State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488
TDD Access: Relay NH 1-800-735-2964
nhdfl.dncr.nh.gov

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June 26, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands to exercise a **Retroactive** contract renewal option (Contract #DNCR-2020-001) with Sovereign Sportsman Solution, LLC (S3) (VC #230940), Kansas City, MO, for an Online Fire Permit System by extending the completion date from June 30, 2024 to June 30, 2028, effective upon Governor and Council approval. The original contract was approved by Governor and Council on August 26, 2020, item #54. No State Funds Required.

EXPLANATION

This request is **retroactive** due to administrative delay in obtaining the required contractual documents to proceed with a request to Governor and Council. The business entity, S3, was recently acquired by PayIt, LLC who is not yet familiar with government contracts and the backup documents required.

The Division of Forests and Lands (Division) uses an online fire permit system to expand the options and convenience for landowners to obtain fire permits. The Division can track the number and location of fire permits obtained through the online system, post daily fire danger warnings, and send email notifications to permitees and Town Forest Fire Wardens. The online fire permit system incurs no cost to the State as the vendor, S3, receives a transaction fee directly from the customer. Additionally, S3 hosts the system in a secure data center meeting the State of New Hampshire's PCI standards.

Per RSA 227-L:17, a fire permit is required for any outdoor burning whenever the ground is not covered by snow. Through this contract with S3, the Division has been able to offer the online fire permit system as a way for landowners to obtain fire permits at their convenience. Since 2015, over 282,704 fire permits have been obtained through an online system. In just in 2023 alone, 43,684 fire permits were obtained online. Not only is this online fire permit system a convenience for landowners but it has also reduced pressure on local Forest Fire Wardens who in the past were required to issue fire permits in-person.

DoIT has approved the contract amendment and the Attorney General's Office has reviewed and approved the contract amendment as to form, substance, and execution.

Respectfully submitted,

Patrick D. Hackley
Director

Concurred,

CSM

Sarah L. Stewart
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 21, 2024

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources
State of New Hampshire
172 Pembroke Road
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Sovereign Sportsman Solutions, LLC, as described below and referenced as DoIT No. 2020-001A.

The purpose of this request is to continue to maintain the online fire permit system and to expand the options and convenience for landowners to obtain fire permits.

This is a no cost contract amendment, effective upon Governor and Executive Council approval for the period of June 30, 2024 through June 30, 2028.

A copy of this letter must accompany Department of Natural and Cultural Resources' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2020-001A

cc: Nicole Warren, IT Manager

STATE OF NEW HAMPSHIRE

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

DIVISION OF FORESTS AND LANDS

DoIT # DNCR – 2020-001 ONLINE FIRE PERMIT SYSTEM

AMENDMENT A

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Forest and Lands
DoIT # DNCR-2020-001 Online Fire Permit System
AMENDMENT A

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP DoIT # **DNCR-2020-001** on August 26, 2020, Item #54, (herein after referred to as the "Agreement"), Sovereign Sportsman Solutions, LLC (S3) (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the **Division of Forests and Lands** (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to renew for an additional four (4) year period;

WHEREAS, the Department and the Vendor wish to extend the completion date from June 30, 2024 to June 30, 2028;

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.4 of Agreement contract located form 4336 Kenilwood Drive, Nashville, TN 37204 to 1100 Main St, Suite 700, Kansas City, MO 64105.
2. Amend Section 1.7 of the State of New Hampshire P-37 General Provisions by extending the Completion Date from June 30, 2024 to June 30, 2028.

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

TABLE 1: AMENDMENT DETAILS

Contract # DNCR-200-001 Part 2 - Information Technology Provisions	AMENDED TEXT
4.1	Replace section 4.1 Contractor's Contract Manager Rob Walker with: Jack Laskowitz; VP of Revenue and Business Operations Payit 1100 Main St, Suite 700 Kansas City, MO 64105 Tel: 341-578-5425 Email: jlaskowitz@payitgov.com
4.2.5	Replace Section 4.2.5 Contractor Project Manager Ashley Grubbs with: Tonya Cooke; SR Project Manager PayIt 1100 Main St, Suite 700 Kansas City, MO 64105 Tel: 615-430-7723 Email: tcooke@payitgov.com
4.3.3.1	Replace Section 4.3.3.1 Contractor Key Project Staff: Richard Bonazzoli with: Chris Willard; Chief Customer Officer cwillard@payitgov.com 541-409-5081 Mr. Willard will serve as the project's executive sponsor. Jean Nobile; SVP, Operations jnobile@payitgov.com 505-412-0577 Ms. Nobile will assign, direct and manage project implementation and operations staff as required. Bharat Swatantran; SVP, Engineering bswatantran@payitgov.com 404-933-1803 Mr. Swantantran will assign, direct and manage project engineering staff as required.

