

5D



New Hampshire Fish and Game Department

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

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

May 9, 2017

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

Requested Action

The New Hampshire Fish and Game Department requests to place this item on the Consent Calendar.

Authorize the New Hampshire Fish and Game Department (NHFG) to amend an existing **Sole Source** contract with Sovereign Sportsman Solutions LLC (S3) Smyrna, Tennessee, VC 230940, to develop and implement an online sales system, approved by Governor and Council July 24, 2013 Item #40, by extending the end date from June 30, 2017 to June 30, 2019, from date of Governor and Council approval through June 30, 2019. This is a no-cost extension.

Explanation

NHFG has been selling Hunting and Fishing Licenses on-line since February 2002. The original contract with S3, incorporated retail license agents with online sales capabilities. In addition to on-line license sales, S3 also developed NHFG's current Off Highway Recreational Vehicle (OHRV) registration system under an amendment to the Hunting and Fishing Licensing contract. NHFG's sales of both Hunting and Fishing licenses and OHRV registrations are processed on-line either through a licensing/registration retail agent, or in the case of Hunting and Fishing Licenses, directly by the purchaser via the public internet sales site.

The original contract approved by Governor and Council March 16, 2011, Item #16, had an end date of June 30, 2015. Utilizing language in paragraph 1.3 of the original contract, NHFG extended the end date to June 30, 2017 without seeking Governor and Council approval.

NHFG entered into a second contract with S3, approved by Governor and Council May 4, 2016, Item #52, to develop and implement an online Registration and Event Manager Software system for NHFG's Education and Outreach programs. This contract is set to expire June 30, 2019.

NHFG is requesting to extend the original contract for the development and management of the online Hunting and Fishing License/OHRV Registration sales system, to coincide with the expiration of the Event Registration System contract. This request will enable both contracts to have an end date of June 30, 2019. It is critical that the contract extension be granted to allow NHFG time to develop a comprehensive RFP that encompasses both the development and management of the Hunting and Fishing Licensing/OHRV system and Event Registration System into a single platform utilizing a common core code base.

The systems developed by the current contractor have been developed using the same code base and platform. Having a single platform to manage NHFG constituents' database is of great benefit to NHFG in efficiencies and understanding trends of its constituency. NHFG also believes cost savings to the state would be recognized by issuing a single comprehensive RFP as opposed to issuing multiple RFPs that would ultimately increase costs for developing separate systems and by requiring integration of multiple independent systems.

The Office of Information Technology approved the original contracts as DoIT No. 2011-047A and DoIT No. 2016-012.

The Office of Information Technology has approved this contract amendment as DoIT No. 2011-047B.

Respectfully Submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division



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

Denis Goulet
Commissioner

April 27, 2017

Glenn Normandeau, Executive Director
New Hampshire Fish and Game
State of New Hampshire
11 Hazen Drive
Concord, NH 03301

Dear Executive Director Normandeau:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a **sole source** contract with Sovereign Sportsman Solution (S3) of Smyrna, TN, as described below and referenced as DOIT No. 2011-047B.

This is a request to amend a **sole source** contract with S3 to continue to customize, host and provide online sales system. The Internet License Sales System allows individuals to purchase hunting and fishing licenses over the Internet through a web application hosted by S3. Data shall be compiled into a text file and posted to a secure ftp site provided by S3 on a daily basis. Fish and Game's SQL server will run a job daily to process the file into the Department's licensing database.

This is a no cost modification to the contract and will be effective upon Governor and Council approval through June 30, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/kaf
DoIT #2011-047B

cc: Kathy Ann LaBonte, Chief

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 27th day of April 2017, by and between the State of New Hampshire acting by and through its New Hampshire Fish and Game Department (hereinafter referred to as the "State"), and Sovereign Sportsman Solutions, LLC (S3) Smyrna, Tennessee VC 230940 (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, July 10, 2013 approved by the Governor and Council on July 24, 2013 Item #40, and extended via a *Notification of Term Extension* signed and dated April 7, 2015, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

(A) The completion date shall be extended from June 30, 2017 to June 30, 2019.

2.) Effective Date of Amendment

This Amendment shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

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

THE STATE OF NEW HAMPSHIRE

Fish and Game Department of New Hampshire

BY: 
Glenn Normandeau, Executive Director

DATE: 5/10/2017

Name of Contractor and Authorized Signor

Sovereign Sportsman Solutions, LLC
(Name of Contractor)

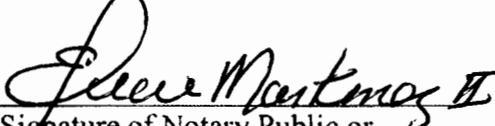
BY: 
TITLE: 53 CEO

DATE: 5/4/17

Acknowledgment: State of TN, County of DAVIDSON

On 5/4/17, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.

IN WITNESS THEREOF, I hereunto set my hand and official seal.


Signature of Notary Public or
Justice of the Peace

EFRAIN MARTINEZ
Name/Title of Notary Public or
Justice of the Peace



APPROVED BY THE ATTORNEY GENERAL (Form, Substance and Execution)

BY: 
Attorney General's Office

DATE: 5/12/17

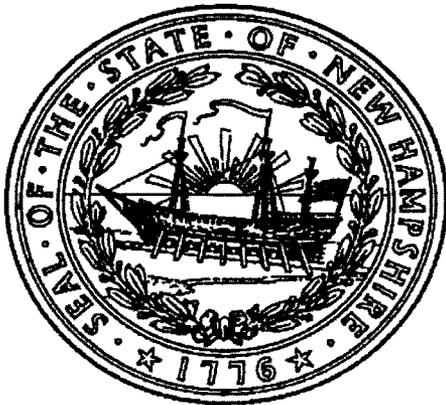
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOVEREIGN SPORTSMAN SOLUTIONS, LLC is a Wyoming Limited Liability Company registered to transact business in New Hampshire on March 01, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 687841



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

Sovereign Sportsman Solutions, LLC

120 31st Ave.
Nashville, TN 37203

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

I, Eric Richey, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

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

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

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

Eric Richey
(Contract Signatory - Signature)

May 5, 2017
(Date)

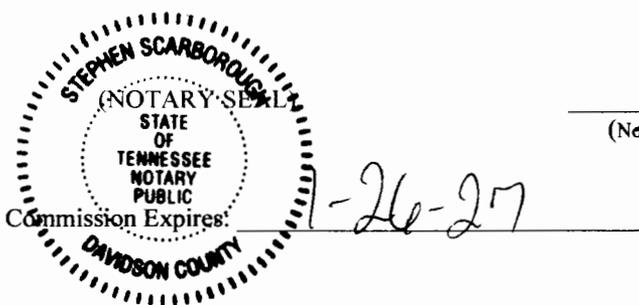
STATE OF Tennessee

COUNTY OF Davidson

On this the 5th day of May 20 17, before me Stephen Scarborough
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

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

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



Stephen Scarborough
(Notary Public / Justice of the Peace - Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2017

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 BOLT Insurance Agency 10 Waterside Drive Suite 202 Farmington CT 06032	CONTACT NAME: Lisa Doyle-Bell	
	PHONE (A/C, No, Ext): (800) 216-4171	FAX (A/C, No): (860) 777-2621
E-MAIL ADDRESS: support@boltinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Hartford		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL172206235 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		72SEMAP7337	6/5/2017	6/5/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Policy Fee \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		72SEMAP7337	6/5/2017	6/5/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER The New Hampshire Department of Fish and Game 11 Hazen Dr 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 Sally Garcia/SGARC <i>Sally Garcia</i>
--	---



New Hampshire Fish and Game Department

Governor & Council Approved
Date: 7-24-13
Item #: 40

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

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

July 10, 2013

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

Requested Action

- 1) Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a Sole Source Assignment and Novation Agreement with Sovereign Sportsman Solutions (S3) (VC 230940) Franklin Tennessee, to provide an on-line licensing sales system by assigning all of its rights, title, interests and obligations under the existing contract with Axiom Corporation, from the date of Governor and Council approval through June 15, 2015. The existing contract with Axiom Corporation was approved by Governor and Council March 16, 2011 # 63. There is no increase in contract cost with this Assignment and Novation Agreement with Sovereign Sportsman Solutions (S3).
- 2) Further authorize, the New Hampshire Fish and Game Department (NHFG) to amend an existing contract with Axiom Corporation approved by Governor and Council March 16, 2011 #63, by transferring contract responsibilities through an Assignment and Novation Agreement and changing the scope of services to include an on-line licensing sales system from date of Governor and Council approval through June 15, 2015. This amended contract with Axiom Corporation is a no-cost extension.

Explanation

NHFG currently has a contract for hosting and maintenance of an Internet based licensing site with Axiom Corporation approved by Governor and Council March 16, 2011 #63. This request will transfer responsibilities of the current contract in place to Sovereign Sportsman Solutions (S3) and increase the Scope of Services to include providing Internet based sales through our current traditional license agents.

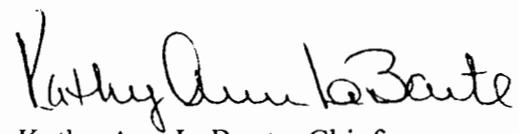
NHFG has been selling hunting and fishing licenses on-line since February 2002. In addition to on-line sales, NHFG has approximately 250 traditional license agents who sell paper licenses on behalf of NHFG through their retail establishments. S3 will be expanding our current on-line sales process utilized by license buyers using their own home computers, by incorporating these retail license agents into the online sales capabilities. Agents will utilize their own computers, printers and paper to access the online license site and print licenses for customers. This is at no cost to NHFG.

New Hampshire is the only state in New England which does not have an electronic license system for traditional agents. This move towards using technology more effectively will allow NHFG to receive more timely data regarding the sales of licenses than our current system of manual data entry.

Sole Source is requested for the Assignment and Novation due to S3 and Axiom Corporation having put forth a collaborative effort in the development of this on-line system to be implemented. All of the up-front process work had been completed which would have made it cost prohibitive to have bid out.

