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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

71

April 17, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to exercise a **RETROACTIVE** contract extension to contract (PO# 1078899) with US eDirect, Inc. (VC #335436-B001), Roslyn Heights, New York, by increasing the contract by $50,000 to $100,000 from $50,000 and extending the end date to December 31, 2024 from December 31, 2022, to allow for continued operation of an online vendor service for implementing an out-of-state boater decal program, upon Governor and Council approval. The contract was originally approved by Governor and Council on March 3, 2021, Item #50. 100% Lake Restoration Funds.

Funding is available in the following account. Funding for FY 2024 is contingent upon availability of funds and continuing appropriation.

	FY 2023	FY 2024
03-44-44-442010-1430-102-500581	$25,000	$25,000
Dept. Environmental Services, Lakes Restoration Program, Contracts-for Program Services		

EXPLANATION

This is a **RETROACTIVE** request because the vendor was bought out by a larger company, and due to staffing changes and internal restructuring, the paperwork for the extension was held up in their end-of-year/new year accounting process.

The Department of Environmental Services (NHDES) selected U.S. eDirect Inc. through a competitive procurement process in 2020 to develop and implement an ecommerce platform for out of state boater decals. This program has been operational since June 2021.

The Aquatic Invasive Species Decal requirement was established by RSA 487:43 on July 1, 2019, requiring that no person shall operate a powerboat registered in another state on New Hampshire public waters without displaying a New Hampshire aquatic invasive species decal from NHDES. Section VII of this law authorizes the commissioner of NHDES to enter into contracts with individuals, public or private corporations, or institutions for assistance in developing, implementing, and issuing the aquatic invasive species decal.

The original contract was for two years, to allow NHDES to evaluate the effectiveness of the program and the services of the vendor to develop and implement the online platform to suit our needs. The original contract also included a provision for a contract extension for up to two additional years, through December 31, 2024, if elected by NHDES and U.S. eDirect. Based upon review of the first two years of the contract, we would like to extend the contract through December 31, 2024. To date, $43,750 of the original contract amount has been spent. The table below includes a summary of boater decal sales to date. From year one to year two of the program the program saw a doubling of decal sales. As outreach and awareness of the program increases, and as enforcement phases in, it is expected that decal sales will continue to increase over time.

Year	**2021**	**2022**
Decal sales (units)	375	774

The program is 100% fee funded through the Lake Restoration Fund. In the event that fee funds become no longer available, General Funds will not be requested to support this program.

This contract extension has been reviewed and approved by the Department of Information Technology.

This amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.

Robert R. Scott, 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

March 31, 2023

Robert R. Scott, Commissioner
Department of Environmental Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Scott:

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 the US eDirect, Inc., as described below and referenced as DoIT No. 2020-071A.

The purpose of this request is to provide continued operation of an online vender service for implementing am out-of-state boater decal program.

The Total Price Limitation will increase by $50,000 for a new Total Price Limitation of $100,000, effective upon Governor and Council approval through December 31, 2024.

A copy of this letter must accompany the Department of Environmental Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2020-071A

cc: Rick McLaughlin, IT Manager

AMENDMENT NO. 1
TO CONTRACT BETWEEN
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
U.S. eDIRECT

CONTRACT FOR SERVICES - DEVELOPMENT AND IMPLEMENTATION OF AN ECOMMERCE PLATFORM FOR OUT OF STATE BOATER DECALS.

WHEREAS, the State of New Hampshire, through the Department of Environmental Services (hereinafter referred to as the State) has entered into a contract with U.S. eDirectU.S. eDirect, Inc. (hereinafter referred to as the Contractor), to assist the New Hampshire Department of Environmental Services Exotic Species Program with development and implementing an ecommerce platform for out of state boater decals, effective March 30, 2021 through December 31, 2022.

NOW THEREFORE, in consideration of the foregoing, the parties hereto do agree as follows:

1. Amend the original contract between NHDES and U.S. eDirectU.S. eDirect, Inc. as approved by Governor and Council on March 30, 2021, as Item #50 in the following manner:

(a) The Completion Date as set forth in sub-paragraph 1.7 (Completion Date) in the General Provisions of the Contract shall be changed from December 31, 2022 to December 31, 2024.

(b) The Price Limitation as set forth in sub-paragraph 1.8 (Price Limitation) in the General Provisions of the Agreement shall be changed from $50,000 to $100,000, the purpose of the amendment is to allow for up to $25,000 per year for each of the added contractual years of 2023 and 2024, if payment for services rendered through a $6.00 transaction fee does not add up to the annual service charge of $25,000 each year.

The contract extension to be provided under this amended contract are described in Exhibit B-1, attached to this amendment. The budget details are provided in Exhibit C-1 attached to this amendment.

All other conditions outlined in the contract shall remain in effect.

4/17/23
Robert R. Scott, Commissioner — Date
Department of Environmental Services

DocuSigned by:
Sascha Ohler
DEF15462BB9E400...
1/20/2023
Sascha Ohler, Sr. VP Outdoor Recreation — Date
U.S. eDirect, Inc.

4/30/2023
Assistant Attorney General — Date
as to form, substance, and execution

DS
SO
Contractor Initials
Date 1/20/2023

EXHIBIT B-1
ADDITIONAL SCOPE OF SERVICES

The New Hampshire Department of Environmental Services (NHDES) selected U.S. eDirect Inc. (U.S. eDirect) through a competitive procurement process to develop and implement an ecommerce platform for out of state boater decals. The Aquatic Invasive Species Decal requirement was established by RSA 487:43 on July 1, 2019, requiring that no person shall operate a powerboat registered in another state on New Hampshire public waters without displaying a New Hampshire aquatic invasive species decal from the Department of Environmental Services. Section VII of this law authorizes the commissioner of the Department of Environmental Services to enter into contracts with individuals, public or private corporations, or institutions for assistance in developing, implementing, and issuing the aquatic invasive species decal.

The contract between U.S. eDirect and NHDES was approved during the Governor and Executive Council meeting on March 3, 2021 as Item #50. The original contract was for two years, to allow NHDES to evaluate the effectiveness of the program and the services of the vendor to develop and implement the online platform to suit our needs. The original contract also included a provision for a contract extension for up to two additional years, through December 31, 2024, if elected by NHDES and U.S. eDirect. Based upon review of the first two years of the contract, we would like to extend the contract through December 31, 2024.

EXHIBIT C-1
ADDITIONAL BUDGET

The original contract detailed provisions for payments in 2023 and 2024. There are no changes and to those terms outlined in the original contract, other than to raise the contract limit to $100,000 as outlined in 1(b) here. Contracted costs will not exceed a total of $25,000 per year by U.S. eDirect, either through the transaction fee or a combination of transaction fee and payment from the State to reach $25,000.

DS
Contractor Initials SA
Date 1/20/2023

CERTIFICATE OF SECRETARY OF
US eDirect, Inc.

The undersigned, being the duly elected and qualified Secretary of US eDirect, Inc., a New York corporation ("US eDirect"), hereby certifies on behalf of US eDirect that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Board of Directors of US eDirect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of US eDirect as of February 8, 2022.

US eDirect, Inc.,
a New York corporation

By: _____
Name: Abigail Diaz
Title: Secretary

RESOLUTIONS OF THE BOARD OF DIRECTORS OF
US eDirect, Inc.
a wholly owned subsidiary of NIC Inc.

WHEREAS, the board of directors of US eDirect, Inc., a New York corporation ("US eDirect"), deems it to be in the best interests of US eDirect to authorize certain individuals to enter into legally binding obligations or representations on behalf of US eDirect;

RESOLVED, that, **Leslee Nelson** is hereby authorized to make legally binding obligations or representations on behalf of US eDirect to and with federal, state, and local taxing jurisdictions (including signing federal, state, and local tax returns);

RESOLVED, that, in addition to US eDirect's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding marketing obligations or representations on behalf of US eDirect:

Elizabeth Proudfit – President, NIC Division

Elizabeth Thomas – Chief Operations Officer, NIC Division

Sascha Ohler – Sr. VP Outdoor Recreation

Tina Mize

William Van Asselt

RESOLVED, that the foregoing associated authorization will automatically terminate on such date that an aforementioned individual is no longer employed by Tyler Technologies, Inc., NIC Inc., or US eDirect;

RESOLVED, that each officer of US eDirect is hereby authorized and directed, in the name and on behalf of US eDirect, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that US EDIRECT INC. is a New York Profit Corporation registered to transact business in New Hampshire on September 10, 2020. 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: **850961**

Certificate Number: **0006091552**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of January A.D. 2023.