16	Replace Table 16 Dispute Resolution Responsibility and Schedule Table with revised table 16 below.
18	Replace Table 18.6 Notices with revised Table 18.6 below.

TABLE 16: Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Tonya Cooke, SR PM	Forest Ranger Captain	Fire (5) Business Days
First	Jean Nobile, SVP	Chief, Forest Protection Bureau	Ten (10) Business days
Second	Chris Willard, CCO	Sarah Stewart, Commissioner DNCR	Fifteen (15) Business Days

TABLE 18.6: Notices

CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
Jack Laskowitz, VP	Chief, Forest Protection Bureau
1100 Main St. Suite 700	172 Pembroke Road
Kansas City, MO 64105	Concord NH 03301
314-578-5425	603-271-2214
jlaskowitz@payitgov.com	

Contract # DNCR-200-001 Part 3 - Information Technology Exhibits	AMENDED TEXT
Section Number 1.2	Replace Table Future Vendor Rates Worksheet with table below.
1.3	Transaction Fees will remain the same. Table below reflects the Fiscal Year update.

1.2. Future Vendor Rates Worksheet

Position Title	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
SR Project Manager	$185.00/hour	$185.00/hour	$185.00/hour	$185.00/hour	$185.00/hour
Project Manager	$140.00/hour	$140.00/hour	$140.00/hour	$140.00/hour	$140.00/hour
SR Developer	$175.00/hour	$175.00/hour	$175.00/hour	$175.00/hour	$175.00/hour
Developer	$138.00/hour	$138.00/hour	$138.00/hour	$138.00/hour	$138.00/hour
SR Database Engineer	$175.00/hour	$175.00/hour	$175.00/hour	$175.00/hour	$175.00/hour
Database Engineer	$141.00/hour	$141.00/hour	$141.00/hour	$141.00/hour	$141.00/hour
SR Business Analyst	$145.00/hour	$145.00/hour	$145.00/hour	$145.00/hour	$145.00/hour
Business Analyst	$115.00/hour	$115.00/hour	$115.00/hour	$115.00/hour	$115.00/hour
Quality Assurance Analyst	$115.00/hour	$115.00/hour	$115.00/hour	$115.00/hour	$115.00/hour
Data Scientist	$85.00/hour	$85.00/hour	$85.00/hour	$85.00/hour	$85.00/hour

Table 1.3: Transaction Fees:

Transaction Fee Structure	SFY 2025	SFY 2026	SFY 2027	SFY 2028
	$5.50	$5.50	$5.50	$5.50

Remainder of page intentially left blank.

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

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

CONTRACTOR

Date: 13-Jun-2024

Jerod Sands
Sovereign Sportsman Solutions, LLC

STATE OF NEW HAMPSHIRE

Date: 7/5/24

Sarah L. Stewart, Commissioner

AGENCY SIGNATORY NAME, TITLE Click or tap here to enter text.
State of New Hampshire - Department of Natural and Cultural Resources
AGENCY FULL DESCRIPTIVE NAME Click or tap here to enter text.