Respectfully Submitted,


Glenn Normandeau,
Executive Director


Kathy Ann LaBonte, Chief
Business Division

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

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

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

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



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

Governor & Council Approved
Date: 3/16/11
Item #: 63

PG 6000563

B.D.

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

February 17, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Axiom Corporation dba Axiom of Virginia (AC) (VC# 219546), Atlanta, Georgia, in the amount of \$50,000.00 for the purpose of providing development, maintenance and hosting of an Internet based Department licensing and migratory bird Harvest Information Program (HIP) website from date of Governor and Council approval through June 30, 2015. 100% Fish and Game Funds.

Funding is available for these services and will be expended as follows, contingent upon the availability and continued appropriations for State Fiscal Years 2012, 2013, 2014 and 2015 with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

03 75 75 750520 – Administrative Support - Licensing

FY 2012* FY 2013* FY 2014* FY 2015*

20-07500-21180000-102-500731 Contracts for Prog. Serv. \$12,500 \$12,500 \$12,500 \$12,500

*Pending Budget Approval

EXPLANATION

NHFG has been selling hunting and fishing licenses on-line since February 2002. The program has been a great success. Due to widespread constituent acceptance on on-line license sales, it is imperative that NHFG does not lose the capability to sell licenses through this medium. Failure to provide this service would almost certainly result in a loss of revenue due to the fact that purchasing licenses on-line can be done anytime, anywhere, by anyone.

The current contract for on-line licensing expires June 30, 2011. Request for this contract approval at the time of Governor and Council approval will allow AC to begin software development prior to the implementation date of July 1, 2011. No funds will be expended until fiscal year 2012.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

Conserving New Hampshire's wildlife and their habitats since 1865.

**STATE OF NEW HAMPSHIRE FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM 2011-047 CONTRACT AGREEMENT- PART 1**

Subject: On-Line Licensing Sales System

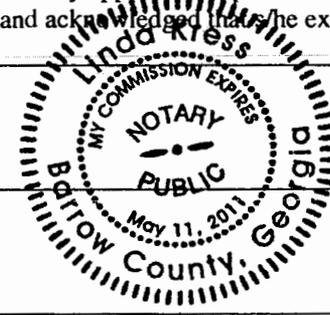
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Axiom Corporation dba in New Hampshire Axiom of Virginia		1.4 Contractor Address 241 Peachtree Street # 400 Atlanta, GA 30303	
1.5 Contractor Phone Number 404 995-8880	1.6 Account Number 20-21180000-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$50,000.00 Total
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603 271-3511	
1.11 Contractor Signature <i>Roger A. House</i>		1.12 Name and Title of Contractor Signatory Roger A. House President + CEO	
1.13 Acknowledgement: State of <i>Georgia</i> , County of <i>Fulton</i> On <i>2/17/11</i> , 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 he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Linda Kress</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Linda Kress</i> <i>Notary Public</i> <i>State of Georgia</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> <i>Kran</i> <i>Mulheath</i> On: <i>2-24-11</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

223 57134

S. William Rogers
Acting Commissioner

February 15, 2011

Glen Normandeau
Executive Director
NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301

Dear Director Normandeau:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Axiom Corporation of Atlanta GA, dba Axiom of Virginia (Axiom) as described below and referenced as OIT No. 2011-047.

This is a request to approve a contract with Axiom to customize, host and provide on line internet fishing and hunting license sales services to the public. The Internet License Sales System shall allow individuals to purchase hunting and fishing licenses over the Internet through a web application developed and hosted by Axiom. Data shall be compiled into a text file and posted to a secure ftp site provided by Axiom on a daily basis. Fish and Game's SQL server will run a job daily to process the file into the Department's licensing database. This contract shall be effective upon Governor and Council approval through June 30, 2015. The total not to exceed price of this contract from budgeted funds is \$50,000, the remainder of funding shall come from a combination of transaction fees and license agent fees for Internet Sales.

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

Sincerely,

S. William Rogers

SWR/dcp
RID #11042

cc: Marie Ott, IT Manager – Fish & Game, DoIT
David Perry, IT Manager – BFA/Contracts, DoIT

STATE OF NEW HAMPSHIRE
 FISH AND GAME DEPARTMENT
 FISH AND GAME LICENSING SYSTEM
 CONTRACT 2011-047-PART 3
 EXHIBIT A
 CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Axiom shall provide the State with a commercial-off-the-shelf database driven licensing application, and associated Services to adapt it to the State of New Hampshire's needs, host and maintain the System for the purpose of allowing users to purchase hunting and fishing licenses and to pay appropriate fees using a credit card which will meet and perform in accordance with the Specifications and Deliverables and are in accordance with the time frames in the Work Plan.

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table A-1 Deliverables Vendor Response Checklist

Conduct Project Kickoff Meeting	Within 1 week of award
Status Meetings	Weekly beginning one week after Kickoff Meeting
Project Work Plan	10 business days after Kickoff Meeting
Security Plan	April 22, 2011
Test Plan	April 22, 2011
Configuration Phase	Configuration phase will be completed on or before the beginning of User Acceptance currently estimated to be May 16, 2011.
Implementation of Internet Licensing System	June 20, 2011
Implementation of HIP Site	June 20, 2011
Implementation of Secure FTP Site	June 20, 2011
Conduct Internet Licensing System Testing	April 22, 2011
Conduct HIP Survey Testing	April 25, 2011

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM
FG-RFP 2011-047
CONTRACT AGREEMENT-PART 2**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
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
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
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.
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 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,

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STATE OF NEW HAMPSHIRE
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	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>)
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.
Conversion Test	
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by 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	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>

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 FISH AND GAME DEPARTMENT
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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 encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved

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**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
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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.
Conversion Test	
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by 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	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>

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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 encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved

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Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 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
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

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	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
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, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Fish and Game 11 Hazen Drive Concord NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the

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	Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	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
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 June 30, 2015
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network

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	accounts within an organization
Vendor/Contractor	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
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which 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.
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. However, the State requires an unpaid lunch break of <i>at least</i> 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.

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**STATE OF NEW HAMPSHIRE
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This Contract is by and between the State of New Hampshire, acting through the Department of Fish and Game ("State"), and Axiom Corporation, ("Axiom"), having its principal place of business at 241 Peachtree St., #400, Atlanta, GA 30303

RECITALS

The State desires to have Axiom provide a commercial-off-the-shelf database driven licensing application, and associated Services to adapt it to the State of New Hampshire's needs, host and maintain the System for the purpose of allowing users to purchase hunting and fishing licenses and to pay appropriate fees using a credit card.

Axiom wishes to provide a Software System and associated Services as described above for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements- Contractor Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- Contractor 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. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1

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- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, Fish and Game Department Contract 2011-047.
- d. RFP 2011-047 Fish and Game Licensing System, dated November 19, 2010, with addendum(s) 1 and 2 incorporated; then
- e. The Contractor Proposal, dated December 12, 2010.

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2015. The Term may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees up to but not beyond June 30, 2017.

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

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

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, NOT TO EXCEED Contract

This is a Non-Exclusive, Not to Exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

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

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Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$50,000.00.

3. CONTRACT MANAGEMENT

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

3.1 Axiom Contract Manager

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

Rajan Jindal
Vice President
Axiom Corporation
241 Peachtree Street #400
Atlanta, GA 30303
703 568-1669
rkjindal@axiom-corp.com

3.2 Axiom Project Manager

3.2.1 Contract Project Manager

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

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

3.2.3 Axiom shall not change its assignment of Axiom Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Axiom's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than

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Axiom Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Axiom shall assign a replacement Axiom Project Manager within ten (10) business days of the departure of the prior Axiom Project Manager, and Axiom shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Axiom Project Manager.

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

3.2.5 The Axiom Project Manager is:
Rajan Jindal
Vice President
Axiom Corporation
241 Peachtree Street #400
Atlanta, GA 30303
(703) 568-1669
rkjindal@axiom-corp.com

3.3 Axiom Key Project Staff

3.3.1 Axiom shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on Axiom Key Project Staff. The State reserves the right to require removal or reassignment of Axiom's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

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

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

3.3.3.1 Axiom Key Project Staff shall consist of the following individuals in the roles identified below:

NOTE: The Team Axiom Project Team members below will be the key interaction personnel between Axiom and NHFGD during the project. However, numerous other executive, management, and developmental resources will be providing additional but less visible support and services to insure that the project is successful.

Axiom's Key Project Staff:

Key Member(s)

Rajan Jindal

Peter Kukiel

Mathew Adams

Chris Gunderson

Title

Project Manager

Business Analyst

System Administrator

Sr. Solutions Architect

3.4 State Contract Manager

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

Kathy LaBonte
NH Fish and Game Department
11 Hazen Drive
Tel: (603) 271-2741
Kathy.labonte@wildlife.nh.gov

3.5 State Project Manager

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

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

The State Project Manager is:

Susan Perry
NH Fish and Game Department
11 Hazen Drive

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Tel: (603) 271-6832
Email: susan.perry@wildlife.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Axiom Project Manager and Axiom Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Section 12: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 Vendor Responsibilities

Axiom 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.

Axiom may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. Axiom must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Axiom to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

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

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

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Axiom 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 Axiom in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Axiom's written Certification. If the State rejects the Deliverable, the State shall notify Axiom of the nature and class of the Deficiency and Axiom shall correct the Deficiency within the period identified in the Work Plan. If no period for Axiom's correction of the Deliverable is identified, Axiom 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 Axiom of its Acceptance

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or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Axiom fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Axiom to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Axiom in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

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

5. SOFTWARE

5.1 Title

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

6. WARRANTY

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

7. SERVICES

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

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7.1 Administrative Services

Axiom 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

Axiom 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

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

7.4 Training Services

Axiom 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

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

8. WORK PLAN DELIVERABLE

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

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

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

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In the event additional time is required by Axiom 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 Axiom'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.