David M. Scanlan

Secretary of State

Business Information

Business Details

Business Name:	US EDIRECT INC.	Business ID:	850961
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	09/10/2020	Name in State of Incorporation:	US EDIRECT INC.
Date of Formation in Jurisdiction:	09/24/1999		
Principal Office Address:	7701 College Blvd, Suite 207, Overland Park, KS, 66210, USA	Mailing Address:	7701 College Blvd, Suite 207, Overland Park, KS, 66210, USA
Citizenship / State of Incorporation:	Foreign/New York		
		Last Annual Report Year:	2023
		Next Report Year:	2024
Duration:	Perpetual		
Business Email:	accounting@usedirect.com	Phone #:	516-767-2431
Notification Email:	accounting@usedirect.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Professional, Scientific, and Technical Services	Custom Computer Programming Services

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Abigail Diaz / Secretary	7701 College Blvd, Overland Park, KS, 66210, USA
Brian K Miller / Treasurer	7701 College Blvd, Overland Park, KS, 66210, USA
H. Lynn Moore Jr. / President	5101 Tennyson Pkwy, Plano, TX, 75024, USA
H. Lynn Moore Jr. / Director	5101 Tennyson Pkwy, Plano, TX, 75024, USA

Page 1 of 1, records 1 to 4 of 4

Registered Agent Information

Name:	CORPORATION SERVICE COMPANY
Registered Office Address:	10 Ferry Street Suite 313, Concord, NH, 03301, USA
Registered Mailing Address:	10 Ferry Street Suite 313, Concord, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

© 2022 State of New Hampshire.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2023

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
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-TTI-GAWX+-23-24

CONTACT NAME: Finn Davis
PHONE (A/C, No, Ext): (617) 999-7893 FAX (A/C, No):
E-MAIL ADDRESS: Finn.Davis@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Sentinel Insurance Company	11000
INSURER E : QBE Specialty Insurance Company	11515
INSURER F :	

INSURED
Tyler Technologies, Inc., and its subsidiaries,including NIC Services,LLC
7701 College Blvd
Overland Park, KS 66210

COVERAGES

CERTIFICATE NUMBER: NYC-011590908-01 REVISION NUMBER: 3

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			10 UEN DL0437	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			10 UEN DI9897	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
C	X UMBRELLA LIAB X OCCUR			10 XHU DL0102	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10WBAK8AGK	04/01/2023	04/01/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			130001996	12/17/2021	06/17/2023	Limit	5,000,000
	Cyber Protection							

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

CERTIFICATE HOLDER

State of NH
Department of Environmental Services
Commissioner Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976
LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Tyler Technologies, Inc., and its subsidiaries,including NIC Services,LLC 7701 College Blvd Overland Park, KS 66210
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.

Excess Cyber Protection:

$5,000,000 xs $5,000,000
Carrier: Munich Re Syndicate Limited
Policy Number: B0509FINPY2150857
Eff/Exp dates: 12/17/2021 - 06/17/2023
Per Claim and Aggregate Limit: $5,000,000
Business Interruption: $2,500,000
Ransomware: 2,500,000

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2023

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
MARSH USA, INC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-all-GAWX-22-23

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Sentinel Insurance Company	11000
INSURER E :	
INSURER F :	

INSURED
Tyler Technologies, Inc. and its subsidiaries, including USeDirect,Inc.
99 Powerhouse Road Suite 207
Roslyn Heights, NY 11577

COVERAGES

CERTIFICATE NUMBER: NYC-011534835-01 REVISION NUMBER: 5

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			10 UEN DL0437	04/01/2022	04/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	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 $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10WBAKBAGK	04/01/2022	04/01/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NH Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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A. Smagula

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

December 31, 2020

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

APPROVED G & C
DATE 3 March 2021
ITEM # 5D

REQUESTED ACTIONS

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with US eDirect, Inc., Roslyn Heights, New York (VC # 335436 B001), totaling $50,000, for the purpose of developing and managing an ecommerce platform for out-of-state boater decal sales, effective upon Governor and Council approval through December 31, 2022. 100% Lakes Restoration Funds.

Funding is available in the account as follows:

	FY 2021
03-44-44-442010-1430-102-500581 Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal	$50,000

EXPLANATION

The Aquatic Invasive Species Decal requirement was established by RSA 487:43 on July 1, 2019, requiring that no person shall operate a powerboat registered in another state on New Hampshire public waters without displaying a New Hampshire aquatic invasive species decal from the Department of Environmental Services. Section VII of this law authorizes the commissioner of the Department of Environmental Services to enter into contracts with individuals, public or private corporations, or institutions for assistance in developing, implementing, and issuing the aquatic invasive species decal.

NHDES issued a Request for Proposals (RFP) for the development and implementation of an ecommerce platform for out of state boater decals in spring 2020, and received two proposals. Both proposals were reviewed by NHDES staff using the scoring matrix outlined in the request for proposals. US eDirect, Inc. was the higher scoring proposal, as well as the low bidder for the project.

This project has been granted a waiver from the Office of the Attorney General from the statewide Merchant Card Processing Contract with J.P. Morgan Chase Bank, NA, and is also granted an exception to the hold on e-commerce environments that has been implemented due to the Supreme Court ruling in South Dakota v. Wayfair (see attached waiver confirmation). Further, the Department of Information Technology has reviewed and approved NHDES' documents relative to the information technology and ecommerce details for this project (see attached approval letter).

This program is 100% fee funded through the Lake Restoration Fund. In the event that fee funds become no longer available, General Funds will not be requested to support this program.

The agreements have been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, 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

January 4, 2021

Robert R. Scott, Commissioner
State of New Hampshire
Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Scott:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with US eDirect, Inc., Roslyn Heights, New York (VC # 335436 B001), as described below and referenced as DoIT No. 2020-071.

> The purpose of this contract is to provide for the development and management of an e-commerce platform for issuing the aquatic invasive species decals per RSA 487:43. This RSA requires that no person shall operate a powerboat registered in another state on New Hampshire public waters without displaying a New Hampshire aquatic invasive species decal from the Department of Environmental Services.
>
> The funding amount for this contract is not to exceed $50,000.00, and shall become effective upon Governor and Executive Council approval through December 31, 2022.

A copy of this letter should accompany the Department of Environmental Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT 2020-071

cc: Heather Pike, DoIT

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

FROM: Heather Kelley, Merchant Card Administrator
Fixed & Mobile Assets – Merchant Card Program

DATE: December 10, 2020

TO: Charles M. Arlinghaus
Department of Administrative Services

Commodity: 946*	**Vendor:** US eDirect, Inc.
Commodity Code: Financial Services	**Agency:** Department of Environmental Services, Water Division
Req. # N/A	**Est. Amount:** $50,000

Permission is hereby granted to waive the mandatory agency contract usage provision of RSA 21-I:17-C and Administrative Rules 600 for the following reasons:

The Department of Environmental Services, Water Division is granted a waiver from the statewide Merchant Card Processing Contract with J.P. Morgan Chase Bank, NA, Contract #8002054, and is also granted an exception to the hold on e-commerce environments that has been implemented due to the Supreme Court ruling in South Dakota v. Wayfair.

DES is allowed to enter in an a contract with US eDirect for out of state boater registrations and will ensure that the Contractor maintains PCI compliance while utilizing their services and will obtain yearly from the Contractor, an Attestation of Compliance.

The waiver is effective until the contract expiration with US eDirect, Inc. on December 31, 2022.

RECOMMENDED FOR ACCEPTANCE BY:

Heather Kelley

MERCHANT CARD ADMINISTRATOR
FIXED & MOBILE ASSETS – MERCHANT CARD PROGRAM

DATE December 10, 2020

APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Asst Comm

for

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/18/20.

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name US eDirect, Inc.		1.4 Contractor Address 99 Powerhouse Road, Suite 207 Roslyn Heights, NY 11577	
1.5 Contractor Phone Number 866-935-4653	1.6 Account Number 010-044-1430-~~075~~ 102	1.7 Completion Date December 31, 2022	1.8 Price Limitation $50,000
1.9 Contracting Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number 603-271-2248	
1.11 Contractor Signature Date: 10/20/20		1.12 Name and Title of Contractor Signatory William J. Bryan Vice President - North America	
1.13 State Agency Signature Date: 1/4/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 2/5/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

State of Missouri
County of Webster

JONIE CLIFT
Notary Public - Notary Seal
STATE OF MISSOURI
Webster County
My Commission Expires Mar. 28, 2024
Commission #12321004

Subscribed And sworn tobefore me this 20th day of October in the year 2020.

Jonie Clift
Jonie Clift

Contractor Initials
Date 10/20/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials MM
Date 10/20/10

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not

Contractor Initials

Date 10/20/20

be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials HM
Date 10/20/20

STATE OF NEW HAMPSHIRE

Department of Environmental Services:

Contract for Out of State Boater Decal eCommerce Platform Development and Maintenance, and Related Services:

NHDES – 2020-071

PART 2

INFORMATION TECHNOLOGY PROVISIONS

10/20/20

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Remainder of this page intentionally left blank

TERMS AND DEFINITIONS

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

TERM	DEFINITION
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.
Agreement	A Contract duly executed and legally binding.
APM	Application Performance Monitoring
Attachment	Supplementary material that is collected and appended at the back of a document.
Authorized Persons / Users	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
AWS	Amazon Web Services, the hosted environment.
AWS IAM	AWS Identity and Access Management (IAM) is a web service for securely controlling access to AWS services.

