System Test

The two primary goals of the System Test are:

- Verify that the MeF software has been correctly installed on-site at the NHDRA in the Test environment.
- Confirm that the application is fully operational and ready for User Acceptance Test.

To meet these goals, the application undergoes a series of tests that focus on individual scenarios within a given component. Through the successful testing of these individual scenarios, the System Test confirms that the application is ready for User Acceptance Test. Regression testing is incorporated into the System Test process through retesting of scripts that do not pass without an exception and retesting of scripts that are associated with a failed script.

Testing: Execute User Acceptance, Performance and ERO Test

Upon completion of the System Test, the User Acceptance and Performance Testing activities commence. UAT focuses on the execution of the developed business scenarios. Successful execution of these scenarios demonstrates that the application is ready for production. The business scenarios are documented in the form of test scripts. These test scripts are cross-referenced to the Requirements Inventory and address one or more requirements. Regression testing is incorporated into the User Acceptance Test process through retesting of scripts that do not pass without an exception and retesting of scripts that are associated with a failed script. Performance tests focus on simulating actual expected production volumes.

During the UAT, the NHDRA can also test with Electronic Return Originators (EROs). If the NHDRA can coordinate the receipt of test files from a single ERO (preferably one of the larger EROs, such as H&R Block or Intuit) that conform to the defined XML schemas and business rules, these files can be used during User Acceptance Testing. RSI will assist the NHDRA with testing a single ERO's test files to position the NHDRA to have at least one ERO approved for submitting MeF returns when the system goes live. RSI will help the NHDRA troubleshoot issues that arise and make updates based on NHDRA feedback.

Once the UAT is complete, RSI will support the NHDRA during ATS test execution. RSI will help the NHDRA troubleshoot issues that arise that pertain to the MeF product.

Documentation

RSI understands that quality documentation is a key component to successful knowledge transfer and enabling the NHDRA to properly administer and effectively use the MeF solution to support Business Tax returns. RSI will update the MeF Documentation with the site specific information. This documentation will also include the final remediated results of code review.

Training

Based on experience developing and implementing our MeF solution, RSI clearly understands the training necessary to use and to support our solution. RSI has developed an MeF training syllabus and the corresponding training materials that include the necessary end-user guides. RSI will update these materials, as necessary, to include the specifics related to the Business Tax forms processing. RSI provides onsite Instructor-Led Training (ILT) to transition the knowledge of the MeF solution. RSI has responded to the NHDRA's training requirements in Topic 12 - User Training Approach.

Production Implementation

Following a successful UAT and completion of all training and documentation, RSI will meet with representatives from the areas of the organization whom the transition to MeF will impact to confirm production go-live readiness. RSI will review an MeF "go-live" checklist, which will have been updated with applicable site-specific items, with the representatives. Once all items on the MeF "go-live" checklist are complete, the application updates are migrated to production to begin accepting returns from those EROs that the NHDRA has approved.

System Warranty

For a period of 90 days following formal System Acceptance, RSI will warranty the MeF solution, which includes the licensed MeF software and the custom "plug-ins"/extensions required to support site-specific processing.

- Provide one or more feasible Implementation plans. For each plan provided:
 - a. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
 - b. Discuss cost implications of the plan, including implications on maintenance fees; and

RSI Response:

RSI has detailed its recommended implementation approach above. In Section IV, D3-4, Topic 23 - Workplan, RSI details the workplan that reflects the above approach, including:

- Project activities
- Milestones
- Assumptions (affecting timeframes and cost)

Having implemented the MeF solution for Interest & Dividends for NHDRA, we clearly know what implementation approach will work best for the NHDRA. For this project, we will follow an implementation plan that mirrors, as appropriate, the prior implementation approach, modified as may be appropriate to achieve project success. Costs associated with this approach, including maintenance fees, are reflected in the cost proposal.

- c. Address the level of risk associated with the plan.

RSI Response:

RSI has successfully implemented our COTS MeF solution for eight revenue agencies, including the NHDRA Interest & Dividends implementation. Based on these successful implementations, RSI has identified potential problems in Table IV-2, that may be encountered during the project, along with proposed solutions. Since RSI conducted the Interest & Dividends MeF project, we have an excellent perspective of the risks areas that may be encountered and know how to avoid, mitigate and resolve. As such, selecting RSI as the integrator for this project serves to greatly reduce the overall project risks.

Table IV-2: Potential Risks During the Project and Proposed Solutions

Potential Risk	Proposed Solution
Client Resource constraints that could impact schedule.	Provide a staggered approach tax type development to reduce “big bang” impacts.
IRS implements modifications during the course of the project.	RSI will monitor IRS updates to the core WSDL that would impact the Gateway module. RSI will develop a new release and execute the applicable regression tests to confirm proper execution.
NHDRA may not have access to large enough amounts of data for testing.	RSI provides a mock interface tool that makes it easy to create test submissions without relying on the IRS Gateway.

To assist the State in evaluation of the Implementation Plan or plans discussed, include:

- a. A listing of modules that constitute the proposed Software;
- b. Identification of modules that should be considered “core;”
- c. Identification of modules that are neither required nor proposed to satisfy State requirements; and
- d. A general description of functionality contained in each module.

RSI Response:

As discussed above, RSI proposes configuring NHDRA's current MeF solution to support business tax returns. **There are no additional software modules that need to be implemented.** A full description of RSI's COTS MeF software (including modules and functionality) is provided in D-1 Proposed Software solution, Topic 0 - Description of Solution.

The NHDRA currently has the following COTS Licensed Software (core modules):

- MeF Gateway module
 - Communicates directly with the IRS MeF platform to download returns and deliver receipts and acknowledgements
 - Plug-in Architecture, enables NHDRA specific business rules and integration with backend tax processing and image archive system
- MeF Viewer module
 - Provides a forms-quality view of both the Federal and New Hampshire tax return
- MeF Database
 - Provides an open data model that allows functional and reporting extensions and ability to take advantage of native database backup and recovery options
- Transmitter Tool
 - Enables the NHDRA to act as an Electronic Return Originator/Transmitter and conduct end-to-end testing of the MeF solution, from submission of the return to

the IRS to downloading the submission from the IRS, validating it and posting it to the backend tax system

- Report Queries
 - Standard set of queries that are used to produce detail and summary reports in the NHDRA's reporting tool

Identify the Implementation Plan used as a basis for the cost Proposal.

RSI Response:

RSI used the sole implementation plan recommended above as the basis for the cost proposal.

Topic 15 – Testing

Response Page Limit: 6 – Appendix Required

- Describe your testing methodology and include a proposed Test Plan.

RSI Response:

Based on industry best practices and experience deploying RSI's COTS MeF solution, RSI's testing methodology encompasses multiple forms of testing leading up to deployment. Figure IV-4 shows each of the planned test phases and their relationship to one another. The following is a brief description of each planned test phase for the MeF implementation.

- During Unit Testing, configuration analysts work with functional analysts to create and execute tests at the code and unit level which ensure that individual MeF validation and file creation plug-ins, as well as the underlying product configurations, are functioning properly. This testing must be successfully completed before the code and configurations integrate with the rest of the application for entry into System Testing. These tests are performed by the developers in RSI's Solution Center.
- The System Test phase includes performing a standard set of MeF tests which are provided with each installation. Where necessary, the tests are tailored to the specific needs of the client deployment. RSI executes these application tests. These tests verify that:
 - All functions of the system work as designed
 - All processes work together as intended
 - The system is ready for User Acceptance Testing
- Performance Testing is also performed in conjunction with the System Testing. The outcome of the performance test indicates which areas of the MeF system require additional modification to meet processing requirements.
- User Acceptance Testing, which is led by the NHDRA and supported by RSI, completes the testing effort. This approach concurs with the approach designated by the NHDRA in Appendix G-1 – Testing and Acceptance. User Acceptance Testing provides the NHDRA the opportunity to test the configured MeF solution in a production-like manner. The NHDRA can utilize any of the tests that were created in the previous test phases and may choose to create additional tests for UAT. The RSI team works on-site with the NHDRA during UAT planning, test creation, test execution, defect logging and retests to ensure a successful UAT phase. During this phase, the NHDRA also performs ERO testing, supported by the RSI project team.

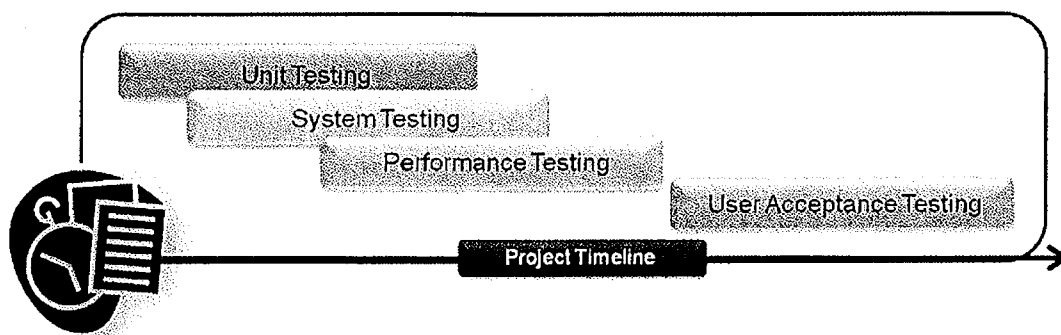


Figure IV-4: Planned Test Phases

RSI's testing methodology encompasses industry best practices providing a quality-managed deployment and final solution.

Thorough MeF end-to-end testing is executed from submission download from the IRS, to submission validation and rejection, to return viewing, to extract file creation and backend tax system posting.

The System Test phase results provide the NHDRA with the empirical evidence for approval to move to the User Acceptance Test phase.

- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?

RSI Response:

RSI's test methodology for MeF includes segmenting the work into logical sections when completing System Testing and when delivering modules to NHDRA for User Acceptance Testing. The three logical sections of work include schema development, PDFs and exports. The schema development work will include the associated business rules for a specific tax schedule so that users can verify that the inbound submission is accurate and valid. The PDF development work allows a tester to verify that the information received from the taxpayer can be viewed in the MeF application. A user can also verify that the submissions are triggering the correct business rules based on the inbound submission. Export testing ensures that the taxpayer data is sent to the proper external systems. Submissions need to be split so that return information is sent to the backend tax system and payment information is sent to the payment system.

RSI recommends that the NHDRA allocate four weeks of testing time per tax schedule, although this does not mean tax schedules need to be executed in series. The first five to eight business days should be spent creating the required test data and verifying the data against the approved schemas. The remaining testing time should be spent executing test cases and verifying that the end-to-end electronic filing process passes the NHDRA's test scenarios.

- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?

RSI Response:

JMeter will be used to perform automated GUI and stress/performance testing. The RSI MeF solution Mock Testing facility and Transmitter tools will be used for submitting returns.

- What support will be provided to prepare State staff during Acceptance testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?

RSI Response:

The RSI team works on-site to support the NHDRA conduct User Acceptance Testing. RSI's support will focus on accomplishing the following activities regarding System and User Acceptance testing. Produce NHDRA-tailored test cases and test procedures to implement the MeF solution. Specify the overall

system and acceptance test pass/fail criteria and reaching agreement on these criteria. Develop a schedule to accomplish testing activities within project constraints and resources.

The NHDRA test team members will be prepared for their portion of testing by working with RSI team members in the Requirements and Design sessions. The preparation tasks for System Testing and User Acceptance testing include the creation of the Requirements and Design documents, and understanding the information being submitted on each of the tax schedules.

RSI will review the Technical architecture with the NHDRA. If any changes are needed, they will be documented.

- Based on experience in similar Projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other Projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar Projects, is it sufficient? (Provide information from other Projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?

RSI Response:

Based on similar MeF projects, the NHDRA can expect some of the following types of defects:

- Schema definition issues, usually on proper constraints and number types
- Business rule false positives and missed conditions in complex conditions or misunderstood specified requirements
- Mapping issues of submission data to PDF
- Formatting issues with data to mapped PDF
- Export mapping issues

RSI has used its experience on similar MeF projects, specifically the NH DP-10 AND DP-2210/DP2220 implementation, to schedule the appropriate amount of time for testing activities in the workplan submitted with this proposal (Topic 23 - Workplan).

- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?

RSI Response:

RSI will analyze suspected defects on a daily basis. Test leads will use the following defect classifications:

- Critical – Indicating that due to this defect, majority/all of system is non-operational (e.g., cannot download a submission)
- High – Indicating that due to this defect, a component of system is non-operational but remaining functionality is working (certain business rules validation is failing, or a particular report cannot be generated)

- Medium – Indicating that a particular feature is not working as designed but there is a viable workaround. (e.g., data not formatted correctly for an optional field of a schedule that is not used for back-end processing)
- Low – Indicating cosmetic change (e.g., spelling mistake of a field name)

Once confirmed and classified, defects will be corrected in three to five business days, depending on the defect severity.

- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification and prioritization of Defects?

RSI Response:

JMeter will be used to perform automated GUI and stress/performance testing. Microsoft Excel will be used to document and track the status of suspected defects. These tools will be turned over to the NHDRA after the project is completed. The NHDRA will play the primary role in the classification and prioritization of defects.

- Will System performance be measured and documented using the State's infrastructure and data? If yes, how?

RSI Response:

Yes. The RSI McF solution mock testing facility and transmitter tools will be used for submitting returns and to test the performance of the hardware infrastructure.

Provide a sample User Acceptance Test Plan from a completed Project as an appendix.

RSI Response:

RSI has provided a sample User Acceptance Test Plan in Appendix D.

APPENDIX G-2 TESTING AND ACCEPTANCE REQUIREMENTS

G-1.1 Test Planning and Preparation

...

RSI Response:

As a part of the Testing phase, the RSI project team will perform Test Preparation Activities that include the creation of test plans (detailed above in response to Topic 14 - Project Execution) to guide testing.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in Terms of effort and duration.

RSI Response:

The RSI project manager will create and maintain a project workplan that represents the effort and duration of the project activities described above in Topic 14 - Project Execution, including testing.

Vendors must disclose in their Proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

RSI Response:

RSI has listed the workplan assumptions that apply to the project activities (including testing) in Topic 23 - Workplan.

G-1.2 Testing

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.

RSI Response:

User Acceptance Testing, which is led by the NHDRA and supported by RSI, completes the testing effort. The approach described above (in response to Topic 15 - Testing) concurs with the approach designated by the NHDRA in Appendix G-1 – Testing and Acceptance. The project workplan submitted with this proposal also reflects the testing methodology and scheduling requirements outlined in the appendix.

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

Unit Testing

System Integration Testing

RSI Response:

RSI has described its testing methodology above in response to Topic 15 - Testing. This section describes RSI's approach to Unit Testing and System Integration Testing.

Conversion/Migration Validation Testing**RSI Response:**

Conversion and Migration Validation Testing do not apply to the NHDRA's expansion of MeF functionality. The current implementation will be used as is, so no conversion is required.

Installation Testing**RSI Response:**

The RSI MeF solution mock testing facility and transmitter tools will be used for submitting returns and testing and testing the performance of the hardware infrastructure.

User Acceptance Testing (UAT)

RSI Response:

RSI has described its testing methodology above in response to Topic 15 - Testing. This section describes RSI's approach to User Acceptance Testing.

Performance Tuning and Stress Testing

RSI Response:

The RSI solution stress and performance testing approach is in line with the NHDRA's testing methodology. For GUI stress/performance testing we have proposed the open source JMeter test tool (<http://jmeter.apache.org/>). For Gateway testing, the mock submission capability will be used for stress testing of the infrastructure.

Regression Testing

RSI Response:

RSI's approach to regression testing is in line with the described testing methodology. RSI provides regression testing during system test, supports UAT regression testing, and addresses software defects found in the NHDRA product implementation.

Security Review and Testing

RSI Response:

RSI's approach to Security Review and Testing is in line with the NHDRA's described testing methodology. RSI has provided responses to the NHDRA's Security Review and Testing requirements in Section III - C2 - Testing.

Topic 16 – Migration Strategy**Response Page Limit: 3**

The State will evaluate the degree to which the Vendor will ensure that data conversion is effective and burdens State staff to the minimum extent possible.

- Provide recommendations for assessing Data quality and conducting Data cleansing prior to migrating existing MeF returns in to the new System.
- Also, address procedures for populating the initial production Database and Data transfer procedures. Distinguish between State and Vendor roles. Discuss approach for dealing with incomplete records. References to approaches employed successfully in other Projects should be provided where appropriate.

RSI Response:

No data migration is required because the current NHDRA MeF is an RSI MeF solution. The RSI MeF solution will build upon NHDRA's current MeF implementation.

Topic 17 – Environment Setup**Response Page Limit: 2**

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

- Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the COTS Software System, including all necessary training.

RSI Response:

NHDRA minimally requires a desktop development system, a QA test system, and production environment and disaster recovery environments. RSI will work with the NHDRA to define requirements and review performance of existing implementation to determine an appropriate technical architecture.

- The State believes that additional Software License fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

RSI Response:

The RSI MeF solution is licensed based on tax categories, not on the number of environments. Third-party products may require additional expense for environments, such as operating systems, databases, and ActivePDF toolkit libraries.

D3.4 Project Management Competence**Topic 18 – System Acceptance Criteria****Response Page Limit: 6**

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State maintenance.

- Propose measurable criteria for State final Acceptance of the System. Discuss how the proposed criteria serve the interest of the State.

RSI Response:

RSI proposes to repeat the System Acceptance Approach successfully used during the 2014 MeF DP-10 AND DP-2210/DP2220 implementation, where the NHDRA signed off on the system after ERO testing. In this approach, the measureable criteria for acceptance include:

- Technical architecture that has passed NHDRA required testing
- Updated technical architecture documents
- Updated MeF software documents
- Completed training
- Successful UA Testing

This criteria allows the NHDRA to confirm that it is ready to accept the MeF solution and go live. Once ERO testing is completed and the RSI project team has addressed any issues found in testing, the RSI project manager will seek system acceptance from the NHDRA project manager in order to move to production.

Topic 19– Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

The State will evaluate the degree to which Project reporting will serve the needs of State Project Leaders.

- The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:
 - **Introductory Meeting:** Participants will include Vendor Key Project Staff and State Project Leaders from both the Department of Revenue Administration and the Department of Information Technology (DoIT). This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - **Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - **Status Meetings:** Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least <BIWEEKLY>, will address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.
 - **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a WEEKLY basis, in accordance with the Contract.
 - **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
 - **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

RSI Response:

RSI is responsible for project management and project communications, working in collaboration with the client's project manager and project management team. Our project managers are well-versed in how to ensure the client is receiving the necessary details on the health and viability of each and every project.

An Introductory meeting will be scheduled for the NHDRA MeF project. RSI leadership (including the project manager, the lead business analyst, and the technical lead) will meet with NHDRA leadership (including the project sponsor(s), the business lead, the DBA manager, the server manager and the technical architect) to discuss the timeline and key milestones for the project.

During the first week of the project, the RSI team will schedule a kickoff meeting to bring together all key parties who will participate in the project. This kickoff meeting will review the roles and responsibilities for the key stakeholders, discuss the project schedule and key milestones, review the anticipated outcomes of the project, and answer any questions from any parties involved in the project.

Weekly status meetings will be used to provide a health check for the project. All project sponsors and executives will be included on the meeting invitation to ensure that the necessary communication channels remain open. Prior to the status meetings, the RSI project manager will meet with the NHDRA project manager to update the project work plan and to prepare and agree on the meeting materials.

The weekly status meetings will focus on open risks, open issues, potential scope/schedule impacts, and the work completed since the last meeting. A review of the up-to-date project work plan and project status report is incorporated into this meeting to show the project's key performance indicators and to make adjustments for the Schedule Performance Index and Cost Performance Index. Recommendations will be made in the weekly status meetings related to scope and schedule changes. A separate weekly status meeting will be scheduled with all project participants to review the project's progress at a more granular level.

Special ad hoc meetings with the necessary RSI and NHDRA parties can be set up to address any issues which require immediate attention prior to the next scheduled status meeting.

An Exit meeting will be held at the conclusion of the project. This meeting will be used to verify that the required components of the project have all been signed off by the Project Sponsor(s); the team reviews and understands the lessons learned which were documented over the course of the project; and RSI confers with NHDRA about next steps for future initiatives.

The State expects the Vendor 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 a Vendor responsibility.

RSI Response:

RSI confirms that it is RSI responsibility to maintain the project work plan, produce meeting minutes, prepare the meeting agendas and background documentation and draft formal presentations. As mentioned above, the RSI project manager will meet with the NHDRA project manager to review and update the project work plan on a weekly basis.

Vendor shall submit status reports in accordance with the Schedule and Terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor'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. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
 - b. Deliverables status
 - c. Accomplishments during weeks being reported
 - d. Planned activities for the upcoming two (2) week period
 - e. Future activities
 - f. Issues and concerns requiring resolution
 - g. Report and remedies in case of falling behind Schedule
- Describe the process that will be employed. Be sure to cover the following:
 - Timing, duration, recommended participants and agenda for the kickoff meeting;
 - Frequency and standard agenda items for status meetings;
 - Availability for special meetings; and
 - Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another Project. Names of the Project and of any individuals involved may be removed.

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

Weekly status meetings are needed to ensure that RSI and the NHDRA are moving together, in stride, on implementing a successful project. RSI provides status reports which show the project team's accomplishments from the past week, while also looking forward to the following two weeks. This approach gives a short-term view of the health and status of the project.

Some key metrics which appear in the status report include: project status/health, the status of each remaining deliverable, a synopsis of each remaining deliverable, the team's objectives for the next two weeks, any open risks/issues and any required remediation steps. In the attached Project Status document (Appendix E - Sample Project Status Report), NHDRA can review an example status report which RSI delivered during the implementation of the Interest & Dividends MeF solution. RSI agrees to confirm the status report format with the NHDRA at the beginning of the project.

Topic 20 – Risk and Issue Management Response Page Limit: 3

- Provide proposed methodologies for risk and issue management. ...

RSI Response:

The following are RSI's proposed methodologies for risk and issue management. Both were successfully employed during the NHDRA's Interest & Dividends MeF project. RSI's response to Topic 19 - Status Meetings and Reports details the key performance indicators that RSI uses to monitor project progress and status.

Issue Management

The purpose of issue management is to reduce the overall delivery risk of the project by anticipating, identifying, assigning and tracking issues such that project activities can proceed as planned and, where necessary, task planning can be adjusted to reflect the resolution of issues.

The term “issue” is used to refer to key questions that require an answer, points of coordination between task areas within the project, potential barriers to successful execution of project tasks, or actions that are required to be taken (or that may have an impact) outside the boundaries of the project. An “issue” is not necessarily a “risk.” Another way to put this is that an issue is nothing more than a key decision that has not yet been made.

Issues represent a decision/action point in project planning where the outcome of the decision/action may result in a change to project scope, schedule, or resources and, as such, may have an impact on project task planning.

The essential elements of an issue, in order to facilitate appropriate issue management, include a clear definition, understanding of the potential impact, an assigned owner for resolution and a due date for resolution. The due date must allow for an escalation process in the event that resolution of the issue encounters barriers. The escalation process and timing must allow for increased attention on an issue, up to project sponsor level, without impacting delivery dates.

Figure IV-5 below, shows the general timeline within which issues and actions must be resolved.

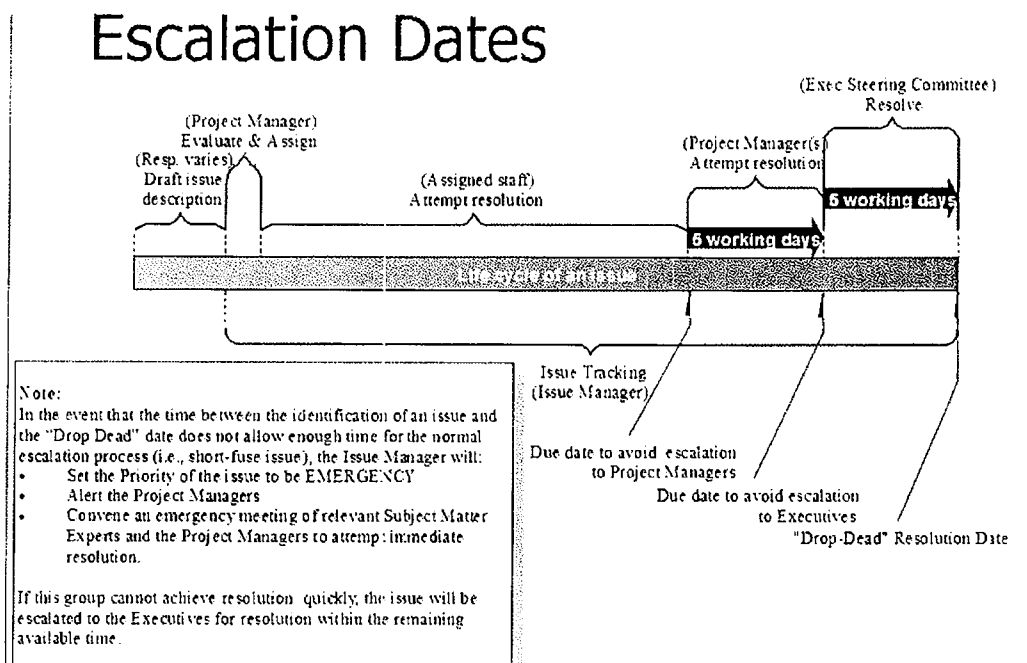


Figure IV-5: Escalation Timeline

The process shown in the diagram implies roles and responsibilities which are embedded within the project management roles and responsibilities to be shared by the NHDRA and RSI. For each issue or action identified, the key outcome of issue management is a clear definition, authority and accountability for closure, and a schedule for closure that minimizes project schedule impact. Where project schedule impact is inevitable, the outcome of effective issue management feeds into the task planning process.

The issue log will serve as the vehicle for entering and tracking issues, along with their assigned owners, escalation due dates and resolutions. This information will be reported by the RSI project manager at weekly status meetings. Any issues that are elevated to risks will be handled by the risk management process described below.

Risk Management

RSI works closely with each client to develop risk management plans that adhere to each agency's own risk management policies and procedures. By understanding the NHDRA's standards through the Interest & Dividends MeF engagement, RSI will customize the risk management plan to correctly identify risks, perform qualitative and quantitative risk analysis and develop an appropriate mitigation strategy. The risk mitigation strategy includes a clear articulation of the potential barriers, the impact on planned work or outcomes, and an actionable set of steps to reduce the probability of the barriers, reduce the impact, or both. Once the risk plan is created, RSI regularly performs risk audits and reviews that confirm all risk mitigation actions are agreed, planned and implemented correctly.

In the context of this project, RSI will meet with the NHDRA project manager and sponsors at the outset of the project to conduct an initial risk assessment. The purpose of this meeting is to collectively, as a management group, identify and document the initial project risks. These risks will be recorded in a Risk Response Matrix. The purpose of the Risk Response Matrix is to centralize the reporting and tracking of project risks. Throughout the project, the RSI project manager will continue to maintain the Risk Response Matrix through observations made by both RSI and NHDRA project team members. Ongoing monitoring tasks, including monthly reviews of all identified project risks, are critical steps in managing risk. In these reviews, all risks will be updated to reflect new developments, mitigation actions and next steps. Updates will be provided to the group at project meetings. Additionally, periodic risk assessments will be performed by a senior level RSI executive(s) during Delivery Quality Assurance (QA) reviews.

A sample of the Risk Response Matrix is shown below in Figure IV-6. It illustrates how RSI takes an action-forward approach to identifying, tracking and mitigating potential barriers to project success. As shown, each risk is described, categorized and coded with a color – red, yellow, or green – to indicate the level of severity. For this reason, the Risk Response Matrix is sometimes referred to as a Risk Stoplight Report. A “red” risk is one that threatens overall project success and requires daily attention. A “yellow” risk threatens the success of a major deliverable and also requires daily attention, as warranted. A risk that has been identified, but is being successfully addressed at the moment, is considered “green.” “Green” risks should be reevaluated periodically.

The most important part of the Risk Response Matrix is the “Mitigating Action” section. Risks must not only be identified, but actionable plans to mitigate those risks must be put in place. To ensure a proactive approach to managing risk, each mitigating action is assigned an owner and a due date for completion. The project manager holds the team accountable for following through on all mitigating actions, and keeps the Risk Response Matrix up-to-date as new developments arise.

RISKS & MITIGATION

No.	Risk Title	Description	Category (Tech/Project)	Mitigating Action (what action needs to be taken)	Owner who is accountable	Date Due firm date due
1	System Performance	The new solution must meet online and batch performance and throughput requirements, and provide overall system performance equivalent to batch.	Technology	ditto ditto		
2	Unproven Solution	The degree to which the development and implementation of the new solution relies on unproven technologies, software, or methods increases the likelihood of system failure, rework, overruns, and/or schedule delays.	Technology	(what action needs to be taken) ditto ditto	who is accountable	firm date due
3	Quality of Code	Code translators and generators produce inefficient code that is difficult to support. Poor software code increases the likelihood of system failure.	Technology	(what action needs to be taken) ditto ditto	who is accountable	firm date due
4	Production Issues - system	The reengineering project involves a multiple migration of the system into production on the new platform. It is possible that if the migrated system has significant software bugs, the project team could experience production issues and fail to deliver releases.	Technology	(what action needs to be taken) ditto ditto	who is accountable	firm date due
5	Availability of Resources	Complexity of legacy app, it is very difficult to find enough knowledge to outside staff in order to free up senior client staff. Senior staff members could get pulled into emergency situations, adversely affecting the project.	Project	(what action needs to be taken) ditto ditto	who is accountable	firm date due
6	Vendor Performance	The project will rely heavily on outside resources. The inability of vendors to provide adequately skilled and experienced staff could lead to poor quality, delays, missed milestones, and/or cost overruns.	Project	(what action needs to be taken) ditto ditto	who is accountable	firm date due

Preliminary cut at identifying mitigating actions, owners & due dates is done early, then updated as agreed in the review.

Risk threatens overall project success; requires daily attention by Project Manager and weekly updates on status and mitigation strategies with overseeing Director & project sponsor

Risk threatens successful delivery of a major deliverable; requires regular attention by Project Manager and updates on status with overseeing Director & project sponsor as warranted

Risk has been identified but successfully addressed at the moment; requires regular reevaluation by Project Manager

Figure IV-6: Risks and Mitigation

Topic 21 – Scope Control**Response Page Limit: 2**

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another Project.

RSI Response:

RSI's approach to scope control incorporates the following: Scope Management, Cost and Schedule Management and Change Control Management. RSI employs this approach as a standard practice in all client engagements. Recently this approach was put in practice in the successful implementation of NHDRA's Interest & Dividends MeF project.

Scope Management

The Scope Management section of the Project Management Plan (defined in Appendix E - RSI Project Management Approach and Deliverables) describes how the key goals and objectives of the NHDRA will be managed and how agreed-upon changes will be incorporated into the project deliverables. A clearly defined project scope provides a baseline to measure progress against a known final objective of the project. Proposed changes are handled through the documented change control process, which ensures changes are managed effectively. The project management team will be responsible for managing project scope defined during the Project Initiation phase of the project. All approved scope changes will be documented and communicated to all project stakeholders and project team members impacted by the scope change.

Cost and Schedule Management

RSI is focused on meeting the key goals and objectives of the NHDRA on budget and on schedule. In order to ensure timely delivery on all phases of the project, a key aspect of cost and schedule management is the need to manage the overall project effort to the work plan. During each phase, the project effort will be reviewed to reconfirm that the effort and schedule are in line with the baseline plan. If a discrepancy is identified, RSI will work with the NHDRA to identify and evaluate potential tasks and approaches to see if they can be modified in order to maintain the project effort and schedule.

Change Control Management

RSI has established a comprehensive change management, or change control, approach as a standard practice in all of our client engagements. With consideration for the particular needs of the NHDRA, the approach and management process proposed for the project are as follows:

- Change request is identified and logged.
- RSI responds to NHDRA requests for changes by providing a description of the scope of the change, details/impact of the change, work estimates and cost to the client.
- Impact of the change is assessed with respect to implementation timeline, schedule and resources.
- Change request is evaluated and if approved, the NHDRA executes a Change Order once the description of and specifications for the change, as well as any equitable adjustments that may be needed to be made in RSI's fee or the schedule for the work, as has been agreed. Assessment of the "ripple effect" of the change, as it may impact other aspects of project work, will be conducted prior to final agreement to proceed with the change.

- Work associated with the change is scheduled and worked.
- Once work effort is completed, the change request is validated and signed-off.

A depiction of RSI's Change Management process is presented below in Figure IV-7.

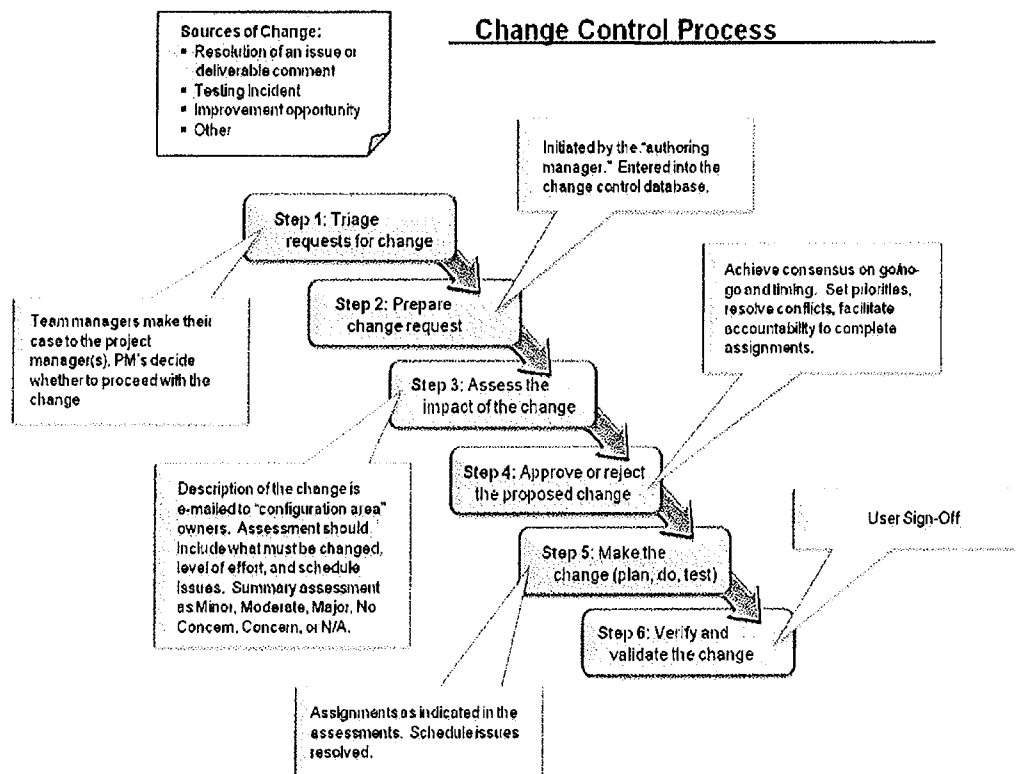


Figure IV-7: RSI's Change Management Process

Any change requests that require modifications to the baseline MeF COTS application will be developed by RSI's Solution Center under configuration management and delivered to the project site. These changes will then become part of the base COTS software and available as part of future versions of the software. It is assumed that changes to other parts of the proposed solution (e.g., local customizations) will be managed as part of the process currently in place to accommodate those types of changes. In addition, those changes would be managed under the configuration management process already in place.

Any changes to business rules, configurations or forms after initial implementation as a result of NHDRA requests or external factors may have an impact on schedule, business processes and resources. Therefore, these changes will also go through the change management process during the project to ascertain impact and determine the appropriate disposition.

- Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

RSI employed the above approach during the successful implementation of NHDRA's Interest & Dividends MeF project. During this project, RSI established a change control board chaired by the project manager which monitored the requested changes on a weekly basis. Every change control request went through the formal process defined above.

Topic 22 – Quality Assurance Approach

Response Page Limit: 6

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

- The State has identified three categories of Deliverables:
 - Written Deliverables, such as a training plan;
 - Software Deliverables, such a configured software module; and
 - Non-Software Deliverables, such as conduct of a training course.
- Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:
 - Provision for State input to the general content of a Written Deliverable prior to production;
 - The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
 - Testing of Software Deliverables prior to submission for Acceptance testing.

RSI Response:

Ensuring that RSI's clients are completely satisfied with the products and services we deliver is RSI's primary goal. RSI's commitment to quality management is a key component of achieving this goal. The purpose of quality management is to reduce the overall delivery risk of the project by ensuring that project milestones and work products are developed and finalized on schedule and with a sufficiently high level of quality such that overall project objectives are met.

Quality management is an essential and ongoing process throughout the lifecycle of the project and can be considered effectively executed when:

- Project work products build toward and contribute to the overall objectives of the project.
- Contractual obligations for official deliverable review and acceptance are met for each payment milestone deliverable.
- Work is executed according to plan; stakeholder expectations for deliverable quality and content are met.

As described above, delivering quality is embedded in every activity and task that RSI undertakes as part of a project. An important factor in achieving consistently high quality project results for our clients is making client review and feedback of all deliverables a key component of our projects. Furthermore, making this a collaborative process helps to ensure project success, minimizing the risk of finding out too late that key NHDRA needs have been missed, or misunderstood.

RSI's QA team, headed by the RSI Project Advisor, will occasionally ask to meet with the NHDRA project sponsors to ensure RSI is delivering quality. The RSI Project Advisor will have access to RSI executives to further ensure that company resources can be mobilized as may be required.

The approval process for deliverables will differ depending on the type of deliverable – written, non-software or software. In the case of documentation, the RSI team will leverage baseline product documentation that has passed internal review, make site-specific modifications and perform an internal review, prior to submitting the deliverable to the NHDRA.

RSI will deliver each document to the NHDRA project manager, who will distribute the document to additional NHDRA personnel, as necessary. The NHDRA will have a specified time period to review the document. The review and revision process is expected to be a collaborative process to ensure that the documents meet expectations as defined in the deliverable acceptance criteria.

For software deliverables, RSI will deliver the fully Integration Tested transformed source code for Acceptance Testing. Upon successful completion of UAT, the NHDRA project manager will typically indicate acceptance by signing an acceptance memo prior to any live operations.

For non-software deliverables, such as training, RSI will work with NHDRA to ensure that the users understand the components of the system and how to resolve open issues. Similar to the software deliverables, RSI assumes that an acceptance criteria document will be created and signed to verify that NHDRA has approved of the deliverable.