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

Approved by the Attorney General

Sheri Phillips, AAG

Date: 7/09/2024

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Forest and Lands
DoIT # DNCR-2020-001 Online Fire Permit System
AMENDMENT A

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

2020-001 DNCR Online Fire Permit - Amendment A 2024.06.10

Final Audit Report 2024-06-13

Created:	2024-06-10
By:	Jack Laskowitz (jlaskowitz@payitgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfr0gibB6U2rZI1bQRbp2HYVTocK7uhqt

"2020-001 DNCR Online Fire Permit - Amendment A 2024.06.10 " History

Document created by Jack Laskowitz (jlaskowitz@payitgov.com)
2024-06-10 - 3:04:57 PM GMT

Document emailed to Jerod Sands (jsands@payitgov.com) for signature
2024-06-10 - 3:05:01 PM GMT

Email viewed by Jerod Sands (jsands@payitgov.com)
2024-06-12 - 10:48:18 PM GMT

Email viewed by Jerod Sands (jsands@payitgov.com)
2024-06-13 - 10:13:43 PM GMT

Document e-signed by Jerod Sands (jsands@payitgov.com)
Signature Date: 2024-06-13 - 10:14:31 PM GMT - Time Source: server

Agreement completed.
2024-06-13 - 10:14:31 PM GMT

Adobe Acrobat Sign

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

Business ID: **687841**

Certificate Number: **0006664620**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2024.

David M. Scanlan

Secretary of State

Certificate of Authority #3

(Limited Partnership, Limited Liability Professional Partnership or LLC)

Limited Partnership or LLC Certificate of Authority

I, Michael Plunkett, **hereby certify** that I am a Partner, Member or Manager
(Name)
of Sovereign Sportsman Solutions a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)
liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that Jerod Sands is authorized to bind the partnership or LLC. I
*(P-37 Signatory)**
further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATE: 6/10/2024 **ATTEST:** DocuSigned by: C4C78DC7878F4BA... *(Signature)*

Chief Development Officer
(Title)

*** Note:** The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same individual.

CERTIFICATE OF LIABILITY INSURANCE

3/1/2025

DATE (MM/DD/YYYY): 6/28/2024

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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcase@lockton.com

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company, Ltd.	11000
INSURER B: The Hartford Business Service Center	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1540062 SJ LLC
1100 MAIN ST., SUITE 700
KANSAS CITY MO 64115

COVERAGES CERTIFICATE NUMBER: 20715097 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	N	N	37SBARH6901	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY X ANY AUTO	N	N	37SBARH6901	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB [ ] OCCUR	N	N	37SBARH6901	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED [ ] RETENTION $							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A	N	37WBCCD2936	3/1/2024	3/1/2025	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROPERTY	N	N	37SBARH6901	3/1/2024	3/1/2025	LIMIT: SEE POLICY FOR SCHEDULED VALUES	

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

CERTIFICATE HOLDER

NH Department of Natural & Cultural Resources
172 Pembroke Road

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

Joseph M Ligatti

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JUL31 '20 PM 2:40 DAS

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

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

July 20, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands to enter into a contract with Sovereign Sportsman Solutions, LLC (S3) (VC #230940), Franklin, TN for an Online Fire Permit System, with the option to renew for an additional 4-year period, upon approval of Governor and Executive Council through June 30, 2024. No State is funding is required for this contract.

EXPLANATION

In accordance with RSA 227-L:17, II, a fire permit is required for any outdoor burning whenever the ground is not covered by snow. Over the last 7 years, the Division of Forests and Lands (Division) has been able to offer the online fire permit system managed by S3 as a way for landowners to obtain fire permits. When a person acquires an online permit, notification is automatically sent to the Town Forest Fire Warden so they are aware. The Vendor, S3, will receive a transaction fee directly from each customer transaction. The system will continue to incur no cost to the State. S3 will host the system in a secure data center, meeting specified PCI standards. Through this online system, the Division will continue to be able to track fire permits issued, post daily fire danger warnings, and send email notifications to permitees and Town Fire Wardens which is a vital tool for the Division's communications. The Online Fire Permit System has proven to be valuable during the COVID-19 Pandemic by allowing individuals to obtain fire permits while maintaining safety and social distancing.

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

The current Online Fire Permit System has reduced printing expenditures for paper permits provided to the permit issuers at no cost, by providing the paperless option. The system also enables the Division to collect statistical data pertaining to fire permits issued throughout the State. This system will allow local departments and State forest rangers to be notified and track permits issued in their jurisdiction.

The option of contracting with the Department of Information Technology (DoIT) to develop an on-line fire permitting software application was not viable due to the costs involved. The Division has no funding available to accommodate this project.