Breach of Security or Breach	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Business Hours	The Vendor's personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. ET, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Request/Order or CR	Formal documentation prepared for a proposed changed within the specifications or scope of work requested and approved by both parties that becomes effective only when signed by an authorized representative of both parties.
Commercial Off the Shelf Software (COTS)	Commercial off-the-shelf (COTS) is a term that references a non-developmental computer software.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)

Computer Security Incident	"Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37, IT General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

Contract Documents	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
Contract Manager(s)	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price.
Contractor/Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cross Walk	US eDirect-developed tool for migration of data from legacy and third-party systems as a step of system implementation.
Custom Code	Code developed by the Contractor specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
Deficiency (-ies)/Defects	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor 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 chapter 21-R by the Legislature effective September 5, 2008.
DDoS	Distributed Denial of Service
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DR	Disaster Recovery
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	The process of converting data to an unrecognizable or "encrypted" form. It is commonly used to protect sensitive information so that only authorized parties can view it. This includes files and storage devices, as well as data transferred over wireless networks and the Internet.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of Enhancements.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"): a. failure to perform the Services satisfactorily or on Schedule; b. failure to submit any report required; and/or c. failure to perform any other covenant, term or condition of the Contract.

MM 11/20/19

fedRAMP	The FedRAMP Program Management Office (PMO) mission is to promote the adoption of secure cloud services across the Federal Government by providing a standardized approach to security and risk assessment.
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.
GL	General Ledger
Governor and the Executive Council	The New Hampshire Governor and the Executive Council.
Hosting Services	The installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of the State and exclusively for the benefit of permitted users of the Software.
Hosting System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.
HTML5	HTML5 is a markup language used for structuring and presenting content on the World Wide Web.
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.
Intent to Negotiate	The purpose of the letter of intent is to ensure there is a "meeting of the minds" on price and key terms before the parties expend significant resources and legal fees in pursuing a procurement.

Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Vendor as essential to work on the Project.
License	Rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides.
Licensee	The State of New Hampshire
Maintenance Release	Is a release of a product that does not add new features or content.
MFA	Multi factor Authentication
National Institute of Standards and Technology (NIST)	A unit of the U.S. Commerce Department. Formerly known as the National Bureau of Standards, NIST promotes and maintains measurement standards. It also has active programs for encouraging and assisting industry and science to develop and use these standards.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Data	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.

Not to Exceed (NTE)	The commitment by the vendor that the value of an interim estimate (plus contingency allowances) will not exceed the amount of the firm proposal and estimates to be submitted at a later date. A NTE value, however, downward depending on the changes in the scope of work or in the associated specifications.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A file format for storing digital data, defined by a published specification usually maintained by a standards organization, and which can be used and implemented by anyone.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 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.
Parties	The Contractor and the State of New Hampshire collectively.

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PCI Compliant	Payment card industry (PCI) compliance refers to the technical and operational standards that businesses must follow to ensure that credit card data provided by cardholders is protected.
Personal Data	"Personally Identifiable Information" (or "PII") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
PII	Personally identifiable information
PM	Project Manager; or Project Management
PMM	Project Management Methodology
PMBOK	Project Management Body of Knowledge
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Holdback	Portion of payment to a contractor withheld by the State of New Hampshire until a deliverable finished to the agencies satisfaction.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Manager(s)	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).

Project Staff	State personnel assigned to work with the Vendor on the Project.
Project Team	The group of State employees and Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
RD	Recreation Dynamics
Recreation Dynamics	US eDirect's solution suite of which the proposed online transaction processing solution is a component.
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.
RTM	Requirements Traceability Matrix
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
SKUs	Stock Keeping Units. In the field of inventory management, a stock keeping unit is a distinct type of item for sale, such as a product or service, and all attributes associated with the item type that distinguish it from other item types.
SME	Subject-Matter Expert

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Software	All Custom, SAAS and COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor.
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.
SSL	Secure Sockets Layer. SSL is a secure protocol developed for sending information securely over the Internet.

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Confidential Information	State Data and information and Confidentiality 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: Access to Government Records and Meetings.
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: Access to Governmental Records and Meetings.
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 Request (CR).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.

Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Maintenance	The various forms of computer or server maintenance required to keep a computer system running properly.
Technical Authorization	Direction to a Vendor which fills in details, clarifies, interprets, or specifies technical requirements.
Term	Period of the Contract from the Effective Date through Contract Conclusion or termination.
TLS	Transport Layer Security. It is a form of security protocol that offers high levels of privacy, as well as data integrity when it comes to communication using networks and the internet.
Transition Services	Services and support provided when the Vendor is supporting system changes.
UAT	User Acceptance Testing
Vendor/ Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system application or network.
VPAT	Voluntary Product Accessibility Template (VPAT) A Voluntary Product Accessibility

	Template (VPAT™) is a document that explains how information and communication technology (ICT) products such as software, hardware, electronic content, and support documentation meet (conform to) the Revised 508 Standards for IT accessibility.
W3C	World wide Web Consortium
WAI	Web Accessibility Initiative's
Warranty	The conditions under, and period during, which the producer or vendor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Release	Code release that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
WCAG	Web Content Accessibility Guidelines
Work For Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.

Work Hours	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m., eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. 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 upon request.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: System Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Contracted Vendor either in paper or electronic format.
XSS	Cross-site scripting (XSS) is a type of computer security vulnerability typically found in web applications.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Environmental Services ("State"), and US eDirect, Inc. a of New York Corporation, ("Contractor"), having its principal place of business at 99 Powerhouse Road, Suite 207, Roslyn Heights, NY 11577.

This scope includes a branded web page where customers will provide information about their boat, provide a mailing address, validate input then the solution will allow the customer to pay for the decal with a payment card. For this scope the vendor shall design the interface, data collection and the payment process based on a standard "Buy as Guest" model. The vendor will maintain the entire decal provisioning solution, to ensure proper function and security in compliance with state of New Hampshire requirements. It is preferred that the vendor use the State's specifications to acquire the decals annually, following prescribed color rations and other information updates on the decals. Specifically, the vender will:

- Set up and maintain a web interface platform for ecommerce sale of decals, that captures the information as listed in this RFP
- Process transactions, collect fees, and retain agreed upon transaction fee
- Generate electronic receipts that are emailed to the customer immediately following completion of the transaction
- Mail decals to customers with a receipt for their transaction
- Send monthly check disbursements for fees collected as part of the transactions for decal purchases, minus transaction fee
- Check must be accompanied by a cover letter outlining the volume of transactions during the month, total fees collected, and total transaction fees retained
- Set up and maintain the capability for NHDES to enter system and create a report of the information to be accessible, as outlined immediately above, and listed below
    - State in which the vessel is registered
    - The type of motorized vessel that that customer indicated
    - Date and time stamp of the transaction
- Troubleshoot any problems with the web interface, provide customer service as needed for transaction/website problems, and report any website problems to NHDES, and indicate how they were resolved
- Provide a final annual report to NHDES to include:
    - Total number of transactions for the year, with monthly totals broken out
    - Total income from sales
    - Total vendor fee
    - Total amount remitted to NHDES via mailed checks

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- A summary of any technical problems related to setting up, maintaining, and operating the site
- Recommendations for site/transaction improvement

Additionally, the vendor will be required to have regular communication with the project manager to 1) relay status of the system and any problems; 2) provide monthly written reports of transactions, problems, and problem resolution; and 3) provide a monthly excel spreadsheet export of data from transactions that month.

The Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Vendor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

RECITALS

Whereas the State desires to have the Contractor provide an eCommerce service to allow NHDES to implement the provisions of RSA 487:43, relative to an out of state boater decal program, and associated Services for the State;

Whereas the Contractor wishes to provide: the design, interface, data collection and the payment process based on a standard "Buy as Guest" model for boaters to purchase decals pursuant to RSA 487:43. The vendor will maintain the entire decal provisioning solution, to ensure proper function and security in compliance with state of New Hampshire requirements to the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract Agreement NHDES is comprised of the following documents:

A. Part 1 – Form P-37 General Provision

B. Part 2 – Information Technology Provisions

C. Part 3 – Exhibits

Exhibit A – Special Provisions

Exhibit B – Scope of Services

Exhibit C – Price and Payment Schedule

Exhibit D – Administrative Services - (Not Applicable)

Exhibit E – Implementation Services

Exhibit F – Testing Services

Exhibit G – Maintenance and Support Services

Exhibit H – Requirements

Exhibit I – Work Plan

Exhibit J – Software Agreement - (Not Applicable)

Exhibit K – Warranty and Warranty Services - (Not Applicable)

Exhibit L – Training Services

Exhibit M – Agency RFP with Addendums, by reference

Exhibit N – Vendor Proposal, by reference

Exhibit O – Certificates and Attachments

1.2. Order of Precedence

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

i. State of New Hampshire, Department of Environmental Services Contract Agreement 2020-071, including Parts 1, 2, and 3.

ii. State of New Hampshire, Department of Environmental Services 2020-071

iii. Vendor Proposal Response to NH Department of Environmental Services 2020-071

2. CONTRACT TERM

2.1. 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").

2.2. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Term may be extended

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up to three (3) 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 December 31, 2025 under the same terms and conditions, subject to approval of the Governor and Executive Council.