Topic 23 - Work Plan

Response Page Limit: None –

The State will evaluate whether the Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project management "best practices" and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan.

- The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - All assumptions upon which the Work Plan is based;
 - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - Assignments of members of the Vendor's team identified by role to specific tasks; and
 - Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan, at a minimum WEEKLY and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

RSI Response:

RSI's COTS Software Implementation Methodology has been refined over the course of more than 250 successful projects and 19 years of experience, specifically in the tax and revenue industry. RSI's COTS Software Implementation Methodology ensures that project phases are completed on time, on budget, and that our client's goals and objectives are met every time.

RSI's COTS Software Implementation Methodology recognizes that a successful project implementation is dependent on meeting the requirements of the NHDRA. The methodology is divided into phases that focus on delivering a fully configured system meeting, and often exceeding, NHDRA's needs. Each phase contains artifacts and milestones that help with quality and consistency throughout the project.

RSI's COTS Software Implementation Methodology is based on methodologies that are prevalent in COTS implementations across the IT landscape. It also takes full advantage of prior implementations whereby items created during previous implementations are available as examples and individuals bring to bear their experiences.

RSI's COTS Software Implementation Methodology purpose is to complete project phases on time and on budget and to support the Project Team to produce quality deliverables. Our COTS Software Implementation Methodology is a framework that is used to manage and deliver all the aspects of the project. At the same time, it incorporates the flexibility necessary to address the NHDRA's specific needs. The methodology utilizes repeatable processes (within and across phases), with a focus on iterative interaction with NHDRA personnel that produces expected results.

The primary tasks associated with the project are as follows:

- Project Management

- Discovery/Requirements – All tax schedules
- Functional and Technical Design – All tax schedules
- Build
 - Proprietorship
 - Fiduciary
 - Partnership
 - Corporate
 - Combined Filers
- System Testing
- Deployment/User Acceptance Test
- Implementation

The following list of assumptions has been included in creating the workplan.

1. All tax schedules will be implemented in 2016 as part of a phased approach, whereby the tax schedules are staggered for implementation (Corporate, Partnership, Proprietorship, and then Fiduciary/Combined Filers).
2. The RSI team will create one Requirements document and one Design document across all tax schedules.
3. If additional infrastructure expenditures/investments are required, including the need for additional storage, all such costs will be borne by NHDRA.
4. NHDRA will provide RSI all required PDFs for the forms listed in Requirements for this proposal.
5. To complete the implementation of this project, it is not expected that any EROs or vendors need to have provided test files that conform to the XML schemas and business rules.
6. After work begins, RSI and NHDRA will complete their respective responsibilities such that all work is completed no later than 03/17/16 and the duration of this project does not exceed forty-nine consecutive weeks, unless mutually agreed to extend. The work will be delivered in four phases, segmented by tax schedule.
7. All year-end updates are constructed and system tested on or before 12/14/15.
8. NHDRA is responsible for developing the report layouts for any reports and queries which are executed through a reporting tool.
9. No data conversion is included as part of this project.
10. NHDRA is responsible for executing and completing all User Acceptance testing related to these changes within the defined testing timeframe for the MeF project, supported by the RSI team as described above.
11. RSI will use the TIGERS standards process for generating the NHDRA schemas:
 - The NHDRA schemas will comply with the TIGERS standards
 - The NHDRA schemas will utilize data elements that conform to TIGERS standards
 - The NHDRA schemas will utilize the TIGERS recommended tag names for elements common to most state tax returns
 - The NHDRA schemas will utilize the TIGERS recommended e-File Types for simple and complex XML structures

- The NHDRA will determine the business rules for each form, schedule and worksheet prior to the official begin date of this contract proposal
- The TIGERS Change Control Procedure will be used in the event that one or more of the NHDRA returns/worksheets/schedules requires a change to the TIGERS master schema.

Project roles:

Table IV-3: RSI Project Role and Description of Responsibilities

Project Role	Key	Responsibilities Description
RSI MeF Project Advisor		The RSI Project Advisor is responsible for client satisfaction and overall project success and will primarily be involved through the Project Steering Committee meetings and communication with the RSI Project Manager and other RSI staff. The RSI Project Advisor will also address issues regarding staffing, project scope, contract obligations and critical risk management, as well as advise the Project Steering Committee. The RSI Project Advisor may attend scheduled meetings and will remain engaged throughout the project through regular communication with the RSI project manager and the NHDRA project manager as appropriate. This role is part-time for the duration of the project.
RSI Project Manager	√	The RSI project manager is responsible for project delivery. The primary responsibilities of the RSI project manager include project leadership, work plan development and management, staff management, project financials, issue/risk mitigation and resolution, deliverable acceptance, and client relationship management. In addition, the RSI project manager provides senior level domain expertise in tax and revenue administration and tax processing. The RSI Project Manager also provides guidance for the configuration of the Modernized e-File product with respect to business requirements and how it can be leveraged to maximize return on investment for the NHDRA, meet the stated requirements, and achieve the stated objectives. The RSI project manager will work closely with and support the NHDRA project manager to plan, coordinate, manage, report on project status and will be a member of the Project Steering Committee. The RSI project Manager role is full-time for the duration of the project.
RSI Schema SME	√	The RSI schema SME is responsible for ensuring that the project schema meet or exceed TIGERS standards. RSI has completed MeF implementations at more than eight client sites and has worked closely with the TIGERS committee.
Developer	√	The Project Developer is responsible for the successful completion of all Modernized e-File deliverables related to the tax processing functionality. This position is responsible for all work associated with business rule development, post-acknowledgement plugins, PDF generation, and data exportation. This role is responsible for ensuring that the Modernized e-File product is properly configured and tested prior to implementation, and is responsible for confirming requirements and configuring Modernized e-File prior to

Project Role	Key	Responsibilities Description
		deployment. This position is full-time for the duration of the project.
Technical Architect	√	The Technical Architect will be responsible for the technical architecture, interfaces, system customizations (if required), data security and integrity, and hardware and software installation. The Technical Architect is also responsible for performance test oversight. This position is part-time for the duration of the project.
Testers		Testers will be responsible for assisting the NHDRA to localize test scripts, prepare test data and execute tests. Testers also log defects and work with the assigned developers to retest as needed.

Critical Success Factors (CSFs) will be defined during the initial activities of the project. Typically, the CSFs for an MeF project, include, but are not limited, to the following. Some of these CSFs apply during the contractor selection period, before the project starts:

During the Project:

- Proper level of involvement, and timely participation, by NHDRA personnel
- Quickly escalating and resolving project issues as they arise so as not to unnecessarily delay the project schedule
- Timely installation of any necessary hardware, if required
- Compliance with contractual terms and conditions by both parties
- A commitment by NHDRA to adhere to the jointly developed project schedule
- Timely review of project deliverables by the NHDRA

During Vendor Selection:

- Implementing a solution for the additional tax types that does not disrupt the installed and operational Interest & Dividends system
- Selecting a vendor with proven experience and a proven solution that the NHDRA can trust to successfully implement

V. CORPORATE QUALIFICATIONS

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

RSI Response:

Revenue Solutions, Inc. (RSI) will serve as the Prime Contractor for the Modernized e-Filing project. In this capacity, RSI will be responsible for providing all software and services for the implementation of its MeF solution, with the exceptions of State staff services and any hardware and/or system-level software that will be provided by the State.

RSI, founded in 1996 as a Massachusetts-based S-Corp, has a 19-year history as a successful consulting and software products company focused on tax and revenue administration agencies. RSI's company leadership, business focus, mission and vision are squarely centered on thought leadership and improvements in tax and revenue administration. Since its inception, RSI has delivered more than 250 projects for tax agency customers. RSI is a financially secure and rapidly growing company with 300 current employees, an extensive client base and over 3,500 users of its software solutions, at 30 state, county, and municipal agencies, who rely on our software daily. RSI is a software development and full service IT consulting company that has developed its offerings specifically for the tax and revenue industry. What this means for our clients is that, unlike general system integrator firms or pure software companies, RSI's employees have a deep understanding of tax administration and a passion for improving the way agencies administer tax policy and tax law and the services they provide to their taxpayer populations. RSI's corporate mission is to "Assist revenue agencies to maximize collections, increase compliance, improve customer services and streamline operations through the use of enabling technologies, in particular, integrated tax and compliance management solutions." Many of our employees, including our executive management team, have worked with virtually all installed ITS solutions since 1986, spanning nearly three decades.

Revenue Premier, RSI's flagship software suite of products, was designed and built specifically for tax and revenue agencies. Revenue Premier incorporates four core software product modules that are fully integrated into a single solution: Integrated Tax Processor, Collections Manager, Portfolio Warehouse, and Audit Manager. Not only are these modules fully integrated, but they also all utilize the same shared services (see Appendix I - Revenue Premier Brochure).

As part of its software offerings, RSI offers a COTS MeF software product for the specific purpose of processing electronic tax returns via the IRS MeF platform (see Appendix C - RSI Modernized e-File Brochure). RSI's MeF solution supports all MeF tax types and can be easily extended to support additional tax types as they become available for processing via the IRS's MeF platform. RSI has successfully implemented this MeF solution in eight tax and revenue agencies, including New Hampshire Department of Revenue Administration, Connecticut Department of Revenue Services, Maine Revenue Services, Pennsylvania Department of Revenue, Rhode Island Division of Taxation, North Carolina Department of Revenue, Missouri Department of Revenue and District of Columbia Office of Tax and Revenue.

RSI applies proven methodologies, refined through years of experience in implementing our software solutions at our tax clients, with the following professional services: Project Management and Project

Management Methodologies/Best Practices; Business and Technical IT Modernization Strategic Planning; Business Process Reengineering; Systems Requirements Analysis, Definition and RFP Development; Systems Integration and Large Scale Systems Design, Development, Integration and Implementation (for custom solutions); Integrated Tax System Implementation, Enhancement and Maintenance (for COTS offerings); Compliance Program Analysis & Revenue Generation Studies; Tax Data Warehouse and Compliance Business Intelligence Solutions; Legacy Systems Re-engineering and Re-architecture; Integrated Compliance Management, Collections and Audit Management Solutions; System and Integration Testing; Technical and Functional Training; Business Process and Organizational Change Management; and Training.

RSI's software products are all planned and managed in our Technology Division in conjunction with our Consulting and Sales & Marketing Divisions and are based on client and industry preferences and needs. This ensures that our full suite of products and services are integrated and architected to provide the most effective solutions for our clients. The delivery of the MeF solution for the NHDRA will be handled by the Consulting Division, which is supported by RSI's other corporate divisions – Operations, Sales & Marketing and Technology – each of which is focused on value-added client solutions, delivery assurance and client satisfaction. RSI recognizes the importance of the NHDRA's MeF project and as such, will make sure the appropriate RSI resources are mobilized and made available, as may be required, to deliver the project on-time and within budget. RSI is proud to state that we have worked with numerous government agencies including many state and municipal tax and revenue agencies, the United States Internal Revenue Service (IRS), the U.S. Multistate Tax Commission and the U.S. Federation of Tax Administrators (FTA), and numerous county tax jurisdictions. RSI was recently selected by the Saskatchewan Ministry of Finance to implement Revenue Premier as the Ministry of Finance's next generation Integrated Tax System. This engagement is currently in contract negotiations as are two other awards made to RSI by other revenue agencies.

RSI has direct experience with the New Hampshire DRA, particularly with respect to MeF. In June 2014, the Department of Information Technology (DoIT) approved the NHDRA's request to implement RSI's MeF solution for Interest & Dividends (I&D) tax (Contract # 2015-006). This engagement included the implementation and configuration of RSI's MeF COTS software, testing, training and deployment into production. The system went live on January 29, 2015 and has been processing I&D returns since then. The NHDRA, as well as EROs, have reported that the system is a success. The MeF project was the first time RSI worked with the NHDRA. A prior RSI engagement with a New Hampshire government agency was with the Department of Labor. RSI is proposing our production-proven, modular, high performance MeF solution that is built on an open, scalable, .NET platform.

The foundation of RSI's approach for implementing an MeF solution is our own COTS MeF software. RSI's software is the only COTS MeF product on the market, and is designed and built specifically for MeF: it is not an add-on to an existing product. It is tailor-made for the needs of MeF now and, most importantly, in the future. The RSI MeF solution addresses all of the requirements outlined in the RFP and takes into account all currently published standards from the IRS. RSI also has direct and substantive experience working with the Tax Implementation Group for E-commerce Requirements Standardization (TIGERS) committee, dating back to 2006. The TIGERS committee is responsible for developing the technical foundation of the MeF Fed/State program. All participants in the MeF program must have their XML schemas approved by the TIGERS standards committee. RSI is the only vendor that is an active participant on the TIGERS committee and provides support to the committee by advising on industry standards and reviewing the XML schemas submitted by the states. Through our many years of working on the TIGERS committee, RSI has acquired a longstanding and unique knowledge of the IRS MeF initiative.

E-1.1.2 Financial Strength

Provide at least one of the following:

The current Dunn & Bradstreet report on the firm; or

1. The firm's two most recent audited financial Statements;
2. and the firm's most recent un-audited, quarterly financial Statement; or
3. The firm's most recent income tax return.

RSI Response:

Please find a single hard copy of RSI's two most recent audited financial statements attached in a sealed envelope. Since these statements contain sensitive corporate financial information, we request that they be treated as Confidential documents and not be released outside the evaluation team for this proposal.

E-1.1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

RSI Response:

There have been no claims against RSI made by clients during the last ten years, or at any other time in the company's history.

E-1.1.4 Prior Project Descriptions (limited to 3 pages each)

Provide descriptions of at a minimum three (3) similar Projects completed in the last five (5) years. Each Project description should include:

1. An overview of the Project covering type of client, objective, Project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual Project cost, proposed Project Schedule and actual Project Schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and Project roles of individuals on the proposed team for the New Hampshire Project that participated in the Project described

RSI Response:

RSI has performed eight MeF COTS solution implementations:

1. State of New Hampshire Department of Revenue Administration (NHDRRA)
2. District of Columbia Office of Tax and Revenue (DC OTR)
3. North Carolina Department of Revenue (NC DOR)
4. Commonwealth of Pennsylvania Department of Revenue (PA DOR)
5. Rhode Island Division of Taxation (RI DOT)
6. State of Maine Revenue Services (MRS)
7. State of Connecticut Department of Revenue Services (CT DRS)
8. State of Missouri Department of Revenue (MO DOR)

Profiled below are the project descriptions of each of the engagements listed above with the exception of the NHDRRA project.

Project #1	District of Columbia Office of Tax and Revenue
Type of Client	Tax agency
Project Objective	<i>Project Objective</i>
Role of RSI/Project Scope	Implement MeF for Individual Income tax.
Outcome	<i>Role of RSI/Project Scope</i> The DC OTR contracted with RSI to implement RSI's MeF COTS solution for Individual Income tax. RSI, as the Prime Contractor, provided its proven, modular, high-performance MeF solution that is built on an open, scalable, .NET platform. RSI provided the MeF COTS software solution, configuration, testing, training, and project management to successfully transition the OTR to the MeF platform. RSI implemented its MeF solution that includes the RSI MeF Gateway and RSI MeF Viewer modules. The MeF Gateway module is a communications gateway that downloads tax returns from the IRS and sends back receipts and acknowledgements. The MeF Viewer module provides a forms quality display of both the federal and state returns information along with any attachments. RSI utilized its file mapping process to develop the interface that translates the IRS MeF data to the OTR's particular back-end tax system and to NACHA formatted records to their payment system. RSI also assisted the OTR to develop the XML schemas for the tax type.

Project #1	District of Columbia Office of Tax and Revenue
	Outcome Individual Income tax went live January 2013. RSI continues to provide annual maintenance and support services.
Proposed Project Cost	\$795,000
Proposed Project Schedule	April 2012 – March 2013
Actual Project Cost	\$795,000
Actual Project Schedule	May 2012 - January 2013
Client Contact Name	Mr. Satya Kommuri
Title	TSG Director
Address	1101 4th Street, NW, Washington, DC 20024
Telephone Number	(202) 442-7031
Email Address	Satya.kommuri@dc.gov
Names and Roles of Participating RSI Personnel	Danny Reeves, Morgan Tew, Mark Chiarelli, Ramya Jayasimhan, Jacob Dubreuil
Personnel to be Assigned to NHDRA Project	Mark Chiarelli, Jacob Dubreuil

Project #2	North Carolina Department of Revenue
Type of Client	Tax agency
Project Objective	Project Objective Initially, implement MeF for Individual Income tax and then expand the solution for other tax types.
Role of RSI/Project Scope	Role of RSI/Project Scope In 2012, the NC DOR contracted with RSI to implement RSI's MeF COTS solution for Individual Income tax. RSI, as the Prime Contractor, provided its proven, modular, high-performance MeF solution that is built on an open, scalable, .NET platform. RSI provided the MeF COTS software solution, configuration, testing, training, and project management to successfully transition the DOR to the MeF platform. RSI implemented its MeF solution that includes the RSI MeF Gateway and RSI MeF Viewer modules. The MeF Gateway module is a communications gateway that downloads tax returns from the IRS and sends back receipts and acknowledgements. The MeF Viewer module provides a forms quality display of both the federal and state returns information along with any attachments. RSI utilized its file mapping process to develop the interface that translates the IRS MeF data to the DOR's particular back-end tax system. RSI also assisted the DOR to develop the XML schemas for the tax type.
Outcome	

Project #2	North Carolina Department of Revenue
	In 2014, the DOR extended RSI's contract to expand the MeF solution: • Add Franchise and Corporate Income tax types • Add Partnership tax type • Add Estate and Trust income tax types • Add direct bank deposits for underpayments and Online Filing and Payments • Expand the Viewer to support 300 concurrent users • Add a View Only MeF database to hold up to eight years of past submissions Outcome Individual Income tax went live in August 2012. Corporate Income tax went live in March 2015, with Partnership and Estates and Trusts scheduled to go live in May 2015. RSI continues to provide annual maintenance and support services.
Proposed Project Cost	\$1,526,000
Proposed Project Schedule	May 2014 – February 2015
Actual Project Cost	\$1,682,000 (pending contract amendment)
Actual Project Schedule	May 2014 – May 2015
Client Contact Name	Ms. Ruth Bell
Title	Project Manager
Address	501 N. Wilmington Street, Raleigh, NC 27603
Telephone Number	(919) 814-1226
Email Address	Ruth.Bell@dorn.com
Names and Roles of Participating RSI Personnel	Mike Minton, Morgan Tew, Mark Chiarelli, Abe Sturman, Danny Murray, Matt Meinel, Brittany Clark
Personnel to be Assigned to NHDRA Project	Mark Chiarelli

Project #3	Pennsylvania Department of Revenue
Type of Client	Tax agency
Project Objective	Project Objective
Role of RSI/Project Scope	Implement MeF for Individual Income, Corporate, and Partnership taxes.
Outcome	

Project #3	Pennsylvania Department of Revenue
	Role of RSI/ Project Scope RSI, as the Prime Contractor, provided the MeF COTS software solution, configuration, testing, training and project management to successfully transition PA DOR to the MeF platform. RSI implemented its MeF solution that includes the RSI MeF Gateway and RSI MeF Viewer modules. The MeF Gateway module is a communications gateway that downloads tax returns from the IRS and sends back receipts and acknowledgements. The MeF Viewer module provides a forms quality display of both the federal and state returns information along with any attachments. RSI utilized its file mapping process to develop the interface that translates the IRS MeF data to PA DOR's particular back-end tax system. RSI also built PA DOR's Individual Income tax XML schemas. Outcome Individual Income tax went live in September 2010 (3 months ahead of schedule), followed by Corporate and Partnership taxes in January 2011 (on schedule). RSI does not provide day-to-day support to the PA DOR, but continues to provide annual maintenance and support of the RSI MeF licensed software. The PA DOR plans to license MeF for Fiduciary tax type and to implement the tax type themselves using RSI's MeF solution.
Proposed Project Cost	\$1.1 million
Proposed Project Schedule	April 2010 to February 2011
Actual Project Cost	\$1.1 million
Actual Project Schedule	April 2010 to February 2011
Client Contact Name	Ms. Meggan Swisher
Title	PA Department of Revenue, Bureau of Individual Taxes
Address	PO Box 280605, Harrisburg, PA 17128-0605
Telephone Number	(717) 787-4573
Email Address	
Names and Roles of Participating RSI Personnel	Deepak Sharma, Mark Chiarelli, Jacob Dubreuil
Personnel to be Assigned to NHDRA Project	Mark Chiarelli, Jacob Dubreuil

Project #4	Rhode Island Division of Taxation
Type of Client	Tax agency
Project Objective Role of RSI/Project Scope Outcome	<i>Project Objective</i> Implement MeF for Individual Income, Corporate, and Partnerships tax types. <i>Role of RSI/Scope of Work</i> As the Prime Contractor, RSI was awarded a contract to implement an Individual Income, Corporate and Partnership MeF solution. Implementation was in three phases with Individual Income first, followed by Corporate and Partnership taxes. RSI provided the MeF COTS software solution, configuration, testing, training and project management to successfully transition Division of Taxation to the MeF platform. RSI implemented its MeF solution that includes the RSI MeF Gateway and RSI MeF Viewer modules. The MeF Gateway module is a communications gateway that downloads tax returns from the IRS and sends back receipts and acknowledgements. The MeF Viewer module provides a forms quality display of both the federal and state returns information along with any attachments. RSI utilized its file mapping process to develop the interface that translates the IRS MeF data to the Division of Taxation's back-end mainframe tax system. RSI also built RI's state specific XML schemas for Individual Income, Corporate and Partnership tax types. <i>Outcome</i> Individual Income tax went live in February 2010, followed by Corporate tax in September 2010, and Partnership tax in February 2011. RSI continues to provide annual maintenance and support services for the RSI MeF licensed software. MeF integration with RSI Revenue Premier is planned for 2015.
Proposed Project Cost	\$299,000
Proposed Project Schedule	August 2009 - November 2011
Actual Project Cost	\$299,000
Actual Project Schedule	August 2009 - January 2011 (schedule of releases adjusted to align with tax filing seasons)
Client Contact Name	Mr. David Sullivan
Title	Tax Administrator, Department of Revenue, Division of Taxation
Address	1 Capitol Hill, Providence, RI 02908
Telephone Number	(401) 574-8922
Email Address	DSullivan@tax.state.ri.us

Project #4	Rhode Island Division of Taxation
Names and Roles of Participating RSI Personnel	Danny Reeves, Mike Early, Mark Chiarelli, Sunny Hanveerawong, Jacob Dubreuil
Personnel to be Assigned to NHDRA Project	Mark Chiarelli, Jacob Dubreuil

Project #5	Maine Revenue Services
Type of Client	Tax agency
Project Objective Role of RSI/Project Scope Outcome	<i>Project Objective</i> Implement MeF for Individual Income, Corporate and Partnership tax types. <i>Role of RSI/Scope of Work</i> As the Prime Contractor, RSI provided the MeF COTS software solution, configuration, testing, training and project management to successfully transition MRS to the MeF platform. RSI implemented its MeF solution that includes the RSI MeF Gateway and RSI MeF Viewer modules. The MeF Gateway module is a communications gateway that downloads tax returns from the IRS and sends back receipts and acknowledgements. The MeF Viewer module provides a forms quality display of both the federal and state returns information along with any attachments. RSI utilized its file mapping process to develop the interface that translates the IRS MeF data to the MRS's particular back-end tax system. RSI also built the MRS's state specific XML schemas for Individual Income, Corporate, and Partnership tax types <i>Outcome</i> Individual Income tax went live in October 2010, followed by Corporate and Partnership tax in April 2011. RSI continues to provide annual maintenance and support services for RSI MeF licensed software.
Proposed Project Cost	\$584,000
Proposed Project Schedule	January 2010 - December 2010
Actual Project Cost	\$608,970 (including change order)
Actual Project Schedule	April 2010 - April 2011

Project #5	Maine Revenue Services
Client Contact Name	Mr. Jeffrey Morton
Title	Director, Quality Assurance and Revenue Processing
Address	Maine Revenue Services
Telephone Number	51 Commerce Drive, Augusta, ME 04330
Email Address	(207) 624-5616 Jeffrey.Morton@Maine.gov
Names and Roles of Participating RSI Personnel	Danny Reeves, Allen Chin, Mark Chiarelli, Jacob Dubreuil, Sunny Hanveerawong, Gurinder Pal Singh, Mike McAfee
Personnel to be Assigned to NHDRA Project	Mark Chiarelli, Jacob Dubreuil

Project #6	Connecticut Department of Revenue Services
Type of Client	Tax agency
Project Objective	Project Objective
Role of RSI/Project Scope	Implement MeF for Individual Income tax.
Outcome	Role of RSI/Project Scope As the Prime Contractor, RSI provided the MeF COTS software solution, configuration, testing, training, and project management to successfully transition CT DRS to the MeF platform. RSI implemented its MeF solution that includes the RSI MeF Gateway and RSI MeF Viewer modules. The MeF Gateway module is a communications gateway that downloads tax returns from the IRS and sends back receipts and acknowledgements. The MeF Viewer module provides a forms quality display of both the federal and state returns information along with any attachments. RSI utilized its file mapping process to develop the interface that translates the IRS MeF data to CT DRS's particular back-end tax system. Outcome Individual Income tax went live in January 2011. The CT DRS has since added other tax types to the RSI MeF solution on their own after a successful knowledge transfer. RSI does not provide day-to-day support to the CT DRS, but continues to provide annual maintenance and support of the RSI MeF licensed software.
Proposed Project Cost	\$284,821
Proposed Project Schedule	August 2010 - January 2011

Project #6	Connecticut Department of Revenue Services
Actual Project Cost	\$269,821
Actual Project Schedule	August 2010 - January 2011
Client Contact Name	Mr. Gary Dowling
Title	IT Manager, Department of Revenue Services
Address	25 Sigourney Street, Hartford, CT 06106
Telephone Number	(860) 297-4732
Email Address	Gary.Dowling@po.state.ct.us
Names and Roles of Participating RSI Personnel	Jason Woodcock, Mark Chiarelli
Personnel to be Assigned to NHDRA Project	Mark Chiarelli

Project #7	Missouri Department of Revenue
Type of Client	Tax agency
Project Objective	<i>Project Objective</i>
Role of RSI/Project Scope	Replace existing MeF system
Outcome	<i>Role of RSI/Project Scope</i> The RSI MeF Solution was implemented to replace the MODOR's existing MeF system as part of a larger MODOR modernization project involving the implementation of RSI's Revenue Premier system. This first phase of the MeF implementation was integrated with the MODOR mainframe Tax system. The second phase of this implementation will switch the backend processing from the MODOR mainframe Tax system to MODOR's reversion of Revenue Premier tax processing system. RSI built the business rules and export plugins, configured the PDF mapping, and migrated existing MeF data from legacy databases to RSI MeF database. MODOR provided current and prior year schema's and integration of MeF export files with the mainframe system. <i>Outcome</i> All tax types for Tax Year 2014 and 2 prior years went live in January 2015. The MeF Viewer capability has been extended to tax administrators and tax data from the legacy MeF system has been migrated to the MeF viewing system for research and archival purposes. The RSI MeF solution was found to be more efficient and automated than MODOR's previous system and provides consolidated viewing capabilities.

Project #7	Missouri Department of Revenue
Proposed Project Cost Proposed Project Schedule	Bundled in with the Revenue Premier project price. August 2014 - January 2015
Actual Project Cost Actual Project Schedule	Bundled in with the Revenue Premier project price. August 2014 - January 2015
Client Contact Name Title Address Telephone Number Email Address	Katy Werdehausen Electronic Filing Coordinator, Department of Revenue (573) 522-4300 Katy.Werdehausen@dor.mo.gov
Names and Roles of Participating RSI Personnel Personnel to be Assigned to NHDRA Project	Ben Vegiard, Mark Chiarelli, Siham Jawish Mark Chiarelli, Siham Jawish

E-1.1.5 Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
2. A high-level description of the Subcontractor's organization and staff size;
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar Services (if requested by the State).

RSI Response:

For the security audit, RSI suggests that the NHDRA contract with a firm, such as Booz Allen Hamilton, for this effort. Since this effort is not part of RSI's scope of work, Booz Allen Hamilton is not a subcontractor to RSI for this project.

No other subcontractors are proposed by RSI for this project.

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VI. QUALIFICATIONS OF KEY VENDOR STAFF

E-2 Team Organization and Designation of key Vendor staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- Data Confidentiality and Security, specifically PUB1075- Tax Information Security Guideline for Federal, State, and local government
- IRS Modernized e-Filing Standards
- Tax Implementation Group for E-Commerce Requirements Standardization (TIGERS)

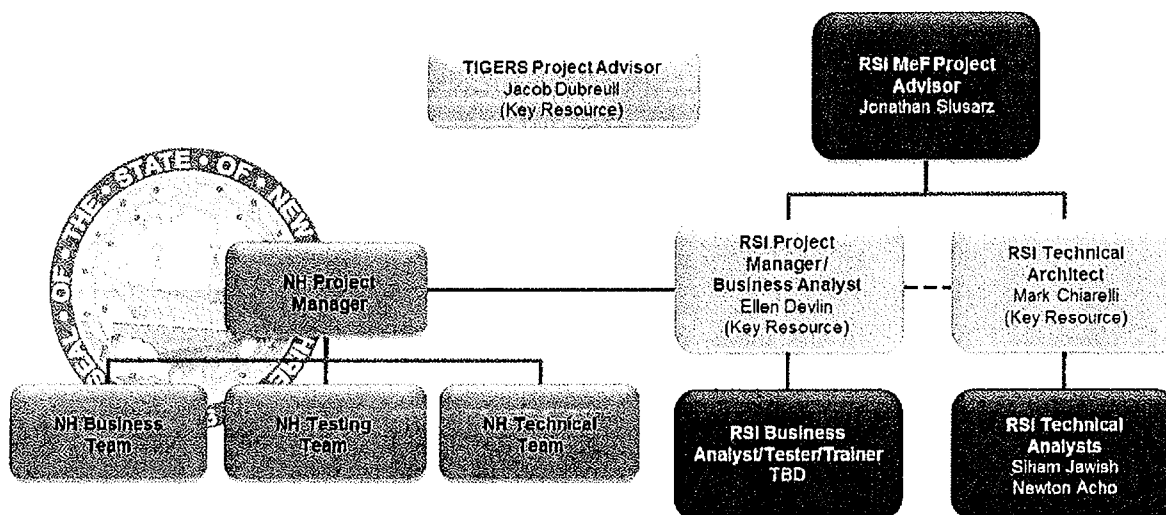
A single team member may be identified to fulfill the experience requirement in multiple areas.

RSI Response:

Resumes for the following key RSI resources are included below:

- Ellen Devlin, Project Manager/Lead Business Analyst provided in E-3
- Mark Chiarelli, Technical Architect provided in response to E-4
- Jacob Dubreuil, TIGERS Project Advisor provided in response to E-4

The following organization chart depicts the proposed Project Team, including RSI team members and State roles.



GT15-146

Figure VI-1: NHDRA MeF Project Organization Chart

The responsibilities and length of assignment for each of the RSI roles depicted in the organization chart are described as follows:

Role	Responsibility	Length of Assignment
RSI MeF Project Advisor: Jonathan Slusarz	As the Project Manager and Lead Business Analyst/Tester/Trainer on NHDRA's MeF Interest & Dividends (I&D) implementation of DP-10 and DP-2210/DP2220 Tax Forms, Mr. Slusarz will provide project oversight to ensure continuity with the I&D project, advise the project team on the best practices utilized during the prior MeF implementation to be leveraged and incorporated into this MeF implementation. In particular, Mr. Slusarz will provide the Subject Matter Expertise for the following areas: • Data Confidentiality and Security, specifically PUB1075-Tax Information Security Guideline for Federal, State and local government • IRS Modernized e-Filing Standards	Available, as required, for the duration of the project
RSI TIGERS Project Advisor: Jacob Dubreuil Key Resource	Since January 2009, Mr. Dubreuil has been the technical lead to the FTA in developing and maintaining technology standards for the Federal/State electronic programs utilizing the IRS Modernized e-File platform. Mr. Dubreuil's responsibilities to the TIGERS team include reviewing XML schema reviews, conducting schema review sessions, assisting states with questions and problems related to XML standards and providing official communication to states regarding their schemas. As part of this project, Mr. Dubreuil is available to assist the NHDRA directly. • Tax Implementation Group for E-Commerce Requirements Standardization (TIGERS)	Available, as required, for the duration of the project
RSI Project Manager & Lead Business Analyst: Ellen Devlin Key Resource	As the Project Manager, Ms. Devlin will provide the necessary management, oversight and coordination of all project tasks and resources to ensure both timely and quality delivery. She will maintain the project schedule, provide weekly status reporting and will be responsible for ensuring that that critical project management deliverables are actively managed. Ms. Devlin will also ensure compliance with contractual responsibilities. As the Lead Business Analyst, Ms. Devlin will manage and coordinate the requirement confirmation; manage and assist in designs; manage and oversee all the testing phases; and manage the training.	Full time for the duration of the project
RSI Technical Architect: Mark Chiarelli Key Resource	Mr. Chiarelli will continue in his role for the NHDRA as the MeF Technical Architect. Mr. Chiarelli worked on the NHDRA's I&D MeF project and has assisted all eight of RSI's states clients specifically with their implementations of RSI's Modernized e-File solution and is an industry technical leader in MeF. In particular, Mr. Chiarelli will provide the Subject Matter Expertise for the following areas: • Data Confidentiality and Security, specifically PUB1075-Tax Information Security Guideline for Federal, State and	Part-time and mainly offsite for the duration of the project, and available as needed

Role	Responsibility	Length of Assignment
	local government. • IRS Modernized e-Filing Standards	
RSI Business Analyst/ Tester/ Trainer: To Be Named at project start	This business analyst will work with the Lead Business Analyst to support requirements confirmation, assist with designs and assist with training and testing tasks.	Full time for the duration of the project
RSI Technical Analysts: Siham Jawish and Newton Acho	The RSI Technical Analysts, under the direction and guidance of Mark Chiarelli the RSI Technical Architect, will perform development activities of the MeF project using C#, ASP .Net, AJAX, SQL Server 2008, Visual Studio.Net 2013 and Active Directory. The Technical Analysts are responsible for translating the Functional Requirements to Technical Requirements and preparing various documents including design documents, user guides and installation guides.	Full time for the duration of the project, offsite at RSI's Solution Center and onsite as may be required

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Section A 4.2. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

RSI Response:

As discussed in section D3.2, RSI will hold an initial meeting with the NHDRA Project Manager and NHDRA project leadership to discuss the NHDRA team members assigned to the project, and the exact timing and skills which will be required to complete the different project phases.

Once we have jointly mapped the staff to the skills required for each of the project phases, RSI will work with the NHDRA project manager to clearly lay out the expectations of the NHDRA and RSI team members. Meetings will be held with the different teams to discuss the expectations, timelines and any dependencies. Each team member will have a clear idea of the expectations for their work, the timeline to complete the work and any dependencies that exist for the work they are to perform.

RSI will work closely with the NHDRA project manager to ensure that all team members have the support they need to complete the project work.

The following is an approximation of the types of roles and level of effort the NHDRA can anticipate for this project. Note that the following is a sum of the effort for the Initiation, Configuration, Implementation and Close Out phases, as these phases will repeat as the tax types will be rolled out in an iterative process. The hours presented in the table below are estimates at this point in time and are offered for tentative planning purposes only. During project initiation, RSI will work with NHDRA to adjust these estimates to fit the constraints at that time.

Table VI-1: Proposed Estimated NHDRA Staff Resource Hours Worksheet

State Role	Initiation	Configuration	Implementation	Close Out	Estimated Total
Project Manager	160	480	480	200	1320
Returns Processing Resource #1	160	480	480	80	1200
Returns Processing Resource #2	160	480	480	80	1200
Payment Processing Resource	160	480	480	80	1200
Examinations Resource	160	480	480	80	1200
Testing Resource	40	80	480	60	660
Testing Resource	40	80	480	60	660
Estimated NHDRA Total	880	2560	3360	640	7440

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's Project experience, including Project type, Project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate's performance on past Projects.

RSI Response:

RSI is pleased to present Ms. Ellen Devlin as the on-site, day-to-day Project Manager for the MeF Modernization project. Ms. Devlin has over 29 years of experience, with 12 years specifically working for the IRS. She has spent the last two years with RSI assisting the Commonwealth of Massachusetts with their tax compliance and collections efforts. Ms. Devlin has been briefed by Mr. Slusarz on the conduct, processes and results of the prior I&D MeF project. She will have ready access to Mr. Slusarz throughout this project to assist and advise her on the particulars of implementing MeF for the NHDRA. Her resume and client references are as follows.

ELLEN DEVLIN, PROJECT MANAGER/LEAD BUSINESS ANALYST

Ms. Devlin is a talented technical and business analyst with over 29 years of proven experience identifying, documenting, and developing cost-effective solutions in a variety of business and government environments. Since joining RSI in 2013, Ms. Devlin has made significant contributions to critical projects for the Massachusetts Department of Revenue where she has been the day-to-day team lead for RSI, reporting to key stakeholders and project sponsors. In addition to her tax and revenue-specific experience with RSI, she worked as an internal auditor with the Internal Revenue Service (IRS) for over 12 years, supervising a team responsible for reviewing electronic filing systems and refund fraud programs.

Ms. Devlin also has 12 years of experience as a Senior Systems Analyst during which time she developed custom code and reports as a web and database programmer using a variety of technologies. She has helped internal and external clients identify requirements for new projects and recommended both automated and manual solutions based on budget and time constraints.

Revenue Solutions, Inc., Pembroke, Massachusetts - Senior Consultant

2013 - Present

Massachusetts Department of Revenue

2013 - Present

Collections Improvement Project – Team Lead & Technical Analyst

The Massachusetts Department of Revenue Collections Project is multi-year engagement to implement IT solutions designed to improve the Collection Bureau business processes and generate an increase in collections through a more data-driven approach. The project began as a business process improvement study focused on the Collections Bureau organization, systems and processes to determine where improvements could be made. The results from implementing these suggestions has led to a 23% increase in collections through the use of risk-based scoring of receivables, RSI Portfolio Warehouse compliance initiatives and consolidation of taxpayer information and improved inventory management techniques.

Ms. Devlin recently joined this project to provide oversight of the project team as well as technical and business analysis for ongoing collection and compliance initiatives.

