STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of FORESTS and LANDS

172 PEMBROKE ROAD   CONCORD, NEW HAMPSHIRE 03301
PHONE: (603) 271-2214   FAX: (603) 271-6488   WWW.NHDFL.ORG

February 8, 2018

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR) to exercise a two (2) year extension option with the contract with Sovereign Sportsman Solutions LLC (S3) (VC #230940), Franklin, TN, for Online Fire Permit System upon approval of Governor and Executive Council through March 30, 2020. The original contract was approved by Governor and Council on April 3, 2013, item #53C.The State is not expending any funds for this contract. S3 will be charging a fee per transaction and will retain the funds from each transaction to fund the contract.
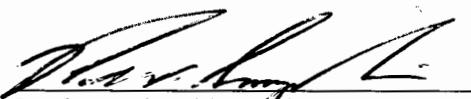
EXPLANATION

Per RSA 227-L:17, a fire permit is required for any outdoor burning whenever the ground is not covered by snow. The State has procured an Online Fire Permit System that allows individuals to apply for and procure, via the Internet, a permit to burn. Paper permits are still available at no cost and are issued by Town Forest Fire Wardens and their deputies. When a person acquires an online permit, notification is automatically sent to the Town Warden so they are aware. The customer pays a transaction fee over the Internet using a credit card. The system incurs no cost to the State. The Vendor, S3, receives a transaction fee for each customer transaction and S3 hosts the system in a secure data center meeting specified PCI standards.
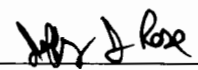
Since the program's inception on November 25, 2013 21,308 fire permits have been obtained through the online program. In 2017 8,722 fire permits were obtained online. The State desires to have S3 continue to host, and maintain the Department's Internet-based permit website.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,   Concurred,

Brad W. Simpkins, Director   Jeffrey J. Rose, Commissioner

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

February 22, 2018

Jeffrey J. Rose, Commissioner
Department of Natural and Cultural Resources
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Sovereign Sportsman Solutions Corporation (S3), of Franklin, TN as described below and referenced as DoIT No. 2013-011A.

This contract amendment exercises the option to extend the current contract with S3. S3 will continue to host the Online Fire Permit System that allows individuals to apply for and ascertain a permit to burn via the Internet. This system will incur no cost to the State. The customer pays a transaction fee over the Internet using a credit card. The contract amendment shall become effective upon Governor and Executive Council approval through March 30, 2020.

A copy of this letter should accompany the Department of Natural and Cultural Resources submission to Governor and Executive Council.

Sincerely,

Denis Goulet

DG/ik
DoIT #2013-011A

cc: Nicole Warren, IT Manager, DoIT

"Innovative Technologies Today for New Hampshire's Tomorrow"

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
ONLINE FIRE PERMITS
CONTRACT 2013-011
CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2013-001, on April 3, 2013, Item #53C, (herein after referred to as the "Agreement"), Sovereign Sportsman Solutions Corporation (hereinafter referred to as "Vendor" or "S3") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Natural and Cultural Resources, formerly known as Department of Resources and Economic Development (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, pursuant to the provisions of said Agreement, the State and Contractor hereby wishes to exercise the option to extend the Agreement for an additional two years from March 30, 2018 to March 30, 2020;

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from March 30, 2018 to March 30, 2020.

2. The Agreement is further amended as described in Table 1:

Table 1

Contract #2013-011 Part 2 Section Number	AMENDED TEXT
1.2	Replace Order of Precedence with: **1.2 Order of Precedence** In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern: **a.** State of New Hampshire, Department of Natural and Cultural Resources Contract 2013-011 Amendment 1. **b.** *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1. **c.** *General Contract Requirements* in Section 6 of the RFP document. **d.** State of New Hampshire, Department of Resources and Economic Development Contract 2013-011 parts 2 and 3. **e.** RFP 2013-001 Forests and Lands Online Fire Permit System RFP August 2, 2012 with addendum(s) 1, 2 and 3 incorporated; then **f.** The S3 Proposal, dated August 2, 2012
16	Delete: Dispute Resolution Responsibility and Schedule Table and replace with:

	LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
	Primary	Bob Ramey – S3 VP of Business Development	State Project Manager (PM)	5 Business Days
	First	Eric Richey – S3 CEO	State Project Management Team (PMT)	10 Business Days
	Second	Eric Richey – S3 CEO	Jeffrey Rose Commissioner	15 Business Days

Part 3 **Exhibit B** **Table 2** *S3's Rates Pricing Worksheet*	Add SFY 2019 and SFY 2020 to S3's Rates Pricing Worksheet table:

Table 2 – S3's Rates Pricing Worksheet		
Position Title	SFY 2019 7/1/2028-6/30/2019	SFY 2020 7/1/2019-6/30/2020
Project Manager	$90.00/hr.	$90.00/hr.
Business Analyst	$87.00/hr.	$87.00/hr.
Database Admin	$95.00/hr.	$95.00/hr.
Developer	$85.00/hr	$85.00/hr.

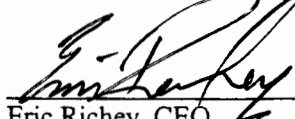| Part 3 **Exhibit B** **Section 2.** **TOTAL CONTRACT COMPENSATION**	Replace with: The State is not expending any funds for this contract. S3 will be charging a fee per transaction and will retain the funds from each transaction. This is for the contract period between the Effective Date through March 30, 2020. S3 shall be responsible for performing its obligations in accordance with the Contract. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

Table 2 CONTRACT HISTORY 2013-011 – Forest and Lands Online Fire Permit System Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2013-011	Original Contract	April 3, 2013 Item #53C	March 30, 2018	N A
2013-011 Amendment 1	Extension		March 30, 2020	N A
	CONTRACT TOTAL			N/A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
ONLINE FIRE PERMITS
CONTRACT 2013-011
CONTRACT AMENDMENT 1

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

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

Date: 2/8/18

Eric Richey, CEO
Sovereign Sportsman Solutions Corporation

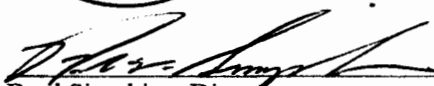**Corporate Signature Notarized:**
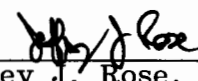
STATE OF Tennessee

COUNTY OF DAVIDSON

On this the 9th day of February, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

My Commission Expires: 7-6-2020

State of New Hampshire
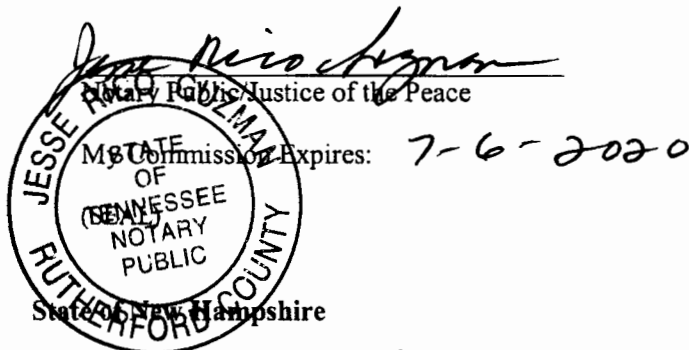
Date: 3/6/18

Brad Simpkins, Director
State of New Hampshire
Department of Natural and Cultural Resources
Division of Forests and Lands

Date: 3/6/18
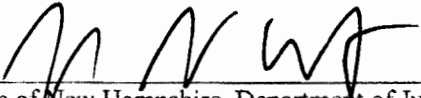
Jeffrey J. Rose, Commissioner
State of New Hampshire
Department of Natural and Cultural
Resources

Initial all pages
Vendor Initials: ER   Date: 2/8/18

Page 4 of 5

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

_____
State of New Hampshire, Department of Justice

Date: __2/27/18__

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

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**
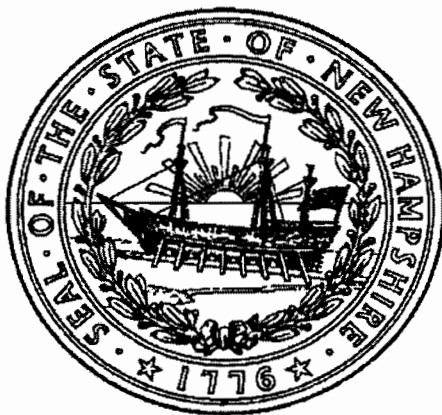
IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of February A.D. 2018.

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:
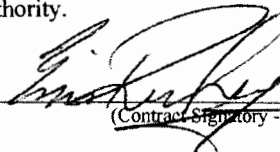   (Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

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.

   _____
   (Contract Signatory - Signature)

   _____February 16, 2018_____
        (Date)

STATE OF _____Tennessee_____

COUNTY OF _____Davidson_____
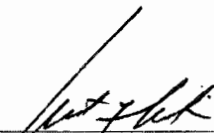
On this the _23rd_ day of _February_ 20 _18_, before me _____Kristi L. Keith_____,
        (Day)   (Month)   (Yr)   (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared _____Eric H. Richey_____, known to me (or
                                            (Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged

that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand

and official seal.

        (NOTARY SEAL)   _____
                                    (Notary Public / Justice of the Peace -Signature)

Commission Expires: ___9/10/2019___

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2018

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	CONTACT NAME: Penny Bouchard
BOLT Insurance Agency 10 Waterside Drive Suite 202 Farmington CT 06032	PHONE (A/C, No. Ext): (800)216-4171 — FAX (A/C, No): (860)777-2621 E-MAIL ADDRESS: pbouchard@boltinsurance.com

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : The Hartford	
Sovereign Sportsman Solutions, LLC 120 31st Ave N. Nashville TN 37203	INSURER B : Gateway Underwriters	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: CL1822617137   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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**X** COMMERCIAL GENERAL LIABILITY CLAIMS-MADE **X** OCCUR			72SBMAP7337	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
	GEN'L AGGREGATE LIMIT APPLIES PER: **X** POLICY PRO-JECT LOC OTHER:						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Policy Fee	$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS **X** HIRED AUTOS **X** NON-OWNED AUTOS			72SBMAP7337	6/5/2017	6/5/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE — OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Errors & Ommissions			W20C33170101	11/6/2017	11/6/2018	limit	1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Dept. of Natural & Cultural Division of Forests & Lands 172 Pembroke Rd Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Valerie Adams/VADAMS *Valerie A. Adams*

ACORD 25 (2014/01)   The ACORD name and logo are registered marks of ACORD

INS025 (201401)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2018

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

PRODUCER	CONTACT NAME:		
Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	PHONE (A/C, No, Ext): (480) 951-4177		FAX (A/C, No): (480) 951-4266
	E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Zurich Insurance Company		40142
INSURED	INSURER B :		
10 - Century II Staffing, Inc. dba: A Division of Oasis Alt. Emp: Sovereign Sportsman Solution, LLC	INSURER C :		
4844 North 300 West Suite 100	INSURER D :		
Provo, UT 84604	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER:17UT314920406   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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 01-19-987-01	06/01/2017	06/01/2018	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	06/01/2017	06/01/2018	Client# 10945-TN	

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

Coverage is provided for only those co-employees of, but not subcontractors to:

Sovereign Sportsman Solution, LLC
4336 Kenilwood Dr
Nashville, TN 37204

CERTIFICATE HOLDER	CANCELLATION
Sovereign Sportsman Solution, LLC 4336 Kenilwood Dr Nashville, TN 37204	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 *Andy Atsaves*

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

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road   P.O. Box 1856   Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdfl.org

March 14, 2013

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED) to enter into a contract with Sovereign Sportsman Solutions LLC (S3) (VC #230940), Franklin, TN, for Online Fire Permit System upon approval of Governor and Executive Council through March 30, 2018. The State is not expending any funds for this contract. S3 will be charging a fee per transaction and will retain the funds from each transaction to fund the contract.

EXPLANATION

Per RSA 227-L:17, a fire permit is required for any outdoor burning whenever the ground is not covered by snow. Currently paper permits are issued by Town Forest Fire Wardens and their deputies. The State wishes to procure an Online Fire Permit System that will allow individuals to apply for and procure, via the Internet, a permit to burn. When a person acquires an online permit, notification will automatically be sent to the Town Warden so they are aware. The customer will pay a transaction fee over the Internet using a credit card. The system will incur no cost to the State. The Vendor, S3, will receive a transaction fee for each customer transaction and S3 will host the system in a secure data center meeting specified PCI standards.

The State desires to have S3 provide a commercial off-the-shelf database-driven permitting application available to the general public through the Internet.   This application conforms to accepted industry standards and will securely allow the user to obtain fire permits and pay an appropriate transaction fee using a credit card. S3 will develop, implement, host, and maintain the Department's Internet-based permit website.

Currently the State prints approximately 100,000 paper permits annually that are provided to the permit issuers at no cost. This system will reduce that printing expenditure, as well as collect statistical data pertaining to fire permits issued throughout the State. It may also reduce the Cost Share expenditure the State is obligated to reimburse local departments for the time their staff spends issuing written permits. This system will allow local departments and State forest rangers to be notified and track

permits issued in their jurisdiction. Implementation of this system should reduce the time required of local fire department personnel to issue written permits, thereby allowing them to focus on other fire related duties. The system is designed to provide notification of permits issued and statistical data that is currently unavailable.