2.3. The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

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

2.5. Time is of the essence in the performance of the Contractor's obligation under the Contract.

3. COMPENSATION

3.1. Contract Price

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: Price Limitation. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: Contract Price/Price Limitation/Payment, and Part 3 – Exhibit C: Price and Payment Schedule.

3.2. Non-Exclusive Contract

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

4. CONTRACT MANAGEMENT

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

4.1. Contractor's Contract Manager

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

William Bryan

99 Powerhouse Road, Suite 207

Roslyn Heights, NY 11577

573-690-9586

bbryan@usedirect.com

4.2. Contractor's Project Manager

4.2.1. The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2. The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 – Exhibit I: Work Plan, Section 2: Contractor Roles and Responsibilities. The Contractor's Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2 – Information Technology Provisions, Section 4.2: Contract Project Manager, and in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background

Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5. Contractor Project Manager is:

Jennifer Pittsley, PMP

99 Powerhouse Road

Roslyn Heights, NY 11577

573-690-9586

jpittsley@usedirect.com

4.3. Contractor's Key Project Staff

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the RFP and further defined within this contract.: System Requirements and Deliverables-Vendor Response Checklist. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2 – Information Technology Provisions, Section 4.6: Background Checks.

4.3.2. The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks.

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

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

Jennifer Pittsley, Senior Project Manager

Andrew Davies, Vice President

Michael Roling, Lead Technical Project Manager

Megan Godbold- Business Analyst

Patricia de la Vega, Software Engineer

4.4. State Contract Manager

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

NHDES Exotic Species Program Coordinator

29 Hazen Drive

Concord, NH 03301

603-271-2248

Amy.P.Smagula@des.nh.gov

4.5. State Project Manager

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

a. Leading the Project;

b. Engaging and managing all Contractors;

c. Managing significant issues and risks;

d. Reviewing and accepting Contract Deliverables;

e. Invoice sign-offs;

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f. Review and approval of Change Request; and

g. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

NHDES Exotic Species Program Coordinator
29 Hazen Drive
Concord, NH 03301
603-271-2248
Amy.P.Smagula@des.nh.gov

4.6. Reference and Background Checks

4.6.1. The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

4.6.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 – Information Technology Provisions, Section 11: Use of State's Information, and Confidentiality.

5. DELIVERABLES

5.1. The Contractor's Responsibilities

5.1.1. The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

5.1.2. The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract.. The State will consider the Contractor to be wholly responsible for the

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performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. Deliverables and Services

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 – Exhibit B: Scope of Services. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 – Exhibit B: Scope of Services. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

5.4. Software Review and Acceptance - (Not Applicable)

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 – Exhibit F: Testing Services.

6. SOFTWARE - (Not Applicable)

7. SERVICES

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

7.1. Administrative Services

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 – Exhibit D: Administrative Services.

7.2. Implementation Services

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 – Exhibit E: Implementation Services.

7.3. Testing Services

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 – Exhibit F: Testing Services.

7.4. Maintenance and Support Services

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Part 3 – Exhibit G: System Maintenance and Support.

7.5. Warranty Services

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Part 3 – Exhibit K: Warranty & Warranty Services.

7.6. Training Services

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 – Exhibit L: Training Services.

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8. WORK PLAN DELIVERABLES

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

8.2. The initial Work Plan shall be a separate Deliverable and is set forth in Part 3 – Exhibit I: Work Plan. The Contractor shall update the Work Plan as necessary, 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 Part 3 – Exhibit I: Work Plan. The updated Part 3 – Exhibit I: Work Plan, as approved by the State, is incorporated herein by reference.

8.3. Unless otherwise agreed in writing by the State, changes to the Part 3 – Exhibit I: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

8.4. In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

8.5. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

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

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

9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. Software Title

10.1.1. Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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

10.2. States Data and Property

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except:

a. in the course of Data center operations;

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b. in response to service or technical issues;

c. as required by the express terms of this Contract; or

d. at the State's written request.

10.3. Contractor's Materials

10.3.1. Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

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

10.4. State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.5. Custom Software Source Code - (Not Applicable)

In the event that the State purchases Software development Service, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, and non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed Software. This section does not apply to the Contractor's proprietary Software code.

10.6. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 10: Intellectual Property shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

11.1. Use of State's Information

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2. State Confidential Information

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

11.2.2. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;

b. 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;

c. 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

d. 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.

11.2.3. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

11.2.4. In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3. Contractor Confidential Information

Insofar as the Contractor seeks to maintain the Confidentiality of its Confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. 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: Access to Government Records and Meetings. In the event the State receives a request for the information identified by the Contractor as Confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State

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shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4. Survival

This Contract Agreement – Part 2 -- Information Technology Provisions, Section 11, Use of State's Information, and Confidentiality, shall survive termination or conclusion of the Contract.

12. LIMITIATION OF LIABILITY

12.1. State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation.*

12.2. States 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.

12.3. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 12: Limitation of Liability shall survive termination or Contract Conclusion.

13. TERMINATION

13.1. Termination for Default

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

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

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

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

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

e. Procure Services that are the subject of the Contract from another source and the Contractor 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. The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2.. Termination for Convenience

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

upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Part 3 – Exhibit C: Price and Payment Schedule, of the Contract.

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

13.3. Termination for Conflict of Interest

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

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

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

13.4. Termination Procedure

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

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

a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;

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

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

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

e. During any period of Service suspension, the Contractor shall not take any action to intentionally erase any State Data;

i. In the event of termination of any Service or Agreement in entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:

- 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.
- 30 days after the Effective Date of termination, if the termination is for convenience.
- 60 days after the Effective Date of termination, if the termination is for cause.

f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;

g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and

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

13.4.3. After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its Systems or otherwise in its possession or under its control:

a. 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;

b. The Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;

c. The Contractor shall securely dispose of all requested Data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and

d. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

13.5. Survival

This Contract Agreement – Part 2 – Information Technology Provisions, Section 13: Termination shall survive termination or Contract Conclusion.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

15.1. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an Event of Default at the sole discretion of the State.

15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the

Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.

15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Part 2 – Information Technology Provisions, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

16.1. 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.

16.2. 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:

16.3. 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.

TABLE 16: Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	US eDirect, Inc. Sr Project Manger	Watershed Management Bureau Administrator	Five (5) Business Days
First	US eDirect, Inc. Vice President	NHDES Exotic Species Program Coordinator	Five (5) Business Days

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17. DOIT GENERAL TERMS AND CONDITIONS

17.1. Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, Systems, equipment, Documentation, information, reports, or Data of any kind (hereinafter "Information"), the Contractor understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to System entry/access.

d. That all Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such Software strictly Confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.

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

17.2. Email Use

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

17.3. Internet/Intranet Use

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

17.4. Regulatory Government Approvals

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

18. GENERAL CONTRACT REQUIREMENTS

18.1. Insurance certificate

The 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.

18.2. Exhibits

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

18.3. Venue and Jurisdiction

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

18.4. 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 RFP Appendix H – Section H-25.12-14: Confidential Information; Part 1, P-37 General Provisions – Section 7: Personnel; Part 1, P-37 General Provisions – Section 13: Indemnification; Part 2 – Information Technology Provisions, Section 10: Intellectual Property; Part 2 – Information Technology Provisions , Section 11: Use of State's Information and Confidentiality; Part 2 – Information Technology Provisions , Section 12: Limitation of Liability; Part 2 – Information Technology Provisions , Section 13: Termination; and Part

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3 – Exhibit K: Section 2: Warranty Period which shall all survive the termination of the Contract.

18.5. Force Majeure

18.5.1. Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

18.5.2. Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

18.6. Notices

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

TABLE 18.6: Notices

CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
US eDirect, Inc. Vice President	NHDES Exotic Species Program Coordinator
99 Powerhouse Road, Suite 207	29 Hazen Drive
Roslyn Heights, NY 11577	Concord, NH 03301
573-690-9586	603-271-2248
bbryan@usedirect.com	Amy.P.Smagula@des.nh.gov

18.7. ELECTRONIC EXECUTION

An electronically transmitted version of this Agreement may be considered the original and the Contractor will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

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19. DATA PROTECTION

19.1. Data Protection

Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the Confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

b. All Data obtained by the Contractor in the performance of this Contract shall become and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for Encryption of the Personal Data.

c. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The State shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and Encryption for all Non-Public Data shall be identified and made a part of this Contract.

d. At no time shall any Data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

e. The Contractor shall not use any information collected in connection with the Service issued from this Proposal for any purpose other than fulfilling the Service.

19.2. Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within

the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

19.3. Security Incident or Data Breach

The Contractor shall inform the State of any Security Incident or Data Breach in accordance with NH RSA Chapter 359-C:20: *Notice of Security Breach*.

a. Incident Response: the Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

b. Security Incident Reporting Requirements: the Contractor shall report a Security Incident to the appropriate State Identified Contact immediately if it reasonably believes there has been a security incident.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

19.4. Breach Responsibilities

This section only applies when a Data Breach occurs with respect to personal Data within the possession or control of the Contractor.

19.4.1. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State Identified Contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident.