9. CHANGE ORDERS

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

Axiom 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 Axiom's requested Change Order within five (5) business days. The State 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 Axiom to the State, and the State acceptance of Axiom's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, Axiom and/or subcontractor 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 Axiom provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities.

10.1 State's Business

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with Axiom.

10.2 Axiom's Materials

Subject to the provisions of this Contract, Axiom may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality

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provision of this Contract, Axiom shall not distribute any products containing or disclose any State Confidential Information. Axiom 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 Axiom employees or third party consultants engaged by Axiom.

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

10.3 Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

The State shall receive a worldwide, perpetual, irrevocable, and non-exclusive paid up right and license to use, copy, modify and prepare derivative works of any custom developed software for the Fish and Game Department's exclusive use.

10.5 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, Axiom may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Axiom 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 Axiom's performance under the Contract.

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11.2 State Confidential Information

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

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

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

11.3 Axiom Confidential Information

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

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

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

12.2 The Contractor

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

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

12.3 State's Immunity

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

12.4 Survival

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

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13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

- a. Failure to perform the Services satisfactorily or on schedule based on the approved work plan;
- b. Failure to submit any report required based on the approved work plan; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

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

13.1.1.2 Give Axiom 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 Axiom during the period from the date of such notice until such time as the State determines that Axiom has cured the Event of Default shall never be paid to Axiom.

13.1.1.2.1 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;

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

13.1.1.2.3 Procure Services that are the subject of the Contract from another source and Axiom 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.

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- 13.1.1.2.4** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.
- 13.1.1.2.5** No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- 13.1.1.2.6** 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.
- 13.1.1.2.7** 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 (2X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to the Vendor's obligations under Contract Agreement Part 1, Section 13: *Indemnification*.
- 13.1.1.2.8** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.1.2 In the event of default by the State, Axiom shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by Axiom.

13.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

13.2 Termination for Convenience

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

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which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

- 13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Axiom 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;

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- 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 Axiom 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 Axiom has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 15.1 Axiom shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 15.2 Axiom 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 Axiom of any of its obligations under the Contract nor affect any remedies available to the State against Axiom that may arise from any event of default of the provisions of the contract. The State shall consider Axiom to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.
- 15.3 Notwithstanding the foregoing, nothing herein shall prohibit Axiom from assigning the Contract to the successor of all or substantially all of the assets or business of Axiom provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Axiom should change ownership, as permitted under this Contract Agreement Part 2, Section 14, the State shall have the option to continue under the Contract with Axiom, its

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successors or assigns for the full remaining term of the Contract; continue under the Contract with Axiom, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Axiom, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Rajan Jindal, Vice President	Marie Ott, State Project Manager	5 Business Days
First	Sam Harris, COO	Susan Perry, State Project Manager	10 Business Days
Second	Roger House, CEO	Glenn Normandeau Executive Director	15 Business Days

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

17. ESCROW OF CODE

a) Axiom agrees to store their own intellectual property, at the expense of the Department, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the Department in writing by Axiom within fourteen (14) days of a request of the Department. Axiom shall immediately arrange for the surrender of such source code, documentation and instructions to Department:

- 1) If Axiom becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

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OR

2) If Axiom or its successors or assignees discontinues support of the Deliverables for any reason.

b) Axiom shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Axiom to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.

c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section shall remain with Axiom and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Axiom in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

18. GENERAL PROVISIONS

18.1 Travel Expenses

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

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.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

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

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18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Axiom 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 Axiom to perform its obligations under the Contract.

18.5 Required Work Procedures

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

18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Axiom 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 Axiom access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Axiom 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 Axiom 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 Axiom. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Axiom 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.

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18.7 Email Use

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

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

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

18.11 Insurance

18.11.1 Axiom Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

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

Department of Information Technology funded projects the Certificate Holder and address should be identified as:

State of New Hampshire
Fish and Game Department
Glenn Normandeau
11 Hazen Drive, Concord, NH 03301.

Other Agency funded projects should address the Insurance Certificate Holder as:

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State of New Hampshire
Fish and Game Department
Glenn Normandeau
11 Hazen Drive, Concord, NH 03301.

18.12 Exhibits

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

18.13 Venue and Justification

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

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Section 12: Use of State's Information, Confidentiality and Contract Agreement Part I- Section 13: Indemnification* which shall all survive the termination of the Contract.

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STATE OF NEW HAMPSHIRE
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 CONTRACT 2011-047-PART 3
 EXHIBIT A
 CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Axiom shall provide the State with a commercial-off-the-shelf database driven licensing application, and associated Services to adapt it to the State of New Hampshire's needs, host and maintain the System for the purpose of allowing users to purchase hunting and fishing licenses and to pay appropriate fees using a credit card which will meet and perform in accordance with the Specifications and Deliverables and arc in accordance with the time frames in the Work Plan.

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table A-1 Deliverables Vendor Response Checklist

Activity, Deliverable or Milestone	Proposed Date
Conduct Project Kickoff Meeting	Within 1 week of award
Status Meetings	Weekly beginning one week after Kickoff Meeting
Project Work Plan	10 business days after Kickoff Meeting
Security Plan	April 22, 2011
Test Plan	April 22, 2011
Configuration Phase	Configuration phase will be completed on or before the beginning of User Acceptance currently estimated to be May 16, 2011.
Implementation of Internet Licensing System	June 20, 2011
Implementation of HIP Site	June 20, 2011
Implementation of Secure FTP Site	June 20, 2011
Conduct Internet Licensing System Testing	April 22, 2011
Conduct HIP Survey Testing	April 25, 2011

2011-047 Exhibit A Contract Deliverables

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EXHIBIT A
CONTRACT DELIVERABLES**

Conduct Secure FTP Site Testing	April 25, 2011
User Acceptance Testing for Licensing System	May 16, 2011
User Acceptance Testing for HIP Survey	May 16, 2011
User Acceptance Testing for Secure FTP Transfer	May 16, 2011
Performance Tuning and Stress Testing	May 1, 2011
Security Testing	May 1, 2011
Regression Testing	May 30, 2011
All Systems Documentation	
System Go Live	June 30, 2011
Completion of Warranty	

3. TRAINING DELIVERABLES

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

STATE OF NEW HAMPSHIRE
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 EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$50,000 for the period between the Effective Date through June 30, 2015. Axiom shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Axiom to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Fees

Only the fees listed below will be used to fund this project. Vendor shall be merchant of record with credit card company.

Table B.1: Internet License Sales Transaction Fee:

Internet License Sales Cost - For each customer transaction (regardless of the number of licenses sold per transaction) the vendor may collect a transaction fee as described below.	
As the Internet license provider, the Vendor will be considered a License Agent of the Department. As such, in addition to the proposed transaction fee the Vendor will receive \$1 for the sale of certain licenses. These licenses are listed in Table .	
Internet Transaction Fee (does not include 1\$ Agent Fee)	\$2.00
Credit Card Fees (% of total transaction)	2.25%

Table B.2: HIP Program Costs

HIP Program – The Harvest Information Program (HIP) surveys are a prerequisite for the issue of certain licenses. HIP permits may be issued three different ways. The customer may complete the HIP survey over the internet in conjunction with the purchase of a hunting license, the customer may complete just a HIP survey over the internet, or the customer may complete the survey by phone with Vendor personnel. The fees for administering these surveys are detailed below.	
HIP Cost Per Phone Transaction	\$2.00
HIP Cost Per Internet Transaction (HIP with Hunting License purchase)	\$0.50
HIP Cost Per Internet Transaction (HIP only)	\$0.50

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Future Vendor Rates – The State may request additional services during term of this contract. The rates for additional services are detailed in Table B-3 below.

Table 3- Axiom Rates Pricing Worksheet (Hourly Rates in Dollars)				
Position Title	SFY 2012 7/1/2011- 6/30/12	SFY 2013 7/1/2012- 6/30/2013	SFY 2014 7/1/2013- 6/30/2014	SFY 2015 7/1/2014- 6/30/2015
Project Manager	75	80	82.50	85
Business Analyst	70	75	75	80
Database Administrator	80	80	85	85
Developer	70	75	80	85

All revenues collected from the sale of licenses, minus the fees as detailed above, shall be remitted to the State on a daily basis

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$50,000.00 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Axiom for all fees and expenses, of whatever nature, incurred by Axiom in the performance hereof.

The \$50,000 contract price represents the cost to the State for HIP Program cost. These fees shall be invoiced by Axiom and paid by the State. All other program costs shall be paid in the form of transaction fees, credit card fees (see Table B-1 above) and Agent fees allowed by statute. The fees will be deducted from license payments received by Axiom for on line license sales, the balance shall be remitted to the State.

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.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

3. INVOICING

The only reimbursement allowed under this contract shall be fees collected according to this Appendix B for the sale of State of NH licenses. However, should an amendment to this contract calling for additional development, be approved by Governor and Executive Council be executed, the following invoicing procedures shall apply.

Axiom 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. Axiom 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:
Kathy LaBonte
State of NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Axiom Corporation
241 Peachtree St., #400
Atlanta, GA 30303

5. OVERPAYMENTS TO THE VENDOR

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

6. CREDITS

The State may apply credits due to the State against Axiom's invoices with appropriate information attached.

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**STATE OF NEW HAMPSHIRE
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EXHIBIT C
SPECIAL PROVISIONS**

1. Special Provisions

The New Hampshire Fish and Game Department agrees to waive the provisions of Paragraph 14.1.1 reducing the amount required for insurance coverage per incident to \$1,000,000.

2. Notice- Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

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 following addresses.