The option of contracting with Department of Information Technology (DoIT) to develop an on-line fire permitting software application was not viable due to the costs involved. The Division of Forests and Lands has zero funds budgeted to accommodate this project.

During Fiscal Year 2012, DoIT assisted DRED with the development of RFP 2013-011 to ensure that State standards are met and that the technical and security issues that would be essential to the success of the project have been addressed. On July 3, 2012 issued RFP 2013-011 to vendors. It was posted on the Department of Administrative Services purchasing website and a notification was emailed to over 800 technology vendors. Two vendors submitted proposals. Based upon the evaluation criteria published in the RFP, S3 scored the highest number of points. The RFP Scoring Summary is attached.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,   Concurred,

Brad W. Simpkins, Interim Director   Philip A. Bryce, Acting Commissioner

Program Name: Online Fire Permit System
Contract Purpose: To implement a data system for individuals to procure via the internet a permit to burn

RFP Score Summary

Company	Company Address	2013-011 DRED Online Fire Permits				
		Proposed Software Solution 30 Pts max	Vendor Technical, Service and Project Mgmt 25 Points Max	Vendor Company and Staff Qualifications 25 Points Max	Solution Cost 20 Pts Max	TOTAL 100 Pts Max
Sovereign Sportsman Solutions LLC	241 Peachtree St Suite 400 Atlanta, GA 30303					
Online Solutions Inc	1101 East Warner Rd Suite 160 Tempe, AZ 85284					

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
	1	Nicole Warren	Information Technology Manager	DoIT/DRED	Nicole has 12 years experience as an IT manager for DoIT/DRED
	2	Bryan Nowell	Forest Ranger III	DRED/Forests & Lands	Bryan has been a Forest Ranger for 26 years
	3	Rhonda Perry	Administrative Supervisor	DRED/Forests & Lands	Rhonda has 9 years experience reviewing and oversight of State contracts

Peter C. Hastings
Acting Commissioner

March 14, 2013

Jeffery Rose, Commissioner
State of New Hampshire
Department of Resources and Economic Development
172 Pembroke Road
Concord, NH 03302-1856
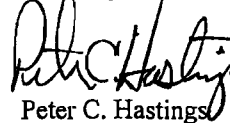
Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Sovereign Sportsman Solutions Corporation (S3), of Franklin, TN as a result of RFP 2013-011 Forests and Lands Online Fire Permit System as described below and referenced as DoIT No. 2013-011.

> This is a request for approval to enter into a contract to procure an Online Fire Permit System that will allow individuals to apply for and ascertain a permit to burn via the Internet. When a person acquires an on-line permit, notification will automatically be sent to the Town Warden so they are aware. The customer will pay a transaction fee over the Internet using a credit card. This system will incur no cost to the State. The contract shall become effective upon Governor and Executive Council approval and extend through March 30, 2018.

A copy of this letter should accompany the Department of Resources and Economic Development's submission to Governor and Executive Council.

Sincerely,

Peter C. Hastings

PCH/ltm
DoIT 2013-011

cc: Nicole Warren, DoIT
    Leslie Mason, DoIT
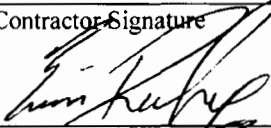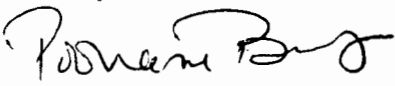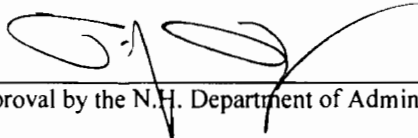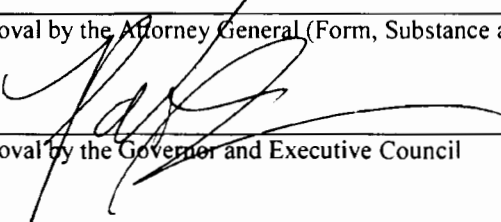
Subject: **FOREST AND LANDS ONLINE FIRE PERMIT SYSTEM**

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name Department of Resources and Economic Development	1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301
1.3 Contractor Name Sovereign Sportsman Solutions, LLC	1.4 Contractor Address 2550 Meridian Blvd, Suite #350, Franklin, TN 37067

1.5 Contractor Phone Number 615-496-7555	1.6 Account Number N/A	1.7 Completion Date March 30, 2018	1.8 Price Limitation N/A

1.9 Contracting Officer for State Agency Brad Simpkins	1.10 State Agency Telephone Number 603-271-2214

1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Eric Richey - CEO of Soveraign Sportsman Solutions.

1.13 Acknowledgement State of _TN_ , County of _DAVIDSON_

On _3\|12\|13_ , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]
1.13.2 Name and Title of Notary or Justice of the Peace POONAM BELY (ASST. MGR).

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Philip A. Bryce, Acting Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N|A   Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 3/20/13
1.18 Approval by the Governor and Executive Council By: On:

Document Version 01/09

Contractor Initials _____

Date 3/u/13

Document Version 01/09

Contractor Initials _ER_
Date _3/11/13_

15. WORKERS' COMPENSATION ███

16. WAIVER OF BREACH ███

17. NOTICE ███

18. AMENDMENT ██ New Hampshire

19. CONSTRUCTION OF AGREEMENT AND TERMS ██ law of the State of New Hampshire ██ in favor of any party.

20. THIRD PARTIES ██

21. HEADINGS ███ aid in the interpretation or construction of the terms of the provisions of this Agreement.

22. SPECIAL PROVISIONS Additional provisions ██████████████████████████████████████ reference.

23. SEVERABILITY ███ effect.

24. ENTIRE AGREEMENT ██ Agreements and understandings relating hereto.

Contractor Initials _____
Date 3/4/13

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMITS
CONTRACT 2013-011
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 S3 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.
AGILE / SCRUM	S3's Software Development LifeCycle (SDLC) methodology. SCRUM Agile software development is a conceptual framework for undertaking software engineering projects. This method minimizes project risk by developing software in short "time-boxes" called **"Iterations"**, which typically last one to four weeks. Each iteration is like a miniature software project of its own, and includes all the tasks necessary to release the mini-increment of new functionality: planning, requirements analysis, design, coding, testing, and documentation.
Agreement	A Contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or System.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
CM	Configuration Management
Certification	S3's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that S3 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.
Change Control Board (CCB)	S3's internal committee responsible for reviewing requested changes to the system requirements and/or expected deliverables of the Burn Permit product line then determining the impact of these

	changes on the overall delivery timeline. This committee generally includes at least one member of the client project team.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and S3 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 3: *Contract Management*).
Contracted Vendor/Vendor	The Vendor's whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	A non-developmental component of a purchased software application that must be configured for installation, but may also require code modification to meet the State's unique Specifications.
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 S3 specifically for this project for the State of New Hampshire.
Custom Software	Software developed by S3 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 S3 during the Contract Term.
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate

	and require re-performance of the Service.
	Class B Deficiency – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service.
	Class C Deficiency – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by S3 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 S3's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council
Harvest	Software to archive and/or control versions of Software.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a System or application for security purposes and the validation of those users.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and

	technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including but not limited to: Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by S3 as essential to work on the Project.
Licensee	The State of New Hampshire
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g. meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to S3 to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R: 10 and RSA 21-R: 11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R: 10 and RSA 21-R: 13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
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 S3'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 S3 to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and S3'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 S3 on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
S3 (Sovereign Sportsman Solutions)	Contracted vendor providing the COTS application
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. S3 allows the use of the Software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between S3 and the State specifying the level of Service that is expected of, and provided by, S3 during the term of the Contract.
Services	The work or labor to be performed by S3 on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by S3 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 S3 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.
Sprint	A sprint is the basic unit of development in S3's Agile SCRUM Software Development LifeCycle (SDLC) methodology. The sprint is a "timeboxed" effort, i.e. it is restricted to a specific duration. The duration is fixed in advance for each sprint and is normally between one week and one month.
State	State is defined as: State of New Hampshire Department of Resources and Economic Development 172 Pembroke Rd. 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 S3. The Contract Agreement SOW defines the results that S3 remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, S3, which is performing Services under this Contract under a separate Contract with or on behalf of S3.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: **(1)** consistent with Statement of Work within statement of Services; **(2)** not constitute a new assignment; and **(3)** not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It

	may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when 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 accounts within an organization.
Vendor/ Contracted Vendor	S3, whose proposal or quote was awarded the Contract with the State, and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which S3 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 S3 during the Warranty Period.
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 RFP 2013-001 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 S3 either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMITS
CONTRACT 2013-011
CONTRACT AGREEMENT - PART 2

INTRODUCTION
This Contract is by and between the State of New Hampshire, acting through Department of Resources and Economic Development ("State"), and Sovereign Sportsman Solutions, LLC ("S3"), having its principal place of business at 2550 Meridian Blvd, Suite #350, Franklin, TN 37067.

RECITALS

The State desires to have S3 provide a commercial-off-the-shelf database-driven permitting application available to the general public through the internet. This application will securely, conforming to accepted industry standards, allow the user to obtain fire permits and pay an appropriate transaction fee using a credit card. S3 will develop, implement, host, and maintain the Department's Internet based permit website.

S3 wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

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

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – Consolidated Exhibits
    Exhibit A- Contract Deliverables
    Exhibit B- Fee Schedule
    Exhibit C- Special Provisions
    Exhibit D- Administrative Services
    Exhibit E- Implementation Services
    Exhibit E-1 – Security and Infrastructure
    Exhibit F- Testing Services
    Exhibit G- Maintenance and Support Services
    Exhibit G-1 - Security
    Exhibit H- (Priority 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- S3 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
b. *General Contract Requirements* in Section 6 of the RFP document.
c. State of New Hampshire, Department of Resources and Economic Development Contract 2013-011 parts 2 and 3.
d. RFP 2013-001 Forests and Lands Online Fire Permit System RFP August 2, 2012 with addendum(s) 1, 2 and 3 incorporated; then
e. The S3 Proposal, dated August 2, 2012

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 March 30, 2018. The Term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond March 30, 2020.

S3 shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require S3 to commence work prior to the Effective Date; however, if S3 commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of S3. In the event that the Contract does not become effective, the State shall be under no obligation to pay S3 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 S3'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: *Fee Schedule*

2.2 Non-Exclusive Contract

This State is not expending any funds for this contract. S3 will be charging a fee per transaction and will retain the funds from each transaction to fund the contract. This is for the contract period between the Effective Date through March 30, 2018. S3 shall be responsible for performing its obligations in accordance with 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. S3 shall not be responsible for any delay, act,

or omission of such other contractors, except that S3 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 S3.

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both S3 and State personnel. S3 shall provide all necessary resources to perform its obligations under the Contract. S3 shall be responsible for managing the Project to its successful completion.

3.1 S3's Contract Manager

S3 shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. S3's Contract Manager is:

Bob Ramey
VP of Business Development
1055 Caitlin Trail
Smyrna, TN 37167
Tel: 615-496-7555
Fax: 615-825-0003
Email: bramey@s3gov.com

3.2 S3's Project Manager

3.2.1 Contract Project Manager

S3 shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. S3's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed S3 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of S3'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

S3 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 S3's representative for all administrative and management matters. S3's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit 1, Section 2. S3'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. S3's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3

S3 shall not change its assignment of S3 Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of S3's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than S3 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. S3 shall assign a replacement Project Manager within ten (10) business days of the departure of the prior S3 Project Manager, and S3 shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim S3 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 S3 in default and pursue its remedies at law and in equity, if S3 fails to assign an S3 Project Manager meeting the requirements and terms of the Contract.

3.2.5 S3 Project Manager is:
> Eric Richey
> CEO/Project Executive Sponsor/Manager
> 1055 Caitlin Trail
> Smyrna, TN 37167
> Tel: 615-496-7555
> Fax: 615-825-0003
> Email: erichey@s3gov.com

3.3 S3 Key Project Staff

3.3.1 S3 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 S3 Key Project Staff. The State reserves the right to require removal or reassignment of S3's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Part 2, Section 3.6: *Reference and Background Checks.*

3.3.2 **3.3.2** S3 shall not change any S3 Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of S3 Key Project Staff will not be unreasonably withheld. The replacement S3 Key Project Staff shall have comparable or greater skills than S3 Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks.*

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare S3 in default and to pursue its remedies at law and in equity, if S3 fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with S3's replacement Project staff.

3.3.3.1 S3 Key Project Staff shall consist of the following individuals in the roles identified below:

S3's Key Project Staff:

Key Member(s)	Title
Eric Richey	CEO
Randall Forsha	CTO
Bob Ramey	VP of Business Development

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:

Bryan Nowell
Department of Resources and Economic Development
172 Pembroke Road
Tel: (603) 271-2214
Email: bryan.nowell@dred.state.nh.us

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 the Contracted Vendors;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of change proposals; and
g. Managing stakeholders' concerns.

The State Project Manager is:

Bryan Nowell
Department of Resources and Economic Development
172 Pembroke Road
Tel: (603) 271-2214
Email: bryan.nowell@dred.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of S3 Project Manager and S3 Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 Vendor Responsibilities

S3 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.