Interagency Data Services (IDS) – Team Lead & Senior Consultant

Ms. Devlin provided day-to-day team leadership for the RSI team responsible for the MA DOR's IDS Project. This project began as a Pilot program to transition MA DOR support of external Agency data requests towards use of targeted web services hosted by the MA DOR and accessed via the Commonwealth's WAN to obtain identity verification and eligibility for government services. Information provided in this manner is maintained by the MA DOR and is generally used by requesting agencies to detect fraud, waste and abuse. Based on the pilot, the MA DOR moved on to development of the full IDS system.

Ms. Devlin played a critical role in the design and development of IDS, a web-based initiative that allows the Commonwealth of Massachusetts to provide real-time, secure, access to information used to determine individuals' eligibility for government services from other State agencies. Ms. Devlin was responsible for gathering requirements, identifying issues affecting the technical design and performing both functional testing and performance load testing of the application. She coordinated the efforts of both RSI and MA DOR staff to ensure timely technical development and problem resolution.

Ms. Devlin was responsible for preparing and presenting documentation to MA DOR staff, such as release notes, testing documents, detailed instructions and SQL queries for monitoring IDS results in Production. Ms. Devlin also provided support for weekly and monthly status reporting to various sponsor and stakeholder groups within the MA DOR.

New England Research Institutes - Senior Systems Analyst

2001 to 2013

Ms. Devlin developed over 250 custom reports and over 500 custom programs for her assigned projects; the code for many of these programs was re-useable and served as the basis for programming in other projects.

She eliminated repetitive work for staff through web and Oracle PL/SQL programming by automating tasks such as: faxing documents created online with post-back notifications of fax status; generating and mailing

Excel statistical progress reports and retrieving data via FTP and loading it to the database.

Ms. Devlin retrieved, parsed and generated XML structures using custom Oracle and web programming to compare proprietary Data Management System configuration to Merge eClinical OS. She wrote program code to dynamically generate new programs (Oracle procedures creating table triggers, Active Server Pages generating custom JavaScript). She assisted network staff with hardware upgrades and user problems involving web servers, database servers and email systems by researching issues and writing custom test programs.

Ms. Devlin led discussions with project staff to develop functional process flows, set timelines and document data collection requirements needed to support research study projects.

She collaborated on the development of company standards for writing and approving specifications and test plans for software to ensure compliance with 21 CFR Part 11 (FDA) requirements. She also wrote or updated over 150 articles in company knowledge base to document programming techniques and configuration options for in-house applications.

Commerce One - Senior Consultant

1998-2001

Ms. Devlin identified requirements, diagrammed process flows and developed comprehensive use cases documenting how customers, vendors and internal users would interact with new systems. She developed SAP ABAP programs to dynamically create program code based on run-time specifications. She also modified standard SAP EDI processing based on customer requirements and performed SAP and BW system administration upgrades and maintenance.

Internal Revenue Service (Andover, MA; New York, NY) IRS Supervisory Internal Auditor

1986-1998

Ms. Devlin supervised nationwide filing season audits of IRS electronic tax filing and taxpayer refund fraud. She also prepared reports and recommendations used by Congress and the General Accounting Office. Her work on these projects was the basis for a major taxpayer notification project credited with preventing 230,000 taxpayer errors during the 1998 IRS filing season.

Relevant Expertise

Programming Languages	JScript, JavaScript, VBScript, HTML, CSS, AJAX (XMLHTTP), SQL.
Database Management:	Oracle 10g application design; complex SQL queries, including analytics and regular expressions; PL/SQL packages, triggers and pipelined functions; DBlinks, external tables, FTP, emails, XML, LOBs, InterMedia image manipulation.
Web Technologies:	Web server (IIS 4.0-7.0), Windows 2003 Indexing Service, Windows 2008 Search, Corda PopChart, ABCpdf, Classic Active Server Pages (ASP), JScript, JavaScript, VBScript, HTML, CSS, AJAX (XMLHTTP), TinyMCE (WYSIWYG) integration including plugin development, eCommerce integration (2Checkout), faxing (InterFAX, FACSys), file transfers (FileUp), SMS integration (RedOxygen).
System Software and Applications:	Developer Tools: TOAD, HomeSite, MKS revision control (SIE, SISE, SAM and Administration module); Bugzilla defect tracking; eTouch SamePage wiki software. Other: Clinical data management systems (Merge eClinical OS API), clinical study dictionaries (MedDRA, WHO DDE), content management (ContentKit), MS Word, Excel, Access (2003-2010).

Education, Training and Certifications

Wayne State University, Detroit, MI Accounting. Minor: Computer Science

Ellen Devlin - Client References		
Vincent A. Piccinni,	Doug Mackey	Foss Tighe
Deputy Secretariat CIO ANF IT Support	MA DOR - IDS Program Manager	Systems Development Manager (Retired)
Massachusetts DOR	Massachusetts DOR	New England Research Institute, Inc. (NERI)
(617)-887-5450	(617)-887-5146	(508)-861-7472
Piccinni@dor.state.ma.us	mackeyd@dor.state.ma.us	FossT@comcast.net

E-4 Candidates for key Vendor staff Roles

Provide a resume not to exceed two (2) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's Project experience, including Project type, Project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past Projects.

RSI Response:

RSI is pleased to present Mark Chiarelli as a key resource for the role of Technical Architect. Having successfully delivered RSI's MeF product in eight states, including the NHDRA, Mr. Chiarelli is well versed in what it takes to successfully implement an MeF solution.

Additionally, RSI identifies Jacob Dubreuil as a key resource on the project as the TIGERS committee liaison. Mr. Dubreuil has been involved in all of RSI's MeF implementations, including the I&D MeF project previously conducted for NHDRA.

Mark Chiarelli - RSI TECHNICAL ARCHITECT

Revenue Solutions, Inc., Pembroke, Massachusetts - Sr. Software Development Manager 2006 - Present

Multiple Modernized e-File Projects – Lead Architect 2009 - Present

Modernized e-File – Lead Architect and Technical Manager: By utilizing a standardized XML structure, agencies are able to more efficiently load and utilized Federal tax data for identification of under reporters and non-filers. Over the last six years, he has assisted the following States:

- NHDRA: Implementation of DP-10 and DP-2210/DP2220 tax across the IRS individual, partnership and estate tax.
- MO DOR: MeF system for Individual, Corporate, Partnership and Estate taxes and provided integration with states mainframe systems.
- Maine: Involved with all of State's MeF initiatives - currently leading development effort for the MRS's MeF 2014 annual changes, and the implementation of custom K1 extraction.
- DC OTR: Individual income tax including integration with client's legacy tax system, image archive system and generation of NACHA payment records.
- NC DOR: Individual, Corporate, Partnership and Estate taxes for MeF. Created dedicated image processing servers to handle high volume of image generation. Created Java Plugin Service to allow business rules and post processing in the Java language. Created MeF XML to relational mapping system that allowed generation of tables; XML to relations mapping; and loader file mapping. Designed and implemented the integration with the tax system, image archive system and various databases.
- PA DOR: Individual, corporate and partnership income including integration with client tax system, image archive system and payment system. Recently added a dedicated image processing server to handle high volume of image generation.
- CT DRS: MeF system for Individual income to integrate with existing systems.
- RI DOR: Individual income MeF - including integration with the client's integrated tax processing system and RSI's Revenue Premier Portfolio Warehouse data warehouse.

Maine Revenue Services (MRS)

May 2006 - Present

Maine Revenue Portal: Leading design and implementation of the Portal Network design, portal infrastructure and localizations for MERITS and Portal data exchange and image generation.

Maine Revenue Integrated Tax System (MERITS): In 2006, MRS contracted RSI to assist in the modernization of the legacy integrated tax processing system. Managed the software developers in translating hundreds of on-line programs from COBOL to Java and developing web interface. Instrumental in the design and development of in-house translation tools and run-time architecture. Designed Java-based Job Control Script (JCS) to support batch job control definitions. Windows Server and Solaris platforms, using C#/ASP.Net 2.0 web server and Oracle Application Server (OAS) and Java backend.

Prior Positions

Paclabs – Rancho Cordova, California

2003 – 2006

Lead Developer/Architect: Developed multi-thread C#/C++ applications, services and device drivers for user usage audit, serial interface redirection, logging and network application control.

Great, LLC, Fair Oaks, California

2002 – 2003

Director of Engineering: Developed an attendance tracking system. MS Pocket PC PDA and Windows XP Desktop C++, MFC, SQL, XML, C Reports, ActiveX/COM and Quickbooks API.

California Applied Trading Sciences, Beverly Hills, California

2002 – 2003

Lead Developer: Architected and developed an electronic stock and futures trading system. Java, Swing, TCP/IP, sockets, Tibco and JNI/C++ on Solaris and Windows Servers.

Intensifi, Redwood City, California

1999 – 2001

Vice President of Engineering: Responsible for product plans, functional specifications, budgeting, customer support and hands-on development. Wrote the Intensifi Audio Applet; a SIP (Session Initiation Protocol); and an XML-based dynamic configuration utility.

Pacific Access, Rancho Cordova, California

1997 – 1999

Director of Engineering: Developed a Java Web-based system that connects teleco central office switching equipment to the internet; a hardware device that multiplexes asynchronous lines on to Ethernet; and an IP telephony gateway. Used C++, Java, JDBC, Java Servlets, SQL (Informix, Oracle), VOIP, Sockets/TCP/IP, UML/OMT, on Solaris and Windows Server platforms.

Objective Systems Integrators, Folsom, California

1994 – 1997

Software Development Manager: Drove the NetExpert flagship product release to completion. Implemented OSIs CORBA Strategy for the next generation NetExpert and developed the CORBA Access product.

Miles Burke Associates, Scottsdale, Arizona

1992 – 1994

Lead Developer: Developed prototype visual software design tool based on a proprietary business model class library. Taught C++ classes, wrote an Actor to Smalltalk language translator and interfaced with potential partners to secure funding for design tool development.

Hewlett-Packard/Convex Computer Corporation

1984 - 1992

Manager: Led team of 20 on design and development of visual source code metrics analysis product. Evaluated university grants for the development of advanced technical operating systems. Developed a sophisticated cross-reference tool, inter-dialect Lisp translator and assisted in the implementation of HP Common Lisp Language product.

Solo Systems, Inc., San Jose, California

1982 - 1984

Software Engineer: Developed runtime code for COBOL compiler/interpreter. Helped develop an Artificial Intelligence (AI) software diagnostic system. Used Pascal and Lisp.

Relevant Expertise

Programming Languages	C#, Java, C++, C, SQL, Perl, XSLT, Lisp
System Software and Applications	Windows, UNIX (Linux, Solaris, AIX, HPUX), Linux, Apache, IIS, TCP/IP Networking protocols, Spring framework, parser generation and DSL implementation systems.
Database Management	MS SQL Server, MySQL, Oracle

Education, Training and Certifications

University of Cincinnati - Cincinnati, Ohio
Masters of Community Planning (MCP)

University of Cincinnati - Cincinnati, Ohio
Bachelor of Science in Engineering

Mark Chiarelli - Client References		
Satya Kommuri, PMP	Meggan Swisher	Jeff Morton
Director, Taxpayer Service Group	Assistant Director	Director of Systems QA and Revenue Processing
District of Columbia Office of Tax and Revenue	PA Department of Revenue	Maine Revenue Services
(202) 442-7031	(717) 787-4573	(207) 624-5616
satya.kommuri@dc.gov	mswisher@pa.gov	Jeffrey.Morton@maine.gov

JACOB DUBREUIL - TIGERS MODERNIZED E-FILE PROJECT MANAGER

Revenue Solutions, Inc. Pembroke, Massachusetts

2007– Present

Consulting Manager

Maine Revenue Service (MRS)

January 2011 – Present

Data Warehouse Collection Initiative (DWCI) - Project Manager: This project has increased State revenues through the identification of individual income tax non-filers and has improved detection and interdiction of erroneous and fraudulent returns and refunds. It has provided support for revenue estimation and econometric research through the utilization of RSI's Revenue Premiere Portfolio Warehouse, which allows creating more accurate tax calculations using withholding detail information. Mr. Dubreuil provides technical guidance in loading data and analyzing tax forms, developing PL/SQL procedures to refine lead selection, performs server hardware support and administers compliance campaigns in accordance to Maine tax laws.

Multiple Modernized e-File (MeF) Projects

August 2009 – July 2011

Modernized e-File – Project Manager

For Maine, Pennsylvania and Rhode Island, Mr. Dubreuil worked with business analysts and developers to understand legacy system processes and align them with the RSI's Modernized e-File system. He also performed knowledge transfer sessions to educate the developers on the XML standards and with the e-file support staff to ensure compliance with the Tax Implementation Group for E-Commerce Standardization (TIGERS) standards. In addition, Mr. Dubreuil has been an advisor for all of RSI's other Modernized E-File implementations.

Maine: Led the XML schema development for 1040. Worked with MRS accessibility group and RSI solution center to gain accessibility certification for the MeF .Net web application.

PA DOR: Led the XML schema development for PA 1040. Identified the data elements the MeF system should capture and business rules to support the PA business flow.

RI DOR: Worked with business analyst to identify data capture requirements and created 1040 filing schemas. Conducted knowledge transfer and review session with RI schema developers so they could maintain year-to-year schema development.

Federation of Tax Administrators (FTA)

January 2009 – Present

Modernized e-File (TIGERS) – Project Manager: Mr. Dubreuil provides technical assistance to the FTA in developing and maintaining technology standards for the Federal/State electronic programs utilizing the IRS Modernized e-File platform. The TIGERS team is made up of participants from various state agencies and software development companies specializing in tax returns. The role of TIGERS is to maintain and enforce common standards in schemas that states and industry must adhere to. Primary responsibilities include XML schema reviews, conducting schema review sessions, assisting states with questions and problems related to XML standards and providing official communication to states regarding their schemas.

Maine Revenue Service (MRS)

January 2009 – September 2010

January 2007 – December 2008

Maine Integrated Tax System (MERITS)- Project Manager

Mr. Dubreuil led the consulting and development efforts for modernizing the legacy noticing system to a modern GUI based tool, Doc1. Assisted the State testing team in validation and verification of over 200+ notices. Mr. Dubreuil continued assisting the State developers performing knowledge transfer sessions and on-site support for the continuing work of the modernized effort relating to the batch programs. Above his

duties at the State of Maine, Mr. Dubreuil has joined a Modernized e-File team, TIGERS. His duties and responsibilities involve XML schema reviews and conducting team meetings as states submit their schemas for approval.

Initially assisted in the development of the custom legacy system modernization effort. Supported MRS developers on Java techniques, .Net web technologies, object oriented design patterns and system designs. Assisting in unit testing, debugging, training, documentation, integration testing and application deployments with the Office of Information Technology. Developing load test scripts and scenarios used to confirm the system performance when placed under production usage. These scripts were also used in the first and last phase of the project to identify and resolve performance issues and verify the applications usability after the database conversion.

Prior Positions

Know Technology, LLC – Portland, Maine 2004 – 2007

Director of Development Services: Lead projects through the Software Development Lifecycle, overseeing a development team and identifying user requirements and solutions to problems. Lead developer for custom business solutions on over 200+ web applications.

L-3 Communications Microdyne Outsourcing – Augusta, Maine 2000 – 2004

Application Developer: Contributed to several projects including development of an outsourcing-based call center. Lead developer on enterprise applications supporting the operations of the company. Lead in adapting Dell Inc. training to the needs of Microdyne. Coordinated training for over 2000 employees.

EnvisioNet – Winthrop, Maine 1998- 2000

Support Technician: Supported customers dial up access to a nationally recognized internet service providers while staying within the performance metrics set by EnvisioNet.

Relevant Expertise

Programming Languages	Java, Visual Basic, T-SQL, HTML, Java Script, Coldfusion, Visual Basic for Applications, Microsoft MTS, Visual Basic .Net, ASP .Net, Visual Basic Script, Perl, PHP, XML, XSLT, SOAP, CSS, XHTML, C#
Database Management	Oracle, MySQL, DB2, ODBC, JDBC, Microsoft SQL Server
Operating Systems	Unix, Windows 2000, Windows 9x, CICS, TSO/ISPF, Microsoft Office Pro, Microsoft Project, Microsoft Visual Studio, Toad, SourceSafe, Coldfusion Studio/Server, Microsoft Transaction Server, Crystal Reports, IIS, Aspect (ACD), Linux (Red Hat, Suse and Solaris), Apache, OS Commerce, SQL Server Analysis Services, OLAP, CVS, VISIO, DOC1, ESP, Eclipse, DOC1, Mercury LoadRunner

Education, Training and Certifications

2006	Microsoft - Microsoft Certified Professional
2002	University of Maine at Augusta, Augusta, Maine Bachelor of Science - Computer Information Systems - Magna Cum Laude

Jacob Dubreuil - Client References		
Bonnie L Kouletsis	Jacqueline M Thibodeau	Terry Garber
District Tax Audit Manager	Tax Section Manager	Manager, Data Analytics & Reporting
Maine Revenue Services	Maine Revenue Services	South Carolina Department of Revenue
(207) 624-9853	(207) 441-6694	(803) 898-5521
Bonnie.L.Kouletsis@maine.gov	Jacqueline.M.Thibodeau@maine.gov	garbert@sctax.org

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VII. COST PROPOSAL

4.18.10 Section VII: Cost Proposal

The Cost Proposal must include the following:

- The Implementation Deliverables Pricing Worksheet prepared using the format provided in Table F-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided;
 - A Proposed Vendor Staff, Resource Hours and Rates Worksheet prepared using the format provided in Table F-2 of Appendix F: Pricing Worksheet and any discussion necessary to ensure understanding of data provided;
 - A Future Vendor Rates Worksheet prepared using the format provided in Table F-3 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided;
 - A Software Licensing, Maintenance and Support Pricing Worksheet (OR SOFTWARE MAINTENANCE AND SUPPORT PRICING WORKSHEET- DEPENDING ON THE AGENCY REQUIREMENT) prepared using the format provided in Table F-4 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided.

RSI Response:

Please see completed tables below.

F-1 Implementation Deliverables Pricing Worksheet – Deliverables List

The Vendor must include, within the Firm Fixed Price Proposal for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table F-1: Implementation Deliverables Pricing Worksheet

RSI Response:

The firm fixed price deliverables for services, inclusive of any travel related expenses, is provided below in Table F-1. Please note that the Proposed Date is the date of anticipated completion of the deliverable. Also, some deliverables are not applicable (NA) either because they are not included or required as part of RSI's proposed solution approach or are not one-time events (e.g., Status Meetings). On a project of this size and duration, it is common to group deliverables into single payment milestones to reduce administrative time by both parties to handle excess invoices. For example, Conduct Project Kickoff Meeting would not typically be a payment milestone by itself. Therefore, RSI would like to discuss and mutually agree on a logical grouping of payment milestones (say a total of 6-8) if we're selected for this contract.

Table F-1: Implementation Deliverables Pricing Worksheet

Implementation Deliverables	Proposed Date	Pricing/Payment
Conduct Project Kickoff Meeting	7/1/2015	\$1,995
Status Meetings	Ongoing	\$0
Work Plan	7/21/2015	\$2,000

Implementation Deliverables	Proposed Date	Pricing/Payment
Goals and Objectives Document	7/14/2015	\$6,000
Conduct Research and Requirements Validation	7/21/2015	\$8,000
Requirements Analysis Report	7/21/2015	\$8,000
Requirements Traceability Matrix	7/21/2015	\$10,000
Risk and Issue Management Plan	7/21/2015	\$6,000
Test Management and Detailed Test Plan	7/21/2015	\$12,000
Functional Design Document	10/19/2015	\$20,000
Technical Design Document	10/19/2015	\$20,000
Training Plan	11/10/2015	\$6,000
Set up environment	11/4/2015	\$12,000
Deliver Software Licenses	11/9/2015	\$12,000
Install and configure Software	11/4/2015	\$8,000
Conduct installation testing	11/3/2015	\$8,000
Migration/Conversion of Existing MeF data	N/A	N/A
Conduct Train-the-Trainer Training and provide associated Documentation	11/10/2015	\$12,000
Tools for Backup and Recovery	N/A per Addendum 3	N/A
Provide testing Certification	11/10/2015	\$10,000
Conduct User Acceptance Test	3/23/2016	\$12,000
Conduct ATS Testing	3/28/2016	\$2,000
Provide Certification of Application Security Scan and provide results (per Addendum 3)	11/5/2015	\$0
Provide final results of code review	11/2/2015	\$6,000
Go-live Cutover to New Software	1/21/2016	\$6,000
90 Day Warranty	6/17/2016	\$8,000
State Acceptance Complete	3/18/2016	\$4,000
	TOTAL	\$199,995

F-2 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

RSI Response:

RSI is proposing a firm fixed fee deliverables based contract, not an hourly time and materials based contract, therefore pricing is not done solely on hours per resource per hourly rate. Other factors were used when arriving at the firm fixed price amount including duration of the project, the leveraged makeup of the team, the software license and maintenance fees included, the existing RSI MeF System footprint currently in production at NHDRA, RSI's continued commitment and partnership with NHDRA for the MeF solution, etc. For all these reasons, services rates were heavily discounted for this specific project and scope of work. Also, on fixed price proposals a blended hourly rate method for services is utilized and therefore shown below in Table F-2.

Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Oversight	Jonathan Slusarz	20	24	20	\$67	\$4,288
Project Manager	Ellen Devlin	340	408	340	\$67	\$72,896
Technical Architect	Mark Chiarelli	84	88	84	\$67	\$17,152
Developer(s)	TBD	192	330	294	\$67	\$54,672
Tester(s)	TBD	240	288	233	\$67	\$50,987
TOTALS		876	1138	971		\$199,995

F-3 Future Vendor Rates Worksheet

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

Table F-3: Future Vendor Rates Worksheet.

RSI Response:

The future vendor rates below are RSI's standard hourly bill rates for the resource level and skills required of this type of MeF project. These rates are exclusive of any travel related expenses since any required travel is unknown at this time. Cost for future work can be done on an hourly basis or fixed price deliverables basis and discounts can be provided based on size of work, duration, formation of a leveraged team and other factors.

Table F-3: Future Vendor Rates Worksheet

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project Oversight	\$195	\$202	\$209	\$216
Project Manager	\$145	\$150	\$155	\$160
Technical Architect	\$195	\$202	\$209	\$216
Developer(s)	\$100	\$104	\$108	\$112
Tester(s)	\$95	\$98	\$102	\$106

F-4 Software Licensing, Maintenance, and Support Pricing Worksheet**Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet (See RFP/template)****RSI Response:**

Please note the Initial Cost represents the one-time, perpetual license fee for the COTS Modernized e-File System (MeF) software for the proposed MeF System Corporate Tax Type, Partnership Tax Type and Fiduciary Tax Type. The maintenance support and upgrades costs are to provide standard maintenance for the MeF System for the three (3) proposed tax types. Also, Year 1 maintenance would begin with commencement of the project in month 1 with software installation.

Maintenance support for the existing, previously licensed MeF System Individual Income Tax Type software is not included below since it is being covered under a separate existing agreement.

Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet

Software Name	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5
RSI's Modernized e-File System - Corporate Tax Type	\$75,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
RSI's Modernized e-File System - Partnership Tax Type	\$75,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
RSI's Modernized e-File System - Fiduciary Tax Type	\$75,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
TOTALS	\$225,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000

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VIII. COPY OF THE RFP AND ANY SIGNED ADDENDUM

Copies of the Addenda are in Original binder only.

*Electronic version see accompanying files.



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IX. APPENDIX

Please see following pages* for these appendices:

- Appendix A – NH_MeF_Proprietary Information Letter
- Appendix B – NH_MeF Proposed Escrow Agreement (Confidential)
- Appendix B.1 – NH_MeF Proposed Escrow Agreement Registration Agreement (Confidential)
- Appendix C – RSI Modernized E-File Brochure
- Appendix D – Sample User Acceptance Test Plan (Confidential)
- Appendix E – Sample Project Status Report (Confidential)
- Appendix F – Sample NH Knowledge Transfer Plan
- Appendix G – RSI Project Management Approach and Deliverables
- Appendix H – NHDRA MeF Project Workplan (Confidential)
- Appendix I – Revenue Premier Brochure
- Appendix J – RSI MeF Maintenance and Support Agreement (Standard Template) (Confidential)
- Appendix K – Example Interface File (Confidential)

*Electronic version see accompanying files.

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May 11, 2015

Roger Marchand
State of New Hampshire
Department of Revenue Administration
109 Pleasant Street
Concord, New Hampshire 03301

Subject: Modernized e-Filing System, RFP 2015-080 – Proprietary & Confidential Information

Dear Mr. Marchand:

RSI's proposal contains information submitted voluntarily that is of a confidential/proprietary and sensitive nature to RSI. In consideration of the receipt of this proposal, RSI respectfully asks that the State of New Hampshire not make this confidential information available in any manner to anyone outside the group directly responsible for the evaluation of its contents and in accordance with State public disclosure laws. Should the State of New Hampshire wish to disclose portions of this proposal to a requesting party, RSI reserves the right to review and redact this document first.

Proprietary/confidential material is identified in the table below.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher L. Barlow".

Christopher L. Barlow
Chief Financial Officer

CONFIDENTIAL AND PROPRIETARY INFORMATION

Confidential/Proprietary Information Notice

This proposal has been prepared in accordance with Revenue Solutions, Inc. (RSI's) understanding of the State of New Hampshire's Request for Proposal (RFP) No. 2015-080, Modernized e-Filing System and New Hampshire RSA 91-A:5, IV.

This document contains information submitted voluntarily that is of a confidential/proprietary and sensitive nature to RSI. In consideration of the receipt of this proposal, we respectfully ask that the State of New Hampshire not make this confidential information available in any manner to anyone outside the group directly responsible for the evaluation of its contents. We have marked the specific pages of this document that we deem proprietary, confidential and exempt from disclosure with the following footer: **CONFIDENTIAL/PROPRIETARY**.

None of the pages marked **CONFIDENTIAL/PROPRIETARY** have been offered outside the company for any other purpose and are only available to a few individuals within the company responsible for the development of proposals. RSI makes reasonable efforts to maintain this information within the company in a manner consistent with the protection of confidential information by restricting electronic and physical access only to those with a *need to know*. Outside of the company, RSI consistently uses non-disclosure agreements and similar contractual restrictions to maintain the secrecy of such information.

The information contained in this proposal describes RSI's technical solution in detail, as well as how RSI would implement, manage, and deliver that solution. RSI expended considerable time and money developing this information with the expectation that it would result in financial benefit to RSI alone. Competitors could use this information to obtain an unfair competitive advantage, such as using the information to derive RSI's solution concepts, pricing structure, project sizing methodology, implementation strategy, and project management approach. Therefore, were this information to be made public, competitors would find it extremely valuable because it would allow them to offer RSI's approach, strategy, solution components and management techniques as their own, or anticipate how RSI might respond to similar procurement opportunities in the future. Releasing this information publicly would do considerable harm to RSI's business and ability to compete.

Additionally, as a privately held company any corporate financial information provided with this proposal in a sealed envelope marked Confidential, such as audited financial statements, bank references, year-end statements, etc., is held in the strictest of confidence internally and is not approved for public release.

Due to the highly specialized nature of the technical professionals proposed for the work, the personnel information identified as confidential provides RSI with an economic advantage over competitors. The personnel information contained in this proposal describes RSI's technical staffing capabilities, with resumes of its staff including valuable professional information, such as professional certifications, education, specialized training and experience. Were this information made publicly available, competitors could use it to obtain an unfair advantage by attempting to recruit these personnel. Competitors could also reverse-engineer RSI's pricing strategy based on industry labor rates for these types of professionals and the detailed labor hours allocated to them in the proposal. RSI invested considerable time and money recruiting and training these highly specialized technical professionals with the expectation that RSI alone would benefit from these efforts. Furthermore, RSI developed the staffing approach for this proposal with the expectation that it would not be made available to the competition.

In addition, RSI respects the privacy of its clients and information concerning their internal systems, processes, projects, and contact information contained in the past performance project descriptions and client references included with this proposal. The personnel and client past performance/reference

information contained in this proposal likewise constitutes commercial information, independently exempt from disclosure.

The information in this proposal constitutes commercial or proprietary corporate financial information given in confidence, not required by statute, which serves as an independent justification for its exemption from FOIA requests. Releasing this information publicly would do considerable harm to RSI's business and ability to compete.

Confidential/Proprietary Material

RSI requests that the portions of the proposal identified below be treated as Confidential/Proprietary information.

Section	Pages	Justification
Section I: Executive Summary		
Executive Summary (except Minimum Standards response)	2 - 5	Contains trade secrets and propriety information regarding product and solution capabilities and functionality.
Section II: Glossary of Terms and Abbreviations		
Glossary of Terms and Abbreviations	N/A	N/A
Section III: Responses to Requirements and Deliverables		
C-1 SCOPE OF WORK	N/A	N/A
C-2 REQUIREMENTS	10 – 29	Contains trade secrets and propriety information regarding product and solution capabilities and functionality.
C-3 DELIVERABLES	30 – 35	Same as immediately above
Section IV: Narrative Responses		
Topic 0 – Description of Solution	37 – 44	Contains trade secrets and propriety information regarding product and solution capabilities and functionality.
Topic 1 – User Friendliness and Usability	45	Same as immediately above.
Topic 2 – Software Architecture	46 – 48	Same as immediately above.
Topic 3 – Software Releases	49 – 51	Same as immediately above.
Topic 4 – Ad Hoc/Federal Reporting	52	Same as immediately above.
Topic 5 – IT Standards	53	Same as immediately above.
Topic 6 – Interface Standards	54 – 55	Same as immediately above.

Section	Pages	Justification
Topic 7 - System Security	56 – 59	Same as immediately above.
Topic 8 – Backup and Recovery	60	Same as immediately above.
Topic 9 – Assurance of Business Continuity	61	Same as immediately above.
Topic 10 – Archiving	62	Same as immediately above.
Topic 11 - Preparation of State Staff on the Project Team	N/A	N/A
Topic 12 – User Training Approach	N/A	N/A
Topic 13 – Technical Knowledge Transfer	N/A	N/A
Topic 14 – Implementation Approach	67 – 73	Contains trade secrets and propriety information regarding product and solution capabilities and functionality.
Topic 15 – Testing	74 – 79	Same as immediately above.
Topic 16 – Migration Strategy	80	Same as immediately above.
Topic 17 – Environment Setup	81	Same as immediately above.
Topic 18 – System Acceptance Criteria	82	Same as immediately above.
Topic 19– Status Meetings and Reports	83 – 85	Same as immediately above.
Topic 20 – Risk and Issue Management	86 – 88	Same as immediately above.
Topic 21 – Scope Control	89 – 90	Same as immediately above.
Topic 22 – Quality Assurance Approach	91 – 92	Same as immediately above.
Topic 23 - Work Plan	93 – 96	Same as immediately above.
Section V: Corporate Qualifications		
E-1 Required Information on Corporate Qualifications E-1.1.1 Corporate Overview	N/A	N/A

Section	Pages	Justification
E-1.1.2 Financial Strength	In sealed envelope	Contains company sensitive financial information not authorized for public disclosure.
E-1.1.3 Litigation	N/A	N/A
E-1.1.4 Prior Project Descriptions	100 – 108	Contains client contact information and project descriptions based on proprietary solutions and implementation approaches.
E-1.1.5 Subcontractor Information	N/A	N/A
Section VI: Qualifications of Key Vendor Staff		
E-2 Team Organization and Designation of key Vendor staff (except E-2.1 State Staff Resource Worksheet)	111 – 113	Describes RSI's technical staffing capabilities, with qualifications of its staff that include valuable professional information.
E-3 Candidates for Project Manager	115 – 118	Same as immediately above.
E-4 Candidates for key Vendor staff Roles	119 – 125	Same as immediately above.
Section VII: Cost Proposal		
	N/A	N/A
Section VIII: Copy of the RFP and any signed Addendum		
	N/A	N/A
Section IX: Appendix		
Appendix A - Proprietary/Confidential Information Letter	N/A	N/A
Appendix B – Proposed Escrow Agreement	All	Contains proprietary corporate information.
Appendix B.1 – NH MeF Proposed Escrow Agreement Registration Agreement	All	Same as immediately above.
Appendix C - Modernized e-File Brochure	N/A	N/A

Section	Pages	Justification
Appendix D - Sample User Acceptance Test Plan	All	Contains trade secrets and propriety information regarding product and solution capabilities and functionality.
Appendix E - Sample Project Status Report	All	Same as immediately above.
Appendix F - Sample NH MeF Knowledge Transfer Plan	N/A	N/A
Appendix G - RSI Project Management Approach and Deliverables	All	Contains trade secrets and propriety information regarding product and solution capabilities and functionality.
Appendix H - NHDRA MeF Project Workplan	All	Same as immediately above.
Appendix I - Revenue Premier Brochure	N/A	N/A
Appendix J - RSI Maintenance and Support Agreement (Standard Template)	All	Contains proprietary corporate information.
Appendix K – Example Interface File	All	Same as immediately above.

**Multi Licensee Deposit Account
Software Escrow Agreement**

Date 02-10-2014
Licensor Revenue Solutions, Inc.
Agreement Number 60701

Notice: The parties to this Agreement are obliged to inform Escrow Agent of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the Intellectual property in the Software).

Escrow Agreement Dated:**Between:**

- (1) Revenue Solutions, Inc. whose principal office is at 42 Winter St. Pembroke, MA 02359 ("Licensor"); and
- (2) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Georgia with its principal office at 123 Mission Street, Suite 1020, San Francisco, CA 94105 USA ("Escrow Agent").

Background:

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software is the confidential information and intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation**1.1 In this Agreement the following terms shall have the following meanings:**

"Agreement" means the terms and conditions of this multi licensee deposit account software escrow agreement set out below, including the Schedule and Appendices hereto.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party.

"Deposit Account" means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with Escrow Agent.

"Deposit Account Agreement" means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

"Deposit Form" means the form at Schedule 1 which is to be completed by Licensor and delivered to Escrow Agent with each deposit of the Escrow Material.

"Escrow Material" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 3 of this Agreement.

"Full Verification" means the tests and processes forming Escrow Agent's Full Verification service and/or such other tests and processes as may be agreed between the parties for the verification of the Escrow Material.

"Integrity Testing" means those tests and processes forming Escrow Agent's Integrity Testing service, in so far as they can be applied to the Escrow Material.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"License Agreement" means the agreement under which a Licensee was granted a license to use the Software.

"Licensee" means any person, firm, company or other entity:

- 1.1.1 to whom a license to use the Software has been granted; and
- 1.1.2 whom Licensor has approved for registration under a Deposit Account Agreement; and
- 1.1.3 who has agreed to be bound by the terms and conditions of a Deposit Account Agreement by executing a completed Registration Agreement, forwarding the same to Escrow Agent and the receipt and registration of which has been acknowledged by Escrow Agent in writing to Licensor and Licensee;

and references in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"Order Form" means the order form setting out the details of the order placed with Escrow Agent for setting up this Agreement and/or the registration of a Licensee and/or Deposit Account under this Agreement.

"Registration Agreement" means an agreement in the form set out in Appendix 2 to be signed by Licensor, Escrow Agent and any company wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement including payment obligations as may be defined in the Registration Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"Software" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1 of a Deposit Account Agreement.

"Source Code" means the computer programming code of the Software in human readable form.

1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
- 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
- 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Deposit Accounts

- 2.1 Each time that the Licensor wishes to deposit different Escrow Material under the terms of this Agreement, the Licensor and Escrow Agent must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.
- 2.2 Each signed Deposit Account Agreement shall be supplemental to and be governed by the terms of this Agreement.
- 2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.

3 Licensor's Duties and Warranties

3.1 Licensor shall:

- 3.1.1 deliver a copy of the Escrow Material to Escrow Agent within 30 days of the date Escrow Agent receives an executed Deposit Account Agreement;
- 3.1.2 deliver an update or replacement copy of the Escrow Material to Escrow Agent within 30 days of a material update, error correction, enhancement, maintenance release or functional modification to the Software which results in an updated delivery of the object code version of the Software to Licensee;
- 3.1.3 ensure that each copy of the Escrow Material deposited with Escrow Agent comprises the Source Code of the latest version of the Software used by Licensee;
- 3.1.4 deliver to Escrow Agent an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the integrity of the Escrow Material media is maintained;
- 3.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:
 - 3.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 3.1.5.2 password/encryption details required to access the Escrow Material;
- 3.1.6 deliver with each deposit of the Escrow Material the following technical information (where applicable):
 - 3.1.6.1 documentation describing the procedures for building, compiling and installing the Software, including names and versions of the development tools;

3.1.6.2 Software design information (e.g. module names and functionality); and

3.1.6.3 name and contact details of employees with knowledge of how to maintain and support the Escrow Material; and

3.1.7 deposit a detailed list of the suppliers of any third party software and tools required to access, install, build or compile or otherwise use the Escrow Material.

3.2 Licenser warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material with Escrow Agent that:

3.2.1 it has the full right, ability and authority to deposit the Escrow Material;

3.2.2 in entering into this Agreement and any Deposit Account Agreement and performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and

3.2.3 the Escrow Material deposited under Clause 3.1 contains all information in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

4 Licensee's Responsibilities and Undertakings

4.1 Licensee shall notify Escrow Agent of any change to the Software that necessitates a replacement deposit of the Escrow Material.

4.2 In the event that the Escrow Material is released under Clause 7, Licensee shall:

4.2.1 keep the Escrow Material confidential at all times;

4.2.2 use the Escrow Material only for the Release Purposes;

4.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.2;

4.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and

4.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.

5 Escrow Agent's Duties

5.1 Escrow Agent shall:

5.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Material in a safe and secure environment;

5.1.2 notify Licenser and the relevant Licensee of the acceptance of any Registration Agreement; and

5.1.3 inform Licenser and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form and/or the Integrity Testing report or Full Verification report (as the case may be) generated from the testing processes carried out under Clause 11.

5.2 In the event of failure by Licenser to deposit any Escrow Material with Escrow Agent, Escrow Agent shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licenser and Licensee of Licenser's failure to deposit any Escrow Material.

5.3 Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing and the Full Verification processes. Escrow Agent shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 9.

Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

6 Payment

6.1 The parties shall pay Escrow Agent's fees and charges as published from time to time or as otherwise agreed, as listed in the Order Form. Escrow Agent's fees as published are exclusive of any applicable sales tax.

6.2 If Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.

6.3 Escrow Agent shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.

6.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per

month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.