During Fiscal Year 2020, DoIT assisted the Division with the development of a Request for Proposal (RFP) to ensure that State standards are being met and that the technical and security issues that would be essential to the success of the project have been addressed.

On December 11, 2019, the Division issued RFP #2020-001 to seek a new contractor for the Online Fire Permit System and S3 was the only respondent. Based on their performance over the past 7 years, we are confident they will be able to meet our needs successfully.

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

Respectfully submitted,

William T. Guinn
Acting Director

Concurred,

Sarah L. Stewart
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

July 16, 2020

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources
Division of Historical Resources
State of New Hampshire
20 Park Street
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Sovereign Sportsman Solutions, LLC. (S3), Franklin, TN as described below and referenced as DoIT No. 2020-001.

This is a request to enter into a contract for S3 to provide a commercial-off-the-shelf database-driven fire permitting application. S3 will be charging a fee per transaction and will retain the funds from each transaction to develop, implement, host, and maintain the internet-based permit website.

The State is not expending any funds for this contract. The contract shall become effective upon Governor and Council approval through June 30, 2024.

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

Sincerely,

Kenneth R. Dean

for Denis Goulet

DG/kaf
DoIT #2020-001

cc: Nicole Warren, IT Manager, DoIT

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 Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name Sovereign Sportsman Solutions, LLC (S3)		1.4 Contractor Address 4336 Kenilwood Drive Nashville, TN 37204	
1.5 Contractor Phone Number 844-688-7133	1.6 Account Number	1.7 Completion Date June 30, 2024	1.8 Price Limitation See Exhibit C – No Cost Contract
1.9 Contracting Officer for State Agency William Guinn		1.10 State Agency Telephone Number 603-271-2214	
1.11 Contractor Signature Rob Walker Date: 7/14/20		1.12 Name and Title of Contractor Signatory Rob Walker, COO/CFO	
1.13 State Agency Signature Sarah Stewart Date: 7/23/20		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Jill Rolan		On: 7/29/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials RW
Date 7/14/20

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 RW

Date 7/14/20

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 Initials RW

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not 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 AW
Date 7/21/20

STATE OF NEW HAMPSHIRE

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

DIVISION OF FORESTS AND LANDS

DNCR - 2020-001 ONLINE FIRE PERMIT SYSTEM

PART 2

INFORMATION TECHNOLOGY PROVISIONS

TABLE OF CONTENTS

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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.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Agreement	A Contract duly executed and legally binding.
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.
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.
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.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

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.
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.
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.
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.
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.

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.
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.
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.

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.
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.

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.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when the Vendor is supporting system changes.
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.
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.
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.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Natural and Cultural Resources for the benefit of the Division of Forests and Lands ("State"), and Sovereign Sportsman Solutions, LLC, ("Contractor"), having its principal place of business at 4336 Kenilwood Drive, Nashville, TN 37204.

Sovereign Sportsman Solutions is a provider of automated eGovernment Services.

RECITALS

Whereas the State desires to have the Contractor provide a unique state solution for New Hampshire to issue Fire Permits, and associated Services for the State;

Whereas the Contractor wishes to provide a unique solution for New Hampshire to issue online fire permits for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract Agreement 2020-001 DNCR Online Fire Permits 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

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

Exhibit K – Warranty and Warranty Services

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, DNCR Contract Agreement 2020-001, including Parts 1, 2, and 3.

ii. State of New Hampshire, DNCR 2020-001 Online Fire Permit System RFP dated December 19, 2019.

iii. Sovereign Sportsman Solutions Proposal Response to DNCR 2020-001 Online Fire Permit System dated February 14, 2020.

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 up to June 30, 2029, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term.

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:

Rob Walker, COO/CFO
Sovereign Sportsman Solutions
4336 Kenilwood Drive
Nashville, TN 37204
Tel: 615-610-3762
Email: rwalker@s3gov.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:

Ashley Grubbs

Sr. Project Manager
4336 Kenilwood Drive
Nashville, TN 37204
Tel: 615-610-3755
Email: agrubbs@s3gov.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:

Richard Bonazzoli, CTO
RBonazzoli@s3gov.com

615-610-3764

Mr. Bonazzoli will assign, direct and manage other staff as required.