S3 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*. S3 must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider S3 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

S3 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, S3 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 S3 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 S3 in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of S3's written Certification. If the State rejects the Deliverable, the State shall notify S3 of the nature and class of the Deficiency and S3 shall correct the Deficiency within the period identified in the Work Plan. If no period for S3's correction of the Deliverable is identified, S3 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 S3 of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If S3 fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require S3 to continue until the Deficiency is corrected, or immediately terminate the Contract, declare S3 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 Services* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 COTS Software and Documentation

S3 shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms.*

5.2 COTS Software Support and Maintenance

S3 shall provide the State with Software support and maintenance services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms.*

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:
   a. Remove or modify any program markings or any notice of S3's proprietary rights;
   b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
   c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5.4 Title

S3 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

S3 shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services.*

7. SERVICES

S3 shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 Administrative Services

S3 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

S3 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

S3 shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services.*

7.4 Training Services

S3 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

S3 shall provide the State with maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *Maintenance and Support Services.*

8. WORK PLAN DELIVERABLE

S3 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.* S3 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 S3 from liability to the State for damages resulting from S3'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, S3 must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of S3 or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by S3 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 S3'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 S3's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of S3's receipt of a Change Order, S3 shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

S3 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 S3's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from S3 to the State and the State acceptance of S3'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

All title rights and interest in the COTS application shall remain with S3. The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

10.1 State's Data

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

10.2 Vendor's Materials

Subject to the provisions of this Contract, S3 may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, S3 shall not distribute any products containing or disclose any State

Confidential Information. S3 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 S3 employees or third party consultants engaged by S3.

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 used to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

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

10.4 Custom Software Source Code

S3 shall provide the State with a copy of the source code for the Custom Software.

10.5 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, S3 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)*. S3 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 S3's performance under the Contract.

11.2 State Confidential Information

S3 shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that

becomes available to S3 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. S3 shall immediately notify the State if any request, subpoena or other legal process is served upon S3 regarding the State Confidential Information, and S3 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, S3 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 Vendor Confidential Information

Insofar as S3 seeks to maintain the confidentiality of its confidential or proprietary information, S3 must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that S3 considers the Software and Documentation to be Confidential Information. S3 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 S3 as confidential, the State shall notify S3 and specify the date the State will be releasing the requested information. At the request of the State, S3 shall cooperate and assist the State with the collection and review of S3's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be S3's sole responsibility and at S3's sole expense. If S3 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 S3, without any liability to S3.

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 S3 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 S3

Subject to applicable laws and regulations, in no event shall S3 be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and S3's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to S3'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.

12.2 State's Immunity

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

12.4 Survival

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

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of S3 shall constitute an event of default hereunder ("Event of Default")

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

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

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

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

    a. Unless otherwise provided in the Contract, the State shall provide S3 written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice, unless otherwise indicated by the State ("Cure Period"). If S3 fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving S3 notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

    b. Give S3 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 S3 during the period from the date of such notice until such time as the State determines that S3 has cured the Event of Default shall never be paid to S3.

    c. Set off against any other obligations the State may owe to S3 any damages the State suffers by reason of any Event of Default.

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

    e. Procure Services that are the subject of the Contract from another source and S3 shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

    13.1.2 S3 shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to S3. In the event of a termination for convenience, the State shall pay S3 the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Fee Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, S3 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 S3 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 S3, the State shall be entitled to pursue the same remedies against S3 as it could pursue in the event of a default of the Contract by S3.

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 S3 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, S3 shall:

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

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

    c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of S3 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;

    e. Provide written Certification to the State that S3 has surrendered to the State all said property; and

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

14. CHANGE OF OWNERSHIP

In the event that S3 should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with S3, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with S3, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to S3, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 S3 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 S3 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 S3 of any of its obligations under the Contract nor affect any remedies available to the State against S3 that may arise from any event of default of the provisions of the Contract. The State shall consider S3 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 S3 from assigning the Contract to the successor of all or substantially all of the assets or business of S3 provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that S3 should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with S3, its successors or assigns for the full remaining term of the Contract; continue under the Contract with S3, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to S3, 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	Bob Ramey – S3 VP of Business Development	State Project Manager (PM)	5 Business Days
First	Eric Richey – S3 CEO	State Project Management Team (PMT)	10 Business Days
Second	Eric Richey – S3 CEO	Phil Bryce Acting Commissioner	15 Business Days

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

17. ESCROW OF CODE- REVIEW

S3 will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires S3 to put S3's Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:
 a. S3 has made an assignment for the benefit of creditors;
 b. S3 institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
 c. A receiver or similar officer has been appointed to take charge of all or part of S3's assets; or
 d. S3 or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or have ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

18. GENERAL PROVISIONS

18.1 Travel Expenses

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

S3 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 S3 to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for S3's staff.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable state and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide S3 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 S3 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"), S3 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 S3 access or attempt to access any information without having the express authority to do so.

c. That at no time shall S3 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 S3 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 S3. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if S3 is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". S3 understands and agrees that use of email shall follow State standard policy (available upon request).

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

S3 shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.10 Force Majeure

Neither S3 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 S3's inability to hire or provide personnel needed for S3's performance under the Contract.

18.11 Insurance

18.11.1 S3 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, and name of the individual responsible for the funding of the contracts and his/her address.

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMIT SYSTEM
CONTRACT 2013-011- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

S3 shall provide the State with an Online Fire Permit System which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, S3 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: *Fee Schedule*. Fees will be effective for the Term of this Contract, and any extensions thereof.

2.1 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE-

Implementation Schedule – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable or Milestone	Proposed Date
	Conduct Project Kickoff Meeting	Within 1 week of official contract award April 8, 2013
	Status Meetings	Weekly beginning one week after kickoff meeting. Week of April 15, 2013
	Work Plan	Initial Delivery of high level Work Plan: August 2, 2012 Revision 2: 5 business days after Kickoff Meeting:
	Security Plan	Week of April 26, 2013
	Test Plan	Week of May 3, 2013
	Configuration Phase	Configuration phase will be completed on or before the beginning of User Acceptance currently slated for June 29, 2013
	Implementation of Fire Permit Sales System	September 6, 2013
	Implementation of Secure FTP Site	August 2013

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMIT SYSTEM
CONTRACT 2013-011- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

	Conduct Online Fire Permit Testing	June 2013	
	Conduct Secure FTP Site Testing	July 2013	
	User Acceptance Testing for Licensing System	July 2013	
	User Acceptance Testing for Secure FTP Transfer	August 2013	
	Performance Tuning and Stress Testing	August 2013	
	Security Testing	August 2013	
	Regression Testing	September 2013	
	All Systems Documentation	September 2013	
	System Go Live	Week of October 25, 2013	
	Completion of Warranty	TBD	

2. TRAINING DELIVERABLES

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMIT SYSTEM
CONTRACT 2013-011- PART 3
EXHIBIT B
FEE SCHEDULE

1. FEE SCHEDULE

Fees

The Online Fire Permit System shall be self-funded by the fees listed below. S3 shall be the merchant of record with credit card company.

Table B.1 Internet License Transaction Fee

Online Fire Permit Transaction Fee – For each customer transaction, S3's transaction fee + a credit card transaction fee (see details below) as the Total Transaction Fee (TTF) charged to the customer and that the S3 will retain for each transaction processed through the new system.						
Historical Information Over the last few years, each department has issued an average of 1,000 -2,000 permits per year. Approximately 100,000 permits are printed annually and distributed to the towns / Wardens for their use.						
Proposed Transaction Fee Structure	**SFY 2013**	**SFY 2014**	**SFY 2015**	**SFY 2016**	**SFY 2017**	**SFY 2018**
	$3.00 + 3.1% of Transaction	$3.00 + credit card % fee	$3.50 + credit card % fee	$3.50 + credit card % fee	$3.50 + credit card % fee	$3.50 + credit card % fee

S3 reserves the right to assess and modify the credit card transaction fee percentage on an annual basis (if necessary) to account for fluctuations in the national credit card rate fee structures. S3 will notify the State in writing thirty (30) days prior to implementation of the State Fiscal Year rate.

Table 2 – S3's Rates Pricing Worksheet						
Position Title	**SFY 2013** 7/1/2012-6/30/2013	**SFY 2014** 7/1/2013-6/30/2014	**SFY 2015** 7/1/2014-6/30/2015	**SFY 2016** 7/1/2015-6/30/2016	**SFY 2017** 7/1/2016-6/30/2017	**SFY 2018** 7/1/2017-6/30/2018
Project Manager	$75/hr	$80/hr	$87/hr	$87/hr	$90/hr	$90/hr
Business Analyst	$70/hr	$75/hr	$85/hr	$85/hr	$87/hr	$87/hr
Database Admin	$80/hr	$85/hr	$90/hr	$90/hr	$95/hr	$95/hr
Developer	$70/hr	$75/hr	$80/hr	$80/hr	$85/hr	$85/hr

2. TOTAL CONTRACT COMPENSATION

The State is not expending any funds for this contract. S3 will be charging a fee per transaction and will retain the funds from each transaction. This is for the contract period between the Effective Date through March 30, 2018. S3 shall be responsible for performing its obligations in accordance with the Contract.

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

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SPECIAL PROVISIONS

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 S3:   TO STATE:
Eric Richey   State of New Hampshire
1055 Caitlin Trail   Rhonda Perry
Smyrna, TN 37167   Department of Resources and Economic Dev.
Tel: (615) 496-7555   172 Pembroke Rd
                                                      Concord NH, 03301
                                                      Tel: (603) 271-2214

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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.

S3 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 S3 Key Project Staff and State Project leaders from both Department of Resources and Economic Development 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 S3 Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

c. **Status Meetings:** Participants will include, at the minimum, the S3 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 S3 shall serve as the basis for discussion.

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

e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

f. **Exit Meeting:** Participants will include Project leaders from S3 and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects S3 to prepare agendas, 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 S3's responsibility.

The S3 Project Manager or S3 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. The S3's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. S3 shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities;
6. Issues and concerns requiring resolution; and

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ADMINISTRATIVE SERVICES

7. Report and remedies in case of falling behind Schedule.

As reasonably requested by the State, S3 shall provide the State with information or reports regarding the Project. S3 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

S3 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, S3 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

S3 shall agree to the conditions of all applicable state and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

S3 and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. S3 and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. S3 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 S3's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

S3 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 S3 shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E
IMPLEMENTATION SERVICES

S3 shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. S3 shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.

B. S3 and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

C. The S3 team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

D. 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.

E. S3 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.

F. S3 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.

G. S3 shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Implementation

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

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

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

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IMPLEMENTATION SERVICES

1.2.2 Change Management and Training

S3's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

The S3 team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

> Task Name
> **Systems Implementation**
>   **Implement Component Reuse**
>   Identify Reusable Components
>   Reuse Components
>   *Deliverable: Reused Components Manual*
>   **Confirm Implementation Site**
>   Review Delivery Plan
>   Verify Client Readiness
>   Verify Site Readiness
>   *Deliverable: Implementation Report*
>   **Establish Production Environment**
>   Implement Production Environment
>   **Produce Installation Material**
>   Produce Installation Guide
>   Produce Installation Kit
>   **Evaluate Component Reuse**
>   Develop Reuse Evaluation Report
>   *Deliverable: Reuse Evaluation Report*
>   **Convert Data**
>   Install Conversion Software
>   Execute Conversion
>   Initialize Data
>   **Install Information System**
>   Install In Production Environment
>   Verify System Operation Status
>   **Provide Post Implementation Support**
>   *Deliverable: Post Implementation Support*
>   **Package Reusable Components**
>   Produce Reusable Components
>   *Deliverable: Reusable Component Documentation*

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Objective

To make the solution available to the client and ensure they can assume ownership.

Description

This phase is performed in accordance with the Delivery Plan and includes activities related to:

- releasing the deliverables to the user community;
- converting existing data to make it available for the new system;
- assisting the client in tuning the new system;
- providing training and support for using the system;
- installing support facilities to manage system performance requirements.

This phase also implements the Service Level and Warranty Agreements that detail the development and operational responsibilities with respect to system availability and performance.

It is important that the Deployment Plan be updated to reflect changes brought on by issues or problems related to the implementation that will apply to other sites where the system will be deployed.

Activities

■	*Implement Component Reuse*

Definition: To select and reuse existing components in accordance with the policy, procedures and criteria set in the Component Reuse Plan.

Reusing components is an excellent way to cut costs and risks when developing a new system. It avoids redundant work and may help to implement standard solutions that are easier to maintain in the long term.

This activity provides a standard method to search for, select and reuse components. Although this activity is listed at the beginning of the phase, this is not representative of its actual execution time. In fact, whenever a solution or component is designed or developed, the reuse activity should be automatically considered.

Sources to consider for the search and reuse of components in the Implementation phase are:
- Implementation documentation related to the systems being replaced or upgraded as well as the systems that interface with the one being implemented (e.g. installation guides, training materials, and templates for post-installation and conversion reports);
- Implementation processes (installation and conversion scripts) used by other projects to set up the environments;
- Templates for reuse evaluation reports used on other projects;
- Corporate or business unit reuse libraries.

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In addition to the benefits of reusing components, the resulting Reused Components Manual will facilitate the evaluation of the consumer-based reuse that occurred during the project.

TASKS:
- Identify Reusable Components
- Reuse Components

■ ***Confirm Implementation Site***

Definition: To confirm that the implementation site identified by the Delivery Plan is ready for the implementation of the System.

Before starting implementation activities, conduct a review to ensure that the implementation site is prepared as described in the Delivery Plan. This review focuses on the client aspects and infrastructure needed for the successful implementation of the system. Also, this review ensures that the site requirements were not changed between the Design phase and the completion of client acceptance testing. Consider factors such as competition, politics, geography, size and human factors.