- 6.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

7 Release Procedures

- 7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by Escrow Agent of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent will release the Escrow Material to a duly authorized representative of Licensee if any of the events listed at clause 6 of the Registration Agreement ("Release Event(s)") occur.
- 7.2 Licensee must notify Escrow Agent of the occurrence of a Release Event specified in the Registration Agreement by delivering to Escrow Agent a notice in writing ("Notice") declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as Escrow Agent shall reasonably require.
- 7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
- 7.3.1 Escrow Agent shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and
- 7.3.2 unless within 14 calendar days after the date of dispatch of the Notice by Escrow Agent, Escrow Agent receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof.

Escrow Agent will release the Escrow Material to Licensee for its use for the Release Purposes.

- 7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, Escrow Agent shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.
- 7.5 Within 90 calendar days of dispatch of the counter-notice by Escrow Agent, Licensee may give Licensor and Escrow Agent written notice of its intention to arbitrate under Clause 7 ("Demand").
- 7.6 If, within 90 calendar days of dispatch of the counter-notice by Escrow Agent to Licensee, Licensee has not given a Demand to Licensor and Escrow Agent, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes regarding Release Event(s)

- 8.1 All disputes regarding whether the Release Event(s) specified in the Notice occurred before the Licensee delivered the Notice to Escrow Agent shall be decided by one (1) arbitrator. The place of the arbitration shall be Boston, Massachusetts. If the Licensor and Licensee have not agreed on an arbitrator within seven (7) days after the Licensor receives the Demand, the American Arbitration Association (AAA) shall appoint an arbitrator within ten (10) days of receipt of a request to appoint an arbitrator, which may be filed by either the Licensor or Licensee. The arbitrator's agreement to the deadlines set forth in this Clause 8 shall be a condition to the appointment as arbitrator, but failure to adhere to these time limits shall not be a basis for challenging the award.
- 8.2 Within seven (7) days of the appointment of the arbitrator, the Licensor and Licensee shall each provide written submissions to the arbitrator, together with all documentary evidence in their possession in support of their claim.
- 8.3 Based solely on the written submissions of the Licensor and Licensee, and without the need for a hearing, the arbitrator shall render and deliver his or her award to the Licensor, the Licensee and Escrow Agent within fourteen (14) days of receiving the written submissions from the Licensor and Licensee. The Licensee and Licensor may agree to extend this time limit or the arbitrator may do so in its discretion if he or she determines that the interest of justice so requires.
- 8.4 The award shall be limited to a determination of whether or not there existed a Release Event at the time Licensee delivered the Notice to Escrow Agent and, where the Licensor claims within the timescales specified in Clause 7.3.2 that the Release Event has been rectified and the Licensee does not agree, to a determination of whether or not the Release Event has in fact been rectified. In addition, the arbitrator shall award the prevailing party its attorneys' fees and costs, including the fees and costs of the arbitrator.
- 8.5 The arbitral award shall be final and binding upon the Parties hereto. If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to Escrow Agent, Escrow Agent is hereby authorized to release and

deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then Escrow Agent shall not release the Escrow Material and shall continue to hold the Escrow Material in accordance with the terms of this Agreement.

- 8.6 The Parties agree that the arbitration provided in this Clause 8 shall not be consolidated or joined with any other proceeding regarding disputes between or among any of the Parties.

9 Confidentiality

- 9.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.
- 9.2 In the event that Escrow Agent releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.
- 9.3 Subject to Clause 9.4, Escrow Agent agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 9.4 Escrow Agent may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that, unless prohibited by the terms of the order or the relevant law or regulation, Escrow Agent has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where Escrow Agent obeys or complies with any such order, judgment or decree, Escrow Agent shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.
- 9.5 Any request by a Licensee under clause 11.3 for a Full Verification shall not be disclosed to any other Licensee(s) except as the requesting Licensee agrees.

10 Intellectual Property Rights

- 10.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") is transferred to Escrow Agent. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.
- 10.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in Escrow Agent. Licensor and Licensee shall each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only. Licensor and the party who commissioned the Full Verification shall each be granted a non-exclusive right and license to use the Full Verification report for the purposes of this Agreement and their own internal purposes only.

11 Integrity Testing and Full Verification

- 11.1 Escrow Agent shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by Escrow Agent under this Agreement.
- 11.2 As soon as practicable after the Escrow Material has been deposited with Escrow Agent, Escrow Agent shall apply its Integrity Testing processes to the Escrow Material.
- 11.3 Any party to this Agreement shall be entitled to require Escrow Agent to carry out a Full Verification. Subject to Clause 11.4, Escrow Agent's prevailing fees and charges for the Full Verification processes and all reasonable expenses incurred by Escrow Agent in carrying out the Full Verification processes shall be payable by the requesting party.
- 11.4 If the Escrow Material fails to satisfy Escrow Agent's Full Verification tests as a result of being defective or incomplete in content, Escrow Agent's fees, charges and expenses in relation to the Full Verification tests shall be paid by Licensor.
- 11.5 Should the Escrow Material deposited fail to satisfy Escrow Agent's Integrity Testing or Full Verification tests under Clauses 11.2 or 11.3, Licensor shall, within 14 days of the receipt of the notice of test failure from Escrow Agent, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 3. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, Escrow Agent will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.

12 Escrow Agent's Liability

- 12.1 Nothing in this Clause 12 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.
- 12.2 Subject to Clause 12.1, Escrow Agent shall not be liable for:
- 12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors, and in such event, Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of \$250,000 (two hundred and fifty thousand US dollars); and
- 12.2.2 any special, indirect, incidental or consequential damages whatsoever.
- 12.3 Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 12.4 Escrow Agent shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 12.5 Escrow Agent shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.
- 13 Indemnity**
- 12.1 Save for any claim falling within the provisions of Clause 12.1, the Licensor and the Licensee involved in the dispute or litigation jointly and severally agree at all times to indemnify and hold harmless Escrow Agent in respect of all of its legal and all other costs (including reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Licensor and the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 12.2 The Licensor shall assume all liability and shall at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of Escrow Agent in respect of the Escrow Material as contemplated under this Agreement.
- 14 Term and Termination**
- 14.1 This Agreement and any Deposit Account Agreement shall continue until terminated in accordance with this Clause 14.
- 14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, Escrow Agent will give Licensee(s) a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, Escrow Agent shall have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, Escrow Agent shall provide appropriate documentation to assist in such recovery.
- 14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination Escrow Agent will make the Escrow Material available for collection by Licensor or its agents from the premises of Escrow Agent during office hours. After such 30 day period Escrow Agent has the authority to destroy the Escrow Material.
- 14.4 Notwithstanding any other provision of this Clause 14, Escrow Agent may resign as escrow agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60) days written notice to Licensor and Licensee(s). In the event that this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, Licensor or Licensee(s) shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee(s). If Escrow Agent is notified of the new custodian within the notice period, Escrow Agent will forthwith deliver the Escrow Material to the new custodian. If Escrow Agent is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, Escrow Agent will return the Escrow Material to Licensor.

- 14.5 Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to Escrow Agent.
- 14.6 If the License Agreement with a Licensee has expired or has been lawfully terminated, then Licensee shall give notice to Escrow Agent within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licenser shall be entitled to give written notice to Escrow Agent to terminate the relevant Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licenser, Escrow Agent shall notify Licensee of Licenser's notice to terminate. Unless within 30 days of Escrow Agent giving such notice to Licensee, Escrow Agent receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee shall be deemed to have consented to such termination and Licensee's rights under the relevant Deposit Account Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 8. Upon termination of all registered Licensees under a Deposit Account Agreement under this Clause, Escrow Agent shall return the Escrow Material to Licenser.
- 14.7 Subject to Clause 14.6, Licenser may only terminate the interests of any Licensee under a Deposit Account Agreement with the written consent of that Licensee.
- 14.8 Subject to Clause 14.6, Licenser may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Licensees.
- 14.9 A Deposit Account Agreement shall automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.
- 14.10 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement shall, upon the coming into force of the new agreement in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request Escrow Agent to either transfer the Escrow Material to the new agreement or ask Licenser under the new agreement to deposit new material. If new material is deposited, upon its receipt, Escrow Agent shall, unless otherwise instructed, destroy the Escrow Material.
- 14.11 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.
- 14.12 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licenser, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by Escrow Agent pending registration of other Licensees.
- 14.13 The provisions of Clauses 1, 4.2, 8, 9, 10, 11.1, 12, 13, 14.13 to 14.15 (inclusive) and 15 shall continue in full force after termination of this Agreement.
- 14.14 On and after termination of this Agreement and/or a Deposit Account Agreement, Licenser and/or Licensee(s) (as appropriate) shall remain liable to Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 14.15 The termination of this Agreement and/or a Deposit Account Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

15 General

- 15.1 Licenser and Licensee(s) shall notify Escrow Agent and each other, within 30 days of its occurrence, of any of the following:
- 15.1.1 a change of its name, principal office, contact address or other contact details; and
 - 15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.
- 15.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement, except as provided in Clause 8, will be resolved in the state or federal courts in San Francisco, California and the parties hereby expressly consent to the jurisdiction thereof.
- 15.3 This Agreement and the relevant Deposit Account Agreement together with any relevant Order Form and, in respect of each Licensee, their Registration Agreement, and any relevant Escrow Agent standard terms and conditions including Escrow Agent escrow terms and conditions and, where applicable, Escrow Agent verification terms and conditions represents the whole agreement relating to the escrow arrangements between Escrow Agent, Licenser and that Licensee for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement shall prevail.

permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:

- (i) if delivered by hand or courier, at the time of delivery;
- (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
- (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

- 15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 15.6 Escrow Agent shall be entitled to transfer or assign this Agreement upon written notice to both Licensor and all Licensees.
- 15.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 15.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 15.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 15.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 15.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of Revenue Solutions, Inc.

Name: Christy L. Basler

Position: CFO (Authorized Signatory)

Signed for and on behalf of NCC GROUP ESCROW ASSOCIATES, LLC

Name: Wayne Phillips

Position: Sales Manager (Authorized Signatory)

Appendix 1

Deposit Account Agreement

Agreement dated:

Between:

- (1) Revenue Solutions, Inc. whose principal office is at 42 Winter St. Pembroke, MA 02359 ("Licensor"); and
- (2) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Virginia with its principal office at 123 Mission Street, Suite 1020, San Francisco, CA 94105 USA ("Escrow Agent").

Agreement:

In consideration of the mutual obligations and undertakings contained in the multi licensee deposit account software escrow agreement number _____ dated _____ ("Agreement") between the Licensor and Escrow Agent, the parties to this agreement agree as follows:

- 1 This agreement is a Deposit Account Agreement (as defined in the Agreement).
- 2 This Deposit Account Agreement is supplemental to and governed by the terms and conditions of the Agreement.
- 3 This Deposit Account Agreement relates to the Escrow Material as defined in the Agreement and as described below.
- 4 Escrow Agent's fees are payable as set out in the Order Form.
- 5 Deposit Accounts:
Deposit Account 1: 60702 – ITP – 02/06/2014
Deposit Account 2: 60703 – MeF – 02/06/2014
Deposit Account 3: 60704 – PW – 02/06/2014
Deposit Account 4: 61419 – TM – 05/21/2014

Signed for and on behalf of [Licensorname]

Name: Charles H. Bush
Position: CFO
Date: 2/2/14
(Authorized Signatory)

Signed for and on behalf of NCC GROUP ESCROW ASSOCIATES, LLC

Name: W. J. Phillips
Position: Escrow Agent
Date: 2/2/14
(Authorized Signatory)

Appendix 2

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Revenue Solutions, Inc. whose principal office is at 42 Winter St. Suite 36 Pembroke, MA 02359 ("Licensor");
- (2) NCC Group Escrow Associates, LLC, a corporation organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 1020, San Francisco, CA 94105 USA ("Escrow Agent"); and
- (3) Licensee's Name:
Whose principal office is at: ("Licensee");

Agreement:

1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 60701 dated 02/07/2014 ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) dated , both between Licensor and Escrow Agent.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. Licensor and Licensee agree to compensate Escrow Agent for its services pursuant to this agreement according to the schedule following:
5. This Registration Agreement shall take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
6. The Release Events for the undersigned Licensee are as follows:
 - i. a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - ii. Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to Licensee that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or
 - iii. any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or
 - iv. Licensor takes any corporate action authorizing any of the foregoing; or
 - v. any similar or analogous proceedings or event to those in Clauses 6.1.1 to 6.1.3 above occurs in respect of Licensor within any jurisdiction outside the USA; or
 - vi. Licensor ceases to carry on its business or the part of its business which relates to the Software; or
 - vii. Licensor or, where relevant, its agent, parent, subsidiary or associated company is in material breach of its obligations as to maintenance or modification of the Software under the License Agreement or any maintenance agreement entered into in connection with the Software and has failed to remedy such default notified by Licensee to Licensor within a reasonable period.

Signed for and on behalf of

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of Revenue Solutions, Inc.

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of NCC GROUP ESCROW ASSOCIATES, LLC

Name: |

Position: | (Authorized Signatory)

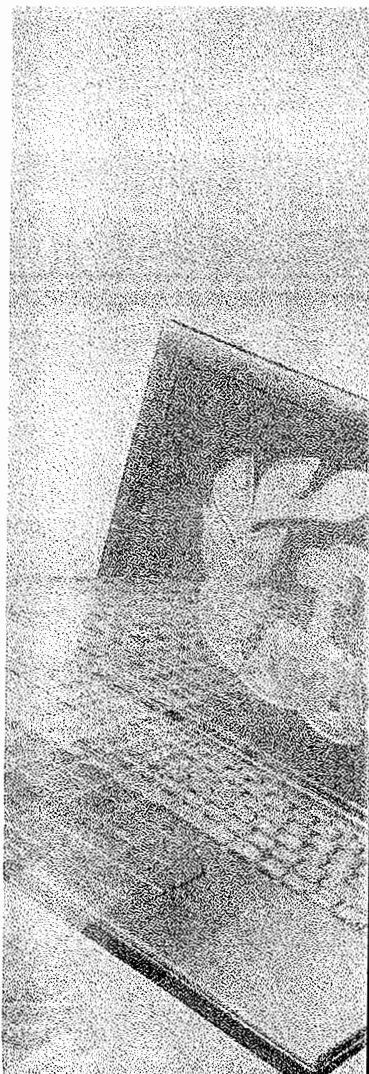
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Business Challenge

Tax and Revenue Agencies who participate in the IRS's Fed/State e-File program save millions of dollars a year processing returns electronically versus handling and keying paper returns. The IRS is modernizing its Fed/State filing program with the introduction of Modernized e-File (MeF). MeF utilizes new standards and technical advances for filing exchanges that allow for more flexible, simpler operations, enhanced security, inclusion of additional State tax return data (as well as the entire IRS return), better feedback to preparers, and improved timeliness. Since the legacy IRS e-File process is being phased out, agencies must complete the transition to MeF by the 2013 tax processing season to continue receiving Individual Income Tax returns electronically from the IRS. Therefore, it is imperative that States plan their transition to the new MeF program now.

Solution

Revenue Solutions, Inc. (RSI) leverages its significant experience with the MeF technology, processes, data formats and industry standards to provide a full range of Modernized e-File services. In addition to supporting Tax and Revenue Agencies with their tax return processing applications over the past 14 years, RSI's MeF experience also includes working with the TIGERS committee, which was responsible for developing the technical foundation of the MeF Fed/State eFile program. RSI is the only vendor that provides the TIGERS committee support by reviewing XML schemas for tax returns submitted by States.

RSI has utilized its extensive tax processing background and MeF knowledge to develop a MeF software package that enables agencies to rapidly transition to the platform, and also assures agencies of its compliance with the IRS MeF program. RSI's solution supports all tax types currently available for processing via MeF (Individual Income, Corporate and Partnership) and is in production operation for Individual Income Tax. RSI is currently undergoing implementations in a number of States for Individual Income, Corporate, and Partnership tax types. RSI's MeF solution is designed in a manner that readily enables additional tax types to be supported as they become available in the future for processing via MeF. RSI offers a complete set of services to MeF customers ranging from implementation of RSI's MeF solution to product maintenance. Specifically, RSI provides the following services to MeF customers:

- Requirements confirmation;
- MeF XML schema design;
- Technical infrastructure design and configuration;
- Implementation of Agency-specific business rules, file transformation, and reporting requirements;
- MeF to returns processing system interface development;
- On-site user acceptance testing;
- Production deployment;
- Training;
- Product maintenance; and,
- Timely support when the IRS changes the MeF program specifications.

RSI's MeF product is comprised of two components: the *MeF Gateway* and the *MeF Viewer*.



MeF Gateway:

1. Supports the downloading of both Federal and State returns along with attachments from the IRS; and,
2. Supports the messaging to and from the IRS to acknowledge receipt and acknowledgements, including error handling with feedback to preparers.

The MeF Gateway manages the receipt of new submissions, acknowledgement to the IRS, storing submissions in the database, and transforming data into the State-specific file layout for processing. Error information, log messages and other transmission information is available for error resolution and research through the MeF Gateway.

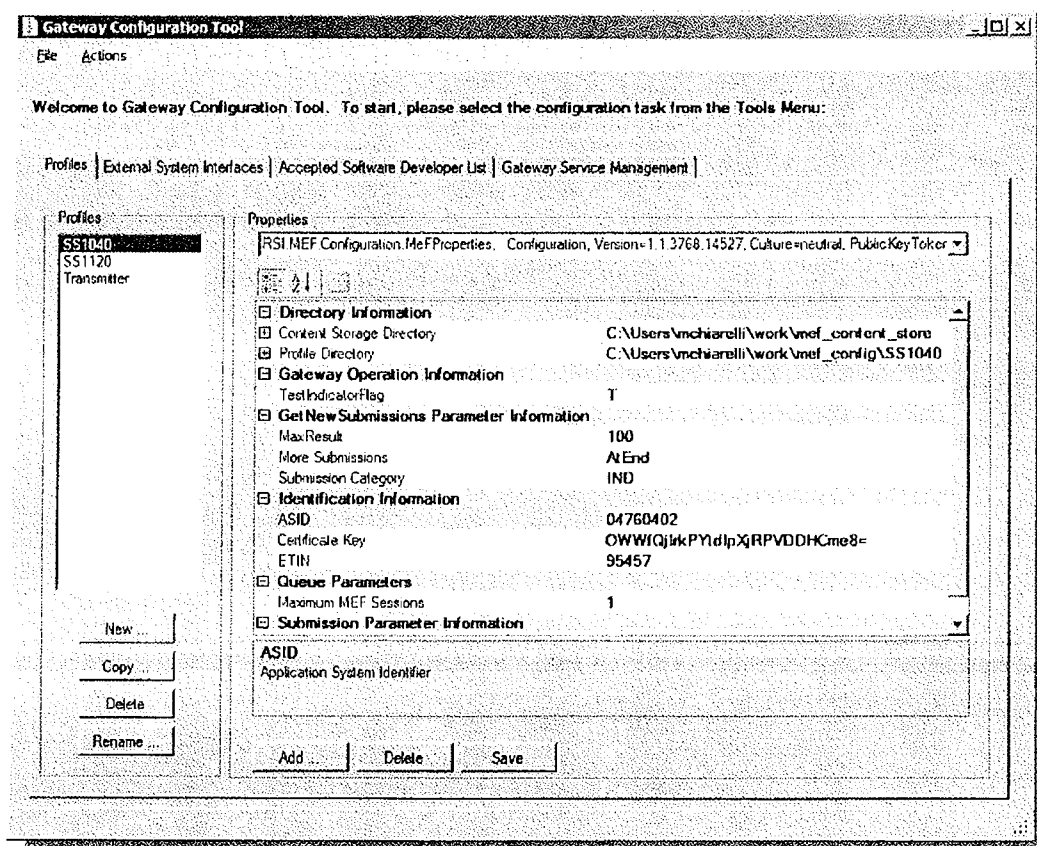


Figure 1: RSI's MeF Gateway Configuration Tool provides an easy way for users to maintain information regarding the MeF process for the State

MeF Viewer:

1. Supports the capability to view the downloaded Federal and State return data along with any attachments; and,
2. Provides a forms quality view of both the Federal and State return data.

The MeF Viewer allows users to search and view specific returns. Search options include Employee Identification Number (EIN), Taxpayer Identification Number or Social Security Number (TIN/SSN), Submission ID, and Federal Submission ID. Upon searching, users can view State and Federal forms and attachments, PDF attachments, and error list information. The viewer renders a PDF by combining the form data with a PDF designed to mirror an actual paper return.

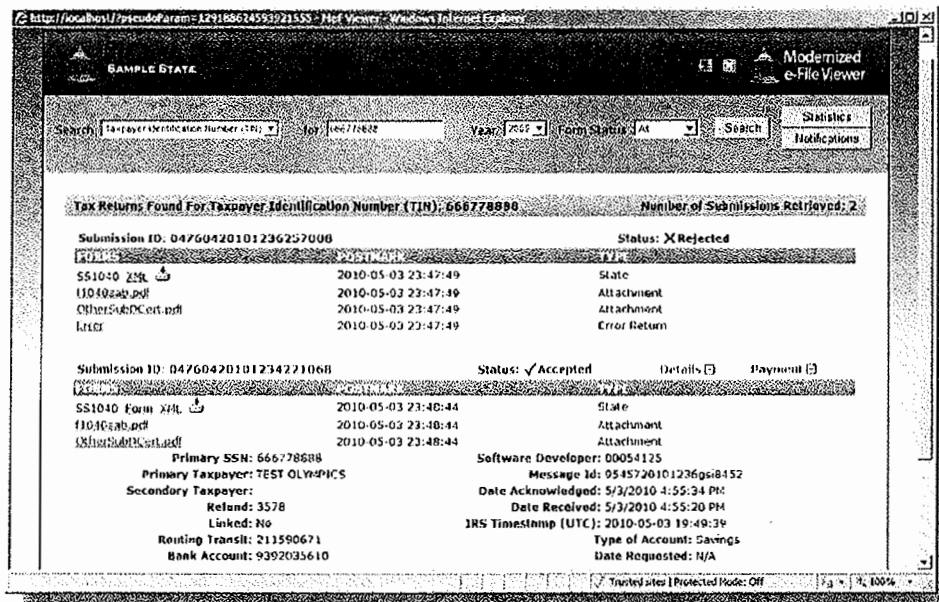


Figure 2: RSI's MeF Viewer enables users to view electronic returns in a natural tax form manner

Both the MeF Gateway and MeF Viewer are secured and comply with the IRS's Pub 1075 security requirements. The table below summarizes the Features and Benefits of RSI's MeF Solution.

Features of RSI's MeF Solution	Benefits to Revenue Agencies
Full implementation of the IRS MeF Administrative and State messages	Provides access to all capabilities offered by the IRS MeF system.
Local and IRS Assurance Test System (ATS) facilities	Provides ability to conduct local testing of new forms and enhancements without the need to wait for the IRS to process documents and provides the transmitter tool to allow the State to send submissions through the IRS Assurance Test System (ATS) without the need for third-party transmitters.
Strong authentication	Required for access to IRS MeF server as of June 2009.
RSI Translator performs an XML form to text format for input into a backend processing system	Provides ability to implement additional MeF tax types/forms and develop the format for integrating new MeF return data with the backend system without modifying code.
MeF Gateway plug-in architecture	Allows extension of the RSI MeF solution to address future business needs without reliance on RSI to modify the core application.
Windows service implementation	Runs in a hands-off mode, 24 x 7 and allows distribution of processing across the server or multiple servers.
Data redundancy	Minimizes the potential for a service outage.
IRS Publication 1075 compliant	Eliminates a significant operational risk regarding data security.
MeF Viewer	Provides forms quality viewing of return data, attachments and acknowledgement results.
Open database model	Enables ad hoc reporting utilizing existing, industry-standard RDBMS in-house reporting tools.
Satisfies MeF communications requirements "Out of the Box"	Compliance with the IRS MeF program.
Supported product with full maintenance	Provides the Agency an optional maintenance agreement for product enhancements and support.
Packaged solution	Reduces Agency cost and accelerates time to implementation.
Testing services	Enables an Agency to test the MeF process end-to-end and resolve issues in a timely manner.

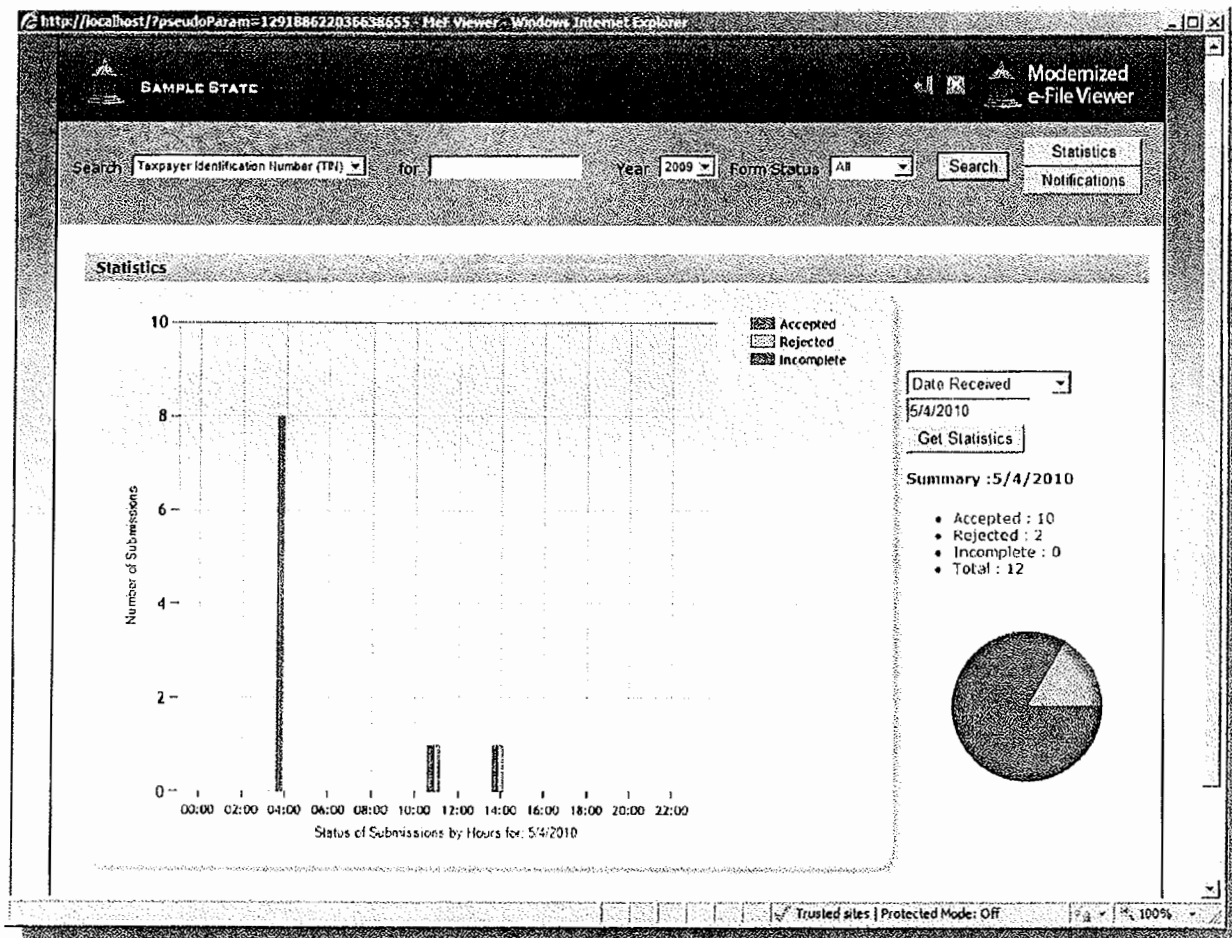


Figure 3: RSI's MeF Viewer Statistics page shows returns that have come in over the course of the day

Summary

RSI is both a product and services company whose mission is to assist government agencies to meet their business objectives of streamlining operations, improving customer service, maximizing collections and increasing tax compliance using enabling information technologies. With a dedicated team of full-time business and information systems consultants and a suite of software solutions, RSI is one of the largest organizations of its kind dedicated exclusively to the Tax and Revenue industry.

Contact an RSI representative today to see how RSI's MeF solution and services can help your agency comply with the latest IRS e-File standards and requirements. For more information, please call us at (888) 826-1541 or visit our website at www.RevenueSolutionsInc.com.

Revenue Solutions, Inc. ■ Revenue Management and Compliance Management Specialists

42 Winter Street ■ Pembroke, MA 02359 ■ (888) 826-1541 ■ www.RevenueSolutionsInc.com

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Revenue Solutions, Inc.



NH Modernized e-File

UAT Test Plan

Version 1.0
7/30/2014

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1. DOCUMENT CONTROL

1.1. REVISION HISTORY

Date	Author	Version	Change Reference
7/30/14	Jonathan Slusarz	1.0	Initial Draft

2. EXECUTIVE SUMMARY

This User Acceptance Testing (UAT) Plan provides the testing framework for the User Acceptance Testing phase of the project. It defines the general approach that will be employed to test the software and evaluate the testing results.

User Acceptance Test Case will be executed by NHDRA resources with RSI's functional and technical support. UAT Test Cases are pre-defined to verify end-to-end business process per the approved design. The business Test Cases are documented in the form of test scripts and are cross-referenced to the Business Rules & Requirements. A test Case will address multiple requirements. Regression testing is incorporated into UAT through retesting of associated scripts that do not pass without an exception.

3. TEST STRATEGY

The testing process will focus on five core testing areas:

- a) Gateway Tests
- b) MeF Viewer Tests
- c) IWAY and TIMS integration
- d) Report Testing

Pre-identified Test Cases and data will be used for testing which will include information required for execution for both MeF production and NH plug-in functions. Prior to starting UAT, RSI (with NHDRA user participation as necessary) will conduct system testing which will:

- Verify that the MeF software has been correctly installed in the test environment
- Verify that various components of solution perform and communicate across components as designed and configured
- Confirm that the application is fully operational and ready for UAT

3.1. USER ACCEPTANCE TESTING

In this phase of testing, users will execute and validate the pre-defined Test Cases end-to-end. The NHDRA testers will verify the results of the output data from the Test Cases. This testing workbook can be expanded with additional taxpayer cases and will be performed in an end-to-end testing manner.

3.1.1. Test Case Preparation

UAT Test Cases will be identified and defined with participation from business users and project team members. Test Case preparation will be done in 2 steps,

- Test Case identification - business process to be tested, requirement coverage/traceability
- Test Case data preparation – filling out various forms with specific data elements.

Test Case Identification and Traceability

The following information should be defined for each identified Test Case (or test case).

- a) Test Case Number – A unique identifier for each Test Case
- b) Test Case Title – Meaningful short description for the Test Case identifying the focus of that Test Case
- c) Step number – The order that the test functions should be followed.



- d) Function – A description of the test step.
- e) Input – Identifies any dependencies across Test Cases that need to be completed prior to starting execution of this Test Case. This will also list all data (IRS and NH) including schedules that are required for execution of the Test Case and will be used for data preparation.
- f) Expected Results – This will list the expected outcome from the execution of the Test Case
- g) Status – Did the step Pass, Fail, or Pass with an issue.
- h) Defect # - If the step does not pass, the defect number is tracked so that it can be retested.
- i) Actual Results – The results of the test are documented.

Rules/Requirements Traceability

A separate matrix has been created in Excel with the DRA requirements/business rules and Test Case Ids indicating coverage of each requirement.

Test Case Data Preparation

Once the Test Case identification and traceability is complete, data will be created and the prerequisites will be addressed for the Test Cases. Electronic copies of each form/prepared data will be named same as the Test Case Id and suffixed by relevant name. During data preparation, when multiple forms of same type are used for multiple requirement validation they could be referred to as test condition within the Test Case. Hence there could be more than one test condition within a test Case.

3.1.2. Test Case Execution

Test execution will follow the pre-identified Test Cases to enable controlled testing and validation for effective and timely completion of UAT. Additional columns will be added to master list of Test Cases to indicate assignment, date of execution and status. Any incidents (defects/enhancements) identified during testing will be compiled in an Incident tracking sheet with following information for effective communication and tracking.

- Incident ID
- Incident Type
 - Defect – Error in application
 - Enhancement – New feature identified during testing
 - Issue – Any incident which requires additional assessment to determine whether it is a defect or enhancement
- Synopsis
- Description – includes steps to recreate and any additional information
- Reported by
- Date reported
- Assigned To
 - RSI Dev Team (for MeF application or plugin defects)
 - DRA/DoIT Dev Team (reporting or PDF mapping defects)
 - DRA Project Team (for any business related issue, such as design or requirement related)
- Severity – This will be defined by Test Lead
 - Critical – Indicating that due to this defect, majority/all of system is non-operational (e.g. cannot download a submission)
 - High – Indicating that due to this defect, a component of system is non-operational but remaining functionality is working (certain business rules validation is failing, or a particular report cannot be generated)

- Medium – Indicating that a particular feature is not working as designed but there is a viable workaround. (e.g. data not formatted correctly for an optional field of a schedule that is not used for back-end processing)
- Low – Indicating cosmetic change (e.g. spelling mistake of a field name)
- Status
 - New – When a defect is logged
 - Open – When a defect is analyzed and assigned
 - Resolved – When a fix has been provided for the reported incident
 - Closed – When the resolution is verified by the testing team (or test lead in case of non-defect)
 - Duplicate
 - Erroneous Entry – when a reported incident is analyzed to be 'as designed' or was a 'user error' in execution of the test condition
- Date Resolved
- Resolution – Summary of fix (e.g., code fixed, change request documented for new requirement, duplicate incident Id, any additional notes etc.)

It will be tester's responsibility to take appropriate screenshots to support any reported incident or successful completion of a test Case.

4. ASSUMPTIONS

- i. The UAT environment and desktops will be available to perform testing.
- ii. System testing is complete.
- iii. Testers will execute pre-identified and approved test Cases
- iv. Resources identified in this plan are available to test the application and resolve defects and address issues as they are raised by the test team.
- v. UAT will be executed by agency users and supported by RSI functional/technical team members
- vi. Incidents will be logged and tracked by the Test Lead or a designee.

5. TEST PLAN

5.1. RESOURCE

It is ideal to have testing participants from all business areas involved with the application. The following is table of resource needs and their responsibilities as it pertains to testing

Resource Type	Responsibilities	Name
Project Manager	• Communication with DRA test team to agree on format and scope of UAT • Oversee overall testing process • Help with the development of the UAT test scripts	Roger Marchand (DRA) Jonathan Slusarz (RSI)
Test Lead	• Lead in the preparation of test scripts/cases to ensure the application performs to the approved design at an acceptable level • Ensure that the test scripts are available for testers • Ensure that defects identified during UAT are logged • Ensure testing takes place within agreed timeframes	Jonathan Slusarz (RSI)

Resource Type	Responsibilities	Name
Testers	- Execute test scripts/cases to ensure the application performs to the approved design at an acceptable level - Document testing results	Jonathan Slusarz (RSI)
Dev Team	Resolve identified defects	Mark Chiarelli (RSI) Siham Jawish (RSI) Steven Johnson (DRA/DoIT) Collen Giuda (DRA/DoIT)

5.2. SCHEDULE

All functionality and test data will be migrated to the UAT environment prior to the start of user acceptance testing.

Activity	Lead Responsibility	Date
Identify and select testers for UAT		
Develop test Cases and scripts/cases		
Validate participants availability for testing		
Review Test Cases/scripts for accuracy, completeness and sequence (confirm test data is correct)		
Ensure UAT desktops configured for testing		
UAT environment validation		
Testing by UAT participants		

5.3. ENVIRONMENTAL NEEDS

Following test environments will be required to successfully execute identified test Cases.

- MeF gateway and viewer servers
- Legacy test environment for testing Gateway output files
- IRS test server (out of project team's control)

NH MeF Project WEEKLY STATUS REPORT

To: Roger Marchand: NH MeF Project Manager
From: Jonathan Slusarz (222 333 4444 or jslusarz@rsimail.com)
Dates: 07/07/14 - 07/11/2014

Project Status

Progress This Period

- Prep meeting for the NH Modernized e-File Implementation and FTI data meeting with IRS SafeGuard group was held on the morning of 7/8/14.
- Project team meeting was held on 7/8/14.
- Work plan for project was updated and sent to the NH team on 7/9/14.
- Meeting for the NH Modernized e-File Implementation and FTI data with IRS SafeGuard group was held the afternoon of 7/9/14. During the meeting additional guidance on FTI compliance for the NH MeF environment was provided.
- Review of the project management deliverables was started on 7/10/14.
- Review of the NH MeF business rules and schema continued. A final list of business rules was sent to the NH team for approval on 7/10/14.
- The project requirements document was updated based on the meeting with the IRS SafeGuard group.
- Continue to work on the development of the Technical Architecture Configuration.

Scheduled Activities Not Completed

- N/A

Activities Planned for Next Period

- Finalize project management deliverables.
- Update project work plan to incorporate NHDRA tasks (merge the plans).
- Finalize the NHDRA MeF business rules.
- Finalize the NHDRA MeF requirements inventory.
- Deliver draft of NHDRA MeF technical architecture.

Action Items or Issue

Date Identified	Details	Owner
6/27/14	Waiting for approval from NH DRA IT Department for VPN access to the NH network.	Roger Marchand

STATE OF NEW HAMPSIRE

DEPARTMENT OF REVENUE
ADMINISTRATION



KNOWLEDGE TRANSFER PLAN

NH MODERNIZED E-FILE

JULY 29, 2014
VERSION 1.2

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1. DOCUMENT CONTROL

1.1. REVISION HISTORY

Date	Author	Version	Change Reference
6/27/14	Jonathan Slusarz	1.0	Initial Draft
7/28/14	Jonathan Slusarz	1.1	Updates based on client feedback.
7/29/14	Jonathan Slusarz	1.2	Updates based on client feedback

1.2. REVIEWERS AND APPROVERS

Name	Position	Reviewer/Approver (R/A/RA)
Joseph Monagle	DRA IT Lead	RA
Roger Marchand	NH DRA Project Manager	RA
Karen Sampson	MeF Technical Lead	RA

2. INTRODUCTION

This deliverable addresses three Knowledge Transfer (KT) training components within the context of the NH DRA MeF Project: Instructor-Led Classroom Training (ILT), Documentation, and Developer KT. This document also describes the Knowledge Transfer that will be performed in a structured training environment with pre-defined course materials and description of the Documentation. This document describes a normal training plan, as well as informal coaching of Government resources to manage the processes required for day-to-day business operations.

Part of the RSI MeF product and development oriented training will be performed early in the engagement to NH DRA development and administration staff to support development and operations support needs. Administrators and Developers from NH DRA will be engaged during the development and deployment of the application on-site. This will serve as a hands-on knowledge transfer in addition to the Instructor-Led Classroom Training.