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:

Chief, and/or designee
New Hampshire Forest Protection Bureau
Tel: 603-271-2214

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;
f. Review and approval of Change Request: and
g. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

Chief, Forest Protection Bureau
172 Pembroke Road
Concord, NH 03301
603-271-2214

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 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

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

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 – Exhibit J: Software Agreement.

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.

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.

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 Contractor 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 Contractor r 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;

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

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 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

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 in the absence of a greater specification of time, within thirty (30) days from the date of notice ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract 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. Make available to the State 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	Rob Walker, COO/CFO	Forest Ranger Captain	Five (5) Business Days
First	Eric Richey, CEO	Chief, Forest Protection Bureau	Ten (10) Business Days
Second	Richard Bonazzoli, CTO	Sarah Stewart Commissioner DNCR	Fifteen (15) Business Days

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 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
Rob Walker	Chief, Forest Protection Bureau
4336 Kenilwood Drive	172 Pembroke Road
Nashville, TN 37204	Concord, NH 03301
615-610-3762	603-271-2214
RWalker@s3gov.com	

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.

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.

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 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 NATURAL AND CULTURAL RESOURCES

DIVISION OF FORESTS AND LANDS

DNCR - 2020-001 ONLINE FIRE PERMIT SYSTEM

PART 3

INFORMATION TECHNOLOGY EXHIBITS

1. SPECIAL PROVISIONS

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

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DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS
DNCR – 2020 001 ONLINE FIRE PERMIT SYSTEM
PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT B – SCOPE OF SERVICES

The State of New Hampshire, acting through the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands, is entering into a contract agreement with Sovereign Sportsman Solutions ("S3" or "Contractor") for the procurement of a database-driven permitting application available to the public through the Internet. Currently the division generates 13,875 fire permits annually issued electronically. These are generated by Internet access and hardware is not supplied to permit agents. This application will allow the user to obtain fire permits and pay an appropriate transaction fee using a credit card.

Contractor will be responsible for developing, implementing, hosting, and maintaining the Department's Internet based permit website. Making the electronic permitting application available twenty-four (24) hours per day, seven (7) days per week, and 365 days per year. S3 will be responsible for maintaining the operational status of the connectivity and their provided applications and will monitor, trouble shoot and resolve all issues related to service availability and functionality. The System will be available as specified unless the DNCR and vendor have mutually agreed in writing to a specified period of down time for system maintenance and upgrades.

The State of New Hampshire, Department of Natural and Cultural Resources, Division of Forests and Lands will not incur any up front funding for this project. There must be no time or implementation cost associated with this project.

1. STATEMENT OF WORK

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

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non-Software	08/03/2020
2	Project Status Reports	Written	Bi-weekly starting 08/05/2020
3	Work Plan	Written	07/31/2020
4	Security Plan Draft	Written	10/02/2020
5	Testing Plan	Written	07/31/2020
6	Communications and Change Management Plan	Written	07/31/2020
7	Data Conversion/Migration Plan and Design	Written	10/02/2020
8	Comprehensive Training Plan and Curriculum	Written	10/02/2020
9	End User Support Plan	Written	10/02/2020
10	Conduct Integration Testing	Non-Software	08/17/2020 – 11/13/2020
11	Conduct User Acceptance Testing	Non-Software	11/16/2020 – 12/15/2020
12	Conduct System Performance (Load/Stress) Testing	Non-Software	12/02/2020 – 12/10/2020 & Annually
13	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	11/16/2020 – 11/25/2020
14	Converted Data Loaded into Production Environment	Software	11/02/2020 – 11/13/2020 & Final on 12/30/2020
15	Provide Tools for Backup and Recovery of all Applications and Data	Software	11/15/2020
16	Conduct Training	Non-Software	12/08/2020 – 12/18/2020
17	Cutover to New Software	Non-Software	12/30/2020
18	Provide Documentation – inclusive of	Written	12/17/2020

	Marketing Annual Plan for Communication & Print Materials		
19	Ongoing Hosting Support	Non-Software	12/30/2020 - Ongoing
20	Ongoing Support & Maintenance	Non-Software	12/30/2020 - Ongoing
21	Conduct Project Exit Meeting	Non-Software	02/12/2021

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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:

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*.