19.4.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. the Contractor shall:

a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach,

b. promptly implement necessary remedial measures, if necessary, and

c. Document responsive actions taken related to the Data Breach, including any post-incident Review of events and actions taken to make changes in business practices in providing the Service, if necessary.

19.4.3. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with:

a. The investigation and resolution of the Data Breach;

b. Notifications to individuals, regulators or others required by State law;

c. A credit monitoring Service required by State (or federal) law;

d. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and

e. Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

19.5. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to the Data of the State. The Contractor shall not respond to subpoenas, Service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

19.6. Access to Security Logs and Reports

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

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19.7. Contract Audit

The Contractor shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

19.8. Data Center Audit

The Contractor shall perform an independent audit of its Data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

19.9. Advance Notice

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, System changes) that may impact Service availability and performance. A major upgrade is a replacement of hardware, Software or firmware with a newer or better version in order to bring the System up to date or to improve its characteristics. It usually includes a new version number.

19.10. Security

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

19.11. Non-Disclosure and Separation of Duties

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

19.12. Import and Export of Data

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export Data to/from other Service providers.

19.13. Responsivities and Uptime Guarantee

The Contractor shall be responsible for the acquisition and operation of all hardware, Software and network support related to the Services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The System shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide Service to customers as defined in the SLA.

19.14. Right to Remove Individuals

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

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STATE OF NEW HAMPSHIRE

Department of Environmental Services:
Out of State Boater Decal eCommerce Platform Development and Maintenance, and Related Services:
NHDES – 2020-071

PART 3
INFORMATION TECHNOLOGY EXHIBITS

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DOIT Master Template: 20200204

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EXHIBIT A – SPECIAL PROVISIONS

1. SPECIAL PROVISIONS

There are no changes to the terms outlined in the P-37 General Provisions.

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EXHIBIT B – SCOPE OF SERVICES

The contractor was selected to provide an ecommerce solution for the NHDES, to allow the agency to implement the provisions of RSA 487:43, relative to the out of state boater decal program.

The general scope of the project is for the contractor to provide NHDES with a well- designed interface, data collection and the payment process based on a standard "Buy as Guest" model. The vendor will maintain the entire decal provisioning solution, to ensure proper function and security in compliance with state of New Hampshire requirements.

1. STATEMENT OF WORK

The contractor will:

- Set up and maintain a web interface platform for ecommerce sale of decals, that captures the information as listed in this RFP
- Process transactions, collect fees
- Generate electronic receipts that are emailed to the customer immediately following completion of the transaction
- Mail decals to customers with a receipt for their transaction
- Send monthly check disbursements for fees collected as part of the transactions for decal purchases, minus transaction fee
- Check must be accompanied by a cover letter outlining the volume of transactions during the month, total fees collected, and total transaction fees retained
- Set up and maintain the capability for NHDES to enter system and create a report of the information to be accessible, as outlined immediately above, and listed below
    - State in which the vessel is registered
    - The type of motorized vessel that that customer indicated
    - Date and time stamp of the transaction
- Troubleshoot any problems with the web interface, provide customer service as needed for transaction/website problems, and report any website problems to NHDES, and indicate how they were resolved
- Provide a final annual report to NHDES to include:
    - Total number of transactions for the year, with monthly totals broken out
    - Total income from sales
    - Total vendor fee
    - Total amount remitted to NHDES via mailed checks

- A summary of any technical problems related to setting up, maintaining, and operating the site
- Recommendations for site/transaction improvement

Additionally, the vendor will be required to have regular communication with the project manager to 1) relay status of the system and any problems; 2) provide monthly written reports of transactions, problems, and problem resolution; and 3) provide a monthly excel spreadsheet exports of data from transactions that month.

The Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Vendor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

1.1. General Project Assumptions

a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

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

c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Part 3 - Exhibit H: *Requirements*. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity

and to safeguard the Confidentiality and integrity of State networks, Systems and Data.

d. 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.

e. Pricing for Deliverables set forth in Part 3 - Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES

TABLE 2.: Deliverables

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
	PLANNING AND PROJECT MANAGEMENT	
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written

10	Data Conversion Plan and Design	Written
11	Deployment Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
14	Business Continuity Plan	Written
15	Documentation of Operational Procedures	Written
INSTALLATION		
16	Provide Software Licenses if needed	Written
17	Provide Fully Tested Data Conversion Software	Software
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
19	Conduct Integration Testing	Non-Software
20	Conduct User Acceptance Testing	Non-Software
21	Perform Production Tests	Non-Software
22	Test In-Bound and Out-Bound Interfaces	Software
23	Conduct System Performance (Load/Stress) Testing	Non-Software
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
SYSTEM DEPLOYMENT		

25	Converted Data Loaded into Production Environment	Software
26	Provide Tools for Backup and Recovery of all Applications and Data	Software
27	Conduct Training	Non-Software
28	Cutover to New Software	Non-Software
29	Provide Documentation	Written
30	Execute Security Plan	Non-Software
OPERATIONS		
31	Ongoing Hosting Support	Non-Software
32	Ongoing Support & Maintenance	Software
33	Conduct Project Exit Meeting	Non-Software

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	After G&C approval (end of September)	**Please see pricing explanation below the form***
2	Work Plan	Written	7/27/2020	
3	Project Status Reports	Written	Monthly, by the 5th of each month	
4	Infrastructure Plan including software details	Written	7/27/2020	
5	Security Plan	Written	7/27/2020	
6	Communications and Change Management Plan	Written	7/27/2020	
7	Software Configuration Plan	Written	7/27/2020	
8	Systems Interface Plan and Design/Capability	Written	7/27/2020	
9	Testing Plan	Written	7/27/2020	
10	Data Conversion Plan and Design	Written	7/27/2020	
11	Deployment Plan	Written	7/27/2020	

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12	Comprehensive Training Plan and Curriculum	Written	7/27/2020	
13	End User Support Plan	Written	7/27/2020	
14	Business Continuity Plan	Written	7/27/2020	
15	Documentation of Operational Procedures	Written	7/27/2020	
SOFTWARE DEVELOPMENT				
16	Develop software and and online display and provide an example in proposal	Software	11/2/2020	
17	Provide Fully Tested Data Conversion Software	Software	11/2/2020	
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	11/2/2020	
TESTING				
19	Conduct Integration Testing	Non-Software	11/2/2020	
20	Conduct User Acceptance Testing	Non-Software	11/2/2020	
21	Perform Production Tests	Non-Software	11/2/2020	
22	Test In-Bound data entry and Out-Bound text/email confirmation email to customer	Software	11/2/2020	
23	Conduct System Performance (Load/Stress) Testing	Non-Software	11/2/2020	
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	11/2/2020	
SYSTEM DEPLOYMENT				
25	Converted Data Loaded into Production Environment	Software	11/2/2020	
26	Provide Tools for Backup and Recovery of all Applications and Data	Software	11/2/2020	
27	Conduct Pre-Production, Pre-Go-Live Meeting with State of New Hampshire Project Manager	Non-Software	11/2/2020	

28	Cutover to Live Solution	Non-Software	11/2/2020	
29	Provide Documentation	Written	11/2/2020	
30	Execute Security Plan	Non-Software	11/2/2020	
OPERATIONS				
31	Ongoing Hosting Support	Non-Software	11/2/2020	
32	Ongoing Support & Maintenance	Software	11/2/2020	
33	Conduct Project Exit Meeting	Non-Software	11/2/2020	
TOTAL PROJECT COST				$25,000/year

*Year 1 and 2 priced at $25,000 per year. Years three through five will be priced as follows:

- Pricing model based on a fixed fee per transaction of $6.00 plus shipping and handling, with all fees paid by the customer. Annual minimum to US eDirect is $25,000.
- Decals would be purchased through NH Correctional Industries
- NHDES Will provide mailing envelopes for fulfillment by US eDirect

Proposed Vendor Staff, Resource Hours and Rates Worksheet

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

NHDES will pay US eDirect, Inc. as follows:

Year	Contracted Cost	Payment Schedule
2020	$25,000 maximum	• Twenty-five percent (25%) of the median estimate is due upon execution • Twenty-five percent (25%) of the median estimate is due upon completion of the Design stage • Twenty-five percent (25%) of the median estimate is due upon completion of the Build stage • The remaining balance upon is due completion of the Deploy stage
2021	$25,000 maximum	11 monthly payments of $2,083.33, and one payment of 2083.37, each upon monthly invoice
2022*	$25,000 minimum	If vendor has not reached $25,000 through a $6 transaction fee by 12/31/22 balance of remaining annual contract cost will be paid in full by NHDES.

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2023*	$25,000 minimum	If vendor has not reached $25,000 through a $6 transaction fee by 12/31/22 balance of remaining annual contract cost will be paid in full by NHDES.
2024*	$25,000 minimum	If vendor has not reached $25,000 through a $6 transaction fee by 12/31/22 balance of remaining annual contract cost will be paid in full by NHDES.

*Years 2022-2024 are pending contract extension after the first two years of the contract.