3. INSTRUCTOR-LED TRAINING COURSES

RSI will provide Instructor-Led Training in a classroom environment to transition the knowledge of the MeF solution to NH DRA employees. RSI has analyzed the various components of the MeF solution from both a training and knowledge transfer perspective and has developed a recommend training curriculum. The following subsections contained within "Instructor-Led Training Courses" (ILT) serve as a quick reference for the content and curriculum of the training developed for MeF.

Each course outline contains the following specifications for all ILT courses for the project:

- Course Name
- Course Description
- Target Audience
- Delivery Methods
- Course Format
- Course Objectives
- Course Prerequisites
- Duration
- Key Learning Objectives
- Facility/Training Material Requirements

NH DRA will perform participant scheduling for the courses outlined in the following subsections. Scheduling should be done with consideration to training room availability, participant availability, training course duration and training course pre-requisites. Training is currently scheduled for the week starting October 27, 2014.

There are a total of five training courses, all of which are scheduled to be delivered near the end of the project in a one-week span.

Course Name	Target Attendees	Duration	Course Day
RSI MeF Gateway Architecture	MeF Administrators MeF Developers	4hrs	Day 1
NH DRA Site Implementation	MeF Administrators MeF Developers	3hrs	Day 1
XML Tax Forms Handling	MeF Business Analysts MeF Developers	4hrs	Day 2
Gateway Design and Programming	MeF Developers	4hrs	Day 2
MeF Viewer Usage	MeF Viewer End Users	2hrs	Day 3

3.1. RSI MEF GATEWAY ARCHITECTURE

Course Name:	RSI MeF Gateway Architecture
Course Description:	This class covers the components of the MeF technical architecture and basic operations
Target Audience:	MeF Administrators MeF Developers
Delivery Methods:	Instructor-Led Training
Course Format	Microsoft PowerPoint presentation & MeF System
Course Objectives:	To understand the MeF Architecture.
Course Prerequisites:	None
Duration	4 hours (Day 1)
Key Learning Objectives:	• Overview of the System • Communications Gateway • Submissions and Acknowledgements • The Scheduler • Request WorkFlows • Exception Processing • Monitoring and Alerting • Production and Test Servers • Logging and Auditing • Database tables • The Viewer • Security • Walk a Submission through the System
Number of Course Executions	1
Facility/Training Material Requirements:	Classroom Specifics A recommended maximum of 10 participants will attend this class. The instructor should have a terminal and projection panel at the front of the classroom, and participants should be seated facing the instructor Classroom Materials Each classroom should be set up with the following equipment and materials: Screen for Projection Projector

	Markers/Pencils Name Tents Flipchart or Whiteboard Participant Guides

3.2. NEW HAMPSHIRE (NH) SITE IMPLEMENTATION

Course Name:	NH Implementation
Course Description:	This class covers the components of the MeF solution that are specific to the NH implementation.
Target Audience:	MeF Administrators MeF Developers
Delivery Methods:	Instructor-Led Training
Course Format	Microsoft PowerPoint presentation & MeF System
Course Objectives:	To understand the NH MeF solution, its components, and users.
Course Prerequisites:	RSI MeF Gateway Architecture
Duration	3 hours (Day 1)
Key Learning Objectives:	MeF Computing environment Overview of Integration Points Back-end Integration Business Rule implementation Viewer Form Mapping Configuration Security
Number of Course Executions	1
Facility/Training Material Requirements:	Classroom Specifics A recommended maximum of 10 participants will attend each class The instructor should have a terminal and projection panel at the front of the classroom, and participants should be seated facing the instructor Classroom Materials Each classroom should be set up with the following equipment and materials: Computers with access to the MeF application and test database Screen for Projection Projector Markers/Pencils Name Tents Flipchart or Whiteboard Participant Guides Other Materials* *Other materials as identified

3.3. MEF XML TAX FORMS HANDLING

Course Name:	XML Tax Forms Handling
Course Description:	This is a two part class. The first half covers the XML Tax Forms development and the second half covers XML and schema use in the MeF solution.
Target Audience:	MeF Business Analysts MeF Developers
Delivery Methods:	Instructor-Led Training
Course Format	Microsoft PowerPoint presentation & MeF System
Course Objectives:	To understand the forms and XML mapping.
Course Prerequisites:	
Duration	4 hours (Day 2)
Key Learning Objectives:	Overview of the MeF System Part I – MeF XML Tax Forms Development • State and Federal XML and XML Schema • Tigers Group process • XML/XPath • XML Schema • Changes to Forms and Business Rules • Viewer mapping Part II - MeF Gateway XML Programming • .Net XML API • Validation Rule Programming • Business Rule Walk-thru • Flat-file Translator Mapping
Number of Course Executions	1
Facility/Training Material Requirements:	Classroom Specifics There should be one computer per participant in the classroom The computers in the classroom should have the connections to the network Each computer needs access to the test MeF server. The instructor should have a terminal and projection panel at the front of the classroom, and participants should be seated facing the instructor Classroom Materials Each classroom should be set up with the following equipment and materials: Screen for Projection Projector Markers/Pencils Name Tents Flipchart or Whiteboard Participant Guides Other Materials* *Other materials as identified

3.4. GATEWAY DESIGN AND PROGRAMMING

Course Name:	Gateway Design and Programming
Course Description:	This class covers details of the Design and Programming of the RSI MeF solution
Target Audience:	MeF Developers
Delivery Methods:	Instructor-Led Training
Course Format	Microsoft PowerPoint presentation & MeF System
Course Objectives:	To understand the MeF Gateway design.
Course Prerequisites:	RSI MeF Gateway Architecture & XML for MeF
Duration	4 hours (Day 2)
Key Learning Objectives:	• Overview of Architecture for Developers • Client Web Services • The MeF Web-service Messaging • Gateway Plug-in Architecture • Gateway Scheduler and Custom Scheduling • Request WorkFlows • Work Queues and Threading Model • Exception Model NH • Plug-in and Translator Walk-Thru
Number of Course Executions	1
Facility/Training Material Requirements:	Classroom Specifics There should be one computer per participant in the classroom The computers in the classroom should have the connections to the network Each computer needs access to the test MeF server. The instructor should have a terminal and projection panel at the front of the classroom, and participants should be seated facing the instructor Classroom Materials Each classroom should be set up with the following equipment and materials: Computers with access to the MeF application and test database Screen for Projection Projector Markers/Pencils Name Tents Flipchart or Whiteboard Participant Guides Other Materials* *Other materials as identified

3.5. MEF VIEWER USAGE

Course Name:	MeF Viewer Usage
Course Description:	This class covers details of the Design and Programming of the RSI MeF solution
Target Audience:	MeF Viewer End Users
Delivery Methods:	Instructor-Led Training
Course Format	Microsoft PowerPoint presentation and MeF Viewer
Course Objectives:	This course will provide a granular-level understanding of the MeF Viewer Application.
Course Prerequisites:	None
Duration	2 hours (Day 3)
Key Learning Objectives:	Overview of MeF Program and NH MeF System MeF Viewer Application Viewer Login/Logout Form Query Viewing Attachments
Number of Course Executions	1
Facility/Training Material Requirements:	Classroom Specifics There should be one computer per participant in the classroom The computers in the classroom should have the connections to the network Each computer needs access to the test MeF server. The instructor should have a terminal and projection panel at the front of the classroom, and participants should be seated facing the instructor Classroom Materials Each classroom should be set up with the following equipment and materials: Computers with access to the MeF application and test database Screen for Projection Projector Markers/Pencils Name Tents Flipchart or Whiteboard Participant Guides Other Materials* *Other materials as identified

4. MEF DOCUMENTATION

RSI will provide the following documents to support the MeF solution:

Product Guides:

- Systems Administrator/Technical Operations Guide
- Developer Guide

- MeF End User Manual
- Installation Guide
- NH DRA Site Specific Guide

4.1. MEF SYSTEMS ADMINISTRATOR/TECHNICAL OPERATIONS GUIDE

The MeF Systems Administrator/Technical Operations Guide is a product document that covers the following topics:

- System architecture, system configuration and operating procedures
- Installation and Deployment Procedures
- Security
- Recommended configuration settings
- Preventative and/or corrective maintenance
- Logical database design
- Communications Front-End System
- Configuration and Command tools
- Storage and Retrieval System
- System start-up and shut-down procedures
- Establishing communications with IRS MeF server via A2A channel

4.2. MEF DEVELOPER GUIDE

The Developers Guide is a product document that will provide examples and details for:

- Creating plug-ins
- Implementing business rules
- Parsing return data to format interface file Tax Division internal processing
- Developing acknowledgement for submission to IRS MeF server
- Implementing required modifications to support a new tax year (e.g. adding new plug-ins, and deployment of schema)
- Developing interfaces to support data exchanges with other external systems
- Debugging and trouble-shooting procedures for MeF system codes of application tracing, logging, and monitoring, and debugger usage

4.3. MEF VIEWER END USER MANUAL

The MeF Viewer End User Manual will provide instructions for using the MeF Viewer. This document is written for a non-technical user.

- MeF Viewer Application
- Viewer Login/Logout
- Submission query
- Viewing attachments and other data

4.4. MEF SITE GUIDE

This guide provides the site specific implementation details for the NH DRA MeF implementation. This guide should be considered a living document and updated as needed for changes in the computing environment or system level application changes.

- NH DRA MeF Computing environment
- NH DRA MeF external system interfaces
- NH DRA specific configurations

5. DEVELOPER KNOWLEDGE TRANSFER

RSI will work informally with the NH DRA staff to ensure that knowledge transfer occurs with the NH DRA developers. Where needed, Live Meeting, MS Lync, or another live-session meeting tool will be used to ensure that the NH DRA developers is/are provided the proper training to be successful in the Modernized e-File project. During the Design and Development phases of the project, the expectation is that the NH DRA developers and RSI's Technical resource will communicate several times a week. Over the course of the project, RSI's Technical Lead will occasionally be onsite at the NH DRA office to assist with real-time, face-to-face knowledge transfer.

The roles and responsibilities for the NH DRA's developers will include, but will not be limited to, the following:

- Developing code for the business rules, based on the aforementioned Design document.
- Unit testing the code to ensure that it accurately reflects the intent and purpose of the 2014 tax form business rules.
- Assisting with issue resolution during User Acceptance Testing. The Developers will be looked to as a knowledgeable resource for determining if the business rules are meeting the business needs.

Open communication channels will be available so that questions, comments, and concerns are addressed in a timely fashion. The preferred methods of communication are phone calls and emails, followed by live-session meetings, where required.



APPENDIX G - RSI PROJECT MANAGEMENT APPROACH AND DELIVERABLES

RSI has a proven history of successful project management. Our best practices are continuously evolving to ensure RSI stays abreast of the most current standards and practices in the IT industry. As an organization, our approach to project management incorporates the best practices and methodologies prescribed to by the Project Management Institute (PMI).

RSI understands that effective project management is essential to successfully delivering MeF for our clients. Implementation of MeF requires coordination of multiple activities and resources - both technical and business. RSI has included a Project Management task that spans the duration of the project. The purpose of this task is threefold:

- Provide the necessary oversight and coordination of all project tasks and resources to ensure both timely and quality delivery.
- Provide weekly status reporting, which is critical to achieving timely delivery.
- Ensure that critical project management deliverables (e.g., Change management, Risk management, etc.) remain organic documents that are actively managed.

RSI utilizes a proven Project Management Plan that is tailored for implementation of a COTS MeF solution, which has effectively been used on numerous previous successful MeF implementations. As part of the Project Management Plan, RSI will deliver:

- Detailed Work Plan / Project Schedule with Work Breakdown Structure
- Project Governance and Reporting Plan
- Change Control Management Plan
- Communication Management Plan
- Project Charter
- Risk and Issue Management Plan
- Knowledge Transfer Plan

Detailed Work Plan

RSI develops and presents a detailed workplan and a complete Work Breakdown Structure as part of RSI's proposal for the State's review. The work plan is inclusive of project management, technology, design, build, testing and training tasks and all deliverables for each milestone on the project.

Project Governance and Reporting Plan

The Project Governance and Reporting Plan will establish the following:

- Project Objective
- Internal and external stakeholders
- Roles and responsibilities
- Confirmation of Project Deliverables
- Issue Resolution Process
- Format for weekly status reports
- Format for Steering Committee reports

Change Control Management Plan

The Change Control Management Plan defines the process for managing all change requests. This plan ensures that each change introduced to the project environment is appropriately defined, evaluated and approved prior to implementation.

RSI manages Change Control through the implementation of the following five key processes:

- A formal process for the submission of change requests
- A formal process for the logging of change requests
- A formal process for the determination of the impact of change requests
- A formal process for the approval or disposition of change requests
- A formal process for the implementation and closure of change requests

The Change Control Management Plan describes each of these processes in additional detail.

Communication Management Plan

The Communication Management Plan sets the communications framework for the project. It serves as a guide for communications throughout the life of the project and is updated as communication needs change. The plan identifies and defines the roles of persons involved in the project. It also includes a communication matrix which maps the communication requirements for the project.

Project Charter

The Project Charter provides a summary description of the key project components. These components include:

- Project Identification
- Project Background
- Project Objectives
- Project Scope
- Project Deliverables
- Project Schedule
- Project Risks
- Project Approach
- Project Organization

Risk and Issue Management Plan

The Risk and Issue Management Plan establishes the framework to identify risks and develop strategies to mitigate or avoid those risks. The plan outlines how risks are identified, qualified and prioritized. It also includes how the risk is monitored and the mitigation and avoidance strategy to be used. In the event that a risk becomes a reality, the plan describes how the risk is managed as a project issue that requires resolution.

Knowledge Transfer Plan

The Knowledge Transfer Plan addresses two training components: Instructor-Led Training (ILT) and Documentation. This document describes the knowledge transfer that will be performed in a structured training environment with pre-defined course materials and the descriptions of the Documentation.

Deliverables

RSI will provide the NHDRA's deliverables listed in Section III, C-3 Deliverables. Below is a list of RSI's Project Management Methodology components and a description of each.

- Detailed Work Plan / Contract Schedule and Project Management - A Detailed Project Work Plan will serve as the basis for this component. The Work Plan and Project Management Plans will be updated based on feedback from the State project manager. Start and Finish dates for all tasks will be updated, as needed, based on the actual project begin date. The work plan will be maintained using Microsoft Project.
- Requirements Inventory/ Requirements Analysis Report - The NHDRA requirements defined in the RFP will serve as the basis for this document.
- Functional and Technical Design Document - This document will contain the following functional and technical components:
 - Data Models and UML Diagrams: These items will be produced using Microsoft Visio.
 - Software Design Specifications: The software design specifications will show how the functional requirements will be implemented, the specifications of the various interfaces and how the design maps to the detailed business requirements, defining the relationship between various components. This document will be created in Microsoft Word and Visio for illustrations required.
- Build - This component will contain the following:
 - Updated Software Design Specifications: The software design specifications created in the design phase will be updated during the development phase documenting in implementation details, libraries and environment configurations used.
 - Source Code: RSI uses industry standard coding, documentation, build and deployment procedures and always comments code. All code will be checked into the State's preferred version control solution.
 - Build and Deployment Procedures: Detailed documentation will be provided containing detailed step by step descriptions of all build and deployment procedures. This documentation will describe the registration of services, setup of environments, and deployment of software.

Appendix H - NHDRA MeF Project Workplan (Confidential)

ID	WBS	Task Name	Duration	Start
1	1	NH DRA MeF Project	261 days?	Wed 7/1/15
2	1.1	Project Management	174 days	Wed 7/1/15
3	1.1.1	Provide Project Oversight	174 days	Wed 7/1/15
4	1.1.1.1	Provide Weekly Status Reports	174 days	Wed 7/1/15
5	1.1.1.2	Conduct Weekly Status Meetings	174 days	Wed 7/1/15
6	1.1.1.2.1	Milestone #2: Weekly Status Meetings	174 days	Wed 7/1/15
7	1.1.1.3	Monitor Issues Log	174 days	Wed 7/1/15
8	1.1.1.4	Monitor Project Risks	174 days	Wed 7/1/15
9	1.1.1.5	Monitor Change Requests	174 days	Wed 7/1/15
10	1.1.1.6	Conduct Periodic Quality Reviews	174 days	Wed 7/1/15
11	1.1.1.7	Maintain Project Plan	174 days	Wed 7/1/15
12	1.2	Kickoff Meeting	1 day	Wed 7/1/15
13	1.2.1	Milestone #1: Conduct Project Kickoff Meeting	1 day	Wed 7/1/15
14	1.3	Review Project Management Deliverables / Plans	15 days	Wed 7/1/15
15	1.3.1	Review Detailed Work Plan and Project Management Deliverables / Plans	10 days	Wed 7/1/15
16	1.3.2	Update Detailed Work Plan and Project Management Deliverables / Plans	5 days	Wed 7/15/15
17	1.3.3	Milestone #3: NH DRA MeF Detailed Work Plan / Contract Schedule and Project Management Milestones / Plan	1 day	Tue 7/21/15
18	1.4	Discovery	15 days	Wed 7/1/15
19	1.4.1	Create Goals and Objectives Document	10 days	Wed 7/1/15
20	1.4.1.1	Milestone #4: NH DRA Goals and Objective Document	10 days	Wed 7/1/15
21	1.4.2	Requirements Confirmation	15 days	Wed 7/1/15
22	1.4.2.1	Review Draft Requirements Inventory	10 days	Wed 7/1/15
23	1.4.2.2	Update Draft Requirements Inventory	5 days	Wed 7/15/15
24	1.4.2.3	Milestone #5: NH DRA Conduct Research and Requirements Validation	1 day	Tue 7/21/15
25	1.4.2.4	Milestone #6: Requirements Analysis Report	1 day	Tue 7/21/15
26	1.4.2.5	Milestone #7: Requirements Traceability Matrix	1 day	Tue 7/21/15
27	1.4.2.6	Milestone #8: Risk and Issue Management Plan	1 day	Tue 7/21/15
28	1.4.2.7	Milestone #9: Test Management and Detailed Test Plan	1 day	Tue 7/21/15
29	1.5	Design	64 days	Tue 7/21/15
30	1.5.1	Design Business Rules	20 days	Wed 7/22/15
31	1.5.2	Design Extract to NH DRA ITS	20 days	Wed 7/22/15
32	1.5.3	Design Extracts to NH DRA Payment System	20 days	Wed 7/22/15
33	1.5.4	Create Fillable PDFs for Viewing Returns	20 days	Wed 7/22/15

Appendix H - NHDRA MeF Project Workplan (Confidential)

ID	WBS	Task Name	Duration	Start
34	1.5.5	Develop NH DRA Schemas	64 days	Tue 7/21/15
35	1.5.5.1	NH DRA Provides Business Rules (per tax type) for Form Validation	14 days	Tue 7/21/15
36	1.5.5.2	NH DRA Provides Layout and Edits Document	14 days	Tue 7/21/15
37	1.5.5.3	Develop XML Schema Specifications	5 days	Tue 8/11/15
38	1.5.5.4	Build Draft XML Schemas for Returns/Schedules/Worksheets	30 days	Tue 8/18/15
39	1.5.5.5	Submit Draft XML Schemas for TIGERS Review/Approval	1 day	Mon 9/28/15
40	1.5.5.6	Update XML Schemas	5 days	Tue 10/6/15
41	1.5.5.7	Submit Final XML Schemas	1 day	Mon 10/12/15
42	1.5.5.8	Schemas Approved by TIGERS Committee	1 day	Mon 10/19/15
43	1.5.5.9	Milestone #10: NH DRA MeF Functional Design Document	1 day	Mon 10/19/15
44	1.5.5.10	Milestone #11: NH DRA MeF Technical Design Document	1 day	Mon 10/19/15
45	1.6	Build	72 days	Tue 9/15/15
46	1.6.1	Build and Unit Test	35 days	Tue 9/15/15
47	1.6.1.1	Build NH DRA Business Rule Plug-Ins	35 days	Tue 9/15/15
48	1.6.1.2	Build Extract to NH DRA ITS	35 days	Tue 9/15/15
49	1.6.1.3	Build Extract to NH DRA Payment System	35 days	Tue 9/15/15
50	1.6.1.4	NHDRA to make any necessary modifications to existing payment system	35 days	Tue 9/15/15
51	1.6.1.5	NHDRA to create mapping from MeF XML to existing Tax system	35 days	Tue 9/15/15
52	1.6.1.6	NH DRA Implements Reports into State reporting system	35 days	Tue 9/15/15
53	1.6.1.7	Map Schemas to Fillable PDF Forms/Schedules/Worksheets for Viewing	35 days	Tue 9/15/15
54	1.6.1.8	Milestone #22: NH DRA Provide final remediated results of code review	1 day	Mon 11/2/15
55	1.6.2	ERO Manual	30 days	Mon 9/28/15
56	1.6.2.1	Update ERO Manual	30 days	Mon 9/28/15
57	1.6.2.2	Publish ERO Manual	1 day	Mon 11/9/15
58	1.6.3	System Testing	47 days	Tue 10/20/15
59	1.6.3.1	Test Preparation Activities	10 days	Tue 10/20/15
60	1.6.3.1.1	Develop UAT/Performance Test Scripts	10 days	Tue 10/20/15
61	1.6.3.2	Update Technical Architecture - if needed	5 days	Mon 11/2/15
62	1.6.3.2.1	Receive Hardware	1 day	Mon 11/2/15
63	1.6.3.2.2	Set up environment	2 days	Tue 11/3/15
64	1.6.3.2.2.1	Milestone #13: Set up environment	2 days	Tue 11/3/15
65	1.6.3.2.2.2	Milestone #15: Install and configure Software	2 days	Tue 11/3/15
66	1.6.3.2.3	Confirm Environment Readiness	5 days	Mon 11/2/15

Appendix H - NHDRA MeF Project Workplan (Confidential)

ID	WBS	Task Name	Duration	Start
67	1.6.3.2.4	Conduct Installation testing	3 days	Tue 11/3/15
68	1.6.3.2.4.1	Milestone #16: Conduct installation testing	1 day	Tue 11/3/15
69	1.6.3.2.4.2	Milestone #21: Conduct Application Security Scan and provide results	2 days	Wed 11/4/15
70	1.6.3.2.5	Milestone #14: Deliver RSI MeF Software License	1 day	Mon 11/9/15
71	1.6.3.3	Execute System Test	32 days	Tue 11/10/15
72	1.6.3.3.1	Execute System Test Scenarios	30 days	Tue 11/10/15
73	1.6.3.3.1.1	System Test - Corporate	8 days	Tue 11/10/15
74	1.6.3.3.1.2	System Test - Partnership	7 days	Fri 11/20/15
75	1.6.3.3.1.3	System Test - Proprietorship	8 days	Tue 12/1/15
76	1.6.3.3.1.4	System Test - Fiduciary/Combined Filers	7 days	Fri 12/11/15
77	1.6.3.3.2	Resolve System Test Defects	30 days	Tue 11/10/15
78	1.6.3.3.2.1	System Test - Corporate	8 days	Tue 11/10/15
79	1.6.3.3.2.2	System Test - Partnership	7 days	Fri 11/20/15
80	1.6.3.3.2.3	System Test - Proprietorship	8 days	Tue 12/1/15
81	1.6.3.3.2.4	System Test - Fiduciary/Combined Filers	7 days	Fri 12/11/15
82	1.6.3.3.3	Execute System Test Regression Tests	24 days	Fri 11/20/15
83	1.6.3.3.3.1	System Test - Corporate	3 days	Fri 11/20/15
84	1.6.3.3.3.2	System Test - Partnership	2 days	Tue 12/1/15
85	1.6.3.3.3.3	System Test - Proprietorship	3 days	Fri 12/11/15
86	1.6.3.3.3.4	System Test - Fiduciary/Combined Filers	2 days	Tue 12/22/15
87	1.6.3.3.4	Provide Certification of System Testing	1 day	Tue 11/10/15
88	1.6.3.3.4.1	Milestone #18: Provide Certification of System Testing	1 day	Tue 11/10/15
89	1.7	Deployment	261 days?	Wed 7/1/15
90	1.7.1	Documentation	10 days	Tue 11/10/15
91	1.7.1.1	Update MeF Documentation for NH DRA	10 days	Tue 11/10/15
92	1.7.2	Training	22 days	Tue 11/10/15
93	1.7.2.1	Update Training Materials	10 days	Tue 11/10/15
94	1.7.2.2	Milestone #12: Training Plan	1 day	Tue 11/10/15
95	1.7.2.3	Conduct Train-the-Trainer Training and provide associated Documentation	5 days	Thu 12/3/15
96	1.7.2.4	Milestone #17: Conduct Train-the-Trainer Training and provide associated Documentation	1 day	Tue 11/10/15
97	1.7.3	UAT/Performance Test Execution	87 days?	Tue 11/24/15
98	1.7.3.1	UAT/Performance Test Execution	0 days?	Tue 11/24/15
99	1.7.3.2	Conduct User Acceptance Test	60 days	Thu 12/24/15

Appendix H - NHDRA MeF Project Workplan (Confidential)

ID	WBS	Task Name	Duration	Start
100	1.7.3.2.1	User Acceptance Test - Corporate	16 days	Thu 12/24/15
101	1.7.3.2.2	User Acceptance Test - Partnership	14 days	Fri 1/15/16
102	1.7.3.2.3	User Acceptance Test - Proprietorship	16 days	Thu 2/4/16
103	1.7.3.2.4	User Acceptance Test - Fiduciary/Combined Filers	14 days	Fri 2/26/16
104	1.7.3.3	Resolve UAT/Performance Test Defects	60 days	Thu 12/24/15
105	1.7.3.3.1	User Acceptance Test - Corporate	16 days	Thu 12/24/15
106	1.7.3.3.2	User Acceptance Test - Partnership	14 days	Fri 1/15/16
107	1.7.3.3.3	User Acceptance Test - Proprietorship	16 days	Thu 2/4/16
108	1.7.3.3.4	User Acceptance Test - Fiduciary/Combined Filers	14 days	Fri 2/26/16
109	1.7.3.4	Execute UAT/Performance Regression Tests	49 days	Fri 1/15/16
110	1.7.3.4.1	User Acceptance Test - Corporate	5 days	Fri 1/15/16
111	1.7.3.4.2	User Acceptance Test - Partnership	5 days	Thu 2/4/16
112	1.7.3.4.3	User Acceptance Test - Proprietorship	5 days	Fri 2/26/16
113	1.7.3.4.4	User Acceptance Test - Fiduciary/Combined Filers	5 days	Thu 3/17/16
114	1.7.3.5	Milestone #19: NH DRA Conduct User Acceptance Test	1 day	Wed 3/23/16
115	1.7.4	ATS Testing	60 days	Thu 2/11/16
116	1.7.4.1	Conduct ATS Testing	60 days	Thu 2/11/16
117	1.7.4.1.1	Milestone #20: Conduct ATS Testing	60 days	Thu 2/11/16
118	1.7.5	Implement MeF into Production	46 days	Thu 1/14/16
119	1.7.5.1	Confirm Production Readiness	4 days	Thu 1/14/16
120	1.7.5.2	Implement into Production	41 days	Thu 1/21/16
121	1.7.5.2.1	Implement - Corporate	1 day	Thu 1/21/16
122	1.7.5.2.2	Implement - Partnership	1 day	Thu 2/4/16
123	1.7.5.2.3	Implement - Proprietorship	1 day	Fri 2/26/16
124	1.7.5.2.4	Implement - Fiduciary/Combined Filers	1 day	Thu 3/17/16
125	1.7.5.3	Milestone #23: NH DRA Go-live Cutover to New Software	1 day	Thu 1/21/16
126	1.7.5.4	Milestone #25: State Acceptance Complete	1 day	Fri 3/18/16
127	1.7.6	MeF Software Maintenance	261 days	Wed 7/1/15
128	1.7.6.1	Provide MeF Software Maintenance	261 days	Wed 7/1/15
129	1.7.6.2	Milestone #26: Provide ongoing technical support and maintenance	261 days	Wed 7/1/15
130	1.7.7	System Support - Warranty	67 days	Thu 3/17/16
131	1.7.7.1	Resolve Warranty Issues	67 days	Thu 3/17/16
132	1.7.7.2	Milestone #24: 90 Day Warranty	67 days	Thu 3/17/16

Appendix H - NHDRA MeF Project Workplan (Confidential)

Finish	Predecessors
Wed 6/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Mon 2/29/16	
Wed 7/1/15	
Wed 7/1/15	
Tue 7/21/15	
Tue 7/14/15	
Tue 7/21/15	15
Tue 7/21/15	16FS-1 day
Tue 7/21/15	
Tue 7/14/15	
Tue 7/14/15	
Tue 7/21/15	
Tue 7/14/15	
Tue 7/21/15	
Tue 7/21/15	22
Tue 7/21/15	23FS-1 day
Tue 7/21/15	23FS-1 day
Tue 7/21/15	23FS-1 day
Tue 7/21/15	23FS-1 day
Tue 7/21/15	23FS-1 day
Mon 10/19/15	24,25,26,27,28
Tue 8/18/15	
Tue 8/18/15	
Tue 8/18/15	
Tue 8/18/15	

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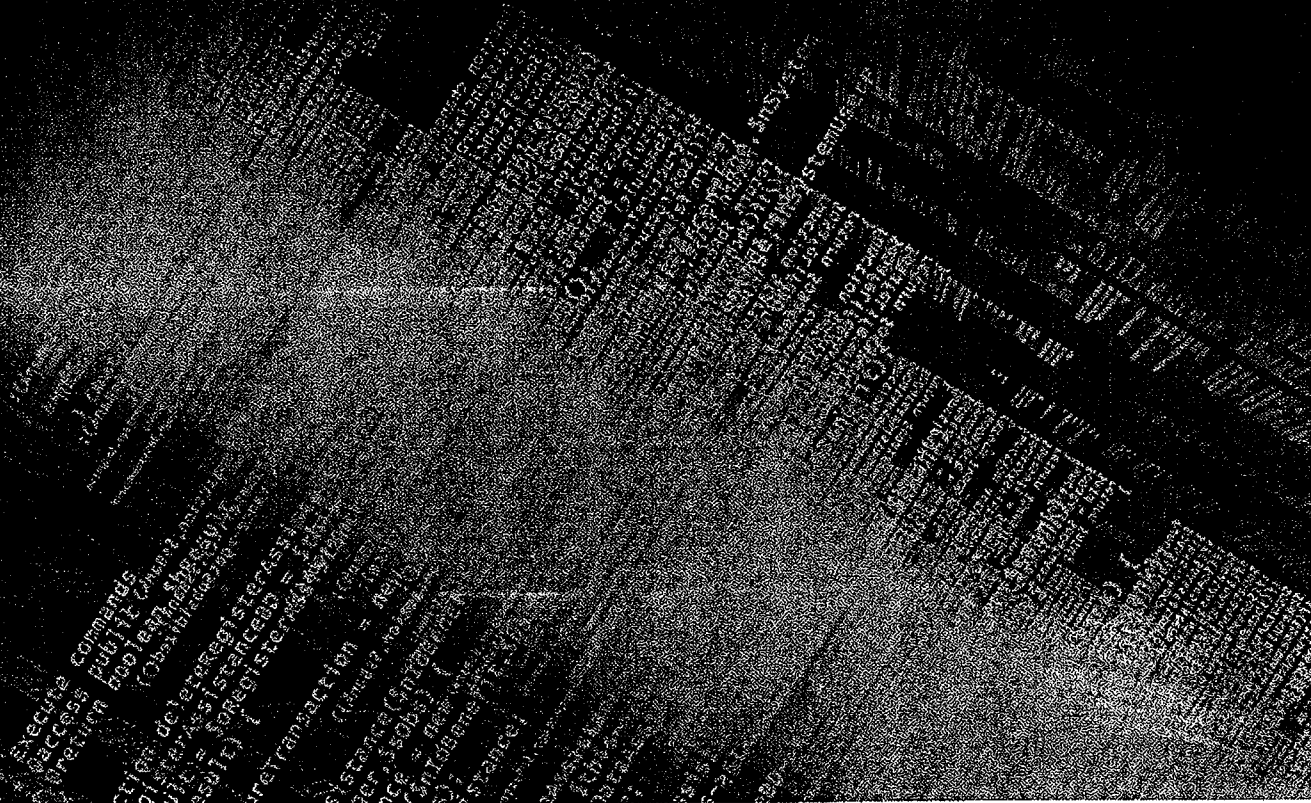
Appendix H - NHDRA MeF Project Workplan (Confidential)

Finish	Predecessors
Thu 11/5/15	
Tue 11/3/15	
Thu 11/5/15	68
Mon 11/9/15	66FS-1 day
Wed 12/23/15	61
Mon 12/21/15	
Thu 11/19/15	
Mon 11/30/15	73
Thu 12/10/15	74
Mon 12/21/15	75
Mon 12/21/15	
Thu 11/19/15	
Mon 11/30/15	78
Thu 12/10/15	79
Mon 12/21/15	80
Wed 12/23/15	
Tue 11/24/15	78
Wed 12/2/15	83,79
Tue 12/15/15	84,80
Wed 12/23/15	85,81
Tue 11/10/15	
Tue 11/10/15	
Wed 6/29/16	
Mon 11/23/15	61
Mon 11/23/15	70
Wed 12/9/15	61
Mon 11/23/15	70
Tue 11/10/15	70
Wed 12/9/15	71FS-15 days
Tue 11/10/15	
Wed 3/23/16	92
Tue 11/24/15	
Wed 3/16/16	71

Appendix H - NHDRA MeF Project Workplan (Confidential)

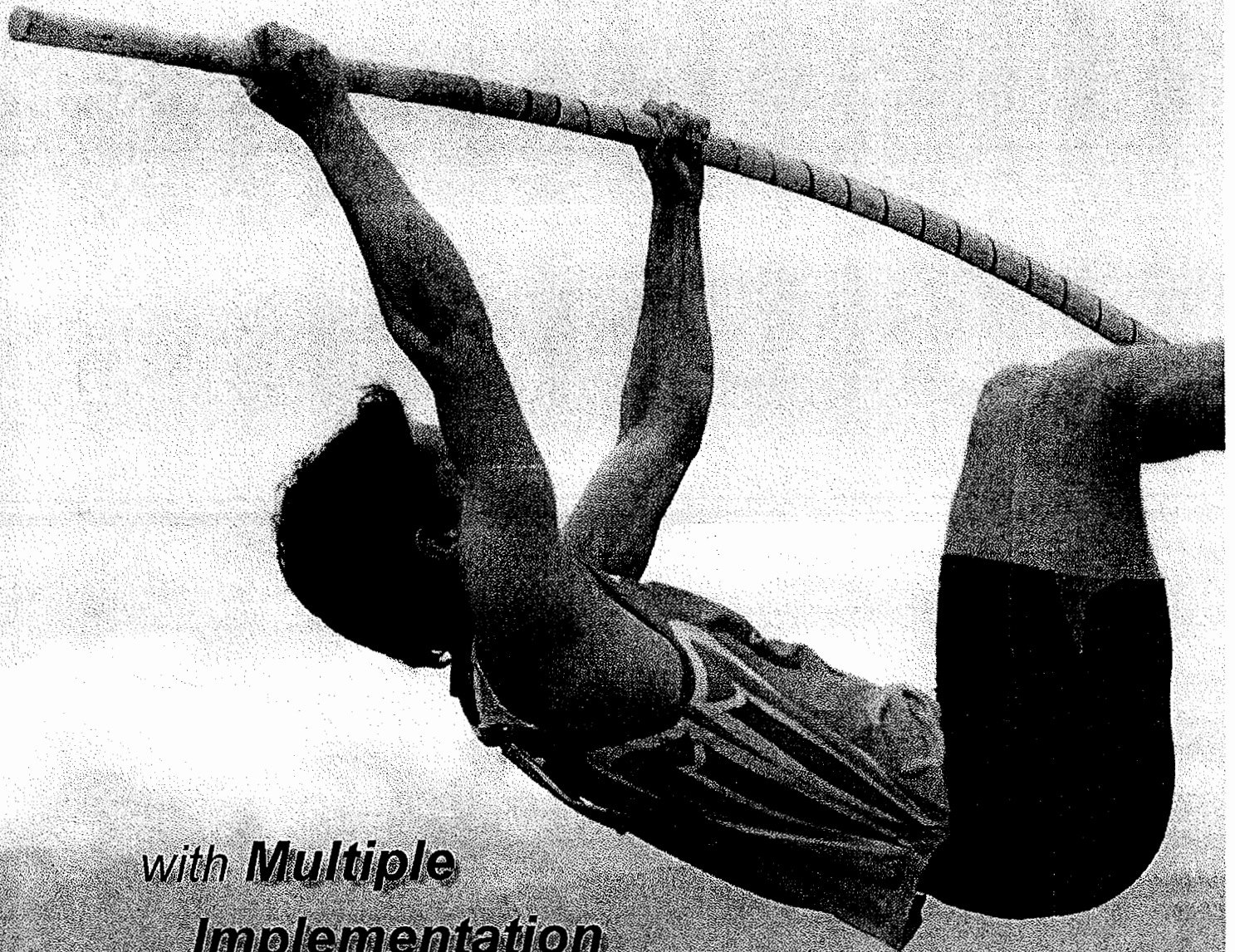
Finish	Predecessors
Thu 1/14/16	83
Wed 2/3/16	100,84
Thu 2/25/16	101,85
Wed 3/16/16	102,86
Wed 3/16/16	
Thu 1/14/16	83,100SS
Wed 2/3/16	105,84
Thu 2/25/16	106,83
Wed 3/16/16	107,86
Wed 3/23/16	
Thu 1/21/16	105
Wed 2/10/16	110,106
Thu 3/3/16	111,107
Wed 3/23/16	112,108
Wed 3/23/16	99FS-1 day,104FS-1 day,109FS-1 day
Wed 5/4/16	
Wed 5/4/16	97FS-30 days
Fri 3/18/16	
Wed 1/20/16	100
Thu 3/17/16	119
Thu 1/21/16	100
Thu 2/4/16	101
Fri 2/26/16	102
Thu 3/17/16	103
Thu 1/21/16	119
Fri 3/18/16	120
Wed 6/29/16	
Wed 6/29/16	
Wed 6/29/16	
Fri 6/17/16	120FS-1 day
Fri 6/17/16	
Fri 6/17/16	

REVENUE
PREMIER



*Revenue Premier[®]
provides*

FLEXIBILITY



*with **Multiple
Implementation***

***Options** that meet each
customer's specific need.*



REVENUE PREMIER®

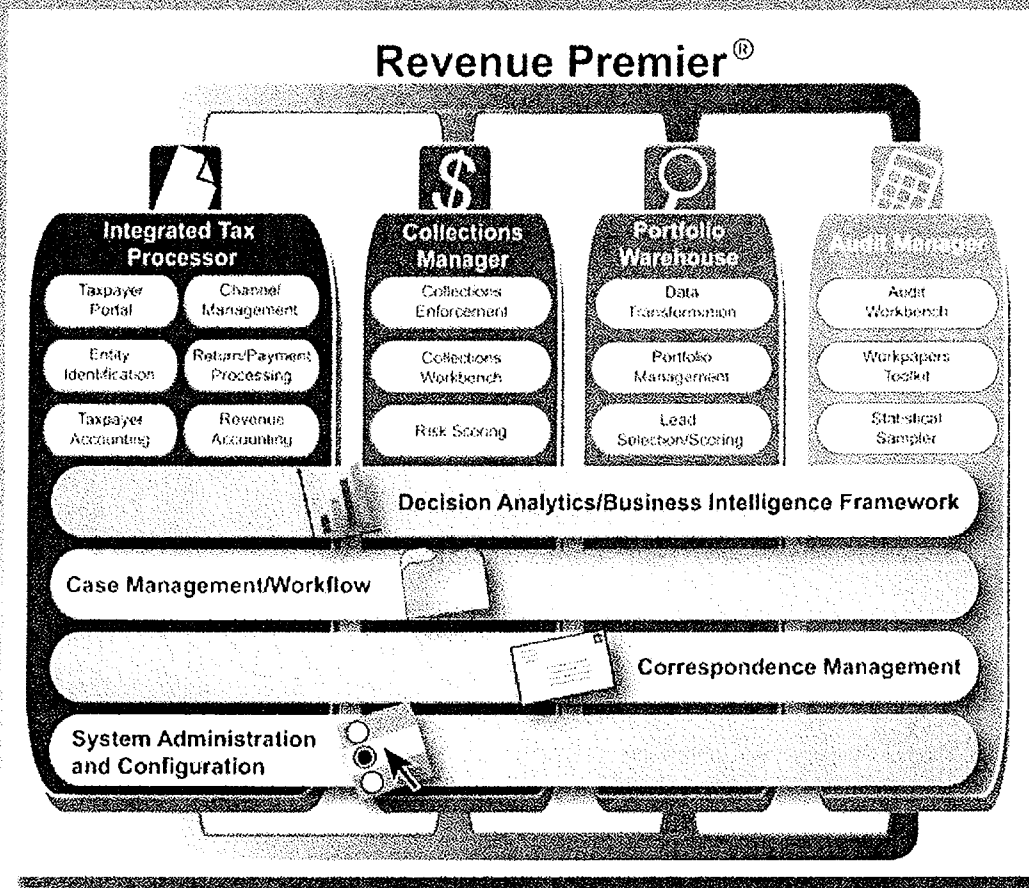
Designed specifically for the Tax and Revenue industry, Revenue Solutions, Inc.'s (RSI) Revenue Premier® provides an integrated, functional and advanced technical solution to support the processing, tax accounting and compliance functions of a tax agency. Revenue Premier is comprised of four (4) primary modules – Integrated Tax Processor, Collections Manager, Portfolio Warehouse and Audit Manager. Revenue Premier boasts an open technical design and a set of shared services which provide vast flexibility for reusing services, integrating other products and a variety of supporting technical infrastructure options. Revenue Premier's integrated business rules engine provides maximum flexibility without base-code modifications.