The objective is not to re-evaluate the fairness and rationality of the site, but to ensure that the implementation can be performed without any problems and still meet current client priorities.
A summary of the accomplishments of this activity will be included in the Implementation Report.

TASKS:
- Review Delivery Plan
- Verify Client Readiness
- Verify Sites Readiness

■ ***Establish Production Environment***

Definition: To establish an appropriate infrastructure for the execution, support and maintenance of the System to be deployed.

The production environment is the final home of the System where it will serve the client. The infrastructure components required by the System are put in place according to the plan.

This includes:
- All System components (hardware, software, network, etc.);
- Required training facilities;
- System monitoring facilities;
- Infrastructure to run the System at the primary and backup sites;
- Application support according to the Service Level Agreement and the Warranty Agreement.

A summary of the performed activities should be documented in the Implementation Report.

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TASKS:
- Implement Production Environment

■	***Produce Installation Material***

Definition: To facilitate the installation of the System in its operating environment.

The production environment is the final home of the System where it will serve the client. The infrastructure components required by the System are put in place according to the plan.

This includes:
- All System components (hardware, software, network, etc.);
- Required training facilities;
- System monitoring facilities;
- Infrastructure to run the System at the primary and backup sites;
- Application support according to the Service Level Agreement and the Warranty Agreement.

A summary of the performed activities should be documented in the Implementation Report.

TASKS:
- Produce Installation Guide
- Produce Installation Kit

■	***Convert Data (if applicable)***

Definition: To facilitate the installation of the System in its operating environment.

This activity creates and populates all required databases and files in the operating environment. It includes the conversion of data from existing systems and, when required, the manual or automated entry of additional data, and the update of parameters for databases and files. The required data can be contained in a DBMS or in different kinds of files (e.g. VSAM). A summary of the activities completed is included in the Implementation Report.

TASKS
- Install Conversion Software
- Execute Conversion
- Initialize Data

■	***Install Information System***

Definition: To install the Information System in the production environment and verify its operational status.

This activity moves the Information System to the environment in which it was intended to be used. Using the Installation Material, operations personnel complete the installation procedures and then verify that

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the System is operating properly. A summary of the completed activities are included in the Implementation Report.

TASKS:
- Install In Production Environment
- Verify System Operational Status

■	***Provide Post-Implementation Support***

Definition: To assist end users and operations team members in learning, understanding and using the System.

This activity is performed once all development activities (including initial implementation) have been completed. As such, it is not a true development activity, but it is included here so that the client experiences a smooth transition between the development and support stages.

At this point, the System is running in the production environment at the initial implementation site. All maintenance or support requests, or any other service requests from clients, are being logged and managed using the appropriate processes. These processes support all activities required to meet Service Level Agreement or Warranty Agreement requirements. Note that the Warranty Agreement usually covers all reported bugs or defects in the delivered system and therefore related activities must be reported separately.

This activity serves to:
- Provide additional knowledge or training to ensure that the System can be operated, supported and maintained efficiently;
- Assist the client with the operation of the System or support components;
- Ensure that relevant information can be found in the delivered documentation, or to make required enhancements to it;
- Improve the effectiveness of the end users, operators, and support teams by refining the supporting documentation, for example the End User Guide.

Results of this activity may be used for deployment of the System at additional sites.

■	***Evaluate Component Reuse***

- To assess the reuse practices performed by the Project and document the lessons learned;
- All anomalies identified during the Implementation Phase have been satisfactorily addressed for the components that are being deployed;
- Agreement between project stakeholders that development project responsibilities have been satisfactorily addressed.

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

1. SECURITY

S3 shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. S3 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

S3 shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

S3 shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. S3 will also provide training as necessary to the State staff responsible for test activities. S3 shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Testing 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 Testing and Implementation.

In addition, S3 shall provide a mechanism for reporting actual test results versus expected results, and for the resolution and tracking of all errors and problems identified during test execution. S3 shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

S3 shall provide the State with an overall Test Plan that will guide all testing. The S3 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 S3's Project Manager's Certification, in writing, that S3's own staff has successfully executed all prerequisite S3 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 S3 that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from S3's development environment. S3 must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

1.2 Unit Testing

In Unit Testing, S3 shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.

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

The S3 developer, who is responsible for a specific unit of work, will be responsible for conducting the Unit Testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
S3 Team Responsibilities	For application modules, conversions and interfaces, the S3 team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing - NA

1.4 Conversion Validation Testing – N/A

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.

S3's Project Manager must certify in writing that S3'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.

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The State shall be presented with all testing results, as well as written Certification that S3 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 S3 that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

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

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
S3 Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with S3 in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

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1.7 Performance Tuning and Stress Testing

S3 shall develop and document hardware and Software configuration and tuning of Online Fire Permit System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project.

1.7.1 Scope

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

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

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

1.7.2 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.
   a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
   b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will be S3 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

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1.8   Security Review and Testing

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

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

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include Penetration Tests (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
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 S3 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).

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1.9 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 Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.10 System Acceptance

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

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MAINTENANCE AND SUPPORT SERVICES

- ## SYSTEM MAINTENANCE

1.1 S3's Responsibility

S3 shall maintain the Application System in accordance with the Contract. S3 will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

S3 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 S3 as needed to meet the requirements, shall support and be compatible with S3-developed Custom Software and interfaces.

- ## SYSTEM SUPPORT

2.1 S3's Responsibility

S3 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.

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

Class A Deficiencies - S3 shall have available 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 two (2) hours of request.

Class B & C Deficiencies – The State shall notify S3 of such Deficiencies during regular business hours and S3 shall respond back within four (4) hours of notification of planned corrective action.

3. TECHNICAL SUPPORT OBLIGATIONS

3.1 S3 shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 S3 shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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3.3 For all maintenance Services calls, S3 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.

3.4 S3 must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

3.5 If S3 fails to correct a Deficiency within the allotted period of time stated above, S3 shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1, as well as to return S3's product and receive a refund for all amounts paid to S3, including but not limited to, applicable license fees, within ninety (90) days of notification to S3 of the State's refund request.

4. USER SUPPORT
Post implementation, S3 shall provide Help Desk Support to the New Hampshire Department of Resources & Economic Development and the patrons / customers of the State of New Hampshire by providing the following:
- Unlimited access via phone and/or email to S3 technical support staff between the hours of 8:00 am to 5:00 pm EST Monday – Friday;
- Dedicated 800 number on the NH DRED website, the NH Burn Permit Website / web page, and the purchased NH Burn Permits sold through the system; and
- Weekly, bi-weekly, or monthly status reports (determined by the state) that include support call volumes, call types, call length, and resolution.

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SECURITY

APPENDIX G-1 SECURITY

Application Security

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

This shall include, but is not limited to:
- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle;
- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to S3 and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes;
- Follow change control process and procedures relative to release of code;
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to, Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25, or CERT Secure Coding; and
- Make available for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

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PCI DSS Payment Application Data Security Standard (PA DSS)

Applicability:
Agencies utilizing a third-party "service provider" to process merchant cards are subject to complying with Requirement 12.8 of the PCI Data Security Standard (PCI DSS), which requires a "written agreement" addressing PCI DSS responsibilities. The requirement is one of the items included in the Self-Assessment Questionnaire (SAQ C or SAQ D) that DRED must answer annually.

Compliance:
NH State Agencies are required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. Whereas S3 processes, transmits, and/or stores cardholder data in the performance of services provided to DRED, and is therefore considered a "service provider" under Requirement 12.8 of the PCI DSS. Requirement 12.8.2 of the PCI DSS requires DRED to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and Requirement 12.8.4 of the PCI DSS requires DRED to maintain a program to monitor the service provider's PCI DSS compliance status at least annually. As the S3's product is part of the processing, transmission, and/or storage of cardholder data in the performance of services provided to DRED, it is hereby agreed that:

1. S3 agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data;

2. S3 attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS;

3. S3 agrees to supply to DRED the current status of S3's PCI DSS compliance, and evidence of its most recent validation of compliance, upon execution of this addendum. S3 must supply to DRED an attestation of compliance at least annually;

4. S3 will immediately notify DRED if it learns that it is no longer PCI DSS compliant and will immediately provide DRED the steps being taken to remediate the non-compliance status. In no event shall S3's notification to DRED be later than seven (7) calendar days after S3 learns it is no longer PCI DSS complaint; and

5. S3 acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of S3 to be and to remain PCI DSS compliant.

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Table H-2 General System Requirements -Vendor Response Checklist

REQ #	Requirement/Deliverable	M / O	Y/M/N	Comments
GENERAL REQUIREMENTS				
G-1	S3 shall participate in an initial kick-off meeting to initiate the Project.	M	Y	
G-2	S3 shall provide Project Staff as specified in the RFP.	M	M	
G-3	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project 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	S3 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 the State with PCI DSS certification documentation and evidence of its most recent validation of compliance. Vendor must supply an attestation of compliance at least annually. See Appendix G-1.	M	M	
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	
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 diverted or used by Vendor for any purpose.	M	Y	
F-3	With each EFT to the State's bank, vendor will provide electronic files to the NH DRED containing fee details. The total dollar amount of each electronic file will always equal to the total dollar transferred less the transaction fees and	M	Y	

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	credit card fees. The electronic data files will contain information such as, but not limited to, names, addresses, and license numbers.			
TECHNICAL REQUIREMENTS				
T-1	Vendor must describe in full their proposed hosting environment including, but not limited to, bandwidth, security, and capacity.	M	Y	
T-2	Web-based compatible and in conformance with the following W3C standards: • XHTML 1.0 • CSS 2.1 • XML 1.0 (fourth edition)	M	Y	
T-3	Data file output in text, CSV, etc.	M	M	
T-4	S3 must provide an application that will communicate via low and high bandwidth, such as Dial-up, cable, DSL and satellite.	M	Y	
T-5	S3 must be able to demonstrate that the log-on protocols can sufficiently limit the viewing and editing privileges for Data that is used exclusively by one or more of the users.	M	Y	
T-6	S3 will provide an application that allows secure remote access via the internet for state employees / agents using a secure log-on procedure and full compatibility with the latest version of Microsoft Explorer.	M	Y	
T-7	Application must be compliant and the PA-DSS and SAS70 (audited statement of controls over the development and maintenance process of software) documents must be submitted on an annual basis.	M	Y	Will provide annually.
T-8	If applicable to the System, S3 must use an approved PCI PIN Entry Device (PED). (https://www.pcisecuritystandards.org/pin/)	M		
T-9	If applicable, the System must be Payment Application Best Practices (PABP) certified (http://usa.visa.com/merchants/risk_management/ cisp_payment_applications.html) or Payment Application Data Security Standard (PA-DSS) certified.	M		
T-10	S3 must propose a fully compliant solution that meets the current, at time of deployment, Credit Card Industry (PCI) Data Security Card Standard (DSS). (https://www.pcisecuritystandards.org/tech/downl	M		

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	oad_the_pci_dss.htm) for the processing of all credit card payments.			
T-11	S3 must use an independent and mutually agreed-upon PCI QSA (Qualified Security Assessor) that certifies that the solution in all its parts is PCI DSS compliant.	M		
T-12	Upon System acceptance S3 supplied QSA is required to accurately complete a PCI DSS Self-Assessment Questionnaire (SAQ) in order to properly document System compliance to the PCI DSS.	M		
T-13	The System is required to pass all aspects of the PCI DSS Self-Assessment Questionnaire (SAQ).	M		
T-14	Any System modifications/updates/patches/etc must be certified PABP compliant.	M		
T-15	Web sites must comply with State of New Hampshire Web Site Standards and Policies. http://www.nh.gov/doit/intranet/toolbox/standar s/index.php	M	Y	
T-16	The Solution must comply with Open Data Formats as specified in RSA 21-R:10 and 21-R:13, including but not limited to, Open Data Formats.	M	Y	
T-17	The State will actively and fairly consider all types of available software for IT software procurements Open source software with open standards / open data formats will be considered equally alongside proprietary software as specified in RSA 21-R.	M	Y	
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 Director authorized permit 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	Y	
S-4	Enforce complex passwords of ten characters or more, in accordance with DoIT's statewide *User Account and Password Policy.*	M	Y	
S-5	Encrypt passwords in transmission and at rest within the database.	M	Y	

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S-6	Ability to expire passwords after a definite period of time.	M	Y	
S-7	Ability to limit the number of people that can grant or change authorizations.	M	Y	
S-8	Ability to enforce session timeouts during periods of inactivity.	M	M	
S-9	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten. http://www.owasp.org/index.php/OWASP_Top_Ten_Project	M	Y	
S-10	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	
S-11	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y	
S-12	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	Y	
S-13	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-14	The application shall NOT display explicit error and exception handling when not executing as designed in the production environment.	M	Y	
S-15	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-16	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y	
S-17	Identification / Authorization to ensure that individuals, State personnel, Wardens and local Agents have access to specific data and System components if, and only if, they have been explicitly authorized to do so by the application administrator (State).	M	Y	
S-18	PCI compliance for Credit Card transactions.	M	Y	
S-19	S3 will annually complete penetration testing according to PCI Requirement 11.3. S3 will run, at least quarterly, vulnerability scans according to	M	Y	