TO Axiom:
Rajan Jindal
241 Peachtree St. #400
Atlanta, GA 30303
Tel: (404) 995-8887

TO STATE: of New Hampshire
Susan Perry
NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301
Tel: (603) 271-6832

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2011-047 Exhibit C – Special Provisions

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

Axiom 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 Axiom Key Project Staff and State Project leaders from both the Department of Fish and Game 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 Axiom Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, Axiom Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Axiom shall serve as the basis for discussion. May be conducted by phone.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Axiom and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.
- g. The State expects Axiom 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 Axiom's responsibility.
- h. Axiom Project Manager or Axiom Key Project Staff shall submit status reports every two weeks in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Axiom 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. Axiom shall produce Project status reports, which shall contain, at a minimum, the following:
 - 1. Project status related to the Work Plan;
 - 2. Deliverable status;
 - 3. Accomplishments during weeks being reported;
 - 4. Planned activities for the upcoming two (2) week period;

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

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

2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention except where they are in conflict with State laws and regulations.

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 the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of 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. During the term of this Contract, 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 will 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, 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 material issued under the Contract is calculated or derived from these factors.

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4. 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.

5. WORK HOURS

Axiom 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.

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IMPLEMENTATION SERVICES**

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. Axiom shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. Axiom and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. Axiom 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.

- D. Axiom shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- E. Axiom shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- F. Axiom shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan.

1.2.1 Planning

During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

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1.2.2 Implementation

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

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

Implementation shall be piloted in one area/office to refine the training and implementation approach, or the State shall choose a one-time statewide implementation.

1.2.3 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

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

2.1 Hosted Server Access

- a. Definition of "Hosted Server Access" - Axiom will:
 - 1) Provide non-production access to a computer server or servers ("Hosted Server") with the operating system configuration specific in the Ordering document and Exhibit.
 - 2) Make available the Hosted Server for customer access 24 hours per day, 7 days per week ("24x7") with the following exclusions:
 - a) Scheduled maintenance (at least once weekly – timing to be coordinated with the State);
 - b) Scheduled periods when backup of Hosted Server takes place – timing to be coordinated with the State;
 - c) Emergency (non-scheduled) outages,
 - d) Scheduled outages for application of patches or other modifications requested by the State;
 - e) Perform one (1) daily backup of development and test instances of Axiom programs and State test data present on the Hosted Server, and
 - f) Upon completion or termination of the Hosted Server Access, create a copy of State development and test instances, using a medium agreed upon in advance, to facilitate transition of such information to other computer hardware ("Decommission Backup"). Transition and migration services are not provided as part of the Services but may be acquired separately from Axiom.
- b. Conditions and assumptions related to Hosted Server Access:

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- 1) State use of Hosted Server is limited to development, test, and demonstration activities related to Axiom programs, and the State will not use the instance(s) for production purposes or for any other purpose not expressly stated herein.
- 2) Multiple customers may share the same computer server; the State instances shall be separated from other instances located on the same server using password protection.
- 3) The State acknowledges that Axiom may use server and network equipment owned by Axiom or third-party hosting provider.
- 4) The allocation of server resources is at Axiom's discretion. Requests for dedicated or additional servers, additional disk space, or other additional hardware may result in a higher fee.

2.2 Network Services

- a. Definition of "Network Services" - Axiom will:
 - 1) Assist with installation and configuration of network connectivity specified in the ordering document and exhibit.
- b. Conditions and assumptions related to Network Services:
 - 1) Costs for equipment, labor and services to maintain Internet connectivity from within Axiom facilities are Axiom's responsibility. The State is responsible for any equipment, labor, and/or services necessary to set-up and maintain Internet connectivity at the State. If the State requests special network equipment and configurations at an Axiom facility, the State shall be charged on a time and materials basis in accordance with time & materials rates specified in the ordering document and exhibit ("T&M Rates") for acquiring and setting up such special network arrangements.
 - 2) If the State has been provided with a "loaner" communication equipment, the State shall maintain the equipment in a secure location, in the condition it was received, and shall not permit any use of the equipment other than (a) in connection with the Services, and (b) for access to the Hosted Servers or to third-party servers agreed upon by Axiom and the State. The State shall return the communication equipment to Axiom upon termination of the Network Services. Charges for Network Services will continue until the State returns all communications equipment in operational condition or reimburses Axiom for any loaner equipment that is not returned.
 - 3) At the State's option, authorized third parties (e.g., software implementers, network providers) may be given limited access by Axiom to certain levels of the State's system through the VPN or through a separate network connection that meets Axiom's specifications.
 - 4) Axiom is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Axiom such as bandwidth issues outside of Axiom's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of Axiom's firewall or for any issues that are the responsibility of the State Internet Service Provider.

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Upon termination, the State must return to Axiom all equipment provided or owned by Axiom.

3. SECURITY

Axiom shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services provided based on the security requirements defined in Appendix C-2 of the response to the Request for Proposal. Axiom 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.

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EXHIBIT F
TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

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

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

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

In addition, Axiom 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. Axiom shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

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

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Axiom's Project Manager's Certification, in writing, that Axiom's own staff has successfully executed all prerequisite Axiom 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 Axiom that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. Axiom will provide the State a testing environment independent from

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

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

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

1.2 Unit Testing

In Unit Testing, Axiom 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.

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

	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
	For application modules, conversions and interfaces Axiom 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.
	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 is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by Axiom team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes. It includes all key

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

	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test specifications. • Work jointly with the State to develop and load the data profiles to support the test specifications. • Work jointly with the State to validate components of the test scripts.
	<ul style="list-style-type: none"> • Work jointly with Axiom to develop the Systems Integration Test specifications. • Work jointly with Axiom to develop and load the data profiles to support the test specifications. • Work jointly with Axiom to validate components of the test scripts, modifications, fixes and other System interactions with Axiom supplied Software Solution.
	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

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

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

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

The State shall be presented with all testing results, as well as written Certification that Axiom 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 Axiom that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

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

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

<p>Activity Description</p>	<p>The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes.</p>
<p>Activity Inputs</p>	<ul style="list-style-type: none"> • Provide the State an acceptance test plan and selection of test scripts for the Acceptance test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
<p>Activity Outputs</p>	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the acceptance test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance test results. • Work jointly with Axiom in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
<p>Activity Deliverables</p>	<p>The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.</p>

1.7 Regression Testing

Axiom shall be responsible for developing the test plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. Axiom shall perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) system components still meet their specified requirements.

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When a programming change is made in response to a problem identified during user testing, a Regression Test Plan must be developed by Axiom based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/update is incorporated into the program; and second, to validate that there are no unintended changes to the other portions of the program.

Axiom shall:

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.

Axiom shall 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, Axiom shall assess the risks inherent in the modification being implemented, identify and assess any unintended consequences, and weigh those risks against the time and effort required for conducting the regression tests.

1.8 Performance Tuning and Stress Testing

Roles and responsibilities regarding tuning and system performance:

- a. Development and documentation of hardware and software configuration and tuning of infrastructure.
- b. Assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.

1.8.1 Scope

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

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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

1.8.2 Test Types

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

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- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of a System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.8.3 Tuning

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

1.9 Security Review and Testing

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or 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

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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.

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

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.11 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

1.1 Axiom's Responsibility

Axiom shall maintain the Application System in accordance with the Contract.

1.1.1 Maintenance Releases

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

1.1.2 Custom Software, Interfaces, and Patches

All program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by Axiom as needed to meet the requirements, shall support and be compatible with Axiom-developed Custom software and interfaces.

2. SYSTEM SUPPORT

2.1 Axiom's Responsibility

Axiom 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.

2.2 System Support Levels

2.2.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, Axiom shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, between the hours of 8:00 am and 5:00 pm – Monday through Friday EST with an e-mail/telephone response within fifteen (15) minutes of request;

2.2.2 Class B & C Deficiencies

For all Class B & C Deficiencies the State will notify Axiom of such Deficiencies between the hours of 8:00 am and 5:00 pm – Monday through Friday EST and the Vendor shall respond back within four (4) hours of notification of planned corrective action.

2.3 Ongoing Software Maintenance and Support Levels

2.3.1 Repair or replacement of the Software, and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

2011-047 Exhibit G Maintenance and Support Services

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- 2.3.2 Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 2.3.3 For all maintenance Services calls, Axiom 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
- 2.3.4 Axiom 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.
- 2.3.5 Axiom must provide Database Administrator services to the host database such that logs are monitored and tuning is accomplished monthly at a minimum.

In the event Axiom fails to correct a Deficiency within the allotted period of time stated above, the State shall have the right, at its option to: 1) declare Axiom in default, terminate the support Contract, in whole or in part, without penalty or liability to the State; 2) and to pursue its remedies available in law or in equity.

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 EXHIBIT H
 PRIORITY RESPONSES-

1. SYSTEM REQUIREMENTS

1.1 Axiom shall provide a fully operational Software Solution with the following functionalities:

Table C-2 System Requirements and Deliverables - Vendor Response Checklist

Y=Yes; M=With Modifications; N=No

RFP #	Requirement/Deliverable	M/O	Y/M/N (G-2012)	Comment
GENERAL REQUIREMENTS				
G-1	The Vendor shall participate in an initial kick-off meeting to initiate the Project.	M		We will participate in an initial kick-off meeting
G-2	The Vendor shall provide Project Staff as specified in the RFP.	M	M	Axiom will provide Project Staff as required in the RFP and stated in the Proposal
G-3	Vendor shall submit a preliminary 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	
G-4	The Vendor will provide detailed bi-weekly status reports on the progress of the Project.	M	Y	
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.	M	M	
G-6	Vendor will provide State with PCI DSS certification documentation.	M	M	Axiom will provide PCI DSS documentation on State system.
FINANCIAL REQUIREMENTS				
F-1	Vendor will electronically transfer all funds received on behalf of the State to the State's bank account on a weekly basis.	M	M	This will be developed to meet the distinct requirements of NH. Axiom can accommodate NH's requirements for collection and transfer of monies.
F-2	All proceeds from the issuance of licenses are funds of the State of New Hampshire, which Vendor holds in trust. These proceeds shall not be co-mingled with personal, business or any other operating funds or	M	Y	