As a fully integrated solution, unique functionality and capabilities are encapsulated within each module, thereby avoiding unnecessary system redundancy and improving overall operational efficiency. Capabilities that are common and required by more than one module are provided by integrated shared services, such as the Decision Analytics/Business Intelligence Framework, Case Management/Workflow, Correspondence Management and Administration Services.

Revenue Premier employs a Service-Oriented Architecture (SOA) that enables flexible and efficient integration of modules and services, as well as integration with other agency systems, external systems and third-party software. This architecture allows Revenue Premier modules to be implemented together as a full solution offering, individually as a point solution (e.g., tax data warehouse or collections system), or together with existing agency assets. The solution provides options for a phased-implementation approach that meets each customer's specific need.

Some of RSI's clients have implemented the Portfolio Warehouse and Audit Manager modules alongside legacy tax processing and collection systems to extend and enhance the valuable life of their existing software assets. For example, one state agency started with the Portfolio Warehouse and Audit Manager modules to drive additional revenue benefits in excess of \$100 million and then implemented the Integrated Tax Processor module at a later time — phasing in the tax types in a logical manner.

Our proven and modern SOA-based technical architecture and industry-leading integration of a robust business rules engine, combined with functionally rich tax processing, compliance and data warehouse capabilities and multiple implementation options, differentiates RSI's Revenue Premier from all other products on the market today.

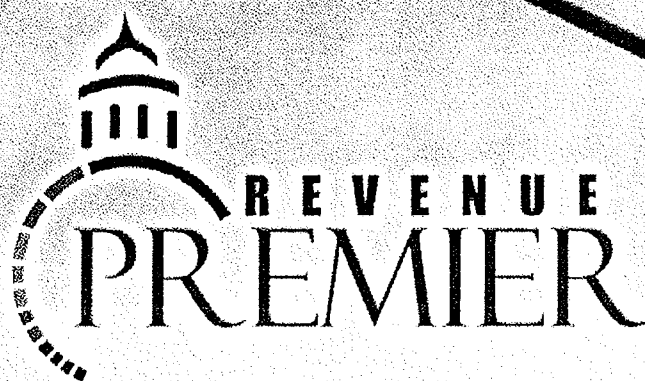


Revenue Premier's Primary Modules and Integrated Shared Services

As the true "Next-generation Integrated Revenue Enterprise Management Solution" for Tax and Revenue agencies, Revenue Premier provides the following advantages and benefits:

- With a truly modular system that enables logical, phased-implementation approaches and configurable, extensible business rules integration, Revenue Premier provides agencies with the flexibility and adaptability to implement the system into their environment, leveraging existing assets if desired, and — in the future — manage changes to business rule logic without code modifications and vendor support.
- By integrating RSI's industry-leading revenue portfolio data warehouse within Revenue Premier, RSI's data-driven, proven approach to compliance enables your agency to make better decisions with more certainty. This is seen in registration (e.g., *have we seen this responsible officer before?*), processing (e.g., *is this a fraudulent return?*) and accounting (e.g., *should this adjustment be reviewed?*) while still leveraging the data warehouse for improved detection of non-registration, non-filers, under-reporters and delinquents.
- Built from the ground up on modern, open, proven technologies, Revenue Premier has greater system longevity and lower cost of ownership than other products.
- With Revenue Premier, agencies have complete, unrestricted access to all of their data, the capability to integrate with third-party tools and services, and benefit from best-of-breed and cost effective technical infrastructure options.
- RSI, dedicated exclusively to the Tax and Revenue industry with over 250 successful projects, brings a highly experienced and tax knowledgeable team, providing less implementation risk and a true focus on business results.
- Flexible licensing and maintenance options enable agencies to chart their own course for support, maintenance and system upgrades.

Each of the primary Revenue Premier modules and integrated shared services shown above, are summarized in the following pages.



Adaptable. Flexible. Agile.

**BECAUSE
IT WAS
TIME TO
RAISE THE
BAR**



Integrated
Tax Processor

Collections
Manager

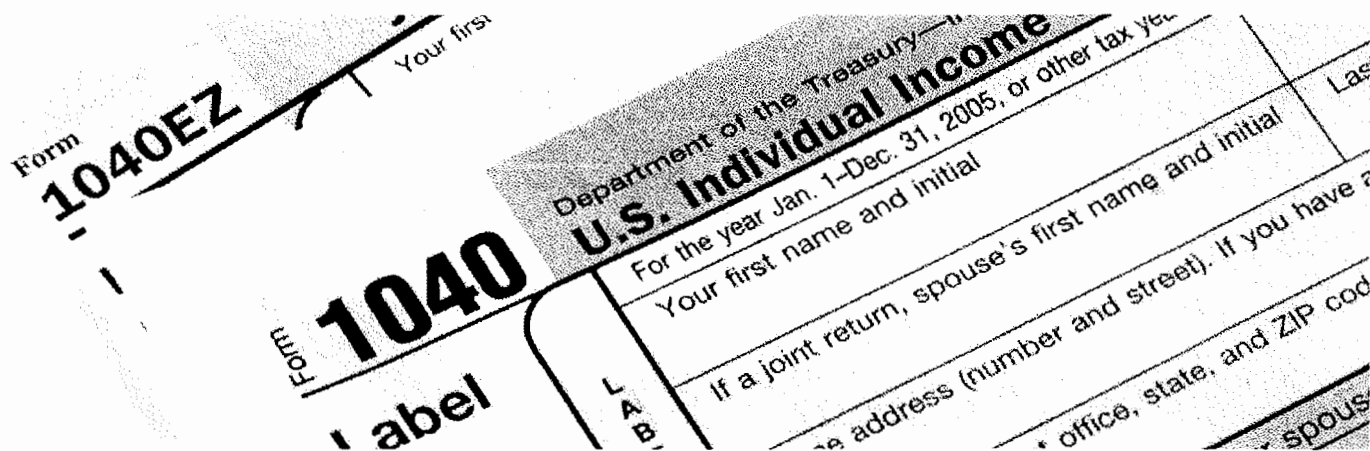
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Financial
Management

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Client
Services



Integrated Tax Processor



Business Challenge

Many tax agencies and revenue departments have undergone major system development efforts over the past 25 years using various solutions to deploy new systems. Dubbed Integrated Tax Systems (ITS), these applications were revolutionary. They took advantage of the best technologies available at the time and enabled agencies to consolidate functionality from multiple legacy systems into one. However, new technology and better software is rapidly making these ITS systems — even those packaged ITS systems implemented in the past few years — obsolete. For example, Revenue agencies are recognizing that integrating an external “rules engines” and “workflow” software into a modern ITS provides the flexibility that enables the software to adapt to the agency’s business, rather than compelling the agency to adapt to the software.

Revenue and Taxation agencies that have looked to take advantage of these recent improvements in technology are frequently hindered by the lack of flexibility and openness of first generation ITS applications. The ITS systems of the last decade and earlier, both custom developed and COTS, were built on platforms whose architecture prevents integration of best-of-breed third-party software, extensions and agency modifications. These constraints limit an agency's ability to adapt to tax and legislative changes. Today, agencies confront business and system challenges that extend beyond simple rate or form line item changes to include requirements such as linking taxes, credits or deductions to other government programs (e.g., health care). Agencies shouldn't be forced to adopt, or not adopt, a business process or policy based on what the software does or does not do. Similarly, an agency should not be locked into an arrangement where the agency is reliant solely on the vendor to modify inflexible, proprietary software.

For those agencies that are still operating on systems even older than these first-generation ITS', the situation is more critical. An aging workforce has made the operation and maintenance of older systems, often developed with legacy programming languages, more challenging. These tax applications have become increasingly complex and difficult to maintain in a timely and cost effective manner due to modifications and patches that have occurred over the years.

Solution

Revenue Solutions, Inc. (RSI), a recognized expert in the taxation and revenue industry, has developed and deployed the next generation integrated tax system. RSI's Revenue Premier Integrated Tax Processor (ITP) was designed and built with flexibility, adaptability and agility as its core principles. Revenue Premier ITP employs a Service-Oriented Architecture (SOA) and open technology standards along with best-of-breed technologies, such as a business rules engine and workflow, to facilitate change.

Maximizing Flexibility and Facilitating Change

Business rules are the lifeblood of revenue and taxation agencies, yet they are often the most challenging aspect of system maintenance. Many ITS applications embed business rules directly into the application code. Revenue Premier ITP's revolutionary approach is to manage and execute business rules through the use of a Business Rules Engine (BRE). The BRE abstracts business rules away from the application code and has several advantages over traditional application programming:

- **Central Rules Management** — eases impact analysis as a result of new legislation or the introduction of new programs.
- **Resource Involvement** — a BRE makes it possible for non-IT personnel to change and maintain business rules, reducing dependency on scarce technical resources.
- **Simplifies Testing** — changes are made to business rules, not core application logic, which allows testing to focus on the impacted business rules.

In addition to business rules, Revenue Premier ITP is workflow-enabled. Workflow is configurable and allows the agency to determine how best to direct work to the appropriate resources. This supports the automation of existing labor-intensive manual processes, reduces reliance on paper and significantly streamlines overall processing. Workflow empowers managers to effectively leverage limited employee resources by providing

state-of-the-art tools to manage tasks, track team performance, and automate processes.

Revenue Premier ITP Provides All Core Processing "Out-of-the-Box"

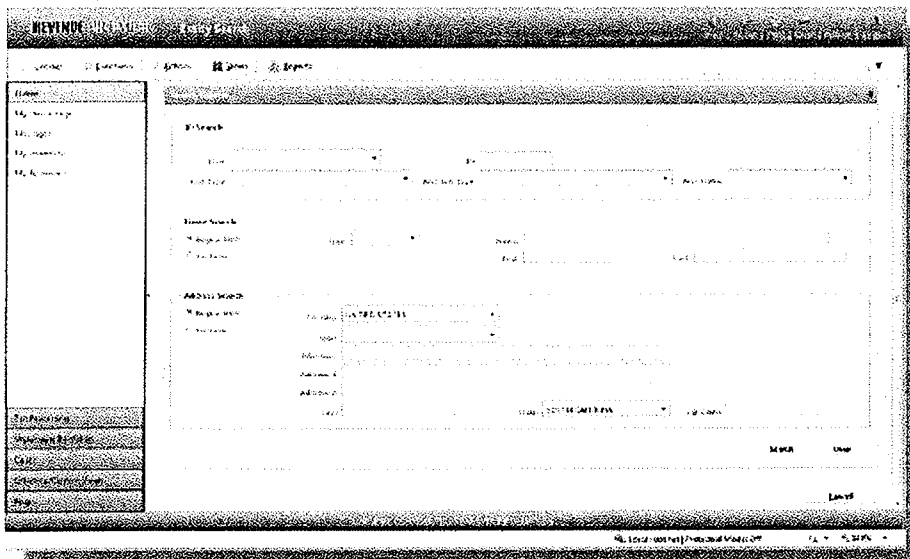
Revenue Premier ITP was built specifically for the revenue and taxation industry using best-practice techniques gained from over 15 years of client experience. Revenue Premier ITP provides out-of-the-box functionality for all core processing functions within the agency. It consists of the following core components: Taxpayer Portal, Channel Management, Entity Identification, Tax Processing, Taxpayer Accounting and Revenue Accounting. The Integrated Tax Processor operates on an open platform, which provides an agency with the flexibility to integrate with existing technology investments and/or other Revenue Premier modules.

Taxpayer Portal

Utilizing Revenue Premier's services and tools, Taxpayer Portal provides configurability through the use of business rules that differentiate between taxpayers on the web and internal agency business users. Taxpayer Portal is a mission-critical component that simultaneously provides services to citizens while reducing agency costs as services deployed on the internet are designed to reduce the manual effort required of agency resources.

Once their account is established, taxpayers have access to accounts that are registered with the agency to view their activity, file returns and remit payments. At the taxpayer's discretion, access

The User Interface for the Revenue Premier Integrated Tax Processor is intuitive, providing the opportunity for a smooth transition from legacy applications



can be granted to third parties, such as an accountant. Third parties can be given different levels of access rights, including view only access, return filing access or permission to remit payments.

Taxpayer Portal supports business taxpayers as well. An authorized officer can view the business account history, file returns and remit payments. In addition, the officer can elect to create one or more login IDs with passwords for persons authorized to conduct business on behalf of the company.

Channel Management (Returns and Payments)

Channel Management handles all inbound return and payment transactions, both electronic and paper. From a payment and returns processing perspective, Channel Management tracks receipt of transactions, translates them to standard formats and feeds transactional data to the appropriate subsystem of the ITP. ITP can integrate with document management systems to trigger workflow items for customer service resolution.

Entity Identification and Registration

All information related to taxpayers and non-taxpaying entities, including demographics, tax eligibility requirements, tax type and fee accounts and licenses, are managed here. Relationships among these entities are maintained, as are interactions between the taxpayer and agency, recording both inbound telephone and outbound correspondence contact history. Workflow and business rules are used to drive issue resolution by the appropriate resource. In addition, third parties such as other government entities or other authorized parties can be given access to provide additional electronic services.

Tax Processing (Returns and Payments)

Tax Processing supports the processing of tax returns, payments, extension requests and other information provided to the agency by performing validations, automatic calculations, payment application, and transaction posting to Taxpayer Accounting.

COTS ownership does not have to be a one size fits all approach. Revenue and taxation agencies differ as to how they strategically view software maintenance.

Taxpayer Accounting

All financial transactions related to taxpayer accounts and their financial impact are managed within Taxpayer Accounting. These transactions can trigger either billing with penalty and interest, or refunds with offsets, all based on business rules with appropriate approvals and audit trails. A wide variety of financial transactions are standard to the ITP. At the same time, much of how Taxpayer Accounting processes financial transactions is defined by the agency's business rules in the BRE rather than rigid software constraints.

Revenue Accounting

Revenue Accounting functionality encompasses deposit reconciliation, allocations and distributions, posting to the general ledger, fund distributions, close outs, historical information and communications to State Treasurer. Accounting features such as vouchering, reporting and auditability are built into the ITP. The financial transactions can be traced to the fund accounts in Revenue Accounting. Historical views allow the agency to compare the State's performance between the current and prior fiscal years.

Architected with the Future in Mind

Revenue Premier employs a highly modular structure by grouping related functional capabilities (as listed above) supported by a set of shared common services. This approach ensures uniformity across the enterprise. It allows for flexibility and integration by supporting the inclusion or exclusion

of components based on an agency's environment and business needs.

The Revenue Premier N-tier, Service-Oriented Architecture leverages the best hardware and operating system for each tier (user interface, business logic and data). A tiered architecture also allows for future expansion or change without the need for complete rewrites of the application. Utilizing the Microsoft .Net framework for the user interface and leveraging web services to deliver both messaging and enterprise integration capability, ITP's architecture enables the reuse of services across the enterprise.

The Revenue Premier architecture simplifies integration with other state agencies, customers and business partners through the use of business services and data access functions that can be exposed at the enterprise level. The architecture also enables current and future system expansion, while simplifying overall system maintenance.

Flexible Partnership

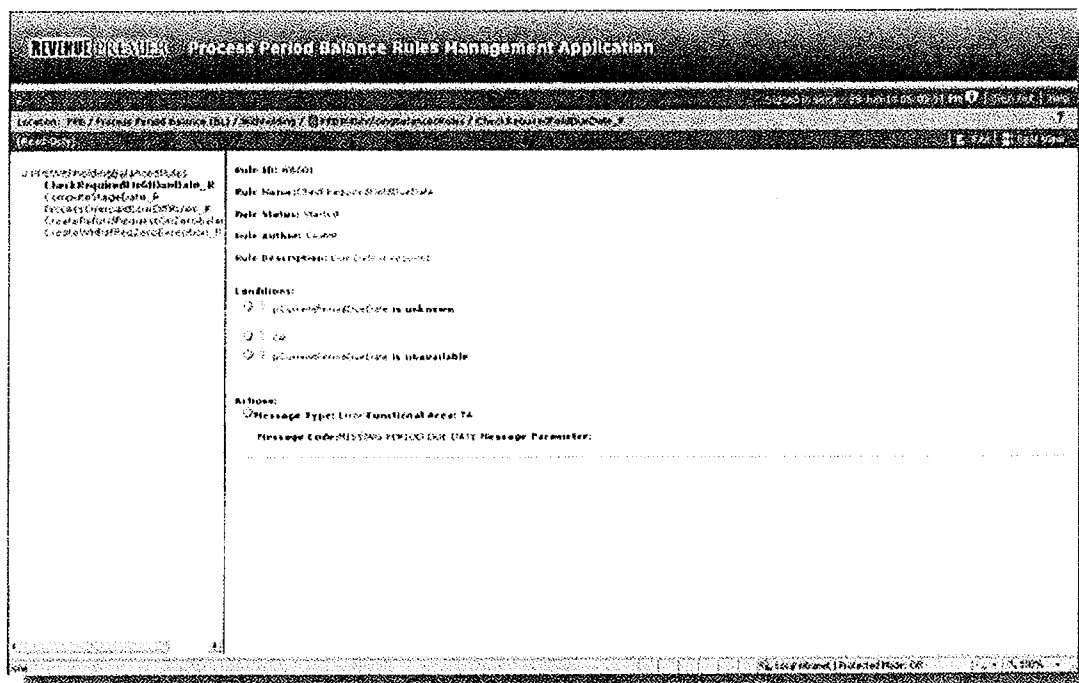
COTS ownership does not have to be a "one size fits all" approach. Revenue and taxation agencies differ as to how they strategically view software maintenance. Some agencies prefer to have total control of application software and perform maintenance and configuration with their own

personnel. Others may prefer vendor assistance. RSI understands this and provides an agency with a variety of maintenance and support options.

Included is a maintenance option that enables changes to be made, by the agency, to the core application in response to the changing needs of the users and legislative mandates. For those agencies that wish to have RSI maintain the application, this option exists as well. In all cases, future upgrades for enhanced functionality are provided. As your trusted partner, RSI's knowledgeable team of taxation experts will work with your agency to ensure that our solution meets your needs.

Summary

If your legacy tax processing system is nearing the end of its life cycle, or you are constrained to meet your strategic objectives or legislative mandates by an inflexible software solution, consider RSI's Revenue Premier ITP, the next generation Integrated Tax Processor.



Revenue Premier provides transparency to the business rules of the agency through the use of a Business Rules Engine

COLLECTIONS MANAGER



Business Challenge

Tax and Revenue agencies continue to strive for ways to improve their ability to locate delinquent taxpayers, identify assets and improve overall compliance and collections management. As their accounts receivable grows, agencies are asked to collect more with less resources. Management requires the ability to track collector progress, monitor changes to their accounts receivable and ensure timely collection actions against liabilities. In an effort to operate more effectively and efficiently, many agencies are relying on improved technology and consolidation of data to help increase collections. To achieve these higher levels, agencies are looking for technical and business solutions centered on the consolidation of data, enabling a data-driven approach to case management and risk-based scoring to manage their accounts receivable.

Solution

RSI offers a range of products and services from Revenue Premier Collections Manager to business process consulting services which utilize internal and external data sources to dramatically improve an agency's ability to prioritize, manage and report on their accounts receivable. Each solution focuses on integration with the data necessary for skip-tracing, asset identification, responsible officer management and management reporting. Collections Manager includes a single point of access for collectors to effectively manage their inventories; allowing for better identification of addresses, taxpayer assets and potential responsible officers, while providing external offset capabilities with external agencies. Online reporting capabilities allow supervisors to view their collectors' cases and productivity in real time, with the ability to filter and sort on specific attributes, enabling them to quickly identify potential issues. RSI also provides consulting services and best practices ranging from Business Process Re-engineering/Improvement (BPR/BPI) to system and process enhancements all directed towards providing agencies with a significant ongoing lift to collections.

RSI's approach focuses on quick-hit initiatives, or high return on investment initiatives, to help fund the overall project. By doing so, agencies experience actual benefits early in the project instead of waiting for the final solution to be implemented. Experienced RSI staff work directly with the agency using a proven methodology to determine which aspects of the project will provide a significant early return on investment, as well as determine the criteria in which to measure these benefits.



[illegible]

Collections Manager provides several utilities for managing work across the agency, including case assignment, workflow, messaging, approval rules, next steps, case closure types, appointment tracking and time recording for field collectors. Collections Manager supports and enhances the detailed review of taxpayer data by collectors, creating a comprehensive "holistic" view of taxpayer information through integration with Revenue Premier Integrated Tax Processor or an agency's tax system; eliminating the need to manually re-enter taxpayer demographics, filed return data and other data required for the case. What follows is a breakdown of the specific areas of functionality for Collections Manager.

Risk-based scoring allows agencies to more effectively prioritize and work their accounts receivable, by assessing the likelihood of taxpayer behavior such as payment on a receivable at the time it enters collections. As new information is added or current information is modified, predictive scores are updated for each account. RSI's scoring solution incorporates highly sophisticated and proven algorithms, producing optimum prioritization of accounts for assignment to the most appropriate collections treatment strategies. Refer to the Decision Analytics/Business Intelligence Shared Service for more information on our decision analytics solutions.

Through data interfaces and data aggregation methods, Revenue Premier Collections Manager facilitates enforcement activity through searches, both automated and manual, to identify attachable assets. Once the asset identification process is complete, liens and levies can be manually or automatically generated. For liens, the system allows for issuance, release, management

Consolidation of Data

Consolidation of internal and external agency data is the foundation of an effective collections system. Collections Manager, integrated with Revenue Premier Portfolio Warehouse, focuses on integration with the data sources collectors use most by building comprehensive taxpayer "portfolios" and allowing both the users and system to leverage those data sources to drive collections management. This includes a summary view of all case information, financials, contact information, bank accounts, wages, licenses, real property and responsible officer data.

Utilization of workflow technology and data to better perform inventory management allows

supervisors to assign cases to certain users or user groups and target specific segments of the inventory (e.g., case age, balance, tax type or risk). With data-driven prioritization of cases, based on agency defined business rules, management can ensure that the right collection action is being taken on the right taxpayer at the right time. Inventories are prioritized and collectors have the ability to sort and filter their inventories, or have the system determine the "next best case" to work. Strategies may also be driven by agency objectives such as the implementation of special enforcement projects to generate additional revenue. In addition, system alerts can be sent to staff based on activity that has occurred on taxpayers assigned to them. Examples might include: taxpayer change in address, a new receivable has entered collections or new asset information exists for the taxpayer.

Research and Skip-Tracing

As is the case of any collection operation, taxpayer research and skip-tracing are mission critical components to ensure successful account resolution. These steps also, if done manually, consume a significant portion of collector's time working a case.

Collections Manager identifies and consolidates those data sources necessary for the collector to search for asset information such as bank, wage and property information, as well as license and address information.

Noticing and Billing

Incorporated into the automated case flows are notice and billing functionality. While maintaining the ability to manually generate notices, implementing automated noticing and billing functionality allows for collection through configurable agency workflow rules and account criteria, postponing user intervention until absolutely necessary.

Payment agreement monitoring is a time-consuming activity for collectors if not automated. Often times, a taxpayer may be paying less than the agreed to terms, making every other payment or have new debt that has not been consolidated with the existing case. RSI's enhanced approach

to monitoring automatically recognizes defaults, or potential defaults, based on agency defined business rules and applies the appropriate case treatment. This may entail, automatically or manually, placing an account back into the case flow for review, generating a notice to the taxpayer or simply notifying the collector that new debt has been added for this taxpayer.

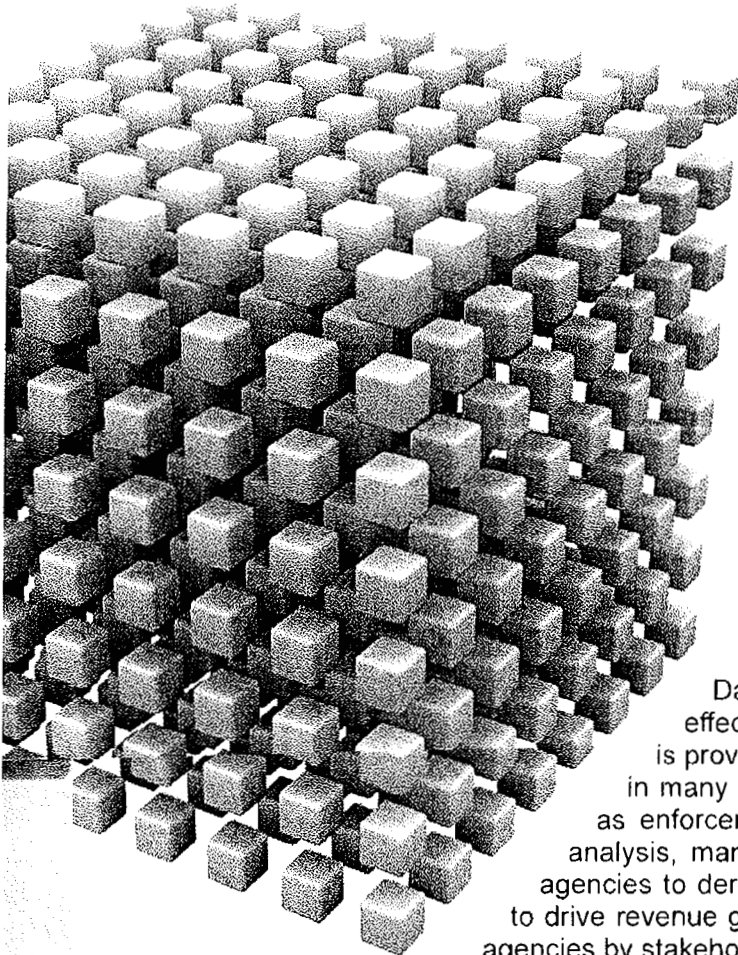
The image displays three overlapping screenshots of the Collections Manager software interface. The top screenshot shows a 'Filter' menu on the left with options like 'Case Age', 'Balance', and 'Tax Type'. The main area displays a table with columns for 'Case ID', 'Case Name', 'Case Age', 'Balance', 'Tax Type', and 'Status'. The middle screenshot shows a 'Case Details' view for a specific taxpayer, displaying a table of 'Case Details' with columns for 'Case ID', 'Case Name', 'Case Age', 'Balance', 'Tax Type', and 'Status'. The bottom screenshot shows a 'Case Summary' view for a specific taxpayer, displaying a table of 'Case Summary' with columns for 'Case ID', 'Case Name', 'Case Age', 'Balance', 'Tax Type', and 'Status'.

In addition, Collections Manager supports the bankruptcy process. Bankruptcy cases are created upon receipt of the 341 information and the appropriate correspondence, such as Proof of Claims, are generated and submitted. Periodic updates back from the court are tracked to verify bankruptcy status.

Responsible Person and Taxpayer Relationship Management

For the collection of business taxes, the ability to identify and manage taxpayer relationships is an essential part of effectively resolving that tax liability. Businesses may be unable to pay their tax liability, however there will always be responsible person(s) for the taxes owed on that business. For personal income taxes, it can be difficult to determine which spouse was responsible for which tax liabilities. Identifying those persons, the liabilities for which they are responsible and tracking individual payments against those liabilities ensures that

REVENUE PAPER							
To:		Date:					
<table border="1"> <tr> <td colspan="2"> From: Account Name: Address: City: State: Zip: </td> <td colspan="2"> Phone: Business: Home: Fax: </td> </tr> </table>				From: Account Name: Address: City: State: Zip:		Phone: Business: Home: Fax:	
From: Account Name: Address: City: State: Zip:		Phone: Business: Home: Fax:					
Item: Description: Quantity: Unit: Price: Total:		Notes: Comments: Amount: Balance:					



PORTFOLIO WAREHOUSE



Business Challenge

Tax and Revenue agencies are under continuous pressure to identify, and collect on, additional sources of revenue. For years, agencies have accumulated vast quantities of operational data and collected external data from other agencies, municipalities and third-party sources. The challenge lies in how to leverage this continuously accumulating strategic data asset for monetary value.

Data can be utilized to enhance and improve the effectiveness of many processes within a revenue agency, and is proven to be a dependable method to increase revenues, and in many instances, reduce costs. Leveraging data in areas such as enforcement (audit and collections), taxpayer education, policy analysis, management reporting and decision analytics is critical for agencies to derive maximum value from the data they already own and to drive revenue generation. Several common questions asked of revenue agencies by stakeholders are:

- Is there a more accurate, dependable method to identify individual non-filers or business non-registrants?
- Of the top corporations in our state, who is paying the least in taxes? Why?
- If a proposed tax law is enacted, how much revenue will be impacted and who will it affect?
- Can a risk score be applied to delinquent taxpayers to vary the enforcement treatment applied, making collection efforts more efficient and freeing resources to work the more difficult cases?
- Can statistical analysis or other pattern detection algorithms of past audit history be applied to determine the attributes of a good audit case to assist in selecting the best audit leads?
- Was this audit/issue worth the effort after all appeals and abatements are factored into the analysis?

Most agencies are yet to effectively leverage one of their most valuable assets to address these business challenges — data. Consolidating into a central data repository all of the information an agency has about its taxpayers provides the foundation necessary to address these various business challenges and to drive increased compliance and revenue generation.

Solution

Revenue Premier Portfolio Warehouse provides the tools and functionality agencies seek for their warehousing and business intelligence (BI) needs. Portfolio Warehouse helps states get the most out of valuable taxpayer data. Current implementations are recovering more than \$250 million annually for state revenue agencies.

Portfolio Warehouse was exclusively designed for Tax and Revenue agencies to attack the compliance “tax gap” and provide a data warehouse foundation to support initiatives across operations, policy, enforcement and management functions. The Portfolio Warehouse provides a state-of-the-art tax data warehouse solution which interconnects individual and business data from multiple sources creating a “single-entity” or “portfolio” view of each business and individual taxpayer. These comprehensive taxpayer portfolios

increase overall effectiveness of Discovery and Audit programs by targeting agency resources to those accounts that are truly non-compliant, resulting in accurate and revenue-maximizing detection and recovery of non-registrants, non-filers, under-reporters and fictitious taxpayers. The Portfolio Warehouse provides the Collections Division a foundation used to determine the best and most economical collection treatment strategy and supports collections research. Additionally, the Portfolio Warehouse provides a tool to conduct economic analysis, legislative and policy analysis, executive management reporting and better understanding of trends and changes while they are happening.

Portfolio Warehouse can be installed and configured in a short period of time, providing your agency with quick results. The Portfolio Warehouse's comprehensive tax data warehouse toolset, advanced data standardization and matching routines, tax calculation builder, scoring engine, case selection and management functionality, rules configuration and open design readily accommodate new data sources, new compliance initiatives, changes in case workflow, additional reporting requirements and more. The majority of available external data sources (e.g., IRS IRMF) and compliance initiatives (e.g., individual non-filer) are pre-configured, allowing your agency to start loading data more quickly and begin realizing benefits sooner than with custom built solutions or other industry offerings.

Security features meet IRS Guidelines and safeguard the agency from unauthorized access and disclosure. All inquiries via the Portfolio Warehouse's windows are secure and generate an audit trail of "who looked at what," meeting IRS Common Criteria requirements.

The three core components in Revenue Premier Portfolio Warehouse are Data Transformation, Portfolio Management and Lead Selection/Scoring.

Data Transformation

Internal and external data sources are recorded with appropriate contact, security, retention and file characteristics. An Extract, Transform and Load (ETL) tool is used to map the external data source layout to Portfolio Warehouse standard format. ETL maps are reusable and can be easily modified when future data source releases (e.g., next tax year) include new data

*Most agencies are
yet to effectively
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most valuable assets
— information.*

fields. The transformation process handles data parsing, consolidation, format changes, edits, record filtering and address standardization and verification using a point-and-click user interface. Upon completion, the source is ready for the warehouse build process.

RSI's "Compliance Library" contains a host of potential government and private sector data sources listing possible uses, contact information and predefined data transformation maps. Many of the most commonly identified data source mappings (e.g., IRS data sources) have already been defined and tested, reducing the time it takes to load your data warehouse and begin realizing benefits.

Portfolio Management

Complete access to information within the portfolio warehouse is available via the browser-based user interface. Through search windows, users can find taxpayers by using combinations of exact, partial and wildcard searches. All information stored in a taxpayer portfolio, including demographics, income, returns, payments and assets, is viewable using the inquiry windows. Imagine a non-filer calling your agency to dispute a bill and your taxpayer service representative, empowered with this data online, reminds the taxpayer of past employment, unreported 1099 income or use tax due on imports of luxury items.

Portfolio Warehouse also provides a configurator to determine the best ID, name and address to use for display and noticing, and also allows for all IDs, names and addresses to be shown and cross-referenced to the data source. In addition, the relational structure of

the data warehouse design allows for ad hoc reports to be easily developed via Revenue Premier's Selection Builder or any third-party SQL builder.

The Portfolio Warehouse's advanced matching and load process, called Associate and Grow (A&G), builds the warehouse by accurately constructing comprehensive business and individual portfolios. The A&G process matches external data to existing taxpayer portfolios initially created by loading your tax system(s) data. If the process detects a match, it "associates" the external data to the taxpayer, building a more complete portfolio. If a match is not determined, the process "grows" the data warehouse by adding the external data as a new business or individual portfolio. An online function is also provided to research and resolve undetermined matches.

The A&G process utilizes numerous matching algorithms including exact ID, transposed ID and standardized name and address matching (including phonetic matches, partial matches and alpha checks), as well as, matches of telephone number, date of birth and much more. The match keys and rules are configured online for each external data source and new match keys can easily be added. A match rule "wizard" quickly supports match rule definition for a new data source. RSI's extensive experience with various sources of data is imbedded in several "best practices" configurations of match keys that can be used as a safe starting point for most sources.

Lead Selection/Scoring

To increase effectiveness of compliance initiatives, Portfolio Warehouse provides Decision Support functionality to aid in the selection of discovery, audit and collection leads. Taxpayer portfolios can be scored using configurable business rules or predictive model score cards to determine specific taxpayer compliance risk, such as probability of non-payment within six months or of under-reporting. Tax calculation formulas can also be defined, and

The screenshot displays the Portfolio Warehouse software interface. The top window, titled 'REVENUE PREMIER', shows a form for entering taxpayer information, including fields for 'Taxpayer ID', 'Name', 'Address', 'City', 'State', 'Zip', 'Phone', 'Fax', 'Email', and 'Comments'. Below this, a 'Selection Builder' window is open, showing a list of taxpayer records with columns for 'Taxpayer ID', 'Name', 'Address', 'City', 'State', 'Zip', 'Phone', 'Fax', 'Email', and 'Comments'. The records are sorted by 'Taxpayer ID' and show a list of taxpayers with their respective information.

each taxpayer's proposed assessment computed, for non-filers and under-reporter cases.

Once scored, the Portfolio Warehouse Selection Builder identifies leads based on taxpayer portfolio scores as well as any other attributes in the warehouse. An unlimited number of risk analysis scores can be created and defined; and, an unlimited number of lead selections/queries can be saved and reused. Selected leads can be viewed online and interfaced into the Case Management/Workflow shared service or passed to the agency's legacy case management system for follow-up action.