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	PCI DSS requirement 11.2.			
S-20	The application shall comply with the PCI PA-DSS standards.	M	Y	
S-21	Immunity to ensure that the software is protected from infection by undesirable programs (e.g. computer viruses, worms, Trojan horses, etc.).	M	Y	
FUNCTIONAL REQUIREMENTS				
F-1	System must be user friendly, help reduce human error, provide an upfront question and answer tutorial, and FAQ with requirements that must be met to obtain fire permits – giving user options to opt out if not met (e.g. Are you the land owner?, Where are you going to burn?, Category of fire, Length of permit, etc.).	M	Y	
F-2	The application must be able to provide multitude of reporting capabilities (financial, statistical, and demographic) for a specific location or a combination of locations.	M	Y	
F-3	Application must verify name, address, burn location address, and driver's license number.	M	Y	
F-4	Must provide a link for the general public to view location of fire permits on a map with address only showing.	M	Y	
F-5	Provide mapping application to select burning location.	M	Y	
F-6	Provide a mobile application for all platforms (i.e., iPhone, Android and Windows).	M	M	Application will be accessible via Smart phones, but a "Mobile" application will be additional development fees with an amendment to the contract.
F-7	Ability to update daily fire danger and display in banner across top of screen, town by town.	M	M	
F-8	Application must allow individuals to complete an application for online fire permit from their home computer and provide a printable permit.	M	Y	
F-9	The application must update data files on a daily basis which contain the last 24 hours of data. The Agents / State will export the data in CSV format and add data to their town database.	M	Y	
F-10	Ability for towns (Warden / Fire Department) to create a profile with their criteria for type of permits that are available and updatable on a	M	Y	

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	daily basis due to changes in burning conditions. Fields would include, but not limited to, "Category of Fire, Snow Cover, Length of Permits, burning class, etc."			
F-11	Upon completion of permit being issued, the Warden / Fire Departments will be notified via email, text, and/or fax about new permit.	M	Y	
F-12	Application must have the ability to turn off / restrict the issuance of permits by town on daily basis due to burning conditions.	M	M	S3 will provide logon roles defined with NH DRED.
F-13	Ability to notify existing permit holders by text, and/or email that their permit is not valid for that time period if fire danger increases to level when open burning is no longer allowed by the authority having jurisdiction.	M	M	S3 team will make the needed modifications to meet NH DRED distinct requirements
F-14	Ability to flag name and / or address to prevent permit issuance due to citations.	M	M	S3 team will make the needed modifications to meet NH DRED distinct requirements
F-15	Ability to authorized Agents to manually add fire permits to online database.	M	Y	S3 team will make the needed modifications to meet NH DRED distinct requirements
HOSTING REQUIREMENTS				
H-1	S3 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	S3 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	CBTS will provide a secure Tier III class data center based on the classification guidelines developed by the Uptime Institute.
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data center. Temperature ranges shall be between 68°F and 75°F.	M	Y	
H-5	Data Center humidity shall be non-condensing and be maintained between 40-55% with a	M	Y	

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	maximum dew point of 62°F.			
H-6	Data Center Backup Power – Uninterrupted power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	
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.		Y	
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems 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 other 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-11	S3 shall manage the databases and services on all servers located at S3's facility.	M	Y	
H-12	S3 shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	
H-13	S3 shall monitor System, security, and application logs.	M	Y	
H-14	S3 shall manage the sharing of data resources.	M	Y	
H-15	S3 shall manage daily backups, off-site data storage, and restore operations.	M	Y	
H-16	S3 shall manage combination of virtual and physical hardware.	M	Y	S3 currently hosts its solutions in a Virtual Data Center (VDC),

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				which allows for great flexibility and built in fault tolerance. This can be changed if needed.
H-17	S3 shall immediately report any breach in security to the State of New Hampshire.	M	Y	The S3 team will work with NH DRED to develop an appropriate communication plan.
H-18	If S3 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	
HOSTING REQUIREMENTS – DISASTER RECOVERY				
H-19	Vendor shall have adequate disaster recovery procedures as is acceptable to the State of New Hampshire.	M	Y	
H-20	Disaster Recovery Planning – S3 shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet recovery needs as is acceptable to the State of New Hampshire.	M	Y	
H-21	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-22	Disaster Recovery Backups – S3 shall adhere to a defined and documented back-up schedule and procedure.		Y	
H-23	Back-up copies of data are made for the purposes of facilitating a restore of the data in the event of data loss or System failure.		Y	
H-24	Scheduled backups of all servers must be completed regularly.		Y	
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.		Y	
H-26	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 the facility.		Y	

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H-27	If the State Data contains personally identifiable information, the Data must be encrypted on the back-up tape.		Y	
H-28	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, S3 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 math the business needs.		Y	
HOSTING REQUIREMENTS - NETWORK ARCHITECTURE				
H-29	S3 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-30	S3 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	S3 utilizes networks from multiple vendors and has several points of entry into their private Virtual Data Cloud data centers.
H-31	S3 network architecture must include redundancy of routers and switches in the Data Center.	M	Y	
H-32	If required, 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, S3 shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	M	This is common practice but customizations and the details derived for them in-line with the State's business applications will need to be reviewed.
HOSTING REQUIREMENTS - SECURITY				
H-33	S3 shall employ security measures to ensure that the State's application and Data is protected.	M	Y	
H-34	If State Data contains personally identifiable information, that Data must be encrypted at rest, in flight, and wherever else it is located including on backup tapes.	M	Y	
H-35	S3 will annually complete penetration testing according to PCI Requirement 11.3. S3 needs to run, at least quarterly, vulnerability scans	M	Y	

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	according to PCI DSS requirements 11.2. A copy of all audit findings shall be sent to DRED.			
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, S3 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	Y	
H-39	S3 shall notify the State's Project Manager of any security breaches within two (2) hours of the time that S3 learns of their occurrence.	M	Y	
H-40	S3 shall ensure its complete cooperation with the State's Chief Information officer in the detection of any security vulnerability of S3 hosting infrastructure and/or the application.	M	Y	
H-41	S3 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	S3 shall share with the State all findings and results from PCI audits.	M	Y	
H-43	S3 shall provide fire detection and suppression system, physical security and infrastructure security of the proposed hosting facility. The environmental support equipment of S3 website hosting facility: power conditioning; HVAC; UPS; and generator must be acceptable to the State.	M	Y	
HOSTING REQUIREMENTS – SERVICE LEVEL AGREEMENT				
H-44	S3's System support and maintenance shall commence upon the Effective Date and extend	M	Y	

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	through the end of the Contract term, and any extensions thereof.			
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 and/or email, to S3 technical support staff between the hours of 8:00 am to 5:00 pm Monday thru Friday EST.	M	Y	
H-48	S3 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	S3 will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	
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	S3 shall 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	S3 shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y	
H-54	S3 shall use a change management policy for notification and tracing of change requests as well as critical outages.	M	Y	
H-55	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. This needs to be reported on an instance by instance basis.	M	Y	
H-56	All hardware and Software components of S3 hosting infrastructure shall be fully supported by	M	Y	

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	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.			
H-57	S3 shall maintain a record of the activities related to repair and/or maintenance activities performed for the State, and shall report quarterly on the following: • Server uptime • All change request implemented, including operating system patches • All critical outages reported, including actual issue and resolution • Number of deficiencies reported by class with initial response time as well as time to close	M	Y	
H-58	S3 shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.	M	Y	

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S3'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 S3's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of S3 and State Project Managers.

The preliminary Work Plan created by S3 and the State is set forth at the end of this Exhibit.

In conjunction with S3's Project Management methodology, which shall be used to manage the Project's life cycle, the S3 team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, and task dependencies** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and S3 team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with S3's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

• ASSUMPTIONS

A. General
- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- S3 shall provide a separate escrow agreement for the application.
- S3 shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics
- The State agency will work with S3 to determine the requirements for providing all necessary workspace and office equipment during the requirements gathering phase of the Project.
- The S3 Team shall honor all holidays observed by S3 or the State, although with permission, may choose to work on holidays and weekends.

C. S3's Project Management Approach
• Project Standards
Documentation of each key phase of the Project is essential to the overall success of the Solution, as well as the ability to support, maintain, and expand the features and functionality of the Solution going forward. Within the Project Plan, associated deliverables and/or documents are identified on a "per task" basis and links are provided to these documents.

Work folders will be placed on the network specific to each individual group associated with the Project (i.e., Development, Project Management, Usability, etc.) and appropriate documents (Activity Logs, Issues, Change Requests, etc.) specific to these groups will be placed and

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maintained in each area. A point person from each group will be identified as the point of contact regarding any revisions to the associated documents with overall approval of the documents being the responsibility of the Project Manager prior to being published as final. A number of specific criteria for this process are as follows:

Once initial documents are posted to the appropriate work folders on the network, the "Track Changes" feature within Word will be active and mandatory on each document until such time that the Project Manager deems the document as final and publishes it to the Public Folder. This allows full accountability and the ability to trace when, who, and what changes are being made to the documents.

Formatting Standards for all documents will be in place prior to the document being posted to the network and should not be changed unless a request is supplied in writing and agreed to by the Project Manager

- **Requirements Gathering Approach**
  Requirements will be gathered in numerous ways for the initial phases of the Project (i.e. a combination of meetings, emails, roundtables, email requests, and internal / external interviews will be conducted by appropriate team members specific to the issues being addressed). Due to the greater importance of requirements gathering in the initial stages of projects, it is essential that client(s), users, SMEs, developers, and group leads make themselves as flexible and as accessible as possible in order to expedite the gathering of these key project building blocks.

- **Change Management Approach**
  Change management is an important element in planning for success on a project. It ensures that a methodology is established for incorporating changes into the product, while controlling the scope of the Project and ensuring that project schedules and client expectations are maintained.

  Upon approval of the Work Plan and Functional Specifications, all change requests should be documented on a Product Change Request (PCR) form, which is forwarded to the Project Manager.

  Change requests submitted in any other format will be returned to the requestor.

  The requestor will identify the priority of the requested change as follows:
  - Low—This feature or change is an enhancement that is not essential to the success of the product. It can be considered for a future release.
  - Medium—This feature or change affects some users and is important to the success of the product. It should be included in the current product release as long as the Project release schedule is not affected.
  - High—This feature or change is essential to the success of the product and must be included in this release. The requestor realizes that this feature may impact the projected release schedule.

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The Project Team will assess the impact of the change to the Project Schedule and provide a recommendation to the Project's Change Control Board (CCB). The CCB will review the request and either approve or reject it and supply an explanation. Rejected requests will be returned to the requestor for review and may be added to an enhancement list for consideration in future product releases.

- **Communications Approach**
  Communication between team members will be based on a combination of email, conference calls, group meetings, roundtables, and interactive planning sessions. The use of additional tools, software applications and/or products will be utilized as well to help organize and broaden the way in which we effectively interact to insure that we are maximizing our time and efforts while minimizing redundant and/or time consuming processes. Examples of these tools would be: eRoom, Microsoft Project Central, Centra, MS Messenger, etc.

  Project Status Reports will be submitted weekly (**by close of business Friday**) by the Project Manager to the appropriate DRED representative with information describing the previous week's progress, accomplishments, milestones, risk items, issues, Project Plan details, and tasks set to be addressed for the coming week.

  Project Activity Reports will be submitted by team members to the Project Manager by **3pm Friday** that include a high level account of the previous week's accomplishments, issues, changes, tasks completed, and tasks set to be addressed for the coming week.

  Any changes to project documentation by any team member will be made while "Track Changes" feature is active in Word so that these changes can be appropriately managed by the Project Manager and accountability established for all changes made.

- **During Process Execution**
  As stated earlier, the most critical aspect of doing things right is having an understanding of what is required to be done. Every Project Team member is responsible for ensuring that his or her activities are planned and executed within an appropriate management and technical framework. In order to establish this framework, one must always start with an understanding of requirements. It is essential that developers, reviewers, and testers are aware of:

  - Completion criteria for the activity being performed or the component to be produced (or reviewed);
  - Requirements to be addressed (i.e. what has to be done in order to complete an activity or task);
  - Component compliance requirements;
  - Related roles and responsibilities for addressing various sets of requirements; and
  - Available tools (e.g. templates and other job aids, examples, and reference material).

  It is therefore important to review and understand all relevant components of the methodology, and to use it as a base for executing all tasks.

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- **Contingency Planning**

  This subject is faced in nearly every major project if the development of a decision making process is not agreed to and outlined early on. This outline should clearly define objectives, determine critical dependencies, critical planning assumptions, and responsibilities. Contingency planning is tied to specific risks. S3 lists below the various types of problems that could occur. First, we recommend that the source of the problem be identified then logged by the Project Manager to detect any systemic or overall project implementation issues. Second, once identified an assessment is made of various key elements – effect on timeline, resources needed, etc.

  The key to manufacturing momentum overall is to aggressively escalate the issues (if needed) to the top of both organizations; in other words, this must be identified as a key project management focus. This then, in addition to normal implementation timelines, assures that the team is serious about solving variances to the timeline schedule.