1.2. Future Vendor Rates Worksheet

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

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 2 – Information Technology Provisions Section 2: *Contract Term.*

See table above for inclusive costs and costs for extension in years 3-5.

1.3. Services Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic Implementation date. Actual payments may differ from the estimate if the project start date slips or if Implementation takes longer as this will cause a shorter maintenance period. Table should be customized to reflect the Project and the cost composing the Contractor's proposal.

See table above for all costs.

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation.* The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

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3. TRAVEL EXPENSES

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. The Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

4. SHIPPING AND DELIVERY FEE EXEMPTION

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

5. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

6. INVOICE ADDRESS

Invoices may be sent to:

NHDES, c/o Amy P. Smagula

29 Hazen Drive

Concord, NH 03301

Invoices may also be sent via email to Amy.P.Smagula@des.nh.gov

7. PAYMENT ADDRESS

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

8. OVERPAYMENTS TO THE CONTRACTOR

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

9. CREDITS

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

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EXHIBIT D – ADMINISTRATIVE SERVICES

1. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

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

4. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E – IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

1.1. State Meetings and Reports

1.1.1. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice 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 the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

c. **Status Meetings**: Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.

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

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

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

1.1.2. The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.

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1.1.3. The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project stat

1.1.4. us reports, which shall contain, at a minimum, the following:

a. Project status related to the Work Plan;

b. Deliverable status;

c. Accomplishments during weeks being reported;

d. Planned activities for the upcoming two (2) week period;

e. Future activities;

f. Issues and concerns requiring resolution; and

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

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

2. IMPLEMENTATION STRATEGY

2.1. Key Components

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

a. The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2. Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change

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management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3. Change Management and Training

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

The contractor's project methodology is outlined in the project proposal and work plan they supplied.

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EXHIBIT F – TESTING SERVICES

The Contractor shall provide the following Products and Services described in Part 3 - Exhibit F: Testing Services, including but not limited to:

1. TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project.

a. The Contractor will provide training as necessary to the State staff responsible for test activities.

b. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

c. 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.

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

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

1.1. Test Planning and Preparation

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

1.1.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.1.3. The State will commence its testing within Ten (10) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

1.1.4. 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.

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

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in Part 2 – Information Technology Provisions, Section 1: Contract Documents, through the Contract end date.

1.1. Contractor's Responsibility

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

1.1.1. Maintenance Releases

The Contractor shall make available to the State the latest program updates, general Maintenance Releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

1.1.2. Standard Agreement

The State will adopt the Contractor's standard maintenance Agreement modified to address terms and conditions inconsistent with State Statutes and general State Information Technology (IT) practices.

2. SYSTEM SUPPORT

2.1. Contractor's Responsibility

2.1.1. The Contractor will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.1.2. 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 – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and Seven (7) days a week with an email / telephone response within Four (4) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within Twenty Four (24) hours of a request;

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Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within Four (4) hours of notification of planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

3.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

3.2. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

3.3. For all maintenance service calls, the Contractor shall ensure the following information will be collected and maintained:

- **a.** Nature of the Deficiency;
- **b.** Current status of the Deficiency;
- **c.** Action plans, dates, and times;
- **d.** Expected and actual completion time;
- **e.** Deficiency resolution information;
- **f.** Resolved by;
- **g.** Identifying number (i.e. work order number);
- **h.** Issue Identified by; and

3.4. The Contractor must work with the Department to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- **a.** Mean time between reported Deficiencies with the Software;
- **b.** Diagnosis of the root cause of the problem; and
- **c.** Identification of repeat calls or repeat Software problems.

3.5. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 – Information Technology Provisions - Section 13.1: Termination for Default, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.

3.6. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the

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State shall have the right, at its option, to pursue the remedies in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies.

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EXHIBIT H – REQUIREMENTS

1. REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within. For details refer to business and technical requirements spreadsheets submitted as part of proposal package by vendor.

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EXHIBIT I – WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Fourteen (14) Calendar days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the requirements defined in the RFP and further described in the Contractor's Proposal. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

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

1. ASSUMPTIONS

1.1. General

a. 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.

b. All State tasks must be performed in accordance with the revised Work Plan.

c. 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.

d. 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.

1.2. Project Management

a. The State shall approve the Project Management Methodology used for the Project.

b. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

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

1.3. Project Schedule

Deployment is planned to begin upon contract approval (estimated October 2020), with a planned go-live date of December 31, 2020.

1.4. Reporting

The Contractor shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

1.5. Performance and Security Measures

a. The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Executive

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

2.2. Contractor's Team Project Manager

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

a. Maintain communications with the State's Project Manager;

b. Work with the State in planning and conducting a kick-off meeting;

c. Create and maintain the Work Plan;

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d. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;

e. Define roles and responsibilities of all the Contractor Team members;

f. Provide bi-weekly and monthly update progress reports to the State Project Manager;

g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;

h. Review task progress for time, quality, and accuracy in order to achieve progress;

i. 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;

j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;

k. Inform the State Project Manager and staff of any urgent issues if and when they arise;

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

m. Manage handoff to the Contractor operational staff;

n. Manage Transition Services as needed.

2.3. Contractor's Team Analysis

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

a. Construct and confirm application test case scenarios;

b. Produce application configuration definitions and configure the applications;

c. Conduct testing of the configured application;

d. Produce functional Specifications for extensions, conversions, and interfaces;

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

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

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

h. Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and

i. Assist with the transition to production.

3. 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.

3.1. State Project Manager

The State Project Manager shall work side-by-side with the Contractor's 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:

a. Plan and conduct a kick-off meeting with assistance from the Contractor's team;

b. Assist the Contractor's Project Manager in the development of a detailed Work Plan;

c. Identify and secure the State Project Team members in accordance with the Work Plan;

d. Define roles and responsibilities of all State Project Team members assigned to the Project;

e. 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;

f. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;

g. Inform the Contractor's Project Manager of any urgent issues if and when they arise;

h. Assist the Contractor's team staff to obtain requested information if and when required to perform certain Project tasks;

i. Manage handoff to State operational staff; and

j. Manage State staff during Transition Services as needed.

3.2. State Subject Matter Expert(s) (SME)

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

a. Be the key user and contact for their Agency or Department;

b. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;

c. Assist in validating and documenting user requirements, as needed;

d. Assist in mapping business requirements;

e. Assist in constructing test scripts and Data;

f. Assist in System Integration, and Acceptance Testing;

g. Assist in performing conversion and integration testing and Data Verification;

h. Attend Project meetings when requested; and

i. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.

4. PRELIMINARY WORK PLAN

The following table provides the preliminary agreed upon Work Plan for the Contract (from page 45 of contractor's proposal).

Task Name	Duration	Start	Finish
NHDES - US eDirect Recreation Dynamics Implementation	**25d**	**Thu 10/1/20**	**Mon 11/2/20**
Project Management	**25d**	**Thu 10/1/20**	**Mon 11/2/20**
Project Kickoff Meetings	1d	Thu 10/1/20	Thu 10/1/20
Project Documentation Finalization:	**2d**	**Fri 10/2/20**	**Mon 10/5/20**
Documentation Delivered	0d	Mon 10/5/20	Mon 10/5/20

wpk
10/20/20

Task Name	Duration	Start	Finish
Weekly Status Meetings	20d	Thu 10/8/20	Mon 11/2/20
Monthly Project Governance Meetings	1d	Fri 10/23/20	Fri 10/23/20
Functional (Business Readiness)	**9d**	**Thu 10/1/20**	**Tue 10/13/20**
Generation of Requirements Traceability Matrix	1d	Fri 10/2/20	Fri 10/2/20
Requirements Validation	**4d**	**Mon 10/5/20**	**Thu 10/8/20**
Functional Requirements Validation w Demos	2d	Mon 10/5/20	Tue 10/6/20
Functional Mapping	2d	Wed 10/7/20	Thu 10/8/20
Sandbox	**3d**	**Thu 10/1/20**	**Mon 10/5/20**
Subject Matter Expert/Power User Training	2d	Fri 10/2/20	Mon 10/5/20
Functional Testing	3d	Tue 10/6/20	Thu 10/8/20
Gap List Generation. Bug List Mngmt	3d	Tue 10/6/20	Thu 10/8/20
Customization	5d	Wed 10/7/20	Tue 10/13/20
Functional Sign Off Document Delivered	0d	Tue 10/13/20	Tue 10/13/20
Data	**24d**	**Thu 10/1/20**	**Sun 11/1/20**
Static Data	**13d**	**Thu 10/1/20**	**Mon 10/19/20**
Static Data Discovery	**4d**	**Thu 10/1/20**	**Tue 10/6/20**
Data Generation/Conversion & Cleanup	**4d**	**Thu 10/1/20**	**Tue 10/6/20**
Review Data Quality and Completeness	1d	Wed 10/7/20	Wed 10/7/20
Static Data Import	**3d**	**Thu 10/8/20**	**Mon 10/12/20**
Static Data Validation and Testing	**5d**	**Tue 10/13/20**	**Mon 10/19/20**
Static Data Signoff Document Delivered	0d	Mon 10/19/20	Mon 10/19/20
Dynamic Data (If importing current customers)	**9d**	**Thu 10/15/20**	**Tue 10/27/20**
Dynamic Data Discovery	**3d**	**Thu 10/15/20**	**Mon 10/19/20**
Data Generation/Conversion & Cleanup	**3d**	**Thu 10/15/20**	**Mon 10/19/20**
Review Data Quality and Completeness	1d	Tue 10/20/20	Tue 10/20/20
Initial Dynamic Data Import	**2d**	**Wed 10/21/20**	**Thu 10/22/20**
Data Validation and Testing	**3d**	**Fri 10/23/20**	**Tue 10/27/20**
Dynamic Data Singoff Document Delivered	0d	Tue 10/27/20	Tue 10/27/20
Complete Data Sign Off Document Delivered	0d	Tue 10/27/20	Tue 10/27/20
Final Pre-Go Live Data Import	2d	Sat 10/31/20	Sun 11/1/20
Deployment (System Readiness)	**24d**	**Thu 10/1/20**	**Sun 11/1/20**
System Setup	**12d**	**Fri 10/2/20**	**Mon 10/19/20**
User Acceptance Testing (UAT)	**8d**	**Fri 10/9/20**	**Tue 10/20/20**