Portfolio Warehouse Highlights

Increase Revenue

With complete end-to-end tax data warehousing support and a single-entity portfolio view of the taxpayer, agencies can increase the overall effectiveness of compliance initiatives by targeting resources to those taxpayers that have the highest probability of non-compliance, resulting in accurate and revenue maximizing detection and recovery of non-registrants, non-filers and under-reporting taxpayers. Effective treatment strategies can be determined on outstanding bills resulting in better allocation of collection resources. New data source loads and compliance programs can be activated quickly with little overhead, allowing agencies to run various scenarios to find the most effective compliance initiatives. The return on investment (ROI) for a Revenue Premier Portfolio Warehouse project is so significant, RSI will implement the solution without any up-front costs to the agency and will be paid only from the resulting benefits.

Increase Productivity – While Reducing Workload

Revenue Premier Portfolio Warehouse provides tax agencies with a state-of-the-art tax data warehouse solution which interconnects data from multiple sources and provides the tools to automate the majority of data warehouse loading & matching, lead selection, noticing and recovery case management tasks. Agencies can spend less time manipulating data and more time collecting revenue from the right taxpayers. Using the portfolio approach, having all taxpayer data easily viewable in a single place to answer questions and address issues, also results in a greater return on investment for leads generated by the system.

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from the right
taxpayers.*

Increase Voluntary Compliance

In addition to the detection and recovery of tax gap revenue, the Revenue Premier Portfolio Warehouse and integrated decision analytics and business intelligence tools can be used to determine patterns of non-compliance for the development of new taxpayer education and outreach programs. As new taxpayers are registered, letters (based on a risk score) can be sent automatically, welcoming and educating them about their filing requirements. Combined with the effectiveness of targeted initiatives designed to address the tax gap, agencies will see an increase in voluntary compliance levels in future tax years.

Improve Customer Service

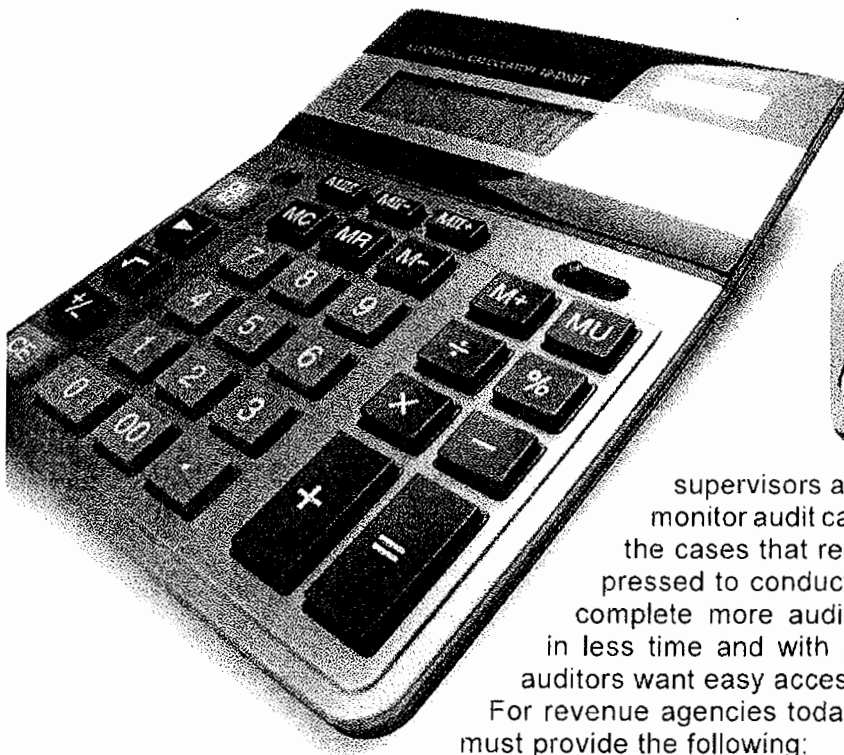
Revenue Premier Portfolio Warehouse provides your customer service representatives and enforcement staff with a single repository of information required to answer taxpayer questions and assist them with their compliance issues. All data, including contact information, income sources, returns and payments are available in the taxpayer portfolios and easily accessible using the Revenue Premier web-based user interface. Additionally, you will improve your relationship with the compliant taxpaying population by reducing erroneous contacts. Compliant taxpayers will applaud your efforts to focus on those that are not "paying their fair share."

Understand Your Constituents Better

Building a tax data warehouse, complete with portfolios on all individuals and businesses within your jurisdiction, will provide you with valuable information and insights on your taxpayer population. You can detect specific cases of taxpayer non-compliance, as well as patterns of both compliance and non-compliance, by geography, time period, business type and other dimensions. The Revenue Premier Portfolio Warehouse provides the foundation for agency-wide advanced business intelligence initiatives.

Summary

Data Warehousing and Business Intelligence is an important ingredient in successful Compliance Management — applying the right action, to the right taxpayer, at the right time, through the intelligent use of information.



AUDIT MANAGER



Business Challenge

Tax and Revenue agencies are continually striving to improve efforts to identify and efficiently assess under-reported tax. Audit supervisors and managers need to effectively manage cases, monitor audit case progress and have the ability to easily identify the cases that require their involvement. Audit organizations are pressed to conduct more and better audits and auditors asked to complete more audits and perform more complex audit functions in less time and with less support staff. Managers, supervisors and auditors want easy access to all information about an audit in one place. For revenue agencies today, an effective audit case management system must provide the following:

- Tools to effectively track and manage audit case inventories;
- Facilities to alert supervisors that their involvement in certain cases is required, to maximize return and accelerate completion;
- A complete auditor "tool kit" to produce consistent workpapers in a package that includes, time-saving analysis and data-handling functions, reduces errors through standardization and facilitates supervisory and taxpayer review by way of consistent audit result reports;
- Simple maintenance of tax, interest and penalty rates to ensure that most recent tax law and locality rate changes are incorporated into the audit;
- An end-to-end, integrated audit solution from case creation to detailed audit workpapers analysis that significantly increases efficiency and audit revenues; and,
- Easy access regardless of the auditor's location to the complete audit workpapers package and associated case information via a single electronic case folder.

Modern Compliance Management techniques, including leading-edge technology solutions, are required to maximize output from agency's audit resources and produce the highest return on each audit hour expended.

Solution

Revenue Premier Audit Manager is designed to assist audit managers, supervisors and auditors in completing audits with maximum efficiency. Audit Manager consists of three core components: Audit Workbench, Workpapers Toolkit and Statistical Sampler. Each component is designed to work independently or as an integrated suite to provide an industry-leading integrated Audit Management solution for both audit management and auditors. These are proven products that have been implemented in six state Tax and Revenue agencies, and in 26 local jurisdictions. Over 1,400 users utilize one or more of Audit Manager's core components to conduct audits every day.

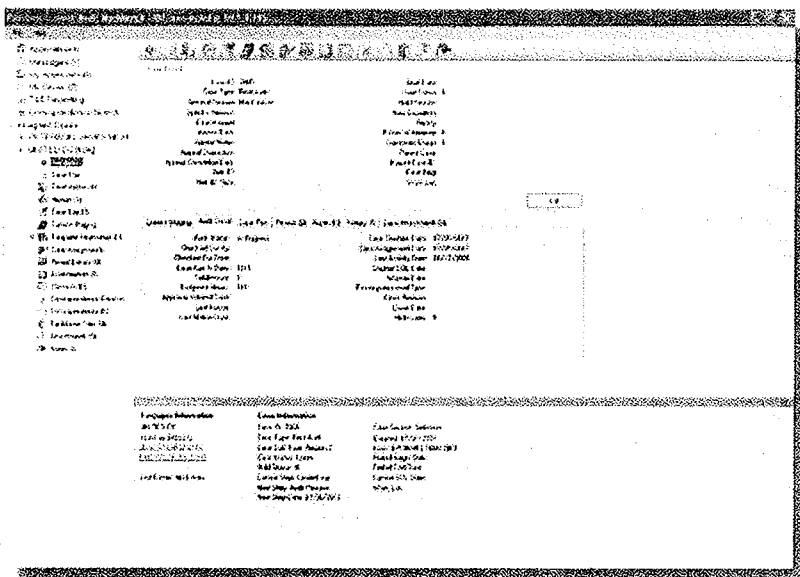
Audit Workbench

The Revenue Premier Audit Manager's Audit Workbench core component includes a robust set of case management functions and features for auditors and supervisors. The solution manages a single, fully electronic case folder and provides comprehensive case tracking and review features. The case folder contains

the complete contents of the case, including all workpapers, forms, adjustment schedules, taxpayer-provided records, the complete case log of activities, assessment details, approval history, correspondence, notes and any other important audit files acquired during the course of an audit, and can be reviewed online by supervisors and managers throughout the lifecycle of the audit. Audit Workbench also provides several collaboration and workflow utilities for managing work across what is often a disparate workforce, including automated case assignment, auditor messaging, configurable approval rules and workflow management, appointment tracking and time recording.

With Audit Workbench, auditors have complete mobility and can check-out and download assigned cases to their laptop to conduct field audit activities regardless of the network connection or location. When away from the office, the Audit Workbench automatically synchronizes changes made in the field to a central server and pushes any recent taxpayer activity to the auditor's laptop. This ensures that auditors have the most up-to-date information about the taxpayers they are auditing and, at the same time, ensures that their supervisors have the most up to date information on case progress.

*Over 1,400 users
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core components
to conduct audits
every day.*



Workpapers Toolkit

The Revenue Premier Audit Manager's Workpapers Toolkit component significantly improves audit efficiency and productivity by:

- 1) providing all of the basic functions and features required by auditors to complete their detailed analysis of a taxpayer's records;
- 2) easily adapting to state (and local) taxes, and the frequent changes in tax rates; and,
- 3) continuous innovation and enhancement from knowledgeable staff who regularly implement modifications and improvements to the software, most of which are requested by RSI's clients.

The states of Alabama, Maine, Nevada, North Carolina, Pennsylvania and South Carolina, as well as numerous local jurisdictions, have already concluded that the Workpapers Toolkit component is the right solution to meet their needs. Workpapers Toolkit is an integrated suite of tools that enhance auditors' capabilities, both in the field and in the office, by facilitating the completion of audits in less time and with fewer errors. The Workpapers Toolkit contains a toolset that meets virtually every detailed audit function need for all tax types including sales, corporate income and personal income.

The Workpapers Toolkit component supports:

- the ability to define templates for all letters, adjustments schedules, worksheets and forms utilized to conduct an audit;
- the ability for auditors to customize templates to address the circumstances of a particular audit situation;



Client
Services

Workpapers Toolkit is the industry leader in state and local tax auditing software and used by city, county and state agencies for over 20 years. Recent

The Statistical Sampler allows auditors to connect to a variety of data sources for defining the sampling frame, maintain a detailed log of each step of the sampling process (including the random number seed and random number generator utilized) and automatically generate the "pull" sample. After detailed examination of the sample by an auditor, the projection back to the full population is automatically generated based on the errors identified in the sample.

The Statistical Sampler component provides:

- the ability to rely less on a small group of statistics experts and pursue a decentralized approach for statistical auditing;
- the ability to connect to a variety of data sources for defining the sampling frame;
- administrator control of all parameters of the sampling methodology;
- a detailed log of each and every step of the sampling process and all sampling parameters utilized to generate the sample - including the random number seed utilized to generate the sample, allowing for regeneration of the exact original sample population at any point in the future;
- a step-wise wizard approach to the sampling process, based on the established parameters set and maintained by the administrator, which are deployed to the auditor's laptop automatically;
- an easy and intuitive way of establishing the sampling frame, including checklists and drop down menus;

Statistical Sampler enables states to decentralize the sampling function and put those capabilities in the hands of their auditors.

- a Diehard certified Random Number Generator;
- seamless integration with Workpapers Toolkit, automatically pulling the sample transactions from the population for detailed review and mark-up by the auditor; and,
- automatic generation of the projection schedule based on the results of the auditor's detailed validation of the sample population.

Summary

RSI's Revenue Premier Audit Manager is devoted to address the complexities that auditors and audit supervisors face to ensure that all audit resources are as productive as possible. The Audit Workbench, Workpapers Toolkit and Statistical Sampler components provide all auditors, desk and field, and their supervisors and managers with a powerful integrated suite of tools, all designed and proven to increase accuracy, consistency, efficiency and productivity of the end-to-end audit process.

Statistical Sampling Wizard

Open... View... Save As... Print... Run Log Close... Exit...

The estimate for each stratum is displayed below. The detailed results can be exported to a spreadsheet which includes a period leave contribution of the estimate.

Error Data Analysis and Projection:

Build Projection Schedule(s) >

Stratum	Lower	Upper	Frame Count	Frame Total	Sample Size	Sample Total	Error Total	Error Count	Error Rate	Projected Amount
1	0	25	1,626	66,976.16	0			0	0.000	\$1,956.89
2	25	125	9,589	61,889,522.08	29	\$7,523.34	\$4,241.71	11	0.360	\$1,694,229.21
3	125	2,725	5,582	13,145,284.93	57	\$73,994.93	\$17,714.25	7	0.120	\$1,118,584.16
4	2,725	4,225	1,462	13,461,187.94	81	\$273,584.93	\$17,714.25	7	0.047	\$246,038.44
5	4,225	8,750	1,119	11,601,328.85	100	\$922,177.45	\$26,008.12	3	0.032	\$292,312.63
6	8,750	11,000	1,519	11,601,328.85	108	\$1,459,261.84	\$21,556.37	2	0.017	\$177,465.69
7	11,000		1,527	124,632,523.08	1,527	\$24,672,523.08	\$720,443.56	29	0.012	\$719,442.56

20542 166,966,443.00 1572 \$27,242,151.00 \$254,376.04 70 \$1,742,660.43

Overall Effective Error Rate = 2.21%

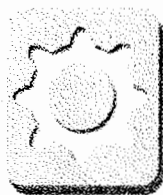
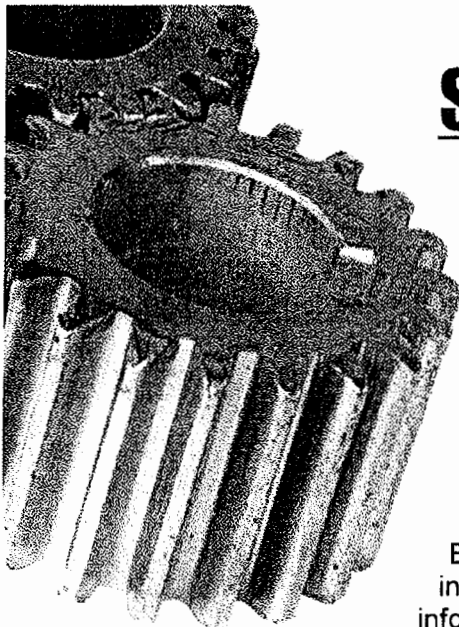
Expansion Method

- ☒ Ratio Estimator (Unbiased)
- ☐ Ratio Estimator (Biased)
- ☐ Regression Estimator (Unbiased)
- ☐ Regression Estimator (Biased)
- ☐ Difference Estimator
- ☐ Mean Per Unit Estimator

3. Verification ☒ 4. Frame Selection ☒ 5. Stratify ☒ 6. Sample Size ☒ 7. Sample Frame ☒ 8. Record Errors ☒ 9. Projection ☒

Page 1

SHARED SERVICES

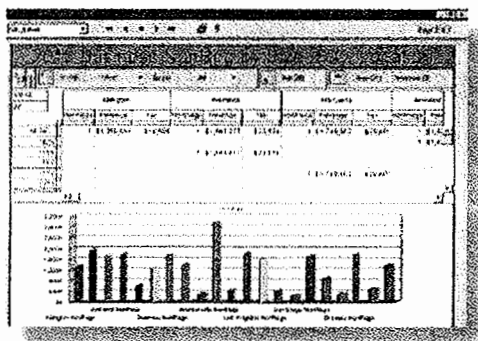


Revenue Premier boasts an open technical design and a set of shared services which provide vast flexibility for reusing services, integrating other products and a variety of supporting technical infrastructure options. Those Shared Services include: Decision Analytics/Business Intelligence Framework, Case Management/Workflow, Correspondence Management and System Administration and Configuration.

Decision Analytics/Business Intelligence Framework

Building a Revenue Premier Portfolio Warehouse complete with business and individual taxpayer portfolios (which contain demographics, tax returns, income information, assets and other taxpayer information), will enable your agency to realize the full benefits of using Business Intelligence tools. Leading-edge data mining, OLAP and ad hoc reporting technologies can be integrated to enhance data analysis and reporting capabilities and increase the overall effectiveness of your compliance initiatives.

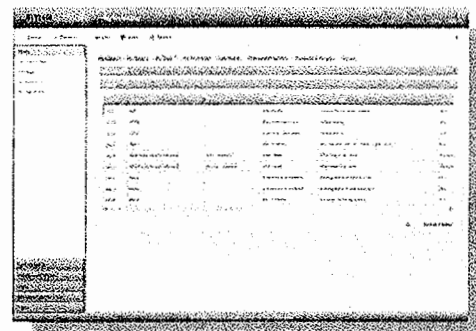
Data mining technology can be used to "mine" data in the warehouse to develop predictive models for improved collections case treatment and audit selection, based on agency specific data and historical results.



Using OLAP technology, online users can view summary data or drill down and explore the vast amounts of information stored in the data warehouse. For example, users might analyze compliance by geographic area and industry code or select all taxpayers where employer W-2 data does not match employee withholding claimed. OLAP and ad hoc reporting tools are also widely used for enhanced management reporting, such as reports for measuring the benefits of a compliance program or a taxpayer education outreach initiative. The use of Decision Analytics to support all audit and collection functions is a reality.

Case Management/Workflow

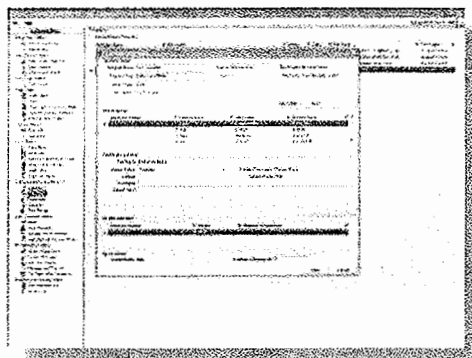
Revenue Premier's full feature Case Management/Workflow capabilities administer the process of creating and tracking cases, such as non-compliant leads. Cases can be automatically created or created manually upon user request from the lead selection process. Offline processes manage the configurable case workflow based on triggered events or case attributes, such as elapsed time, taxpayer status and dollar amount. Automated actions might include case assignments, case routings, notice mailings or case closure. Each case file includes a complete history of user assignments, case status, case actions, contacts and case notes. Users can easily define new case types or modify case workflow through the configurable case workflow management facility.



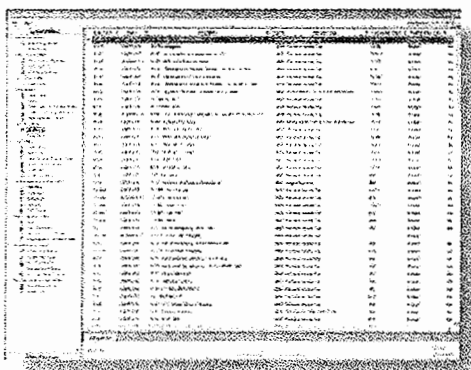
The Case Management/Workflow service provides agencies a robust case management system and integrated tool for case processing for all case types/sub-types (e.g., desk audit – CP2000). For agencies with existing case workflow applications, the Case Management/Workflow service provides a flexible tool to pilot new compliance initiatives that may not fit the current system's case structure or requires IT resources to modify the production systems.

Correspondence Management

The Correspondence Management service is a companion component to the Case Management/Workflow service. The Correspondence Management service allows user-defined notices to be integrated as actions in the case workflow. It uses templates to define notices, letters and other mailings to be automatically requested by a Revenue Premier service or manually by a user. It also supports viewing and reprinting of previously issued notices to assist in the resolution of taxpayer notice inquiries.



The Correspondence Management service enables an agency to quickly define notices for a new correspondence initiative. This feature is particularly helpful for new desk and field audits where the agency may select a limited number of audit candidates who require a tailored letter.



System Administration and Configuration

Revenue Premier provides the capability to configure the solution for your agency's specific tax requirements, policies and compliance program needs. User security definition, system codes and parameters, messages, offline processing, tax calculation business rules, compliance score cards, case flows and match keys can be defined through this component. The System Administration and Configuration service also provides configuration of user IDs and passwords to enable complete tracking of every touch to the system, meeting IRS guidelines. By driving processing through the use of configurable parameters and business rules, system changes are simplified, therefore lowering system maintenance and enhancement costs and reducing implementation time.

Revenue Solutions, Inc.

RSI's mission, since incorporating in 1996, is to assist government agencies realize their business objectives and achieve significant results from information technology investments. RSI partners with clients on IT initiatives to improve customer service, increase operational efficiency and maximize compliance. With a dedicated team of full-time business and information systems consultants and a suite of software solutions, RSI is one of the largest organizations of its kind dedicated exclusively to tax, labor and child support agencies.

**Extensive Experience,
Specialized Knowledge,
Client Specific
Solutions**





Revenue Solutions, Inc. ■ The Experience to Deliver Government Innovation

42 Winter Street ■ Pembroke, MA 02359 ■ (888) 826-1541 ■ www.RevenueSolutionsInc.com

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Other trademarks are the property of their respective owners.

Modernized eFile System

Licensed Software Maintenance and Support Agreement

This Licensed Software Maintenance and Support Agreement (the "Agreement") is made and entered into this _____ (the "Effective Date") by and between REVENUE SOLUTIONS, INC. ("Licensor" or "RSI"), a corporation formed under the laws of the Commonwealth of Massachusetts, with its principal place of business at 42 Winter Street, Pembroke, MA 02359, and the _____ ("Licensee"), with its principal place of business at _____. In the consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, Licensor and Licensee hereby agree as follows:

1. Scope of Agreement

During the term of this Agreement, as set forth in Section 2, Licensor agrees to provide Licensee standard maintenance and support services, as set forth in Section 3, for the Licensed Software. All terms used herein shall have the meaning set forth in the Modernized eFile System License Agreement.

2. Term

This Agreement shall take effect immediately upon the installation of the Licensed Software, and shall remain in effect for the Initial Term as defined in Schedule 1 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "Term"). Provided, however, that a party may elect not to renew this Agreement at the end of any Term by giving written notice to the other party of its intention not to renew at least sixty (60) days prior to the end of the Term.

3. Standard Maintenance Services

a. *Scope of Services.* During the term of this Agreement, Licensor will provide Licensee the following Standard Maintenance Services for the Licensed Software:

- i. Corrections of substantial defects in the Licensed Software so that the Licensed Software will operate as described in the user manuals provided to Licensee with the Licensed Software.
- ii. Periodic updates and enhancements of the Licensed Software that may incorporate (A) Enhancements and (B) corrections of Defects.
- iii. Periodic updates to the user manual.

- iv. Provide a list of all User Group numbers, "hotline," user bulletins, or other means of preventive or corrective maintenance of system, and any customer services available to provide assistance in problem resolution or obtaining optimal usage of the system.
- v. Live toll free telephone support (available at 888-826-1324) between the hours of 7:00 A.M. and 5:00 P.M., Pacific Standard Time, Monday through Friday, excluding federal holidays, and e-mail support (available at McFSupport@RSImail.com) to assist Licensee in using the Licensed Software. Licensor will acknowledge a reported problem with the Licensed Software. Phone and e-mail support requests may be submitted at any time. Support requests submitted within the hours stated above will be acknowledged within one hour. Support requests submitted from January 1-April 30 will be acknowledged within four hours if the request is submitted outside the hours stated above. During the remaining portion of the year, support requests submitted outside the hours stated above, will be acknowledged by 8:00 A.M. Pacific Time Zone, the next business day. Acknowledgement of support requests involves either a phone or e-mail response to the requestor by the Licensor. In consultation with the Licensee, Licensor will assign a priority to new issues according to the definitions in the Table below.

Priority	Definition	Action
P1	Production operations are down as a result of Licensed Software failing to function as specified in the product documentation. It has also been determined that no workarounds exist to remedy the situation.	Top priority will be given to the issue and all necessary resources will be immediately assigned. If applicable, an e-patch will be released as soon as the issue has been resolved.
P2	Significant product functionality is not working as defined in the product documentation. However, the product is still running and the majority of the functionality is operable.	High priority will be given to the issue and all necessary resources will be assigned to the issue. If applicable, an e-patch will be released as soon as the issue has been resolved.
P3	Minor product functionality is not working as defined in the product documentation.	Lower priority is given to the issue and the appropriate resources will be assigned to the issue. If applicable, the resolution will be included in a future release.

If a workaround agreed to by the Licensor and Licensee can be applied, then the priority may be downgraded to the next level.

- vi. When a P1 issue occurs, Licensor will use reasonable efforts to resolve the issue and bring the system back to a functioning state within 24 hours. Licensor expects the Licensee to give unrestricted access to the system as well as provide the appropriate staff to assist in the resolution. If the appropriate resources are not provided by Licensee in order to work a P1 or P2 issue, then the issue may be degraded to a P3.
 - vii. Licensee will provide a designated person onsite to provide all coordination. This person must be trained on the product and understand its specific environment(s).
 - viii. Licensee will perform first level triage and be able to provide Licensor application logs along with any error messages in order to diagnose the issue.
- b. *Services Not Included.* Standard Maintenance Services covered by this Agreement do not include:
- i. Components that are not covered by Licensee's Modernized eFile License Agreement or that are offered, at Licensor's sole discretion, to Licensees upon payment of an additional license fee.
 - ii. Custom programming services.
 - iii. On-site support.
 - iv. Training.
 - v. Hardware and related supplies.
 - vi. Support for customer specific modifications or extensions.
 - vii. Release upgrade implementation services.
 - viii. Releases or upgrades that may be required to ensure compatibility in the event that the IRS replaces or materially revises its Modernized eFile Platform.
- c. *Definitions.*
- i. "Defect" – an error or flaw in the Licensed Software that causes it to operate in a manner inconsistent with its specifications and documentation.

- ii. "Enhancement" – an enhancement adds functionality to the Licensed Software.

4. Supplements

From time to time, Licensor at its sole discretion, may make available to Licensee Supplements to the Licensed Software, which are reasonably designated by Licensor as new products or new version releases thereof, that Licensee may license from Licensor upon payment of the license fee established by Licensor.

5. Maintenance Fee

The maintenance fees during the Initial Term are as set forth on Schedule 1 herein. For each successive Term, the maintenance fees shall be twenty percent (20%) of the then current list price calculated for each component, quantity thereof, and licensed use of the Licensed Software. Licensor shall provide Licensee notice of any increases in the maintenance fees at least ninety (90) days prior to the start of each successive Term. All maintenance fees shall be due and payable in full prior to the commencement of a Term.

6. Obligations of Licensee

- a. *Licensee Contact.* Licensee shall notify Licensor of Licensee's designated Key Person. Licensee's communications with Licensor will be through the Key Person.
- b. *Installation.* Licensee agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Licensed Software in accordance with the instructions and in order of receipt from Licensor. Licensee understands and acknowledges that Licensor is not obligated to provide maintenance or support for the Licensed Software if Licensee is operating a version of the Licensed Software that is not updated to within two releases of the most currently available release of the Licensed Software.
- c. *Facility and Personnel Access.* Licensee agrees to grant Licensor access to Licensee's facilities and personnel concerned with the operation of the Licensed Software to enable Licensor to provide services. Any preventive or corrective maintenance which requires that the Communications Front-end System, Translation, or the Storage and retrieval System be taken out of service will be scheduled at a time mutually agreeable to the Licensor and Licensee.
- d. *Error Documentation.* Upon detection of any error in the Licensed Software, Licensee, as requested by Licensor, agrees to provide Licensor a listing of output and any other data, including databases and backup systems that Licensor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

7. Termination

- a. *Event of Termination.* Licensor shall have the right to terminate this Agreement and all services provided pursuant to this Agreement upon termination of the Modernized eFile System License Agreement by either party for any reason. Licensor or Licensee shall have the



right to terminate this Agreement upon an event of default by the other party under the Modernized eFile Agreement. Either party may terminate this Agreement for convenience, provided such notice for termination is provided in writing to the other party at least ninety (90) days in advance of the planned termination date. Upon any reason for termination, no maintenance fees, or pro-rated portion thereof, paid to the Licensor by the Licensee shall be refunded.

8. Incorporation of License Terms

This Agreement shall be subject to the terms and conditions of the Modernized eFile System License Agreement between the parties hereto.

AGREED:

REVENUE SOLUTIONS, INC.

Signature

Name

Title

LICENSEE:

Signature

Name

Title



Schedule 1

INITIAL TERM MAINTENANCE FEE SCHEDULE

1. Maintenance (Production/Test/Development/Training Environments)

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Part 2 Exhibit O; A. Contractor's Certificate of Vote/Authority

Resolution of Board of Directors of
REVENUE SOLUTIONS, INC.

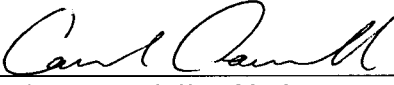
WHEREAS Revenue Solutions, Inc., a Massachusetts corporation, desires to contract work with the State of New Hampshire

RESOLVED that Christopher L. Barlow of Revenue Solutions, Inc. be and hereby is authorized to execute and deliver for and on behalf of the Corporation a contract with the State of New Hampshire, Department of Revenue Administration, for the MeF solution. And to act as principal to execute contract herewith, agreement form P-37.

I, Paul G Panariello, do hereby certify that I am duly elected and qualified Clerk and keeper of the records and corporate seal of Revenue Solutions, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of directors thereof, convened and held in accordance with law and the Bylaws of said Corporation on May 14, 2014, and that such resolutions is now in full force and effect.

In WITNESS WHEREOF, I have affixed my name as Clerk and have caused the corporate seal of said Corporation to be hereunto affixed, this 15th day of September 2015.

Revenue Solutions, Inc.



Paul G, Panariello, Clerk

Part 2 Exhibit O; B. Contractor's Certificate of Good Standing

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 REVENUE SOLUTIONS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on June 18, 1997. 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 26th day of August, A.D. 2015

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

William M. Gardner
Secretary of State

Part 2 Exhibit O; C. Contractor's Certificate of Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/07/2015

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

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

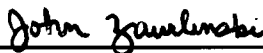
PRODUCER HUB International New England 222 Milliken Blvd Fall River, MA 02722 508 235-2200	CONTACT NAME: Cathi Lawrence	
	PHONE (A/C, No, Ext): 508-235-2207	FAX (A/C, No): 866-569-4091
	E-MAIL ADDRESS: catherine.lawrence@hubinternational.com	
INSURED Revenue Solutions, Inc. 42 Winter Street Suite 36 Pembroke, MA 02359	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Fire Ins Co of Hartfor	
	INSURER B : Continental Casualty Company	
	INSURER C : Continental Insurance Co	
	INSURER D : Westchester Fire Ins Co	
	INSURER E : Hiscox	
	INSURER F : Valley Forge	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			4024725342	07/22/2015	07/22/2016	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						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
								\$
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								\$
F	AUTOMOBILE LIABILITY			4025697136	07/22/2015	07/22/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS		☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
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B	☒ UMBRELLA LIAB			4024725356	07/22/2015	07/22/2016	EACH OCCURRENCE	\$10,000,000
	☐ EXCESS LIAB		☒ OCCUR				AGGREGATE	\$10,000,000
	☐ CLAIMS-MADE							\$
	DED ☒ RETENTION \$10000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4024725373 C WC424647774	07/22/2015 07/22/2015	07/22/2016 07/22/2016	☒ WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional			G27158584001	08/09/2015	08/09/2016	5,000,000	
E	Excess Profe			USUCS268744114	08/09/2015	08/09/2016	5,000,000	

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

CERTIFICATE HOLDER State of New Hampshire Department of Revenue Administration 109 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Part 2 Exhibit O; D. Attachment 1 Requirements

STATE OF NEW HAMPSHIRE
 Department of Revenue Administration
 Modernized e-Filing System
 CONTRACT 2015-080
 ATTACHMENT 1 - VENDOR INSTRUCTIONS

Vendor Instructions	
Criticality: M = Mandatory O = Optional	
Vendor Response Column: "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).	Place a
Delivery Method Column: Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered. Standard - Feature/Function is included in the proposed system and available in the current software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)	
Comments Column: For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.	

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Modernized e-Filing System
CONTRACT 2015-080
ATTACHMENT 1 - BUSINESS REQUIREMENTS

BUSINESS REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
Vendor Requirements				
B1.1	Ability to retrieve state submissions from IRS	M	Yes	Standard
B1.2	Ability to transmit state submission receipt to IRS	M	Yes	Standard
B1.3	Ability to transmit state submission acknowledgement to IRS	M	Yes	Standard
B1.4	Ability to log user access of FTI Data with the communications gateway for audit purpose prior to destruction of FTI data	M	Yes	Standard
B1.5	Ability to remove FTI data from the submission. Logging should be done each time this is performed.	M	Yes	Standard
B1.6	Ability to place attached files, along with any necessary information linking it to the submittal, into a TBD location to be processed by NHDRA. This process should be logged with information on submittals that had attachments and placed in the TBD directory.	M	Yes	Standard
B1.7	Ability to do immediate schema validation of the New Hampshire XML upon receipt of the submission. If schema validation fails, a reject acknowledgement should be immediately sent which specifies that it is a schema validation error. This process should be logged with the ability to see which submittals have passed and failed this	M	Yes	Standard

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Modernized e-Filing System
CONTRACT 2015-080

ATTACHMENT 1 - BUSINESS REQUIREMENTS

B1.8	Ability to do Business Rules validation of the New Hampshire XML if it has passed schema validation. This process should be logged with the ability to see which submittals have passed and failed this validation.	M	Yes	Standard	RSI MeF core product ACH Payment or Knowledge Transfer Related
B1.9	Ability to run up to two XSLT Transformations on the validated State XML. The resulting XML(s) will be placed into easily configurable locations(s). This process should be logged. The following parameters will be available to the XSLT transformations: Submission ID Received Time Stamp Electronic Post Mark Current Date	M	Yes	Standard	This work has already been performed for the NH MeF DP-10 and DP-2210/DP2220 RSI MeF implementation and the plugin is easily duplicated for additional submission types. ACH Payment or Knowledge Transfer Related
B1.10	Ability to recover failed retrievals of submittals	M	Yes	Standard	RSI MeF core product ACH Payment or Knowledge Transfer Related
B1.11	Ability for business users to query MeF submitted documents	M	Yes	Standard	RSI MeF core product ACH Payment or Knowledge Transfer Related
B1.12	Ability for business users to view MeF submitted documents.	M	Yes	Standard	RSI MeF core product ACH Payment or Knowledge Transfer Related
B1.13	Ability to setup email alerts for if an error occurs during the running of the system.	M	Yes	Standard	RSI MeF core product ACH Payment or Knowledge Transfer Related

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B.I.14	System must be able to run as an automated process and allow manual intervention when necessary	M	Yes	Standard	RSI MeF core product ACH Payment or Knowledge Transfer Related
B.I.15	System should have the ability to retry failed XSLT processes based on a scheduled process.	M	Yes	Standard	This work has already been performed for the NH MeF DP-10 and DP-2210/DP2220 RSI MeF implementation and the plugin is easily duplicated for additional submission types. ACH Payment or Knowledge Transfer Related
B.I.16	Ability to create NACHA format file from the NACHA payment data received within the State XML. This file will be placed in an easily configurable location. The process should be logged.	M	Yes	Standard	RSI's MeF solution includes payment processing based on NACHA standards. ACH Payment or Knowledge Transfer Related
B.I.17	Ability to retry failed NACHA creation process based on a scheduled process.	M	Yes	Standard	Typical plugin development is to provide the ability to rerun failed processing as a scheduled recovery plugin. ACH Payment or Knowledge Transfer Related
	Generate, from the payment transactions, an electronic debit file in the standard NACHA format. This file should be generated by a routine that is easily configured such that it can be scheduled to run at a specified time on business days as determined by the Department. This process should only run on business days. Files will not be generated on banking and state holidays.		Yes	Standard	This is typical plugin development for payments that process on a daily schedule for work days and/or banking days. ACH Payment or Knowledge Transfer Related

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B1.18	The application should export the resulting debit (NACHA) file to a location specified in a configuration file that is easily managed by assigned Department personnel. This process should be logged.	M			
B1.19	The application should export the resulting debit (NACHA) file to a location specified in a configuration file that is easily managed by assigned Department personnel. This process should be logged.	M	Yes	Standard	The NHDRA MeF solution will export data to a configurable location similar to how it is performed in the current DP-10 and DP-2210/DP2220 plugin implementation. ACH Payment or Knowledge Transfer Related
B1.20	Ability for users to view all XML data in a form like view	M	Yes	Standard	RSI MeF core product ACH Payment or Knowledge Transfer Related
B1.21	Migration/Conversion of existing MeF Interest & Dividend data	D	Yes	Standard	Migration is not needed as the current NH MeF implementation will not change and data can stay as is.