D. Overview of Software Development LifeCycle (SDLC) Approach& Methodology

- **AGILE / SCRUM**

  S3 software development is modeled after the Agile methodology SCRUM. SCRUM Agile software development is a conceptual framework for undertaking software engineering projects.
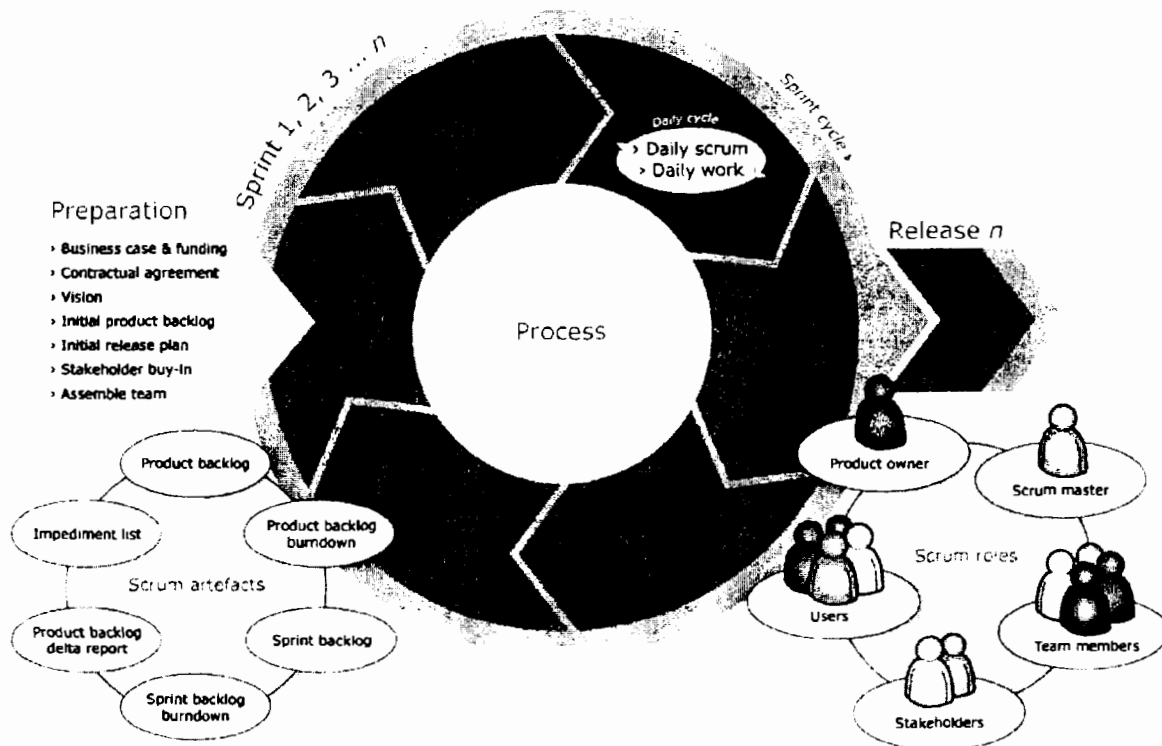
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Most Agile methods attempt to minimize risk by developing software in short "time-boxes" called "Iterations", which typically last one to four weeks. S3 has found that two weeks works well for most projects of the size of DRED's current requirements.

Each iteration is like a miniature software project of its own, and includes all the tasks necessary to release the mini-increment of new functionality: planning, requirements analysis, design, coding, testing, and documentation. While an iteration may not add enough functionality to warrant releasing the product, an Agile software project intends to be capable of releasing new software at the end of every iteration. At the end of each iteration, the team re-evaluates project priorities. SCRUM calls these iterations "Sprints".

At the beginning of each Sprint, the team has Sprint planning with an end result being a backlog of requirements/sub-requirements that the team anticipates completing at the end of the Sprint. By completing, that means fully coded, tested, and documented. These are the items that the team will "Burn-down" throughout the duration of the Sprint.

The items that make up a Sprint are taken for the "Product Backlog". The Backlog acts as a repository for requirements targeted for release at some point. These are typically high level requirements with high level estimates provided by the product stakeholders. You can think of the Project plan as the Product Backlog and the Project is made up of a series of Sprints.

The S3 project team conducts a daily SCRUM meeting. The SCRUM Master asks the three questions, and all members of the team and interested parties take part and give feedback. The SCRUM Master is typically a Technical Leader or Project Manager well versed, well trained, and with a prior history of successes being utilized in this capacity. The same questions are asked to each team member:

1. What have you accomplished since the last meeting?
2. Are there any obstacles in the way of meeting your goal?
3. What will you accomplish before the next meeting?

The overall goal of these meetings is to identify and remove project huddles/risk as early as possible.

A couple other important meeting's in the SCRUM process is Sprint Planning Meeting and Sprint Review Meeting. The planning meetings are meetings at the beginning of a Sprint where the Sprint is planned. Items from the Product Backlog are selected to be completed in the Sprint, based on the priorities set by the Product Owner. A Sprint is closed with a Sprint Review Meeting where the progress made in the last Sprint is demonstrated, the Sprint is reviewed, and adjustments are made to the Project as necessary.

Another aspect of Agile development that S3 uses is Test Driven Development (TDD). TDD is commonly used with Agile Programming in which every chunk of code is covered by unit tests, which must all pass all the time, in an effort to eliminate unit-level and regression bugs during development.

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Test-driven development requires that an automated unit test, defining requirements of the code, is written before each aspect of the code itself. These tests contain assertions that are either true or false. Running the tests gives rapid confirmation of correct behavior as the code evolves and is re-factored.

The S3 development teams are made up of a number of staff members that are involved in the software development process during the design, development and implementation and business operations phases. The ongoing maintenance and operations support during the business operations phase will be supported by a subset of this team that will remain for the business operations support phase of the Contract.

Software design and coding is performed by the S3 Software Development Group using an object oriented design approach modeled after industry best practices.

E. Technical Environment and Management

- S3 is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- S3 shall provide the hardware and operating system to host the Project's development and production instances. All instances shall be installed on similar hardware configurations and operating system.
- S3 team shall implement the most current Release and Version available as of the time of the executed Contract.

F. Conversions – N/A

G. Project Schedule
- The specific project "Begin" date and the planned "Go Live" date are wholly dependent on a number of key variables including refinement of contract terms / conditions / contract Q&A items, contract execution, availability of State employees, and others. Based on the information known to date and a number of assumptions regarding the refinement, agreement, and execution of the contract, S3 is estimating the following:
- Based on current information, deployment is planned to begin on September 6, 2013 with a planned go-live date of October 25, 2013.

H. Reporting
- S3 shall conduct status meetings every two (2) weeks, and provide reports that include, but are not limited to: minutes, action items, test results and Documentation.

I. User Training
- 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.

J. Performance and Security Testing

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- The State shall work with S3 on performance testing as set forth in Contract Exhibit F – *Testing Services*.

ROLES AND RESPONSIBILITIES

A. S3 Team Roles and Responsibilities

1) **S3 Team Project Executive**

The S3 Team's Project Executives (S3 and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the S3 Team Project Manager and the State's Project leadership on the best practices for implementing the S3 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) **S3 Team Project Manager**

The S3 Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the S3 Implementation Team. The S3 Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign S3 Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all S3 Team members;
- Provide every two weeks and monthly 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) **S3 Team Analysis**

The S3 Team shall conduct analysis of requirements, validate the S3 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;

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- 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; and
- Correction of configuration problems identified during system, integration and Acceptance Testing.

4) S3 Team Tasks

The S3 team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of installation procedures;
- Development and execution of unit test scripts; and
- Unit testing of conversions and System Integration Testing.

B. State Roles and Responsibilities

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

1) State Project Manager

The State Project Manager shall work side-by-side with the S3 Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the S3 team;
- Assist the S3 Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the S3 Project Manager of any urgent issues if and when they arise; and
- Assist the S3 team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

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The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the S3 Software Solution and the business processes the application supports.

3) State Technical Lead

The State's Technical Lead 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 S3 Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with S3 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 S3 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.

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- **WORK PLAN**

Table 7.1 – Work Plan for NH DRED Online Fire Permit

The agreed upon Work Plan for the NH DRED Online Fire Permit Contract will be updated as Task is completed.

Task Name	Duration	Start	Finish
New Hampshire Fire Permitting Solution	141 days	Mon 4/8/13	Fri 10/25/13
Project Kickoff Meeting	3 days	Mon 4/8/13	Wed 4/10/13
Review Skills / Resource Profile	0 days	Mon 4/8/13	Mon 4/8/13
Preliminary Analysis	0 days	Mon 4/8/13	Mon 4/8/13
Review Current Situation	0 days	Mon 4/8/13	Mon 4/8/13
Depict Current Context	4 days	Mon 4/8/13	Thu 4/11/13
Depict Automated Components Used	4 days	Mon 4/8/13	Thu 4/11/13
Depict Preliminary System Breakdown	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Current Situation Review Document	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Define Direction	40 days	Mon 4/8/13	Fri 5/31/13
Prepare Direction Report	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Direction Report	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Analyze System Requirements	40 days	Mon 4/8/13	Fri 5/31/13
Analyze Requirements	4 days	Mon 4/8/13	Thu 4/11/13
Identify System Constraints	4 days	Mon 4/8/13	Thu 4/11/13
Define System Measurable Objectives	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: System Requirements Analysis Document	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Develop Target Solution	40 days	Mon 4/8/13	Fri 5/31/13
Define System Context	4 days	Mon 4/8/13	Thu 4/11/13
Define High Level Data Model	4 days	Mon 4/8/13	Thu 4/11/13
Define High Level Process Model	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Target Solution Document	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Recommend Solution	40 days	Mon 4/8/13	Fri 5/31/13
Identify Possible Solutions	4 days	Mon 4/8/13	Thu 4/11/13
Assess Solution Viability	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Recommended Solution	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Refine Cost Benefit Analysis	40 days	Mon 4/8/13	Fri 5/31/13
Refine Development Costs	4 days	Mon 4/8/13	Thu 4/11/13
Refine Operational Costs	4 days	Mon 4/8/13	Thu 4/11/13
Refine Benefits	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Cost Benefit Analysis	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Plan Component Reuse	40 days	Mon 4/8/13	Fri 5/31/13
Develop Component Reuse Plan	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Component Reuse Plan	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Analysis	40 days	Mon 4/8/13	Fri 5/31/13
Implement Component Reuse	40 days	Mon 4/8/13	Fri 5/31/13
Identify Reusable Components	4 days	Mon 4/8/13	Thu 4/11/13
Reuse Components	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Component Reuse Document	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Develop System Specification	40 days	Mon 4/8/13	Fri 5/31/13
Develop Function Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Data Specification	4 days	Mon 4/8/13	Thu 4/11/13

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Develop Function Data Interaction Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Network & Comm Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Performance Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Control Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Security Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Training Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Business Function Test Specification	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: System Functional Specification	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Develop System Architecture Specification	40 days	Mon 4/8/13	Fri 5/31/13
Create Conceptual View Model	4 days	Mon 4/8/13	Thu 4/11/13
Create Process View Model	4 days	Mon 4/8/13	Thu 4/11/13
Create Development View Model	4 days	Mon 4/8/13	Thu 4/11/13
Create Physical View Model	4 days	Mon 4/8/13	Thu 4/11/13
Map to System Specification	4 days	Mon 4/8/13	Thu 4/11/13
Establish Software Requirements	4 days	Mon 4/8/13	Thu 4/11/13
Create Preliminary Physical Data Structures	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Database Structures	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Deliverable: Architectural Specification Document	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Specify Required Environments	40 days	Mon 4/8/13	Fri 5/31/13
Describe the Different Environments	4 days	Mon 4/8/13	Thu 4/11/13
Adapt Configuration Rules	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Environment Specification	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Specify Design Standards	40 days	Mon 4/8/13	Fri 5/31/13
Specify General Standards	4 days	Mon 4/8/13	Thu 4/11/13
Specify Interface Design Standards	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Design Standards Document	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Define Construction Strategy	40 days	Mon 4/8/13	Fri 5/31/13
Deliverable: Construction Strategy	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Define Release Strategy	40 days	Mon 4/8/13	Fri 5/31/13
Deliverable: Release Strategy	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Define Delivery Strategy	40 days	Mon 4/8/13	Fri 5/31/13
Define Implementation Strategy	4 days	Mon 4/8/13	Thu 4/11/13
Define Conversion Strategy	4 days	Mon 4/8/13	Thu 4/11/13
Define Deployment Strategy	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Delivery Strategy	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Prepare Overall Test Strategy	40 days	Mon 4/8/13	Fri 5/31/13
Prioritize Test Focus Areas	4 days	Mon 4/8/13	Thu 4/11/13
Establish Target Levels of Quality	4 days	Mon 4/8/13	Thu 4/11/13
Select Test Sub Levels	4 days	Mon 4/8/13	Thu 4/11/13
Estimate Test Activities	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Overall Test Strategy	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Develop Operational Impact Specification	40 days	Mon 4/8/13	Fri 5/31/13
Assess Service Level Technical Impact	4 days	Mon 4/8/13	Thu 4/11/13
Develop Operational Environmental Specification	4 days	Mon 4/8/13	Thu 4/11/13
Develop Operational Environment Estimates	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Operational Impact Specification	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Refine Cost Benefit Analysis	40 days	Mon 4/8/13	Fri 5/31/13
Refine Development Costs	4 days	Mon 4/8/13	Thu 4/11/13
Refine Operational Costs	4 days	Mon 4/8/13	Thu 4/11/13
Refine Benefits	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Cost Benefit Analysis	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Package Reusable Components	40 days	Mon 4/8/13	Fri 5/31/13