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	diverted or used by Vendor for any purpose.			
F-3	With each EFT to the State bank, vendor will provide electronic files to the NHFGD containing fee details. The total dollar amount of each electronic file will always equal the total dollar transferred less the transaction fees and credit card fees. The electronic data files will contain information such as, but not limited to, names, addresses and license numbers.	M	M	This will be developed to meet the distinct requirements of NH.
TECHNICAL REQUIREMENTS				
T-1	Web-based compatible and in conformance with the following W3C standards: <ul style="list-style-type: none"> • XHTML 1.0 • CSS 2.1 • XML 1.0 (fourth edition) 	M	Y	
T-2	Data file output must be compatible with MS SQL Server Database 2000	M	M	Axiom team's solution is currently running a SQL Server 2008 DB. Team Axiom will make modifications to create a backward compactable file.
SECURITY REQUIREMENTS				
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y	
S-2	Verify the identity or authenticate all of its users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y	
S-3	Enforce unique user names.	M	M	
S-4	Enforce complex passwords of ten characters or more. in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M		Currently our system requires a minimum of 7 characters but can easily be modified to accommodate the 10 character demands set forth in the RFP.
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	
S-7	Ability to Expire passwords after a definite period of time	M	Y	
S-8	Ability to limit the number of people that can grant or change authorizations	M	Y	
S-9	Ability to enforce session timeouts during periods of inactivity.	M	Y	
S-10	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP)	M	Y	

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	Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)			
S-11	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	
S-12	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y	
S-13	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	M	Most of our database tables are fully audited except when bulk inserts and data imports are performed. Also, Some secondary tables which can be discussed in detail with NHFGD are currently deemed "not sensitive" and as such are not audited currently. If after review that NHFGD deems that these tables are also required, Axiom can make the necessary changes to allow this.
S-14	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain on either the host server or the client workstation.	M	Y	
S-15	The application shall NOT display explicit error and exception handling when not executing as designed in the production environment	M	Y	
S-16	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-17	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y	
F-1	System must be user friendly, and help reduce human error.	M	Y	
F-2	Application must allow individuals to complete a license sales transaction for any hunting/fishing license, special deer permits and moose lottery applications to from their home computer and provide a printable license certificate for home issue.		M	Per the States' requirements, Team Axiom will provide an integrated lottery solution that at a minimum meets the requirements of NHFGD.
F-3	The application must generate data files on a daily basis which contain that day's data and that are placed on a vendor secure FTP site. Separate files will be generated for hunting and fishing license data, Moose hunt lottery applications, and special deer permits. The State will retrieve and process these files on a daily basis, adding	M	M	We do not know the extent of NH's requirements on these data files. This will be new development to fit the distinct requirements of the State.

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	data to the State licensing database. Separate files will be also generated daily for activity generated by the State retail agent.			
F-4	The Vendor must develop a HIP reporting component to the application that will allow an individual to obtain a HIP number in conjunction with a hunting license application or as a separate option for taking the survey only. Reporting to the USFWS will occur on a bi-monthly basis. Survey question will follow those required by USFWS.	M	M	Currently, Team Axiom's solution platform provides for integrated HIP surveys in conjunction with the sale of a license / permit. Some modifications to the application will be required to allow the HIP Survey to be decoupled from the sales process but is not expected to be a difficult modification.
F-5	The Vendor will maintain a toll-free phone survey system for issuing HIP permit numbers to individuals who are not able to complete the online survey. Reporting to the USFWS will occur on a bi-monthly basis and will be included in the same online reporting file.	M	M	Currently, Team Axiom's solution platform provides for integrated HIP surveys in conjunction with the sale of a license / permit. Some modifications to the application will be required to allow the HIP Survey to be decoupled from the sales process but is not expected to be a difficult modification.
TECHNICAL RESPONSES				
H-1	The Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Y	
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.	M	Y	
H-3	The 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	Y	
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Y	
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and	M	Y	

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	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.			
H-7	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	Y	
H-8	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	Y	
H-9	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	Y	
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y	
H-12	The Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Y	
H-13	The Vendor shall install and update all server patches, updates, and other utilities within 60 day of release from the manufacturer.	M	Y	
H-14	The Vendor shall monitor System, security, and application logs.	M	Y	
H-15	The Vendor shall manage the sharing of data resources.	M	Y	
H-16	The Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	
H-17	The Vendor shall monitor physical hardware.	M	Y	
H-18	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y	
H-19	If the vendor proposes a shared hosting environment, it must meet the specific requirements established by PCI DSS Appendix A: Additional PCI DSS Requirements for Shared hosting Providers	M	Y	
DISASTER RECOVERY				
H-20	Vendor shall have adequate disaster recovery procedures as is acceptable to the State of New Hampshire.	M	Y	
H-21	Disaster Recovery Planning – the Vendor shall have documented disaster recovery plans that address the	M	Y	

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	recovery of lost State data as well as their own. Systems shall be architected to meet recovery needs as is acceptable to the State of New Hampshire..			
H-22	Disaster Recovery Hardware replacement – The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	
H-23	Disaster Recovery Backups – the Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	
H-24	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	
H-25	Scheduled backups of all servers must be completed regularly.	M	Y	
H-26	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	
H-27	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	
H-28	If the State Data contains personally identifiable information, the Data must be encrypted on the back-up tape.	M	Y	
H-29	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	
H-30	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 Contract, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled, state approved maintenance window.	M	Y	
H-31	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	Y	
H-32	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	

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H-33	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	M	Based on the requirements known to date (not yet fully complete), Team Axiom's solution platform will need to be modified slightly to allow this level of VPN access and is dependent on a number of infrastructure items and details from both NHFGD and Axiom. Further requirements will need to be gathered in order for Axiom to fully determine the best approach to the fulfillment and adherence to this requirement. However, Team Axiom staff is one of the most experienced in the industry with respect to remote access and monitoring mechanisms for these types of state solutions.
SYSTEM REQUIREMENTS SECURITY				
H-34	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Y	
H-35	If State data contains personally identifiable information that data must be encrypted at rest, in flight and wherever else it is located including on back up tapes.	M	Y	
H-36	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	
H-38	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	M	Additional requirements will need to be obtained to insure that Axiom's approach to satisfying this requirement is sufficient for NHFGD. However, Team Axiom has significant, proven, and referenceable SDLC processes in place that

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				provide checks and measures against developmental code to ensure its functional adherence to requirements and that is free of malicious code.
H-39	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	
H-40	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	Y	
H-41	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	
H-42	The Vendor shall share with the State all findings and results from PCI audits.	M	Y	
H-43	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	Y	
H-44	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required;	M	Y	
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	
H-47	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday thru Friday EST;	M	Y	
H-48	The Vendor response time for support shall conform to the specific deficiency class as described in 6.12.	M	Y	
H-49	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during pre-approved scheduled maintenance.	M	Y	
H-50	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted	M	Y	

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	System.			
H-51	A pre-approved regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	
H-52	The Vendor will give five (5)-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	
H-53	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y	
H-54	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	Y	
H-55	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	
H-56	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	
H-57	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers.	M	Y	
H-58	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: o Server up-time o All change requests implemented, including operating system patches o All critical outages reported including actual issue and resolution o Number of deficiencies reported by class with initial response time as well as time to close.	M	Y	
H-59	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	

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

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

In conjunction with Axiom's Project Management methodology, which shall be used to manage the Project's life cycle, Axiom team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and Axiom team members), refine the Project's scope, and establish the Project's schedule. Development and management of this plan is a joint effort on the part of Axiom and State Project Managers.

1. ASSUMPTIONS

A. General

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

B. Logistics

- Axiom Team shall perform this project at State facilities when necessary at no cost to Axiom.
- Axiom Team may perform that work at a facility other than that furnished by the State, when practical, at their expense.
- Axiom Team shall honor all holidays observed by Axiom or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for Axiom Team, including PCs, phones, Virtual Private Network (VPN) access, 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

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access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to Axiom 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. Axiom'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 Axiom and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to the State system.
- Axiom 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

- Axiom is responsible for providing the hardware, network, and communication facilities needed to support the project. This amount does not include additional telecommunication costs or requirements at any remote state or retail agent or headquarter locations.
- Axiom shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of 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.
- Axiom is responsible for providing Internet access.

E. Conversions

- Axiom Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from Axiom's technical team, a subset of the conversions. Axiom Team shall lead the State with the mapping of the legacy data to Axiom applications.
- Additionally, Axiom Team shall:
 1. Provide the State with Axiom application data requirements and examples, of data mappings, conversion scripts, and data loaders. Axiom Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical specifications.

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4. Assist with the resolution of problems and issues associated with the development and implementation of the conversions.

F. Project Schedule

- Development is planned to begin on February 17, 2011 with a planned go-live date of July 1, 2011.

G. Reporting

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

H. User Training and Change Management

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

I. Performance Testing

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

2. ROLES AND RESPONSIBILITIES

A. Axiom Team Roles and Responsibilities

1) Axiom Team Project Executive

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

2) Axiom Team Project Manager

Axiom 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 Axiom Implementation Team. Axiom Team Project Manager will have the following responsibilities:

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

3) Axiom Team

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and acceptance testing; and
- Assist with the transition to production.

4) Axiom Team

Axiom team shall assume the following tasks:

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

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- Development and Documentation of conversion and interface programs in accordance with functional and technical specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

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

1) State Project Manager

The State Project Manager shall work side-by-side with Axiom Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from Axiom team;
- Assist Axiom Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform Axiom Project Manager of any urgent issues if and when they arise; and
- Assist Axiom team staff to obtain requested information if and when required to perform certain project tasks.

2) State Subject Matter Experts (SMEs)

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The role of the State SMEs 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 SMEs include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and acceptance testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of Axiom Software Solution and the business processes the Application supports.

3) State Technical Lead and Architect

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

- Attend technical training as necessary to support the project;
- Assist the State and Axiom Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with Axiom Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- Work in partnership with Axiom and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it will be expected that Axiom will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at every two weeks project meetings.