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DRA to provide all TIGERS approved Schemas and Business Rules for the following forms;		Yes	Standard	<i>This will be standard business rule and image mapping work. We will be able to leverage or reuse common business rules and common documents mappings (e.g., DP160, DP80) across tax categories. DP-10 and DP-2210/DP2220 will only require annual incremental changes for any specific change to the document and will leverage the 2014 year configuration. The RSI MeF Solution has demonstrated its ability to perform these tasks on the NH DP-10 and DP-2210/DP2220.</i>
B1.17	Ability to retry failed NACHA creation process based on a scheduled process.	Yes	Standard	Typical plugin development is to provide the ability to rerun failed processing as a scheduled recovery plugin. ACH Payment or Knowledge Transfer Related
	Generate, from the payment transactions, an electronic debit file in the standard NACHA format. This file should be generated by a routine that is easily configured such that it can be scheduled to run at a specified time on business days as determined by the Department. This process should only run on business days. Files will not be generated on banking and state holidays.	Yes	Standard	This is typical plugin development for payments that process on a daily schedule for work days and/or banking days. ACH Payment or Knowledge Transfer Related

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The application should export the resulting debit (NACHA) file to a location specified in a configuration file that is easily managed by assigned Department personnel. This process should be logged.	M								

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APPLICATION REQUIREMENTS				
State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
GENERAL SPECIFICATIONS				
A1.1	Implement a web services gateway to communicate with the IRS to request and receive returns, payments, and acknowledgements	M	Yes	Standard
				The MeF gateway makes client web service requests to the IRS MeF Web Serve per IRS MeF State and Trading Partners Interface Reference Guide V3.1. ACH Payment or Knowledge Transfer Related
A1.2	Data content is in Extensible Markup Language (XML) files which are zipped together in Zip Archive format to create a single binary payload	M	Yes	Standard
				RSI MeF gateway implemented per MeF State and Trading Partners Interface Reference Guide V3.1. ACH Payment or Knowledge Transfer Related
A1.3	Data exchanged is in the format of SOAP messages and the transport mechanism is HTTPS	M	Yes	Standard
				RSI MeF gateway implemented per MeF State and Trading Partners Interface Reference Guide V3.1. ACH Payment or Knowledge Transfer Related

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A1.4	Must meet requirements set forth in the following publication; http://www.irs.gov/pub/irs-utl/MEF_State_and_Trading_Partners_ICD_2012.pdf	M	Yes	Standard	RSI MeF is tracking to the latest ICD. http://www.irs.gov/file_source/pub/irs-utl/mef-doc-stp_ref_guide.pdf MeF State and Trading Partners Interface Reference Guide V3.1. ACH Payment or Knowledge Transfer Related
APPLICATION SECURITY					
A1.12	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	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies. ACH Payment or Knowledge Transfer Related
	Verify the identity or authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services..	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH

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A1.13						DoIT policies. ACH Payment or Knowledge Transfer Related
A1.14	Enforce unique user names.		M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies. ACH Payment or Knowledge Transfer Related
A1.15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy		M	Yes	Standard	ACH Payment or Knowledge Transfer Related

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A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies. ACH Payment or Knowledge Transfer Related
A1.17	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Passwords for external systems (such as integration with an FTP service) are encrypted within the database. The RSI installation and implementation process provides guidance on properly securing the gateway server and database access. Configuration of the database and file system protection of application data at rest is the responsibility of NH DoIT. ACH Payment or Knowledge Transfer Related

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A1.18	Expire passwords after 90 days	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies. ACH Payment or Knowledge Transfer Related
A1.19	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoIT policies. ACH Payment or Knowledge Transfer Related

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A1.20	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	The RSI MeF solution utilizes the Agency's Active Directory for authentication and role management. This Active Directory system should be configured to follow IRS Publication 1075 Safeguard Guidelines and NH DoT policies. ACH Payment or Knowledge Transfer Related
A1.21	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Per IRS Publication 1075 guidelines. ACH Payment or Knowledge Transfer Related
A1.22	Ensure application has been tested and hardened according to IRS Pub 1075 to prevent critical application security flaws.	M	Yes	Standard	The MeF RSI product is designed and built to IRS Publication 1075 guidelines. ACH Payment or Knowledge Transfer Related
A1.23	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	No credentials or sensitive data is in the RSI MeF product code. ACH Payment or Knowledge Transfer Related
A1.24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	Per IRS Publication 1075 guidelines. ACH Payment or Knowledge Transfer Related

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A1.25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (3 months)	M	Yes	Standard	Audit records are written to MeF database. ACH Payment or Knowledge Transfer Related
A1.26	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	No	Future	This enhancement can be added after start of this project. ACH Payment or Knowledge Transfer Related
A1.27	Do not use Software and System Services for anything other than their designed for use	M	Yes	Standard	The RSI MeF solution is designed solely to perform IRS MeF processing; no unrelated features are provided. ACH Payment or Knowledge Transfer Related

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 ATTACHMENT 1 - HARDWARE REQUIREMENTS

HARDWARE REQUIREMENTS				
State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
Client Systems				
E1.1	At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 9, and 128-bit encryption.	M	Yes	The RSI MeF solution supports Windows 7 and later, and Internet Explorer and later. ACH Payment or Knowledge Transfer Related
E1.2				
E1.3				
E1.4				
E1.5				
E1.6				
E1.7				
E1.8				
E1.9				
E1.10				
SUBHEAD				
E2.1				
E2.2				
E2.3				
E2.4				
E2.5				
E2.6				
E2.7				
E2.8				
E2.9				
E2.10				

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ATTACHMENT 1 - TESTING REQUIREMENTS

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	All interfaces to any components of the RSI MeF and its plugin implementations will be tested for secure configuration and operation. ACH Payment or Knowledge Transfer Related
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	Security testing will be performed at the MeF application boundaries. This will include MeF Viewer, MeF Gateway, and MeF database access roles, configurations, and component interfaces and deployment administration.
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	Tests will review the standard audit records. The test is limited to the MeF application and its interfaces. Does not apply to computer or network. ACH Payment or Knowledge Transfer Related
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	Test will review access controls for RSI MeF roles defined at application boundaries.

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T1.5	Test for encryption; supports the encoding of data for security purposes		Yes	Standard	We will test that IRS MeF WebService connections are being accepted per IRS MeF specification. The test is limited to the MeF application. Does not apply to computer or network.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	Will test access controls for RSI MeF roles defined at application boundaries.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	Will test access controls for RSI MeF roles defined at application boundaries.
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M	Yes	Standard	We test and assure digital signing certificate is properly installed and utilized to correctly sign messages.
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	The test is limited to the MeF application. Does not apply to computer or network.
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	The test is limited to the MeF application. Does not apply to computer or network.
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	ACH Payment or Knowledge Transfer Related Will review audit logs records.
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	The intranet web application will be tested for these types of attacks via the OWASP ZAP attack proxy.
	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information		Yes	Standard	RSI will provide all security testing results to DoIT for review before

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T1.14	Technology for review and acceptance.	M				the system is moved in to production.
STANDARD TESTING						
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in RFP Section G-1.2.	M	Yes	Standard		The RSI solution test approach is in line with the described testing methodology. ACH Payment or Knowledge Transfer Related
T2.2	The Vendor must perform application stress testing and tuning as more fully described in RFP Section G-1.2.	M	Yes	Standard		The RSI solution stress and performance testing approach is in line with the described testing methodology. For GUI stress/performance testing, we use the open source JMeter test tool (http://jmeter.apache.org/).

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.				
H1.1	State access will be via <VPN or Internet Browser>	M			
H1.2	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M			
H1.3	At a minimum, the System should support this client configuration; Internet Explorer 6, and 128 bit encryption.	M			
H1.4	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M			
H1.5	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M			
H1.6	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M			
H1.7	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M			
H1.8	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M			
H1.9	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M			

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H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M			
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M			
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M			
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M			
H1.15	Vendor must monitor the application and all servers.	M			
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M			
H1.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M			
H1.18	Vendor shall monitor System, security, database, and application logs.	M			
H1.19	Vendor shall manage the sharing of data resources.	M			
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M			
H1.21	The Vendor shall monitor physical hardware.	M			
H1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M			
DISASTER RECOVERY					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M			
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M			

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H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M			
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M			
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M			
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M			
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M			
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M			
NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M			
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M			

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H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M			
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M			
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN)	M			
HOSTING SECURITY					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M			
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M			
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M			
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M			
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M			
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M			
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M			

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H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M			
H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.				
H4.11	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA				
H4.12	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.				
H4.13	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M			
SERVICE LEVEL AGREEMENT					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M			

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H5.5	The Vendor response time for support shall conform to the specific deficiency class as described below: - o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. - o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. - o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M			
H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M			
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M			
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M			
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			

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H5.10	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			
H5.11	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M			
H5.12	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			
H5.13	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			
H5.14	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
H5.15	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M			
H5.16	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			
H5.17	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M			

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ATTACHMENT 1 - SUPPORT MAINTENANCE REQUIREMENTS

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	The standard RSI MeF Product support will be provided for the duration of the contract and any extensions thereof. ACH Payment or Knowledge Transfer Related
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	The standard RSI MeF product support is for the RSI MeF product software. This standard support does not include hardware or fixes for State-specific plugin code. ACH Payment or Knowledge Transfer Related
S1.3	Repair or replace the Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	The standard RSI MeF product support is for the RSI MeF product software. This standard support does not include hardware or fixes for State-specific plugin code. ACH Payment or Knowledge Transfer Related

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ATTACHMENT 1 - SUPPORT MAINTENANCE REQUIREMENTS

S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm-Monday thru Friday EST;	M	Yes	Standard	Standard phone support by RSI technical staff is 7:00 am -5:00 pm PST Monday-Friday. Email access is provided 24x7. ACH Payment or Knowledge Transfer Related
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in the Terms and Definitions section of the RFP.	M	Yes	Standard	RSI's response times will conform to the stated response time for the agreed-upon deficiency classes. ACH Payment or Knowledge Transfer Related
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Standard support approach. ACH Payment or Knowledge Transfer Related
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	The standard RSI MeF product support provides all latest updates to clients at no additional costs beyond the annual support fee. ACH Payment or Knowledge Transfer Related

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ATTACHMENT 1 - SUPPORT MAINTENANCE REQUIREMENTS

S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	All MeF product defects that are fixed are listed in the Release Notes of the product release where addressed. State-specific project fixes performed during the project warranty period will be maintained in RSI's internal tracking system (Track+). ACH Payment or Knowledge Transfer Related
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e., work order number, 8) Issue identified by;	M	Yes	Standard	All MeF product defects that are fixed are listed in the Release Notes of the product release where addressed. State-specific project fixes performed during the project warranty period will be maintained in RSI's internal tracking system (Track+). ACH Payment or Knowledge Transfer Related
	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the	M	Yes	Standard	RSI will work with the State to determine root cause of problems

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ATTACHMENT 1 - PROJECT MANAGEMENT REQUIREMENTS

PROJECT MANAGEMENT				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method Comments
PROJECT MANAGEMENT				
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	A project kickoff meeting will be scheduled for the first week of the project. ACH Payment or Knowledge Transfer Related
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Y	RSI staff will be available from the start of the project. ACH Payment or Knowledge Transfer Related
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 weekly	M	Y	The Work Plan includes schedule, tasks, deliverables, critical events, task dependencies and payment Schedule. The project plan will be updated as part of the weekly project status meetings. ACH Payment or Knowledge Transfer Related
P1.4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	The status report will be sent to project sponsors on a weekly basis to ensure that the project timelines are being met. ACH Payment or Knowledge Transfer Related

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ATTACHMENT 1 - PROJECT MANAGEMENT REQUIREMENTS

P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation.	M	Y	Standard	All in-scope documents will be maintained as project documents.
P1.6	Vendor will complete training to adequately provide the State users with sufficient knowledge of the new System to deploy it to good effect and, if necessary, to take over maintenance and operating responsibility.	M	Y	Standard	User training courses will be provided to NHDRA staff who will work with RSI's MeF COTS software. ACH Payment or Knowledge Transfer Related Training classes will be scheduled near the completion of the project lifecycle.

Part 2 Exhibit O; E. Attachment 2 Modernized eFile System License Agreement



ATTACHMENT 2 TO 2015-080

Modernized eFile System License Agreement

This Modernized eFile System License Agreement ("Agreement") is made the same date as the Effective Date of the Contract Agreement (the "Effective Date") by and between REVENUE SOLUTIONS, INC. ("Licensor" or "RSI"), a corporation formed under the laws of the Commonwealth of Massachusetts, with its principal place of business at 42 Winter Street, Pembroke, MA 02359, and the State of New Hampshire Department of Revenue Administration (as further specified below, "Licensee"), with its principal place of business at 109 Pleasant Street, Concord, NH 03302-0457.

WHEREAS, Licensee wishes to obtain a nonexclusive right to use the software product developed by Licensor, and known as the Modernized eFile System or "MEFS";

WHEREAS, Upon payment of acceptance of the MEFS [as specified in this Attachment 2, Exhibit B, attached and incorporated into the Contract between Licensor and Licensee], Licensor grants Licensee a limited use, nonexclusive, nontransferable fully paid, perpetual, royalty free license to permit Licensee to use the Modernized eFile System software for the DP-10 Interest & Dividends tax type and the Corporate tax type;

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Definitions

- a. **Licensed Software.** The term "Licensed Software" means Licensor's proprietary Modernized eFile System computer software programs in object code form and as more fully described in Attachment 2, Exhibit A hereto.
- b. **Licensee.** The term "Licensee" as used herein means the following listed department or agency of the State of New Hampshire and not any other agency, department or political subdivision thereof: Department of Revenue Administration.
- c. **Authorized User(s).** The term "Authorized User(s)" means those of Licensee's employees or approved contractors (whether an employee or

contractor of the Department of Revenue Administration) who are authorized by the terms of this License to use the Licensed Software.

d. Embedded Third Party Code. The term "Embedded Third Party Code" means code included as part of the Licensed Software that was developed by third parties other than Licensor.

e. Local Network System. The term "Local Network System" means multiple, interactive user terminals connected to a single database server, owned, leased, or operated by Licensee that is located at 109 Pleasant Street, Concord, NH 03302.

f. Key Person. The term "Key Person" means a person affiliated with Licensee, designated by Licensee in Section 4 of this Agreement, and authorized by Licensee (i) to receive, retain custody of, and to make one backup copy of the Licensed Software and updates of the Licensed Software; (ii) to coordinate and arrange for the provision of any technical support from Licensor needed in connection with the use of the Licensed Software; and (iii) to receive notice from Licensor concerning bulletins, updates, and supplements to the Licensed Software.

2. Licenses

(a) Production License. In accordance with the terms of this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a nonexclusive, non-sub-licensable, nontransferable perpetual, fully paid license to load and run one copy of the Licensed Server Software listed in Attachment 2 Exhibits A and B in machine readable form on one or more servers (as specified on Attachment 2 Exhibit A) attached to the Local Network System for use only by Authorized Users. The production license granted herein does not extend to use of the Licensed Software in testing, development or training environments.

(b) Testing, Development and Training Licenses. Licensor hereby grants Licensee additional licensed use rights for the Licensed Software in one (1) each of environments for testing, development, and training. For each additional use set forth below for which Licensee has paid license fees (as set forth on Attachment 2 Exhibit B hereto), Licensor hereby grants Licensee additional license rights (as may be applicable) for:

- (i) Development Use: load and run one copy of the Licensed Software on an additional server to be used for development purposes only;
- (ii) Training Use: load and run one copy of the Licensed Software on an additional server to be used for training purposes only; and
- (iii) Testing Use: load and run one copy of the Licensed Software on an additional server to be used for testing purposes only.

3. Ownership of Licensed Software

Licensor warrants and represents that, except for the Embedded Third Party Code, it is the sole owner and copyright holder of the Licensed Software. With respect to the Embedded Third party Code, Licensor warrants and represents that it holds valid licenses to use the same. Licensor warrants and represents that it has the right and authority to grant the rights and licenses to the Licensed Software as set forth herein.

4. Installation, Maintenance and Technical Support

Licensor will install the Licensed Software on the Local Network System. Technical support for and maintenance of the Licensed Software and updates to the Licensed Software are subject to the terms and conditions of the separately executed Licensed Software Maintenance and Support Agreement, a copy of which is attached to this Agreement and included herein by reference. Purchase of the services and payment of the fee for the Licensed Software Maintenance and Support Agreement is optional and is not required for Licensee's continued use of the Licensed Software. All requests for technical support must be made by Licensee's Key Person. For purposes of this Agreement, Licensee designates the following person to be its Key Person: Roger Marchand or his/her designee. Licensee's Key Person can be reached at the following telephone number during regular business hours: (603) 230-5074. Licensee agrees to notify Licensor upon a change in the identity of its Key Person.

5. User Manuals and Documentation

a. Access to Manuals. Licensor acknowledges that the user manual is an integral part of the software that makes up the Licensed Software and is necessary for the proper use and application of the Licensed Software and updates to the Licensed Software. Licensor agrees to provide current user manuals and documentation with the Licensed Software for use by Authorized Users at terminals at which the Licensed Software can be accessed on the Local Network System. User manuals and documentation will be provided either by electronic transmission or on a machine readable medium.

b. Limited Right to Print or Copy Manual or User Documentation. The license granted in Section 2 of this Agreement does not include the right to copy the user manual or documentation for use with the Licensed Software. Provided, however, Licensee is permitted to print or make copies solely for use by Authorized Users and to make notations thereon. Licensee shall also have the right to print or make copies solely for the use of Licensee's employees or approved contractors (whether an employee or contractor of the Licensee) for Licensee's business purposes and such duplication shall be subject to the restrictions on use and disclosure as are contained in this Agreement with respect to the originals. Licensee will advise Authorized Users that any unauthorized

duplication of the manual, documentation, or updates thereto is prohibited by law, and constitutes an infringement of Licensor's copyright.

6. Title to and Rights in Licensed Software

a. **Proprietary Rights.** The Licensed Software and updates of the Licensed Software are proprietary in part to Licensor and in part to the owners of the Embedded Third Party Code, and title to the Licensed Software, and updates thereto, is and shall remain with them. All applicable common law and statutory rights in and to the Licensed Software and updates of the Licensed Software, including, but not limited to, rights in confidential and trade secret material, source code, object code, trademarks, service marks, patents, and copyrights, shall be and will remain the property of Licensor or the owners of the Embedded Third Party Code. Licensee shall have no right, title, or interest in such proprietary rights. Notwithstanding anything contained to the contrary herein, Licensee is granted a sublicense to any such third party software.

b. **Restrictions.** Licensee, and any person acting on Licensee's behalf, are prohibited from distributing, transferring possession of, or otherwise making available the Licensed Software to any person other than the Key Person under the terms of this Agreement and from reproducing and installing the Licensed Software for use on any computers other than the Local Network System servers designated on Attachment 2 Exhibit A of this Agreement, except for reasonable business requirements such as disaster recovery, disaster recovery testing, penetration testing and maintenance which shall be subject to the restrictions on use and disclosure as are contained in this Agreement with respect to the originals. Licensee, and any person acting on Licensee's behalf, are prohibited from reproducing, distributing, or otherwise transferring possession of copies of the Licensed Software, except for reasonable business requirements such as disaster recovery, disaster recovery testing, penetration testing and maintenance which shall be subject to the restrictions on use and disclosure as are contained in this Agreement with respect to the originals. Licensee, any person acting on Licensee's behalf, and the Key Person: (i) are prohibited from reverse engineering, reverse translating, decompiling or making any modifications, adaptations, enhancements, changes, or derivative works of the Licensed Software (including without limitation the database schemas); (ii) are prohibited from disclosing to or allowing access to, the database design incorporated in the Licensed Software, by third parties, except as provided herein; and (iii) shall advise all Authorized Users of all prohibitions and restrictions set forth in this Agreement. However, anything to the contrary herein notwithstanding, Licensee shall be permitted, at its expense, to add additional rules to the Licensed Software with Licensor's prior written authorization. Licensee may not permit outside contractors or agents to use or access the Licensed Software without Licensor's prior written authorization, except for contractors working on systems operations (but not those involved in application maintenance or systems analysis).

Use of or access to the Licensed Software is limited to Licensee for Licensee's own internal purposes. Without limiting the generality of the foregoing, Licensee shall not: (i) use, access or grant access to the Licensed Software on behalf of third parties, including without limitation any other governmental agency, department or political subdivision; or (ii) use, access or grant access to the Embedded Third Party Code for any purpose other than use of the Licensed Software.

c. Archival Copy. The Key Person may make one (1) archival copy of the Licensed Software solely for use as a backup on the Local Network System for which the Licensed Software is licensed. Violation of any provision in this subsection shall result in the immediate termination of this Agreement.

7. Confidentiality

Licensor represents and Licensee hereby acknowledges that the object code constituting the Licensed Software and updates of the Licensed Software which is embodied on magnetic storage media constitute confidential and trade secret material (collectively hereinafter "Confidential Information") which is not readily susceptible to reverse compilation or reverse assembly. Licensee and the Key Person shall not attempt to decompile or disassemble the object code of the Licensed Software or updates thereof. Licensee further agrees that it will use its best efforts to prevent de-compilation and disassembly of the object code of the Licensed Software and updates thereof by any person or entity by securing and protecting each copy of the Licensed Software or update in a manner consistent with the maintenance of Licensee's rights and by taking appropriate action by instruction or agreement. The user manual, documentation, and all updates thereto shall also constitute Confidential Information. Further, the source code for the Licensed Software, and updates thereto, that may be held by Licensee from time to time shall constitute Confidential Information hereunder. Licensee shall not permit third parties to access Confidential Information except as provided herein. Violation of any provision in this Section shall be the basis for the immediate termination of this Agreement. TERMINATION SHALL NOT RELIEVE LICENSEE AND AUTHORIZED USERS OF THEIR OBLIGATIONS REGARDING THE CONFIDENTIALITY OF THE LICENSED SOFTWARE AND UPDATES

8. Warranty

a. Scope of Warranty. Licensor warrants to Licensee that for a period of ninety (90) consecutive days from the date of State Acceptance of the Licensed Software on Licensee's environment, when used with a recommended hardware configuration, the Licensed Software will perform substantially in accordance with the specifications and documentation supplied with the Licensed Software.

b. Disclaimer of Any Other Warranties. THE LIMITED WARRANTY REFERRED TO IN SUBSECTION 8(a) IS IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

c. Modification or Additional Warranties. Only an authorized officer of Licensor may make modifications to this warranty or additional warranties binding on Licensor, and such modifications or additional warranties must be in writing. Accordingly, additional statements such as those made in advertising or presentations, whether oral or written, do not constitute warranties by Licensor and should not be relied upon as such.

9. Limitation of Remedies

a. *Limitation of Liabilities.* The parties agree that neither party shall be liable to the other party for any consequential, indirect, or special damages of any kind or nature and that the aggregate liability of either party to the other under this Agreement or otherwise, whether in contract, or other legal theory, shall in no event exceed the amounts specified in the Contract General Provisions, Section 12.

b. *Access to Data.* Licensor shall not be responsible for or incur any liability as a result of Licensee's having allowed access to data stored within the Licensed Software by, disclosure of such data to, or sharing of such data with, anyone other than Licensee and its Authorized Users. Licensee agrees to hold Licensor harmless from any claims resulting from or arising out of such access, disclosure or sharing of data, whether under applicable privacy laws or otherwise. Licensee acknowledges that it will be responsible for the overall security of the network environment in which the Licensed Software is operating.

10. Relationship of the Parties

For purposes of this Agreement, neither party is an agent of the other party and neither party has express or implied authority to act on behalf of or make any representations whatsoever on behalf of the other party.

11. Delivery

Upon execution of this Agreement and receipt of the License Fee set forth herein, Licensor shall deliver to Licensee's Key Person one copy of the Licensed Software and the current user manual and documentation, by electronic transmission on a machine readable medium of Licensor's choosing.

12. License Fee and Payment

Licensee shall pay to Licensor a License Fee calculated in accordance with the Fee Schedule set forth in Attachment 2 Exhibit B hereto.

13. Taxes

If applicable, Licensee shall, in addition to the other amounts payable under this Agreement, pay any local, state, and federal taxes (but excluding taxes imposed on Licensor's income) levied or imposed by reason of the transactions contemplated in this Agreement. Licensee shall promptly pay to Licensor an amount equal to any such tax(es) actually paid or required to be collected or paid by Licensor.

14. Supplements

From time to time, Licensor may make available computer programs, new modules and customizations which are compatible with the Licensed Software and which supplement the Licensed Software and which are reasonably designated by Licensor as new products or new version releases thereof ("Supplements"). SUPPLEMENTS ARE NOT LICENSED UNDER THE TERMS OF THIS AGREEMENT.

15. Default and Termination

a. Procedure. Except as set forth in Subsection 15.b below, in the event either party defaults in any obligation in this Agreement, the other party shall give written notice of such default, and, if the party in default has not cured the default within thirty (30) days of the notice, the other party shall have the right to terminate this Agreement.

b. Immediate Termination. Upon the occurrence of any act which under Subsections 5.b, 6.b, or Section 7 of this Agreement gives rise to Licensor's right to terminate this Agreement immediately, Licensor shall have the right, at any time, to terminate the license granted in this Agreement without demand upon written notice.

c. Effect of Termination. Upon termination of this Agreement due to Licensee's failure to pay fees owed to Licensor or Licensee's breach of Sections 2, 5, 6 or 7 of this Agreement, the license granted under this Agreement to use the Licensed Software is immediately revoked and within five (5) days after such a termination of this Agreement, Licensee shall return to Licensor all copies of the Licensed Software updates and user manuals in Licensee's possession. In the alternative, upon request of Licensor, Licensee shall destroy all such copies of the Licensed Software updates and user manuals and certify in writing that

they have been destroyed. TERMINATION SHALL NOT RELIEVE LICENSEE AND AUTHORIZED USERS OF THEIR OBLIGATIONS REGARDING THE CONFIDENTIALITY OF THE LICENSED SOFTWARE AND UPDATES.

d. Payments Not Excused. Without limiting any of the provisions contained in Subsections a, b, and c of this Section, in the event of termination as a result of Licensee's failure to comply with any of its obligations under this Agreement, Licensee shall continue to be obligated for any payments due as of the date of termination. Termination of the license shall be in addition to and not in lieu of any equitable remedies available to Licensors.

16. Indemnity

Licensors, at its own expense, will defend any action brought against Licensee to the extent that it is based on a claim that the Licensed Software or any update of the Licensed Software used within the scope of this Agreement infringes any patent, copyright, license, trade secret, or other proprietary right ("Infringement Claims"), provided that Licensors is immediately notified in writing of such a claim. Licensors shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall Licensee settle any such claim, lawsuit, or proceeding without Licensors's prior written approval. Licensors shall have no liability for any claim under this Section if a claim for patent, copyright, license, or trade secret infringement is based on the use of a superseded or altered version of the Licensed Software if such infringement would have been avoided by use of the latest unaltered version of the Licensed Software available as an update. Licensee, at its own expense, will defend any action brought against Licensors based on or arising out of Licensee's use of the Licensed Software, except for Infringement Claims.

17. RESERVED

18. General

a. Complete Agreement; Amendment. Each party acknowledges that it has read this Agreement and any exhibits, understands them, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.



b. Notice. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by overnight courier, when received by facsimile or electronic mail, or three (3) days after mailing if mailed by first class mail, registered or certified, postage prepaid, and addressed as follows:

To Licensor:

Revenue Solutions, Inc.
42 Winter Street
Pembroke, MA 02359
Attn: Mr. Chris Barlow
Fax: 781-826-1324
E-mail: CBarlow@RSImail.com

To Licensee:

Roger Marchand
Project Manager
109 Pleasant Street
PO Box 457
Concord, NH 03302-0457
(Tel.) (603) 230-5074
Roger.Marchand@DRA.NH.gov

c. RESERVED

d. Publicity; Advertising. Licensee understands and acknowledges that Licensor intends to include Licensee's name in a list of Licensees using Licensor's software which list may be used in business proposals as a corporate reference or corporate qualification. Prior to referencing the work performed or using the Licensee's name in advertisements and news releases the Licensor shall request written or verbal permission from the Licensee, which consent shall not unreasonably be withheld.

e. Governing Laws. This Agreement and performance under this Agreement shall be governed by the substantive laws of the New Hampshire without regard to its choice of law provisions.

f. Limitations Period. No action, regardless of form, arising out of this Agreement may be brought by Licensee more than three year after the cause of action has arisen.

g. Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

h. Assignment. Licensee may not assign or sublicense, without the prior written consent of Licensor, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.

i. Cessation of Business. Should Licensor cease doing business for reasons other than the acquisition of the business or software by a third party, the license granted in Section 2 of this Agreement shall terminate immediately.

j. Waiver. The waiver or failure of Licensor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. The waiver or failure of Licensee to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

k. Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

l. Survival. Sections 6, 7, 8, 9, 15, 16, 17 and 18 shall survive the expiration or any termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date first specified above.

AGREED:

REVENUE SOLUTIONS, INC.

A handwritten signature in black ink, reading "Christopher L. Barlow", is written over a horizontal line.

Signature

Christopher L. Barlow, CFO

Name

CFO

Title

LICENSEE:

A handwritten signature in black ink, reading "Kathryn E. Skantens", is written over a horizontal line.

Signature

A handwritten name in black ink, reading "Kathryn E. Skantens", is written over a horizontal line.

Name

A handwritten title in black ink, reading "Asst. Commissioner", is written over a horizontal line.

Title

EXHIBIT A
LICENSED SOFTWARE
Modernized eFile System Specifications

The Modernized eFile System is comprised of the following two (2) modules:

Modernized eFile System: Communications Gateway Module - Includes server software necessary to communicate between the IRS Modernized eFile Platform and the state's tax system. This module communicates using web services and includes technology to send and receive requests, fulfill requests, and confirm requests. Further, this module administrates system security, security auditing, user authentication, and load balancing.

Includes server software necessary to confirm the successful reception of return data from the IRS Modernized eFile Platform. This module confirms all XML data against a state's defined schemas. A successful receipt is transmitted using common SOAP technology. Includes server software necessary to translate IRS tax return data for processing into the state's tax system.

Also includes the following embedded 3rd party software components:

- Log4Net/Log4J
- Spring.net/Spring
- Quartz.net Scheduler/Quartz Scheduler
- DotNetZip
- SmartThreadPool

Modernized eFile System: Viewer Module - Includes server software to support the viewing and searching of MeF tax return data in PDF format. This module enables access to all data exchanged in the IRS Modernized eFile Platform including returns, schedules, and attachments. Also includes the following embedded 3rd party software components:

- Active PDF
- Log4Net
- Spring.net

PERMITTED SERVERS

In the event that the Local Network System operates as a distributed network system, and comprises multiple servers (physical or virtual), Licensee may load and run modules contained in a single copy of the Licensed Software on a single database server, a single batch server and one or more application servers operating as part of the Local Network System.

EXHIBIT B
LICENSE FEE SCHEDULE

1. LICENSE (Production/Development/Testing/Training)

Component	Quantity	Unit Price	Extended Price
Modernized eFile System – DP-10 Interest & Dividends Tax Type	1	\$75,000 (Already Paid)	\$75,000 (Already Paid)
Modernized eFile System – Corporate Tax	1	\$75,000	\$75,000
Modernized eFile System – Partnership Tax		\$	\$
Total License Fee			\$150,000

Part 2 Exhibit O; F. Attachment 3 Modernized eFile System License Software Maintenance and Support Agreement



ATTACHMENT 3 TO 2015-080
Modernized eFile System
Licensed Software Maintenance and Support
Agreement

This Licensed Software Maintenance and Support Agreement (the "Agreement") is made and entered into the same date as the Effective Date of the Contract Agreement (the "Effective Date") by and between REVENUE SOLUTIONS, INC. ("Licensor" or "RSI"), a corporation formed under the laws of the Commonwealth of Massachusetts, with its principal place of business at 42 Winter Street, Pembroke, MA 02359, and the State of New Hampshire Department of Revenue Administration ("Licensee"), with its principal place of business at 109 Pleasant Street, Concord, NH 03302-0457. In the consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, Licensor and Licensee hereby agree as follows:

1. Scope of Agreement

During the term of this Agreement, as set forth in Section 2, Licensor agrees to provide Licensee standard maintenance and support services, as set forth in Section 3, for the Licensed Software. All terms used herein shall have the meaning set forth in the Modernized eFile System License Agreement.

2. Term

This Agreement shall take effect immediately upon the installation of the Licensed Software, and shall remain in effect for the Initial Term as defined in Schedule 1 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "Term"). Provided, however, that a party may elect not to renew this Agreement at the end of any Term by giving written notice to the other party of its intention not to renew at least sixty (60) days prior to the end of the Term.

3. Standard Maintenance Services

a. *Scope of Services.* During the term of this Agreement, Licensor will provide Licensee the following Standard Maintenance Services for the Licensed Software:

- i. Corrections of substantial defects in the Licensed Software so that the Licensed Software will operate as described in the user manuals provided to Licensee with the Licensed Software.
- ii. Periodic updates and enhancements of the Licensed Software that may incorporate (A) Enhancements and (B) corrections of Defects.

- iii. Periodic updates to the user manual.
- iv. Provide a list of all User Group numbers, "hotline," user bulletins, or other means of preventive or corrective maintenance of system, and any customer services available to provide assistance in problem resolution or obtaining optimal usage of the system.
- v. Live toll free telephone support (available at 888-826-1324) between the hours of 7:00 A.M. and 5:00 P.M., Pacific Standard Time, Monday through Friday, excluding federal holidays, and e-mail support (available at MeFSupport@RSImail.com) to assist Licensee in using the Licensed Software. Licensor will acknowledge a reported problem with the Licensed Software. Phone and e-mail support requests may be submitted at any time. Support requests submitted within the hours stated above will be acknowledged within one hour. Support requests submitted from January 1-April 30 will be acknowledged within four hours if the request is submitted outside the hours stated above. During the remaining portion of the year, support requests submitted outside the hours stated above, will be acknowledged by 8:00 A.M. Pacific Time Zone, the next business day. Acknowledgement of support requests involves either a phone or e-mail response to the requestor by the Licensor. In consultation with the Licensee, Licensor will assign a priority to new issues according to the definitions in the Table below.

Priority	Definition	Action
P1	Production operations are down as a result of Licensed Software failing to function as specified in the product documentation. It has also been determined that no workarounds exist to remedy the situation.	Top priority will be given to the issue and all necessary resources will be immediately assigned. If applicable, an e-patch will be released as soon as the issue has been resolved.
P2	Significant product functionality is not working as defined in the product documentation. However, the product is still running and the majority of the functionality is operable.	High priority will be given to the issue and all necessary resources will be assigned to the issue. If applicable, an e-patch will be released as soon as the issue has been resolved.
P3	Minor product functionality is not working as defined in the product documentation.	Lower priority is given to the issue and the appropriate resources will be assigned to the issue. If applicable, the

Priority	Definition	Action
		resolution will be included in a future release.

If a workaround agreed to by the Licensor and Licensee can be applied, then the priority may be downgraded to the next level.

- vi. When a P1 issue occurs, Licensor will use reasonable efforts to resolve the issue and bring the system back to a functioning state within 24 hours. Licensor expects the Licensee to give unrestricted access to the system as well as provide the appropriate staff to assist in the resolution. If the appropriate resources are not provided by Licensee in order to work a P1 or P2 issue, then the issue may be degraded to a P3.
- vii. Licensee will provide a designated person onsite to provide all coordination. This person must be trained on the product and understand its specific environment(s).
- viii. Licensee will perform first level triage and be able to provide Licensor application logs along with any error messages in order to diagnose the issue.

b. *Services Not Included.* Standard Maintenance Services covered by this Agreement do not include:

- i. Components that are not covered by Licensee's Modernized eFile License Agreement or that are offered, at Licensor's sole discretion, to Licensees upon payment of an additional license fee.
- ii. Custom programming services.
- iii. On-site support.
- iv. Training.
- v. Hardware and related supplies.
- vi. Support for customer specific modifications or extensions.
- vii. Release upgrade implementation services.
- viii. Releases or upgrades that may be required to ensure compatibility in the event that the IRS replaces or materially revises its Modernized eFile Platform.

c. *Definitions.*

- i. "Defect" – an error or flaw in the Licensed Software that causes it to operate in a manner inconsistent with its specifications and documentation.
- ii. "Enhancement" – an enhancement adds functionality to the Licensed Software.

4. Supplements

From time to time, Licensors at its sole discretion, may make available to Licensee Supplements to the Licensed Software, which are reasonably designated by Licensors as new products or new version releases thereof, that Licensee may license from Licensors upon payment of the license fee established by Licensors.

5. Maintenance Fee

The maintenance fees during the Initial Term are as set forth on Schedule 1 herein. For each successive Term, the maintenance fees shall be twenty percent (20%) of the then current list price calculated for each component, quantity thereof, and licensed use of the Licensed Software. Licensors shall provide Licensee notice of any increases in the maintenance fees at least ninety (90) days prior to the start of each successive Term. All maintenance fees shall be due and payable in full prior to the commencement of a Term.

6. Obligations of Licensee

- a. *Licensee Contact.* Licensee shall notify Licensors of Licensee's designated Key Person. Licensee's communications with Licensors will be through the Key Person.
- b. *Installation.* Licensee agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Licensed Software in accordance with the instructions and in order of receipt from Licensors. Licensee understands and acknowledges that Licensors is not obligated to provide maintenance or support for the Licensed Software if Licensee is operating a version of the Licensed Software that is not updated to within two releases of the most currently available release of the Licensed Software.
- c. *Facility and Personnel Access.* Licensee agrees to grant Licensors access to Licensee's facilities and personnel concerned with the operation of the Licensed Software to enable Licensors to provide services. Any preventive or corrective maintenance which requires that the Communications Front-end System, Translation, or the Storage and retrieval System be taken out of service will be scheduled at a time mutually agreeable to the Licensors and Licensee.
- d. *Error Documentation.* Upon detection of any error in the Licensed Software, Licensee, as requested by Licensors, agrees to provide Licensors a listing of output and any other data, including databases and backup systems that Licensors reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

7. Termination

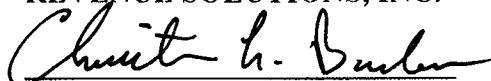
a. *Event of Termination.* Licensor shall have the right to terminate this Agreement and all services provided pursuant to this Agreement upon termination of the Modernized eFile System License Agreement by either party for any reason. Licensor or Licensee shall have the right to terminate this Agreement upon an event of default by the other party under the Modernized eFile Agreement. Either party may terminate this Agreement for convenience, provided such notice for termination is provided in writing to the other party at least ninety (90) days in advance of the planned termination date. Upon any reason for termination, no maintenance fees, or pro-rated portion thereof, paid to the Licensor by the Licensee shall be refunded.

8. Incorporation of License Terms

This Agreement shall be subject to the terms and conditions of the Modernized eFile System License Agreement between the parties hereto.

AGREED:

REVENUE SOLUTIONS, INC.



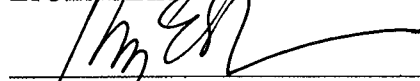
Signature

Christopher L. Barlow, CFO

Name

Title

LICENSEE:



Signature

Kathryn E. Skouteris

Name

Asst. Commissioner

Title

Schedule 1

INITIAL TERM MAINTENANCE FEE SCHEDULE

1. Maintenance (Production/Test/Development/Training Environments)

Term	MeF Components Covered	Term Price
Term 1 - From the date of installation of the Licensed Software, and continuing for 12 consecutive months thereafter	DP-10 Interest & Dividends Tax Type	\$15,000 (Already Paid)
Commencing on the day after the end of the Term 1 and continuing for 12 consecutive months thereafter	DP-10 Interest & Dividends Tax Type	\$15,000
Term 1 - From the date of installation of the Licensed Software, and continuing for 12 consecutive months thereafter	Corporate Tax Type	\$15,000
Commencing on the day after the end of the Term 1 and continuing for 12 consecutive months thereafter	Corporate Tax Type	\$15,000