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Produce Reusable Components	4 days	Mon 4/8/13	Thu 4/11/13
Deliverable: Reusable Component Documentation	*4 days*	Mon 4/8/13	*Thu 4/11/13*
Design	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Implement Component Reuse	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Identify Reusable Components	4 days	Mon 5/6/13	Thu 5/9/13
Reuse Components	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Reused Components Manual	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Develop System Architecture Design	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Extend Conceptual View Model	4 days	Mon 5/6/13	Thu 5/9/13
Extend Process View Model	4 days	Mon 5/6/13	Thu 5/9/13
Extend Development View Model	4 days	Mon 5/6/13	Thu 5/9/13
Extend Physical View Model	4 days	Mon 5/6/13	Thu 5/9/13
Develop Interface Design	4 days	Mon 5/6/13	Thu 5/9/13
Develop Software Architecture	4 days	Mon 5/6/13	Thu 5/9/13
Map to System Architecture Specification	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: System Architecture Design	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Perform Data Structure Design	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Gather Access Logic	4 days	Mon 5/6/13	Thu 5/9/13
Extend Physical Data Model	4 days	Mon 5/6/13	Thu 5/9/13
Develop Physical Data Definitions	4 days	Mon 5/6/13	Thu 5/9/13
Develop Database Control Design	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Data Structure Design	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Perform Network Design	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Deliverable: Network Design	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Perform System Design	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Design Software Components	4 days	Mon 5/6/13	Thu 5/9/13
Design System interfaces	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: System Design	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Develop Operational Design	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Design User Operational Environment	4 days	Mon 5/6/13	Thu 5/9/13
Design System Operational Environment	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Operational Design	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Develop Construction Plan	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Deliverable: Construction Plan	4 days	Mon 5/6/13	Thu 5/9/13
Develop Delivery Plan	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Develop Implementation Plan	4 days	Mon 5/6/13	Thu 5/9/13
Develop Conversion Plan	4 days	Mon 5/6/13	Thu 5/9/13
Develop Deployment Plan	4 days	Mon 5/6/13	Thu 5/9/13
Develop Field Trial Plan	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Delivery Plan	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Prepare Overall Test Plan	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Define Test level Entry and Exit Criteria	4 days	Mon 5/6/13	Thu 5/9/13
Estimate Required Number of Test Cases	4 days	Mon 5/6/13	Thu 5/9/13
Define Problem Escalation Procedures	4 days	Mon 5/6/13	Thu 5/9/13
Identify Test Environment Requirements	4 days	Mon 5/6/13	Thu 5/9/13
Refine Test Team Organization	4 days	Mon 5/6/13	Thu 5/9/13
Produce Overall Test Schedule	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Overall Test Plan	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Define Knowledge Transfer & Training Plan	**40 days**	Mon 5/6/13	**Fri 6/28/13**
Develop Knowledge Transfer Plan	4 days	Mon 5/6/13	Thu 5/9/13
Develop Training Plan	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Knowledge Transfer & Training Plan	*4 days*	Mon 5/6/13	*Thu 5/9/13*

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Prepare Unit Test Plan	40 days	Mon 5/6/13	Fri 6/28/13
Specify Unit Test Cases	4 days	Mon 5/6/13	Thu 5/9/13
Update Test Facility Requirements	4 days	Mon 5/6/13	Thu 5/9/13
Refine Detailed Test Team Organization	4 days	Mon 5/6/13	Thu 5/9/13
Produce Detailed Test Schedule	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Unit Test Plan	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Prepare Integration Test Plan	40 days	Mon 5/6/13	Fri 6/28/13
Specify Integration Test Cases	4 days	Mon 5/6/13	Thu 5/9/13
Update Test Facility Requirements	4 days	Mon 5/6/13	Thu 5/9/13
Refine Detailed Test Team Organization	4 days	Mon 5/6/13	Thu 5/9/13
Produce Detailed Test Schedule	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Integration Test Plan	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Prepare System Test Plan	40 days	Mon 5/6/13	Fri 6/28/13
Specify System Test Cases	4 days	Mon 5/6/13	Thu 5/9/13
Update Test Facility Requirements	4 days	Mon 5/6/13	Thu 5/9/13
Refine Detailed Test Team Organization	4 days	Mon 5/6/13	Thu 5/9/13
Produce Detailed Test Schedule	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: System Test Plan	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Prepare Client Acceptance Test Plan	40 days	Mon 5/6/13	Fri 6/28/13
Specify Acceptance Test Cases	4 days	Mon 5/6/13	Thu 5/9/13
Update Test Facility Requirements	4 days	Mon 5/6/13	Thu 5/9/13
Refine Detailed Test Team Organization	4 days	Mon 5/6/13	Thu 5/9/13
Produce Detailed Test Schedule	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Client Acceptance Test Plan	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Package Reusable Components	40 days	Mon 5/6/13	Fri 6/28/13
Produce Reusable Components	4 days	Mon 5/6/13	Thu 5/9/13
Deliverable: Reusable Component Documentation	*4 days*	Mon 5/6/13	*Thu 5/9/13*
Construction	40 days	Mon 5/20/13	Fri 7/12/13
Implement Component Reuse	40 days	Mon 5/20/13	Fri 7/12/13
Identify Reusable Components	4 days	Mon 5/20/13	Thu 5/23/13
Reuse Components	4 days	Mon 5/20/13	Thu 5/23/13
Deliverable: Reused Components Manual	*4 days*	Mon 5/20/13	*Thu 5/23/13*
Establish Construction Environment	40 days	Mon 5/20/13	Fri 7/12/13
Confirm Development Requirements	4 days	Mon 5/20/13	Thu 5/23/13
Confirm Unit Test Requirements	4 days	Mon 5/20/13	Thu 5/23/13
Produce Software Components	40 days	Mon 5/20/13	Fri 7/12/13
Construct Database Components	4 days	Mon 5/20/13	Thu 5/23/13
Construct Software Components	4 days	Mon 5/20/13	Thu 5/23/13
Produce Online Help (if applicable)	4 days	Mon 5/20/13	Thu 5/23/13
Produce Operating Software	40 days	Mon 5/20/13	Fri 7/12/13
Construct Control Software	4 days	Mon 5/20/13	Thu 5/23/13
Construct Database Control Software	4 days	Mon 5/20/13	Thu 5/23/13
Perform Unit Testing	40 days	Mon 5/20/13	Fri 7/12/13
Analyze Test Results	4 days	Mon 5/20/13	Thu 5/23/13
Execute Unit Test Plan	4 days	Mon 5/20/13	Thu 5/23/13
Repair Defects and Retest	4 days	Mon 5/20/13	Thu 5/23/13
Track Defects	4 days	Mon 5/20/13	Thu 5/23/13
Deliverable: Unit Test Report	*4 days*	Mon 5/20/13	*Thu 5/23/13*
Produce Supporting Documentation	40 days	Mon 5/20/13	Fri 7/12/13
Produce End User Guide	4 days	Mon 5/20/13	Thu 5/23/13
Produce Production Guide	4 days	Mon 5/20/13	Thu 5/23/13
Deliverable: User Guide	*4 days*	Mon 5/20/13	*Thu 5/23/13*

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Deliverable: Production Guide	*4 days*	Mon 5/20/13	*Thu 5/23/13*
Package Reusable Components	**40 days**	Mon 5/20/13	Fri 7/12/13
Produce Reusable Components	4 days	Mon 5/20/13	Thu 5/23/13
Deliverable: Reusable Component Documentation	*4 days*	Mon 5/20/13	*Thu 5/23/13*
Integration & System Test	**36 days**	Fri 7/26/13	**Fri 9/13/13**
Implement Component Reuse	**36 days**	Fri 7/26/13	**Fri 9/13/13**
Identify Reusable Components	36 days	Fri 7/26/13	Fri 9/13/13
Reuse Components	36 days	Fri 7/26/13	Fri 9/13/13
Deliverable: Reused Components Manual	*36 days*	Fri 7/26/13	*Fri 9/13/13*
Establish Integration Test Environments	**36 days**	Fri 7/26/13	**Fri 9/13/13**
Confirm Integration Test Requirements	36 days	Fri 7/26/13	Fri 9/13/13
Perform Integration Tests	**36 days**	Fri 7/26/13	**Fri 9/13/13**
Integrate Software Components	36 days	Fri 7/26/13	Fri 9/13/13
Execute Integration Test Plan	36 days	Fri 7/26/13	Fri 9/13/13
Track Defects	36 days	Fri 7/26/13	Fri 9/13/13
Analyze Test Results	36 days	Fri 7/26/13	Fri 9/13/13
Repair Defects & Retest	36 days	Fri 7/26/13	Fri 9/13/13
Establish System Test Environments	**36 days**	Fri 7/26/13	**Fri 9/13/13**
Confirm System Test Requirements	36 days	Fri 7/26/13	Fri 9/13/13
Perform System Tests	**36 days**	Fri 7/26/13	**Fri 9/13/13**
Execute System Test Plan	36 days	Fri 7/26/13	Fri 9/13/13
Track Defects	36 days	Fri 7/26/13	Fri 9/13/13
Analyze Test Results	36 days	Fri 7/26/13	Fri 9/13/13
Repair Defects & Retest	36 days	Fri 7/26/13	Fri 9/13/13
Package Reusable Components	**36 days**	Fri 7/26/13	**Fri 9/13/13**
Produce Reusable Components	36 days	Fri 7/26/13	Fri 9/13/13
Deliverable: Reusable Component Documentation	*36 days*	Fri 7/26/13	*Fri 9/13/13*
User Acceptance Testing	**19 days**	Fri 8/9/13	**Wed 9/4/13**
Implement Component Reuse	0 days	Fri 8/9/13	Fri 8/9/13
Identify Reusable Components	0 days	Fri 8/9/13	Fri 8/9/13
Reuse Components	0 days	Fri 8/9/13	Fri 8/9/13
Deliverable: Reused Components Manual	*0 days*	Fri 8/9/13	*Fri 8/9/13*
Establish User Acceptance Test Environment	**0 days**	Fri 8/9/13	**Fri 8/9/13**
Confirm Acceptance Test Criteria	0 days	Fri 8/9/13	Fri 8/9/13
Transfer Knowledge to Acceptance Test Team	0 days	Fri 8/9/13	Fri 8/9/13
Perform Client Acceptance Testing	**0 days**	Fri 8/9/13	**Fri 8/9/13**
Execute User Acceptance Test Plan	0 days	Fri 8/9/13	Fri 8/9/13
Track Defects	0 days	Fri 8/9/13	Fri 8/9/13
Analyze Test Results	0 days	Fri 8/9/13	Fri 8/9/13
Repair Defects & Retest	0 days	Fri 8/9/13	Fri 8/9/13
Deliverable: User Acceptance Test Report	*0 days*	Fri 8/9/13	*Fri 8/9/13*
Package Reusable Components	**0 days**	Fri 8/9/13	**Fri 8/9/13**
Produce Reusable Components	0 days	Fri 8/9/13	Fri 8/9/13
Deliverable: Reusable Component Documentation	*0 days*	Fri 8/9/13	*Fri 8/9/13*
Deployment	**0 days**	Wed 9/4/13	**Wed 9/4/13**
Confirm Deployment Site	**0 days**	Wed 9/4/13	**Wed 9/4/13**
Review Delivery Plan	0 days	Wed 9/4/13	Wed 9/4/13
Review Previous Implementation Report	0 days	Wed 9/4/13	Wed 9/4/13
Verify Client Readiness	0 days	Wed 9/4/13	Wed 9/4/13
Verify Site Readiness	0 days	Wed 9/4/13	Wed 9/4/13
Manage Implementation	**0 days**	Wed 9/4/13	**Wed 9/4/13**
Establish Production Environment	0 days	Wed 9/4/13	Wed 9/4/13

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Convert Data	0 days	Wed 9/4/13	Wed 9/4/13
Install Information System	0 days	Wed 9/4/13	Wed 9/4/13
Provide Post Implementation Support	0 days	Wed 9/4/13	Wed 9/4/13
Systems Implementation	**31 days**	**Fri 9/6/13**	**Thu 10/24/13**
Implement Component Reuse	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Identify Reusable Components	0 days	Fri 9/6/13	Fri 9/6/13
Reuse Components	0 days	Fri 9/6/13	Fri 9/6/13
Deliverable: Reused Components Manual	*0 days*	Fri 9/6/13	*Fri 9/6/13*
Confirm Implementation Site	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Review Delivery Plan	0 days	Fri 9/6/13	Fri 9/6/13
Verify Client Readiness	0 days	Fri 9/6/13	Fri 9/6/13
Verify Site Readiness	0 days	Fri 9/6/13	Fri 9/6/13
Deliverable: Implementation Report	*0 days*	Fri 9/6/13	*Fri 9/6/13*
Establish Production Environment	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Implement Production Environment	0 days	Fri 9/6/13	Fri 9/6/13
Produce Installation Material	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Produce Installation Guide	0 days	Fri 9/6/13	Fri 9/6/13
Produce Installation Kit	0 days	Fri 9/6/13	Fri 9/6/13
Evaluate Component Reuse	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Develop Reuse Evaluation Report	0 days	Fri 9/6/13	Fri 9/6/13
Deliverable: Reuse Evaluation Report	*0 days*	Fri 9/6/13	*Fri 9/6/13*
Convert Data	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Install Conversion Software	0 days	Fri 9/6/13	Fri 9/6/13
Execute Conversion	0 days	Fri 9/6/13	Fri 9/6/13
Initialize Data	0 days	Fri 9/6/13	Fri 9/6/13
Install Information System	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Install In Production Environment	0 days	Fri 9/6/13	Fri 9/6/13
Verify System Operation Status	0 days	Fri 9/6/13	Fri 9/6/13
Provide Post Implementation Support	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Deliverable: Post Implementation Support	*0 days*	Fri 9/6/13	*Fri 9/6/13*
Package Reusable Components	**0 days**	**Fri 9/6/13**	**Fri 9/6/13**
Produce Reusable Components	0 days	Fri 9/6/13	Fri 9/6/13
Deliverable: Reusable Component Documentation	*0 days*	Fri 9/6/13	*Fri 9/6/13*
System Go Live	**1 day**	**Fri 10/25/13**	**Fri 10/25/13**

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LICENSE GRANT –N/A

SOFTWARE AND DOCUMENTATION COPIES updated

S3 shall provide the State with a sufficient number of hard copy versions of the Online Fire Permitting Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by S3 on such copies.

RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:
   a) Remove or modify any program markings or any notice of S3's proprietary rights;
   b) Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
   c) Cause or permit reverse engineering, disassembly or recompilation of the programs.

TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with S3.

VIRUSES

S3 shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, S3 will use reasonable efforts to test the Software for viruses. S3 shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, S3 shall provide a master copy for comparison with and correction of the State's copy of the Software.

AUDIT

Upon forty-five (45) days written notice, S3 may audit the State's use of the programs at S3's sole expense. The State agrees to cooperate with S3's audit and provide reasonable assistance and access to information. The State agrees that S3 shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, S3's audit rights are subject to applicable state and federal laws and regulations.

SOFTWARE NON-INFRINGEMENT

S3 warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any

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Material infringe their intellectual property rights, S3 shall defend and indemnify the State against the claim provided that the State:

  a) Promptly notifies S3 in writing, not later than 30 days after the State receives actual written notice of such claim;
  b) Gives S3 control of the defense and any settlement negotiations; and
  c) Gives S3 the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

If S3 believes or it is determined that any of the Material may have violated someone else's intellectual property rights, S3 may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, S3 may end the license, and require return of the applicable Material and refund all fees the State has paid S3 under the Contract. S3 will not indemnify the State if the State alters the Material without S3's consent or uses it outside the scope of use identified in S3's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. S3 will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by S3. S3 will not indemnify the State to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by S3 without S3's consent.

1. SOFTWARE ESCROW

8.1 S3 represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") will be deposited in an escrow account maintained by the Department of Information Technology ("Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases will be posted within six (6) months of a major release of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account.

8.2 S3 agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, S3 shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

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

  (a) S3 has made an assignment for the benefit of creditors;

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(b) S3 institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

(c) A receiver or similar officer has been appointed to take charge of all or part of S3's assets;

(d) S3 terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

(e) S3 defaults under the Contract; or

(f) S3 ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

8.4 In the event that Deposit Materials are released from escrow to the State, S3 hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of S3's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

8.5 S3 agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

1. WARRANTIES

1.1 Services

S3 warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

S3 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 and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and S3's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if S3 cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to S3 for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services; or (c) if S3 cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to S3 for the Deficient services.

1.3 Non-Infringement

S3 warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such

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WARRANTY AND WARRANTY SERVICES

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

S3 warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

S3 warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by S3 to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 Services

S3 warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

S3 warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.8 Breach of Data

S3 shall be solely liable for costs associated with any breach of State Data housed at their location(s) including, but not limited to, notification and any damages assessed by the courts.

2. WARRANTY PERIOD

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

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, S3 shall correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

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TRAINING SERVICES

Training Approach

Team S3 shall provide the State with the knowledge and training to ensure a successful implementation. The content contained in this section describes the training activities and the approach that Team S3 shall take to educate and train the end user and administrators in all aspects of the System use and functionality. The NH DRED training plan shall be developed to meet the specific needs of the State of New Hampshire and to ensure all users of the System are comfortable with the System operation.

Training and knowledge transference for the Burn Permit Solution shall be focused on two primary areas:

  a. the internet Solution User Interface as it pertains to the core sales processes, license payment, and license issuance; and

  b. the back office and administrative tools provided that will allow the NH DRED leadership to effectively oversee, update, and manage the online application.

User Training is typically conducted in a classroom-type setting and at regionally acceptable locations agreed to by the State in order to best accommodate the training attendees. The training is conducted in a "train the trainer" approach, whereby key system users (typically management resources of the State, retail agents, etc.) are asked to participate in any number of training sessions, typically from 1.5-3 hours in length during which critical system usage, operational components, and all key processes associated with the introduction of the System are reviewed and demonstrated. In most cases, users are also allowed to participate in a number of mock sales situations whereby they will be asked to sell products via the System in response to a number of common sales requests / scenarios.

The intent of this approach to training is for:

  1) Sales agents leave the training with a full working knowledge of the system, it's operation, and the State's expectations around core processes needed to successfully use, run, and oversee system operation; and

  2) Training attendees are able to train other resources at their locations.

Internet Application Training – End User Training

The intent of the Project is for a qualified and experienced vendor to produce a self-service internet sales channel. By definition, this assumes that the usability of the application on the internet must be easy to use, self-describing, and require little to no training. Team S3 shall provide an integrated "inclusionary" or "learn as you go" training approach in the base Burn Permit Solution platform.

The "inclusionary" approach to end user training means that the user views (include) all items currently available in the product catalog. The System business rules then determine for each user which of the available items the user is **able** to purchase based on their individual criteria and visually differentiates these from the items the user is not allowed to purchase.

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For example, available items are presented in bold and heavily contrasted font and typefaces, and the non-available items are "grayed out" and not able to be interacted with. In addition to this, users can "mouse over" these "unavailable" items and will immediately be presented with the reasons why these items are not available for purchase. Users "learn" the rationale of the sales process as they progress through it.

NH DRED Training Sessions – Administrator Training

S3 shall ensure that NH DRED leadership and management personnel have full operational knowledge of each part of the Solution including support desk tools, component function, and back-end applications well ahead of the deployment process.

As part of the Administrator Training, S3 will coordinate and utilize a classroom training environment at whatever location is most convenient for DRED and will walk the NH DRED Fire Permit Solution staff through the entirety of the internet application and the management / administrative portal and all of its features. The Administrator Training shall include, but not be limited to, the following:

System User Training:	Functional / Operational Overview
Training Length:	1-2 Classes / 3 hours per class + Optional 1 hour "Stay and Play"

Total number of classes and the location of each will be determined during the formal project requirements phase and will depend on factors such as:

    i.   geographic location of each sales agent
    ii.   number of resources from each sales location
    iii.   training facility availability
    iv.   training pc availability, etc.
    v.   will be required to attend, etc.

Typically, training is provided within two weeks of system deployment and is conducted over a time period of usually no more than ten (10) days.

Participants:	All NH DRED Staff (Admin, Technical, Support, etc.)
Topics Covered:	Internet Sales Channel / Administrative Functions

- Security / Login / Help Desk Functions
- Administrative Functions
- Online Sales Channel Application Functions

Basic concepts such as site navigation and user authentication shall be reviewed in great detail as part of the training process. The final training program shall be developed in conjunction with the NH DRED leadership team and management personnel to insure the best transference of knowledge. The updated plan will be provided to NH DRED as a portion of the final Work Plan Deliverable mandated by the State.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMIT SYSTEM
CONTRACT 2013-011- PART 3
EXHIBIT L
TRAINING SERVICES

NH DRED Training Materials

Team S3 personnel shall develop and produce all training materials required for the NH DRED internet fire permitting System. Due to the custom nature of many of the State Solutions, representatives from both S3 and the NH DRED shall be heavily involved in the development of training materials to ensure that documentation is both easy to understand and effective.

Team S3 will provide, at a minimum, the following training Documentation Deliverables. Past experience has shown these documents to be key components of a comprehensive training curriculum.

- **Master Training Plan Overview**
  - Outlines the various training plans and intended audiences. Details document handling and revision methodology.
- **Administration Portal Users Manual**
  - Administrator-level manual that defines System terminology, major System components, and administrative functions.
- **Help Desk Manual**
  - Details call handling, technical troubleshooting steps, trouble ticketing, administrative functions, and escalation policies.

All materials specific to the operation and management of the Solution shall be made available to NH DRED in both printed and electronic format. DRED will also have the option to have the electronic versions of the material available via the administrative portal of the Solution.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMIT SYSTEM
CONTRACT 2013-011- PART 3
EXHIBIT M
NH DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
RFP 2013-011 (WITH ADDENDA) INCORPORATED

NH DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT RFP 2013-011, with all included addenda, are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMIT SYSTEM
CONTRACT 2013-011- PART 3
EXHIBIT N
VENDOR PROPOSAL BY REFERENCE

S3 Proposal to Department of Resources and Economic Development is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
ONLINE FIRE PERMIT SYSTEM
CONTRACT 2013-011- PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

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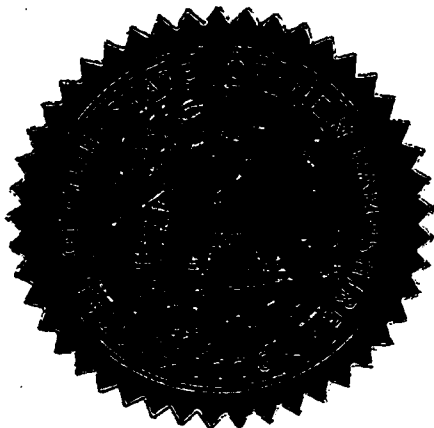   **C.** Contractor's Certificate of Insurance

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 a(n) Wyoming limited liability company

registered to do business in New Hampshire on March 1, 2013. I further certify that it is

in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of March, A.D. 2013

William M. Gardner
Secretary of State

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 _____.
    (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.

    _____
    (Contract Signatory – Signature)

    _2/27/13_____
    (Date)

STATE OF _TENNESSEE_____

COUNTY OF _DAVIDSON_____

On this the _27_ day of _FEBRUARY_ 20_13_, before me _ANN BARRY_____,
        (Day)   (Month)   (Yr)   (Name of Notary Public / Justice of the Peace)
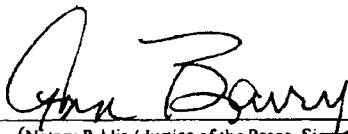
the undersigned officer, personally appeared _ERIC RICHEd_____, known to me (or
                                    (Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged

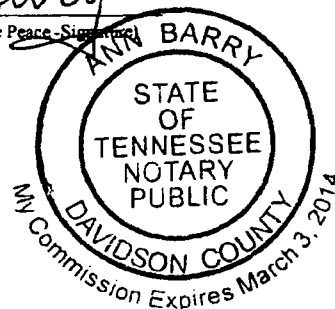that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand

and official seal.

(NOTARY SEAL)   _Ann Barry_____
                                    (Notary Public / Justice of the Peace-Signature)

Commission Expires: _March 3, 2014_

ANN BARRY
STATE
OF
TENNESSEE
NOTARY
PUBLIC
DAVIDSON COUNTY
My Commission Expires March 3, 2014

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2013

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		CONTACT NAME: Matt Winn			
BOLT Insurance Agency 10 Waterside Drive Suite 202 Farmington CT 06032		PHONE (A/C, No, Ext): (800) 216-4171		FAX (A/C, No): (860) 777-2621	
		E-MAIL ADDRESS: mwinn@boltinsurance.com			
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: The Hartford Insurance Group			
INSURED		INSURER B: CNA			
SOVEREIGN SPORTSMAN SOLUTIONS, LLC. 1055 CAITLIN TRL		INSURER C:			
		INSURER D:			
		INSURER E:			
SMYRNA TN 37167		INSURER F:			

COVERAGES   CERTIFICATE NUMBER: CL1321437015   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			02SBMAE5013	6/5/2012	6/5/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			02SBMAE5013	6/5/2012	6/5/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5085981683	3/1/2013	3/1/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
New Hampshire DRED 172 Tembroke Road Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dustin Pichette/DPICH

ACORD 25 (2010/05)

INS025 (201005).01

Rhonda Perry

From: Eric Richey [erichey@s3gov.com]
Sent: Wednesday, March 13, 2013 4:15 PM
To: Rhonda Perry
Cc: Nicole Warren
Subject: RE: contract issue

Thank you Rhonda. Please use this email as my approval and request for you to change the item on the contract addressed below in your prior email. Thank you.

Eric

Eric Richey
S3 CEO
Email: erichey@s3gov.com
Cell: 615-496-7555
Website: www.s3gov.com

From: Rhonda Perry [mailto:Rhonda.Perry@dred.state.nh.us]
Sent: Wednesday, March 13, 2013 2:50 PM
To: Eric Richey
Cc: Nicole Warren
Subject: contract issue

On Part 1 (P37) I entered S3's State vendor # in block 1.6. Just found out that is incorrect (apparently not what that block is used for). If you can email me back permission to change that block to read "N/A", then I can move forward with the signed copies you sent.

Rhonda Perry, Administrative Supervisor
New Hampshire Division of Forests and Lands
172 Pembroke Road
PO Box 1856
Concord, NH 03302-1856
603-271-2214 x319
603-271-6488 (Fax)
rhonda.perry@dred.state.nh.us