4) State Application DBA (DoIT)

The role of the State Application DBA(s) is to work closely with Axiom Team to install and maintain the Application environments throughout the duration of the project. The State Application DBA(s) conducts the following responsibilities throughout the implementation project:

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- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with Axiom and the Application teams to establish and manage an instance management plan throughout the project;
- Work with Axiom to determine Application monitoring and tuning;
- Work with Axiom to define and test Application security, backup and recovery procedures; and
- Work with Axiom DBA to develop role-based security as defined by the Application Teams.

5) State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications.

6) State Testing Administrator

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

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

3. CONVERSIONS

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

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
License Data		State and Axiom	Export Department license data and upload to Axiom database.
People Data		State and Axiom	Export Department people id data and upload to Axiom database

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A. Conversion Testing Responsibilities

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

4. INTERFACES

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

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Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
PERMITTING LICENSING		Axiom and State	Work together to develop daily data transfer requirements and processes.

A. Interface Responsibilities

- Axiom Team shall lead the State with the mapping of legacy data to Axiom Applications.
- Axiom Team shall lead the review of functional and technical interface specifications.
- Axiom Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- Axiom Team shall document the functional and technical specifications for the interfaces.
- Axiom Team shall create the initial test plan and related scripts to Unit Test the interface. The State shall validate and accept.
- Axiom Team shall develop and Unit Test the interface.
- The State and Axiom Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State and Axiom Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

5. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. The Work plan function dates are based on a contract award date of February 2 and will be adjusted proportionate to actual award date.

D. Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
New Hampshire Licensing & Permitting Solution	95 days	Thu 2/17/11	Thu 6/30/11
Project Kickoff Meeting	3 days	Thu 2/17/11	Mon 2/21/11
Review Skills / Resource Profile	0 days	Thu 2/17/11	Thu 2/17/11
Preliminary Analysis	0 days	Thu 2/17/11	Thu 2/17/11
Review Current Situation	0 days	Thu 2/17/11	Thu 2/17/11

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Depict Current Context	28 days	Thu 2/17/11	Mon 3/28/11
Depict Automated Components Used	28 days	Thu 2/17/11	Mon 3/28/11
Depict Preliminary System Breakdown	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Current Situation Review Document</i>	28 days	Thu 2/17/11	Mon 3/28/11
Define Direction	40 days	Thu 2/17/11	Wed 4/13/11
Prepare Direction Report	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Direction Report</i>	28 days	Thu 2/17/11	Mon 3/28/11
Analyze System Requirements	40 days	Thu 2/17/11	Wed 4/13/11
Analyze Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Identify System Constraints	28 days	Thu 2/17/11	Mon 3/28/11
Define System Measurable Objectives	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: System Requirements Analysis Document</i>	28 days	Thu 2/17/11	Mon 3/28/11
Develop Target Solution	40 days	Thu 2/17/11	Wed 4/13/11
Define System Context	28 days	Thu 2/17/11	Mon 3/28/11
Define High Level Data Model	28 days	Thu 2/17/11	Mon 3/28/11
Define High Level Process Model	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Target Solution Document</i>	28 days	Thu 2/17/11	Mon 3/28/11
Recommend Solution	40 days	Thu 2/17/11	Wed 4/13/11
Identify Possible Solutions	28 days	Thu 2/17/11	Mon 3/28/11
Assess Solution Viability	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Recommended Solution</i>	28 days	Thu 2/17/11	Mon 3/28/11
Refine Cost Benefit Analysis	40 days	Thu 2/17/11	Wed 4/13/11
Refine Development Costs	28 days	Thu 2/17/11	Mon 3/28/11
Refine Operational Costs	28 days	Thu 2/17/11	Mon 3/28/11
Refine Benefits	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Cost Benefit Analysis</i>	28 days	Thu 2/17/11	Mon 3/28/11
Plan Component Reuse	40 days	Thu 2/17/11	Wed 4/13/11
Develop Component Reuse Plan	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Component Reuse Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Analysis	40 days	Thu 2/17/11	Wed 4/13/11
Implement Component Reuse	40 days	Thu 2/17/11	Wed 4/13/11
Identify Resusable Components	28 days	Thu 2/17/11	Mon 3/28/11
Reuse Components	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Component Reuse Document</i>	28 days	Thu 2/17/11	Mon 3/28/11
Develop System Specification	40 days	Thu 2/17/11	Wed 4/13/11
Develop Function Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Data Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Function Data Interaction Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Network & Comm Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Performance Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Control Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Security Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Training Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Business Function Test Specification	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: System Functional Specification</i>	28 days	Thu 2/17/11	Mon 3/28/11

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Develop System Architecture Specification	40 days	Thu 2/17/11	Wed 4/13/11
Create Conceptual View Model	28 days	Thu 2/17/11	Mon 3/28/11
Create Process View Model	28 days	Thu 2/17/11	Mon 3/28/11
Create Development View Model	28 days	Thu 2/17/11	Mon 3/28/11
Create Physical View Model	28 days	Thu 2/17/11	Mon 3/28/11
Map to System Specification	28 days	Thu 2/17/11	Mon 3/28/11
Establish Software Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Create Preliminary Physical Data Structures	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Database Structures</i>	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Architectural Specification Document</i>	28 days	Thu 2/17/11	Mon 3/28/11
Specify Required Environments	40 days	Thu 2/17/11	Wed 4/13/11
Describe the Different Environments	28 days	Thu 2/17/11	Mon 3/28/11
Adapt Configuration Rules	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Environment Specification</i>	28 days	Thu 2/17/11	Mon 3/28/11
Specify Design Standards	40 days	Thu 2/17/11	Wed 4/13/11
Specify General Standards	28 days	Thu 2/17/11	Mon 3/28/11
Specify Interface Design Standards	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Design Standards Document</i>	28 days	Thu 2/17/11	Mon 3/28/11
Define Construction Strategy	40 days	Thu 2/17/11	Wed 4/13/11
<i>Deliverable: Construction Strategy</i>	28 days	Thu 2/17/11	Mon 3/28/11
Define Release Strategy	40 days	Thu 2/17/11	Wed 4/13/11
<i>Deliverable: Release Strategy</i>	28 days	Thu 2/17/11	Mon 3/28/11
Define Delivery Strategy	40 days	Thu 2/17/11	Wed 4/13/11
Define Implementation Strategy	28 days	Thu 2/17/11	Mon 3/28/11
Define Conversion Strategy	28 days	Thu 2/17/11	Mon 3/28/11
Define Deployment Strategy	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Delivery Strategy</i>	28 days	Thu 2/17/11	Mon 3/28/11
Prepare Overall Test Strategy	40 days	Thu 2/17/11	Wed 4/13/11
Prioritize Test Focus Areas	28 days	Thu 2/17/11	Mon 3/28/11
Establish Target Levels of Quality	28 days	Thu 2/17/11	Mon 3/28/11
Select Test Sub Levels	28 days	Thu 2/17/11	Mon 3/28/11
Estimate Test Activities	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Overall Test Strategy</i>	28 days	Thu 2/17/11	Mon 3/28/11
Develop Operational Impact Specification	40 days	Thu 2/17/11	Wed 4/13/11
Assess Service Level Technical Impact	28 days	Thu 2/17/11	Mon 3/28/11
Develop Operational Environmental Specification	28 days	Thu 2/17/11	Mon 3/28/11
Develop Operational Environment Estimates	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Operational Impact Specification</i>	28 days	Thu 2/17/11	Mon 3/28/11
Refine Cost Benefit Analysis	40 days	Thu 2/17/11	Wed 4/13/11
Refine Development Costs	28 days	Thu 2/17/11	Mon 3/28/11
Refine Operational Costs	28 days	Thu 2/17/11	Mon 3/28/11
Refine Benefits	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Cost Benefit Analysis</i>	28 days	Thu 2/17/11	Mon 3/28/11
Package Reusable Components	40 days	Thu 2/17/11	Wed 4/13/11
Produce Reusable Components	28 days	Thu 2/17/11	Mon 3/28/11

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<i>Deliverable: Reusable Component Documentation</i>	28 days	Thu 2/17/11	Mon 3/28/11
Design	40 days	Thu 2/17/11	Wed 4/13/11
Implement Component Reuse	40 days	Thu 2/17/11	Wed 4/13/11
Identify Reusable Components	28 days	Thu 2/17/11	Mon 3/28/11
Reuse Components	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Reused Components Manual</i>	28 days	Thu 2/17/11	Mon 3/28/11
Develop System Architecture Design	40 days	Thu 2/17/11	Wed 4/13/11
Extend Conceptual View Model	28 days	Thu 2/17/11	Mon 3/28/11
Extend Porcess View Model	28 days	Thu 2/17/11	Mon 3/28/11
Extend Development View Model	28 days	Thu 2/17/11	Mon 3/28/11
Extend Physical View Model	28 days	Thu 2/17/11	Mon 3/28/11
Develop Interface Design	28 days	Thu 2/17/11	Mon 3/28/11
Develop Software Architecture	28 days	Thu 2/17/11	Mon 3/28/11
Map to System Architecture Specification	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: System Architecture Design</i>	28 days	Thu 2/17/11	Mon 3/28/11
Perform Data Structure Design	40 days	Thu 2/17/11	Wed 4/13/11
Gather Access Logic	28 days	Thu 2/17/11	Mon 3/28/11
Extend Physical Data Model	28 days	Thu 2/17/11	Mon 3/28/11
Develop Physical Data Definitions	28 days	Thu 2/17/11	Mon 3/28/11
Develop Database Control Design	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Data Structure Design</i>	28 days	Thu 2/17/11	Mon 3/28/11
Perform Network Design	40 days	Thu 2/17/11	Wed 4/13/11
<i>Deliverable: Network Design</i>	28 days	Thu 2/17/11	Mon 3/28/11
Perform System Design	40 days	Thu 2/17/11	Wed 4/13/11
Design Software Components	28 days	Thu 2/17/11	Mon 3/28/11
Design System interfaces	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: System Design</i>	28 days	Thu 2/17/11	Mon 3/28/11
Develop Operational Design	40 days	Thu 2/17/11	Wed 4/13/11
Design User Operational Environment	28 days	Thu 2/17/11	Mon 3/28/11
Design System Operational Environment	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Operational Design</i>	28 days	Thu 2/17/11	Mon 3/28/11
Develop Construction Plan	40 days	Thu 2/17/11	Wed 4/13/11
<i>Deliverable: Construction Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Develop Delivery Plan	40 days	Thu 2/17/11	Wed 4/13/11
Develop Implementation Plan	28 days	Thu 2/17/11	Mon 3/28/11
Develop Conversion Plan	28 days	Thu 2/17/11	Mon 3/28/11
Develop Deployment Plan	28 days	Thu 2/17/11	Mon 3/28/11
Develop Field Trial Plan	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Delivery Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Prepare Overall Test Plan	40 days	Thu 2/17/11	Wed 4/13/11
Define Test level Entry and Exit Criteria	28 days	Thu 2/17/11	Mon 3/28/11
Estimate Required Number of Test Cases	28 days	Thu 2/17/11	Mon 3/28/11
Define Problem Escalation Precedures	28 days	Thu 2/17/11	Mon 3/28/11
Identify Test Environment Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Refine Test Team Organization	28 days	Thu 2/17/11	Mon 3/28/11