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Task Name	Duration	Start	Finish
Develop Test Plan	2d	Fri 10/9/20	Mon 10/12/20
Test Plan Delivered	0d	Mon 10/12/20	Mon 10/12/20
Testing	5d	Tue 10/13/20	Mon 10/19/20
Configuration Changes/Device Troubleshooting	5d	Wed 10/14/20	Tue 10/20/20
UAT Signoff Document Delivered	0d	Tue 10/20/20	Tue 10/20/20
Additonal Training	21d	Thu 10/1/20	Thu 10/29/20
Planning and Documentation	1d	Thu 10/1/20	Thu 10/1/20
Train the Trainer Sessions	3d	Wed 10/21/20	Fri 10/23/20
End User Training Sessions	4d	Mon 10/26/20	Thu 10/29/20
Training Signoff Document Delivered	0d	Thu 10/29/20	Thu 10/29/20
Go Live Readiness Signoff	0d	Thu 10/29/20	Thu 10/29/20
Legacy System Blackout Period	2d	Sat 10/31/20	Sun 11/1/20
Go Live Checklist Tasks	2d	Sat 10/31/20	Sun 11/1/20
GO LIVE	1d	Mon 11/2/20	Mon 11/2/20
Operations	3d	Tue 11/3/20	Thu 11/5/20

Remainder of this page intentionally left blank

EXHIBIT J – SOFTWARE AGREEMENT

Remainder of this page intentionally left blank

EXHIBIT K – WARRANTY & WARRANTY SERVICES

1. WARRANTIES

1.1. System

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

1.2. Software

The Contractor warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

a. the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

b. the re-performance of the deficient Services; or

c. if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3. Viruses; Destructive Programming

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

1.4. Compatibility

The Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software

components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.5. Services

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

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in indefinitely.

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EXHIBIT L – TRAINING SERVICES

1. TRAINING SERVICES

The Contractor shall provide the following Training Services.

Because this system will be used by customers online, there will be no training sessions for them. As Recreation Dynamics is an intuitive system, users are guided to complete applications with required information. Upon successful completion of the form, NHDES may require customers to review and provide mandatory acknowledgement of terms and conditions or waivers. Having agreed to the terms and conditions, the customer can pay for their purchase.

The contractor training sessions for NHDES will cater to the NHDES roles required of the online decal purchase initiative. The sessions can be delivered via webinar or with US eDirect staff conducting them in-person. UAT (User Acceptance Training is the last round of testing before Go-Live. The testers will be chosen from the NHDES users who will interact daily with the system.

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10/20/20

EXHIBIT M – AGENCY RFP WITH ADDENDUMS, BY REFERENCE

1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

NHDES 2020-071 Out of State Boater Decal eCommerce Platform Development and Maintenance, and Related services dated May 3, 2020 is hereby incorporated and reference as fully set forth herein.

Remainder of this page intentionally left blank

EXHIBIT N – VENDOR PROPOSAL, BY REFERENCE

1. VENDOR PROPOSAL, BY REFERENCE

US eDirect, Inc. Proposal to NHDES 2020-071 Out of State Boater Decal eCommerce Platform Development and Maintenance, and Related Services dated June 30, 2020 is hereby incorporated and reference as fully set forth herein.

Remainder of this page intentionally left blank

10/20/20

EXHIBIT O – CERTIFICATES AND ATTACHMENTS

1. CERTIFICATES AND ATTACHMENTS

a. Exhibit H Requirements – Attachment 1
b. Agency Exhibits – Attachment 1B - (Not Applicable)
c. Contractor's Certificate of Good Standing
d. Contractor's Certificate of Vote/Authority
e. Contractor's Certificate of Insurance
f. Vendor Proposal

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that US EDIRECT INC. is a New York Profit Corporation registered to transact business in New Hampshire on September 10, 2020. 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: **850961**

Certificate Number: **0005224714**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of January A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, HELONIE KOLEGA, SECRETARY of the US EDIRECT INC, do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

(1) I am the duly elected SECRETARY;
(Office)

(2) at the meeting held on OCTOBER 8th 2020, the US EDIRECT INC voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the US EDIRECT INC further authorized the VP NORTH AMERICA to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

WILLIAM BRYAN
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the SECRETARY of
(Office of Certifying Officer)
the US EDIRECT INC, this 19 day of OCTOBER, 2020.
(Organization)

(Signature of Certifying Officer)

STATE OF New York

County of Nassau

On this the 19 day of October 2020 before me Eric Wexler
(Notary Public)
the undersigned officer, personally appeared HELONIE KOLEGA who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the SECRETARY of the Organization being authorized so to do,
(Office)
executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

(Notary Public Signature)

Eric Wexler
Notary Public, State of New York
No. 01WE6399987
Qualified in Nassau County
Commission Expires November 4, 2023

Commission Expiration Date:
(Seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/4/2021

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
City Underwriting Agency
2001 Marcus Avenue Suite W180
Lake Success NY 11042

CONTACT NAME: David Hyer
PHONE (A/C, No, Ext): 516-358-3500 FAX (A/C, No): 516-358-3540
E-MAIL ADDRESS: Dhyer@cuagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Ins. Co. of America	19046
INSURER B: Travelers Indemnity Company	25658
INSURER C: Continental Casualty Company	20443
INSURER D: Axis Surplus Insurance Co.	26620
INSURER E:	
INSURER F:	

INSURED USEDIRE-01
US Edirect Inc
99 Powerhouse Road
Roslyn Heights NY 11577

COVERAGES **CERTIFICATE NUMBER: 1162477578** **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			6804B675519	3/6/2020	3/6/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6804B675519	3/6/2020	3/6/2021	COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			CUP4B705553	3/6/2020	3/6/2021	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3K764900	3/2/2020	3/2/2021	X PER STATUTE / X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			596835076	10/8/2020	10/8/2021	Limit	$5,000,000
D	Profess Liab Excess			ENN600784	10/8/2020	10/8/2021	Limit	$3,000,000
C	Cyber Liability			596854856	1/15/2021	1/15/2022	Limit	$2,000,000

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

CERTIFICATE HOLDER

State of NH, Department of
Environmental Services, Commissioner
Department of Environmental Services
29 Hazen Drive
Concord NH 03301

CANCELLATION 30 Days Written Notice

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Security Standards Council

Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.2.1

June 2018

Security Standards Council

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1: Service Provider and Qualified Security Assessor Information

Part 1a: Service Provider Organization Information

Company Name:	US eDirect, Inc.		DBA (doing business as):		
Contact Name:	Thomas Strand		Title:	CIO	
Telephone:	855-233-5460		E-mail:	tstrand@usedirect.com	
Business Address:	99 Powerhouse Rd #207		City:	Roslyn Heights	
State/Province:	New York	Country:	USA	Zip:	11577
URL:	www.usedirect.com				

Part 1b: Qualified Security Assessor Company Information (if applicable)

Company Name:	SecurityMetrics, Inc.				
Lead QSA Contact Name:	Michael Ohran		Title:	Security Analyst	
Telephone:	801-995-6494		E-mail:	aoc@securitymetrics.com	
Business Address:	1275 West 1600 North		City:	Orem	
State/Province:	Utah	Country:	USA	Zip:	84057
URL:	www.securitymetrics.com				

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PCI Security Standards Council

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed:	Recreation Dynamics integrated with Titan Payment Dynamics	
Type of service(s) assessed:		
Hosting Provider: ☐ Applications / software ☐ Hardware ☐ Infrastructure / Network ☐ Physical space (co-location) ☐ Storage ☐ Web ☐ Security services ☐ 3-D Secure Hosting Provider ☐ Shared Hosting Provider ☐ Other Hosting (specify):	**Managed Services (specify):** ☐ Systems security services ☐ IT support ☐ Physical security ☐ Terminal Management System ☐ Other services (specify):	**Payment Processing:** ☒ POS / card present ☒ Internet / e-commerce ☐ MOTO / Call Center ☐ ATM ☐ Other processing (specify):
☐ Account Management	☐ Fraud and Chargeback	☒ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify):		

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.