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Produce Overall Test Schedule	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Overall Test Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Define Knowledge Transfer & Training Plan	40 days	Thu 2/17/11	Wed 4/13/11
Develop Knowledge Transfer Plan	28 days	Thu 2/17/11	Mon 3/28/11
Develop Training Plan	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Knowledge Transfer & Training Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Prepare Unit Test Plan	40 days	Thu 2/17/11	Wed 4/13/11
Specify Unit Test Cases	28 days	Thu 2/17/11	Mon 3/28/11
Update Test Facility Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Refine Detailed Test Team Organization	28 days	Thu 2/17/11	Mon 3/28/11
Produce Detailed Test Schedule	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Unit Test Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Prepare Integration Test Plan	40 days	Thu 2/17/11	Wed 4/13/11
Specify Integration Test Cases	28 days	Thu 2/17/11	Mon 3/28/11
Update Test Facility Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Refine Detailed Test Team Organization	28 days	Thu 2/17/11	Mon 3/28/11
Produce Detailed Test Schedule	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Integration Test Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Prepare System Test Plan	40 days	Thu 2/17/11	Wed 4/13/11
Specify System Test Cases	28 days	Thu 2/17/11	Mon 3/28/11
Update Test Facility Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Refine Detailed Test Team Organization	28 days	Thu 2/17/11	Mon 3/28/11
Produce Detailed Test Schedule	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: System Test Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Prepare Client Acceptance Test Plan	40 days	Thu 2/17/11	Wed 4/13/11
Specify Acceptance Test Cases	28 days	Thu 2/17/11	Mon 3/28/11
Update Test Facility Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Refine Detailed Test Team Organization	28 days	Thu 2/17/11	Mon 3/28/11
Produce Detailed Test Schedule	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Client Acceptance Test Plan</i>	28 days	Thu 2/17/11	Mon 3/28/11
Package Reusable Components	40 days	Thu 2/17/11	Wed 4/13/11
Produce Reusable Components	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Reusable Component Documentation</i>	28 days	Thu 2/17/11	Mon 3/28/11
Construction	40 days	Thu 2/17/11	Wed 4/13/11
Implement Component Reuse	40 days	Thu 2/17/11	Wed 4/13/11
Identify Reusable Components	28 days	Thu 2/17/11	Mon 3/28/11
Reuse Components	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Reused Components Manual</i>	28 days	Thu 2/17/11	Mon 3/28/11
Establish Construction Environment	40 days	Thu 2/17/11	Wed 4/13/11
Confirm Development Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Confirm Unit Test Requirements	28 days	Thu 2/17/11	Mon 3/28/11
Produce Software Components	40 days	Thu 2/17/11	Wed 4/13/11
Construct Database Components	28 days	Thu 2/17/11	Mon 3/28/11
Construct Software Components	28 days	Thu 2/17/11	Mon 3/28/11
Produce Online Help (if applicable)	28 days	Thu 2/17/11	Mon 3/28/11

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Produce Operating Software	40 days	Thu 2/17/11	Wed 4/13/11
Construct Control Software	28 days	Thu 2/17/11	Mon 3/28/11
Construct Database Control Software	28 days	Thu 2/17/11	Mon 3/28/11
Perform Unit Testing	40 days	Thu 2/17/11	Wed 4/13/11
Analyze Test Results	28 days	Thu 2/17/11	Mon 3/28/11
Execute Unit Test Plan	28 days	Thu 2/17/11	Mon 3/28/11
Repair Defects and Retest	28 days	Thu 2/17/11	Mon 3/28/11
Track Defects	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Unit Test Report</i>	28 days	Thu 2/17/11	Mon 3/28/11
Produce Supporting Documentation	40 days	Thu 2/17/11	Wed 4/13/11
Produce End User Guide	28 days	Thu 2/17/11	Mon 3/28/11
Produce Production Guide	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: User Guide</i>	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Production Guide</i>	28 days	Thu 2/17/11	Mon 3/28/11
Package Reusable Components	40 days	Thu 2/17/11	Wed 4/13/11
Produce Reusable Components	28 days	Thu 2/17/11	Mon 3/28/11
<i>Deliverable: Reusable Component Documentation</i>	28 days	Thu 2/17/11	Mon 3/28/11
Integration & System Test	36 days	Mon 3/28/11	Mon 5/16/11
Implement Component Reuse	36 days	Mon 3/28/11	Mon 5/16/11
Identify Reusable Components	26 days	Mon 4/11/11	Mon 5/16/11
Reuse Components	26 days	Mon 4/11/11	Mon 5/16/11
<i>Deliverable: Reused Components Manual</i>	26 days	Mon 4/11/11	Mon 5/16/11
Establish Integration Test Environments	36 days	Mon 4/11/11	Mon 5/30/11
Confirm Integration Test Requirements	26 days	Mon 4/11/11	Mon 5/16/11
Perform Integration Tests	36 days	Mon 4/11/11	Mon 5/30/11
Integrate Software Components	26 days	Mon 4/11/11	Mon 5/16/11
Execute Integration Test Plan	26 days	Mon 4/11/11	Mon 5/16/11
Track Defects	26 days	Mon 4/11/11	Mon 5/16/11
Analyze Test Results	26 days	Mon 4/11/11	Mon 5/16/11
Repair Defects & Retest	26 days	Mon 4/11/11	Mon 5/16/11
Establish System Test Environments	36 days	Mon 4/11/11	Mon 5/30/11
Confirm System Test Requirements	26 days	Mon 4/11/11	Mon 5/16/11
Perform System Tests	36 days	Mon 4/11/11	Mon 5/30/11
Execute System Test Plan	26 days	Mon 4/11/11	Mon 5/16/11
Track Defects	26 days	Mon 4/11/11	Mon 5/16/11
Analyze Test Results	26 days	Mon 4/11/11	Mon 5/16/11
Repair Defects & Retest	26 days	Mon 4/11/11	Mon 5/16/11
Package Reusable Components	36 days	Mon 4/11/11	Mon 5/30/11
Produce Reusable Components	26 days	Mon 4/11/11	Mon 5/16/11
<i>Deliverable: Reusable Component Documentation</i>	26 days	Mon 4/11/11	Mon 5/16/11
User Acceptance Testing	0 days	Mon 5/16/11	Mon 5/16/11
Implement Component Reuse	0 days	Mon 5/16/11	Mon 5/16/11
Identify Reusable Components	26 days	Mon 5/16/11	Mon 6/20/11
Reuse Components	26 days	Mon 5/16/11	Mon 6/20/11
<i>Deliverable: Reused Components Manual</i>	26 days	Mon 5/16/11	Mon 6/20/11

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Establish User Acceptance Test Environment	26 days	Mon 5/16/11	Mon 6/20/11
Confirm Acceptance Test Criteria	26 days	Mon 5/16/11	Mon 6/20/11
Transfer Knowledge to Acceptance Test Team	26 days	Mon 5/16/11	Mon 6/20/11
Perform Client Acceptance Testing	26 days	Mon 5/16/11	Mon 6/20/11
Execute User Acceptance Test Plan	26 days	Mon 5/16/11	Mon 6/20/11
Track Defects	26 days	Mon 5/16/11	Mon 6/20/11
Analyze Test Results	26 days	Mon 5/16/11	Mon 6/20/11
Repair Defects & Retest	26 days	Mon 5/16/11	Mon 6/20/11
<i>Deliverable: User Acceptance Test Report</i>	26 days	Mon 5/16/11	Mon 6/20/11
Package Reusable Components	26 days	Mon 5/16/11	Mon 6/20/11
Produce Reusable Components	26 days	Mon 5/16/11	Mon 6/20/11
<i>Deliverable: Reusable Component Documentation</i>	26 days	Mon 5/16/11	Mon 6/20/11
Systems Implementation	0 days	Mon 6/20/11	Mon 6/20/11
Implement Component Reuse	0 days	Mon 6/20/11	Mon 6/20/11
Identify Reusable Components	0 days	Thu 6/30/11	Thu 6/30/11
Reuse Components	0 days	Thu 6/30/11	Thu 6/30/11
<i>Deliverable: Reused Components Manual</i>	0 days	Thu 6/30/11	Thu 6/30/11
Confirm Implementation Site	0 days	Thu 6/30/11	Thu 6/30/11
Review Delivery Plan	0 days	Thu 6/30/11	Thu 6/30/11
Verify Client Readiness	0 days	Thu 6/30/11	Thu 6/30/11
Verify Site Readiness	0 days	Thu 6/30/11	Thu 6/30/11
<i>Deliverable: Implementation Report</i>	0 days	Thu 6/30/11	Thu 6/30/11
Establish Production Environment	0 days	Thu 6/30/11	Thu 6/30/11
Implement Production Environment	0 days	Thu 6/30/11	Thu 6/30/11
Produce Installation Material	0 days	Thu 6/30/11	Thu 6/30/11
Produce Installation Guide	0 days	Thu 6/30/11	Thu 6/30/11
Produce Installation Kit	0 days	Thu 6/30/11	Thu 6/30/11
Evaluate Component Reuse	0 days	Thu 6/30/11	Thu 6/30/11
Develop Reuse Evaluation Report	0 days	Thu 6/30/11	Thu 6/30/11
<i>Deliverable: Reuse Evaluation Report</i>	0 days	Thu 6/30/11	Thu 6/30/11
Convert Data	0 days	Thu 6/30/11	Thu 6/30/11
Install Conversion Software	0 days	Thu 6/30/11	Thu 6/30/11
Execute Conversion	0 days	Thu 6/30/11	Thu 6/30/11
Initialize Data	0 days	Thu 6/30/11	Thu 6/30/11
Install Information System	0 days	Thu 6/30/11	Thu 6/30/11
Install In Production Environment	0 days	Thu 6/30/11	Thu 6/30/11
Verify System Operation Status	0 days	Thu 6/30/11	Thu 6/30/11
Provide Post Implementation Support	0 days	Thu 6/30/11	Thu 6/30/11
<i>Deliverable: Post Implementation Support</i>	0 days	Thu 6/30/11	Thu 6/30/11
Package Reusable Components	0 days	Thu 6/30/11	Thu 6/30/11
Produce Reusable Components	0 days	Thu 6/30/11	Thu 6/30/11
<i>Deliverable: Reusable Component Documentation</i>	0 days	Thu 6/30/11	Thu 6/30/11
Deployment	0 days	Thu 6/30/11	Thu 6/30/11
Confirm Deployment Site	0 days	Thu 6/30/11	Thu 6/30/11
Review Delivery Plan	0 days	Thu 6/30/11	Thu 6/30/11

2011-047 Exhibit I Work Plan

Initial All Pages:

Contractor's initials: RAH

Exhibit I

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STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM
CONTRACT 2011-047-PART 3
EXHIBIT I
WORK PLAN

Review Previous Implementation Report	0 days	Thu 6/30/11	Thu 6/30/11
Verify Client Readiness	0 days	Thu 6/30/11	Thu 6/30/11
Verify Site Readiness	0 days	Thu 6/30/11	Thu 6/30/11
Manage Implementation	0 days	Thu 6/30/11	Thu 6/30/11
Establish Production Environment	0 days	Thu 6/30/11	Thu 6/30/11
Convert Data	0 days	Thu 6/30/11	Thu 6/30/11
Install Information System	0 days	Thu 6/30/11	Thu 6/30/11
Provide Post Implementation Support	0 days	Thu 6/30/11	Thu 6/30/11

2011-047 Exhibit I Work Plan

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Contractor's initials: RAH

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**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM
CONTRACT 2011-047-PART 3
EXHIBIT J
SOFTWARE LICENSE**

The State shall receive a worldwide, perpetual, irrevocable, and non-exclusive paid up right and license to use, copy, modify and prepare derivative works of any custom developed software for the Fish and Game Department's exclusive use.

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM
CONTRACT 2011-047-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Services

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

1.2 Software

Axiom warrants that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

1.3 Non-Infringement

Axiom warrants 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 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

Axiom warrants 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.

1.5 Compatibility

Axiom warrants 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.

1.6 Services

Axiom warrants 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.

1.7 Personnel

Axiom 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.

**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM
CONTRACT 2011-047-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

2. 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, between 8:00 am and 6:00 pm 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. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- e. 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;
 6. Resolved by;
 7. Identifying number i.e. work order number;
 8. Issue identified by;
- f. 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
- g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than fifteen (15) minutes, unless specifically extended in writing by the State and at no additional cost to the State.

In the event 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.

2011-047 Exhibit K-Warranties and Warranty Services

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Exhibit K

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**STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM
CONTRACT 2011-047-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

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.

3. WARRANTY PERIOD

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for 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.

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FISH AND GAME LICENSING SYSTEM
CONTRACT 2011-047-PART 3
EXHIBIT L
TRAINING SERVICES**

Axiom shall provide the following Training Services:

Team Axiom will conduct multiple management training sessions throughout system implementation.
Team Axiom staff will conduct and oversee the training program.

A. TRAINING

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

1. Delivery Method -Instructor-Led Class Training

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

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

2. Project Team Developed Training

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

- 1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	AxiomTeam	State of NH
Develop Training Plan	Lead the development and implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements. Detail roles, course content, and estimated course length.	Assist to analyze skill requirements. Assist to detail roles, course content, and estimated length.

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EXHIBIT L
TRAINING SERVICES**

User Training Approach	Role and Responsibility	
	AxiomTeam	State of NH
Produce Training Materials and End-User Documentation	Lead the development of materials and documentation to include: Axiom providing baseline documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	Axiom and the State will together Conduct Train-the-Trainers for the State's Central Support Group through implementation. Axiom will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness		

c. Key User Training Approach Activities

1) Identify State End Users

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

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

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

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

- 2) Develop Training Plan** Axiom Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4)

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CONTRACT 2011-047-PART 3
EXHIBIT L
TRAINING SERVICES**

offer training solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

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

- 3) **Develop Training Curriculum** Axiom shall develop a recommended training curriculum for the State of New Hampshire End Users.
- 4) **Produce Training Materials and End-User Documentation** Axiom team shall lead the efforts to produce the training materials and end-user documentation.

STATE OF NEW HAMPSHIRE
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EXHIBIT M

NH FISH AND GAME RFP 2011-047 (WITH ADDENDA) INCORPORATED

NH Department of Fish and Game RFP 2011-047, with all included addenda, are included by reference as binding deliverables to this contract.

2011-047 Exhibit M-Agency RFP with Addendums

Initial All Pages:

<Contractor Name> Initials

RAH

Exhibit M

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STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
FISH AND GAME LICENSING SYSTEM
CONTRACT 2011-047-PART 3
EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

Axiom proposal to NH Department of Fish and Game is incorporated herein by reference.

2011-047 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

Contractor's Initials RAH

Exhibit N

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**STATE OF NEW HAMPSHIRE
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CONTRACT 2011-047-PART 3
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

2011-047 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials RAH

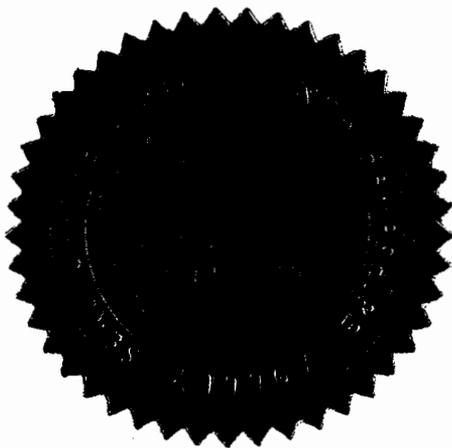
Exhibit O

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Axiom Corporation doing business in New Hampshire as Axiom of Virginia, a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on February 8, 2011. 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 8th day of February, A.D. 2011

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE
(Corporation Without Seal)

I, Jennifer H. House, do hereby represent and certify that:

- (1) I am Vice President of Axiom Corporation dba in New Hampshire Axiom of Virginia, an S corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on February 17, 2011, which meeting was duly held in accordance with Virginia law and the by-laws of the Corporation.
- (5) The signature of Roger A. House, President and CEO of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Vice President of the Corporation.
February 17, 2011.

Jennifer H. House
Jennifer H. House, Vice President
Axiom Corporation dba in New Hampshire Axiom of Virginia

STATE OF Georgia

COUNTY OF Fulton

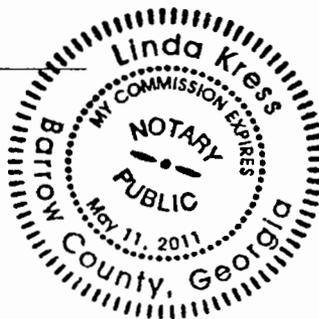
On this the 17th day of February, 2011, before me,

Jennifer H. House, personally appeared and acknowledged her to be the Vice President, of Axiom Corporation dba in New Hampshire Axiom of Virginia, a Virginia corporation, and that she, as such being authorized to do so, executed the foregoing instrument.

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

Linda Kress
Notary Public/Justice of the Peace

My Commission Expires:
5/11/11





New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

RG# 1166762
100 13334
Governor & Council Approved
Date: 4/11/16
Item #: 52

52
mac

TDD Access: Relay NH 1-800-735-2964
FAX: (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

April 11, 2016

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a sole source contract with Sovereign Sportsman Solutions, LLC, (S3) Nashville Tennessee, vendor code #230940, in the amount of \$209,100 to develop and implement an online registration and Event Manager software system for Fish and Game's Education and Outreach programs effective upon Governor and Council approval through June 30, 2019. Funding is 100% Federal.

Funding for this contract is available in the Hunter Education account contingent upon availability and continued appropriations for State Fiscal Years 2016, 2017, 2018 and 2019 as follows:

03 75 75 751020 21210000-Public Info & Conservation Edu-Hunter Education Program

		<u>FY2016</u>	<u>FY2017</u>	<u>FY2018*</u>	<u>FY2019*</u>
20-07500-21210000-046-500464	Consultants	\$97,500	\$37,200	\$37,200	\$37,200

*Pending Budget Approval

EXPLANATION

The New Hampshire Fish and Game Department is expanding its online registration services to improve upon existing education programs and recruitment, retention and reactivation efforts. The new system will provide improved online registration and faster electronic services for accessing Hunter Education certification numbers. S3 is currently the NHFG licensing database and online licensing vendor. Sole Source is requested because as the licensing vendor they are the a sole source for creating the code and integration with the licensing database to offer these expanded services without compromising IT security or proprietary software.

The Office of Information Technology has approved this contract, DoIT No. 2016-012.

Respectfully submitted,

Glenn Normandeau
Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Kathy Ann LaBonte
Chief, Business Division