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Part 2a: Scope Verification *(continued)*

Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed:	None

Type of service(s) not assessed:

Hosting Provider:	**Managed Services (specify):**	**Payment Processing:**
☐ Applications / software ☐ Hardware ☐ Infrastructure / Network ☐ Physical space (co-location) ☐ Storage ☐ Web ☐ Security services ☐ 3-D Secure Hosting Provider ☐ Shared Hosting Provider ☐ Other Hosting (specify):	☐ Systems security services ☐ IT support ☐ Physical security ☐ Terminal Management System ☐ Other services (specify):	☐ POS / card present ☐ Internet / e-commerce ☐ MOTO / Call Center ☐ ATM ☐ Other processing (specify):
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify):		

Provide a brief explanation why any checked services were not included in the assessment:	

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Part 2b. Description of Payment Card Business

Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.	US eDirect, Inc. (hereafter referred to as US eDirect) provides software services to manage parks and recreation organizations. This includes campground and recreation management and facilitating payment for associated activities. US eDirect does not ever store cardholder data. US eDirect provides e-commerce technology to process transactions. Cardholder data is received securely from customer web browsers, then transmitted to payment processors for authorization. US eDirect websites are used as a point-of-sale (POS) by merchants. The salesclerks use the POS website to send the transaction amount to the payment processors. The integrated POI/POS devices receive the transaction amount from the payment processor and then transmit cardholder data directly to payment processors. US eDirect receives an authorization code and transaction ID from the payment processor. No POI/POS devices are managed by US eDirect; they are managed by the merchants.
Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.	None

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country):
Example: Retail outlets	*3*	*Boston, MA, USA*
Amazon Web Services (AWS) Data centers	4	US East (Auburn, Virginia), Asia Pacific (Sydney, Australia), US West (Oregon West) Canada (Central)
Corporate offices	1	Rosyln Heights, NY, USA

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? ☒ Yes ☐ No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
Titan Payment Dynamics	2.0	US eDirect, Inc.	☐ Yes ☒ No	N/A – Application is not listed.

Part 2e. Description of Environment

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Provide a ***high-level*** description of the environment covered by this assessment. *For example:* • *Connections into and out of the cardholder data environment (CDE).* • *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*	System components and services are contained within AWS cloud services data centers. Data is sent into and out of the AWS environment using TLSv1.2. Cardholders connect via a web browser to systems in AWS. The Recreation Dynamics web application is integrated with Titan Payment Dynamics to process cardholder data and transmit it to payment processors. People within the scope of the assessment include system administrators, management, software developers, and human resources personnel. Technologies within the scope of the assessment include e-commerce, web servers, application servers, database servers and cloud services.
Does your business use network segmentation to affect the scope of your PCI DSS environment? *(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)*	☒ Yes ☐ No

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Part 2f: Third-Party Service Providers

Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated?	☐ Yes ☒ No

If Yes:

Name of QIR Company:	N/A
QIR Individual Name:	N/A
Description of services provided by QIR:	N/A

Does your company have a relationship with one or more third-party service providers (for example, Qualified Integrator Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated?	☒ Yes ☐ No

If Yes:

Name of service provider:	Description of services provided:
Authorize.net	PSP
First Data	PSP
Elavon	PSP
Verifone	PSP
Moneris	PSP
FIS	PSP
Vital	PSP
Wells Fargo	PSP
B Point	PSP
ANZ	PSP
Bambora	PSP

Note: Requirement 12.8 applies to all entities in this list.

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Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as "Not Tested" or "Not Applicable" in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as "Not Tested" or "Not Applicable" in the ROC.
- **None** – All sub-requirements of that requirement were marked as "Not Tested" and/or "Not Applicable" in the ROC.

For all requirements identified as either "Partial" or "None," provide details in the "Justification for Approach" column, including:

- Details of specific sub-requirements that were marked as either "Not Tested" and/or "Not Applicable" in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:	Recreation Dynamics integrated with Titan Payment Dynamics			
	Details of Requirements Assessed			
PCI DSS Requirement	**Full**	**Partial**	**None**	**Justification for Approach** (Required for all "Partial" and "None" responses. Identify which sub-requirements were not tested and the reason.)
Requirement 1:	☐	☒	☐	**1.2.3 N/A – No wireless networks are present in the CDE.**
Requirement 2:	☐	☒	☐	**2.6 N/A – The entity is not a shared hosting provider.**
Requirement 3:	☐	☒	☐	**3.1 N/A - No cardholder data is stored or retained.** **3.4, 3.5, 3.6 N/A – No card data is stored.** **3.4.1 N/A – Disk encryption is not used and removable media is not generated in the CDE.**
Requirement 4:	☐	☒	☐	**4.1.1 N/A – No wireless networks are part of or are connected to the CDE. .** **4.2 N/A – End-user messaging technologies are not used to send cardholder data.**
Requirement 5:	☒	☐	☐	
Requirement 6:	☒	☐	☐	
Requirement 7:	☒	☐	☐	
Requirement 8:	☐	☒	☐	**8.1.3 N/A - No users with access to the CDE were terminated in the past six months.** **8.1.5 N/A – No vendor accounts are granted access to the environment.** **8.5.1 N/A – No access to customer systems.**

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				8.7 N/A - No database contains cardholder data.
Requirement 9:	☐	☒	☐	**9.5.1 – 9.6.3 N/A – No backup media containing cardholder data is generated in the CDE.** **9.8.1 N/A – No hardcopy materials are ever created with card data.** **9.9 N/A – No devices are maintained by the entity.**
Requirement 10:	☒	☐	☐	
Requirement 11:	☐	☒	☐	**11.2.3 N/A – No significant changes in past 12 months.** **11.3.2 N/A - No internal perspective.**
Requirement 12:	☒	☐	☐	
Appendix A1:	☐	☐	☒	**A.1 N/A – Entity is not a hosting provider.**
Appendix A2:	☐	☐	☒	**A.2 N/A – POI devices do not connect to the service.**

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Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	*July 29, 2020*	
Have compensating controls been used to meet any requirement in the ROC?	☐ Yes	☒ No
Were any requirements in the ROC identified as being not applicable (N/A)?	☒ Yes	☐ No
Were any requirements not tested?	☐ Yes	☒ No
Were any requirements in the ROC unable to be met due to a legal constraint?	☐ Yes	☒ No

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Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated *July 29, 2020.*

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (*check one):*

☒	**Compliant:** All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall **COMPLIANT** rating; thereby *US eDirect, Inc.* has demonstrated full compliance with the PCI DSS.
☐	**Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall **NON-COMPLIANT** rating, thereby *US eDirect, Inc.* has not demonstrated full compliance with the PCI DSS. **Target Date** for Compliance: An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with the payment brand(s) before completing Part 4.*
☐	**Compliant but with Legal exception:** One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand. *If checked, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement being met

Part 3a. Acknowledgement of Status

Signatory(s) confirms:
(Check all that apply)

☒	The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version *3.2.1*, and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
☒	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
☒	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
☒	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

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Part 3a. Acknowledgement of Status (continued)	
☒	No evidence of full track data[1], CAV2, CVC2, CID, or CVV2 data[2], or PIN data[3] storage after transaction authorization was found on ANY system reviewed during this assessment.
☒	ASV scans are being completed by the PCI SSC Approved Scanning Vendor *SecurityMetrics, Inc. certificate # 3707-01-12*

Part 3b. Service Provider Attestation	
DocuSigned by: [signature] FEMF6B7031C04D0...	
Signature of Service Provider Executive Officer ↑	*Date:* 7/30/2020 | 09:14 PDT
Service Provider Executive Officer Name: **Michael Giannone**	*Title:* **Vice-President of Technical Services**

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)	
If a QSA was involved or assisted with this assessment, describe the role performed:	The assessor performed a full assessment of all applicable PCI DSS 3.2.1 controls and completed the Report on Compliance.

DocuSigned by: Michael Ohran 24001A5CD2334A9...	
Signature of Duly Authorized Officer of QSA Company ↑	*Date:* 7/30/2020 | 09:55 PDT
Duly Authorized Officer Name: **Michael Ohran**	*QSA Company:* **SecurityMetrics, Inc.**

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)	
If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	N/A

[1] Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

[2] The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

[3] Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

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Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If NO selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	☐	☐	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	☐	☐	
3	Protect stored cardholder data	☐	☐	
4	Encrypt transmission of cardholder data across open, public networks	☐	☐	
5	Protect all systems against malware and regularly update anti-virus software or programs	☐	☐	
6	Develop and maintain secure systems and applications	☐	☐	
7	Restrict access to cardholder data by business need to know	☐	☐	
8	Identify and authenticate access to system components	☐	☐	
9	Restrict physical access to cardholder data	☐	☐	
10	Track and monitor all access to network resources and cardholder data	☐	☐	
11	Regularly test security systems and processes	☐	☐	
12	Maintain a policy that addresses information security for all personnel	☐	☐	
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers	☐	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	☐	☐	

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