Position Title	SFY 2021	SFY 2022	SFY 2023	SFY 2024
Project Manager	$125.00/hr	$125.00/hr	$125.00/hr	$125.00/hr
Sr. Developer	$125.00/hr	$125.00/hr	$125.00/hr	$125.00/hr
Business Analyst	$100.00/hr	$100.00/hr.	$100.00/hr	$100.00/hr
QA Staff	$80.00/hr	$80.00/hr	$80.00/hr	$80.00/hr

1.3. Transaction Fees

Online Fire Permit Transaction Fee - Online Fire Permit Transaction Fee - For each customer transaction (transaction = 1 permit) the Contractor shall receive a transaction fee..

Table: Transaction Fees

Transaction Fee Structure	SFY 2021	SFY 2022	SFY2023	SFY 2024
	$5.50	$5.50	$5.50	$5.50

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.

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:

NH Division of Forests and Lands

Chief, Forest Protection Bureau

172 Pembroke Road

Concord, NH 03301

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.

10. PROJECT HOLDBACK

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

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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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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.

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 status 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.

1.1.4. 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 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.

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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, 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, 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.

1.2. Unit Testing - (Not Applicable)

1.2.1. Unit Testing is not within the scope of this Contract.

1.3. System Integration Testing - (Not Applicable)

1.3.1. System Integration Testing is not within the scope of this Contract.

1.4. Conversion/Migration Validation Testing - (Not Applicable)

Conversion Validation Testing Testing is not within the scope of this Contract.

1.5. Installation Testing (Not Applicable)

In Installation Testing is not within the scope of this Contract.

1.6. User Acceptance Testing (UAT)

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

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

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

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

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

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

1.7. Performance Tuning and Stress Testing (Not Applicable)

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

1.7.1. Scope

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

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

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

1.7.2. Test Types

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

a. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

b. **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3. Tuning

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

1.8. Regression Testing

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

1.9. Security Review and Testing

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

1.9.2. All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests) and application vulnerability scanning.

SERVICE COMPONENT	DEFINES THE SET OF CAPABILITIES THAT:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of Data for security purposes.
Intrusion Detection	Supports the detection of illegal entrance into a computer System.

Verification	Supports the confirmation of authority to enter a computer System, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the Identification and monitoring of activities within an application or System.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

1.9.3. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. The Contractor shall provide a certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) when appropriate.

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

1.10. Penetration Testing (Non-PCI)

1.10.1. The Contractor will conduct proactive, third-party penetration testing and provide the results when appropriate.

2. Successful UAT Completion

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

3. System Acceptance

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

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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 on-site or 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:

a. **Class A Deficiencies** - The Contractor will provide on-call telephone assistance, with issue tracking available, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) Business Hours of a request;

b. **Class B & C Deficiencies** –DNCR shall notify the Contractor of such deficiencies during regular Business Hours and the Contractor shall respond back within four (4) hours with 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.

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 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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1. REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) 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.

c. A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or

read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

d. 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. Conversions - (Not Applicable)

Conversions is not within the scope of this Contract.

1.4. Project Schedule

Deployment is planned to begin on July 22, 2020, with a planned go-live date of January 1, 2021.

1.5. Reporting

The Contractor shall conduct status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation upon request of the State.

1.6. User Training

a. The Contractor's Team shall lead the development of the end-user training plan.

b. Train the trainer approach shall be used for the delivery of end-user training.

c. The State is responsible for the delivery of end-user training.

d. The State shall Schedule and track attendance on all end-user training classes.

1.7. 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.

b. The State shall work with the Contractor on all testing as set forth in Part 3 - Part 3 - Exhibit F: Testing Services.

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;

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 biweekly 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;

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.

2.4. Contractor's Team Tasks

The Contractor team shall assume the following tasks:

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

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

c. Development and Documentation of installation procedures;

d. System Integration Testing.

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 refinement 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 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 inUser Acceptance Testing;

g. Attend Project meetings when requested; and

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

3.3. State Technical Lead

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

a. Work with State IT management to obtain State technical resources in accordance with the Work Plan; and

b. Represent the technical efforts of the State at biweekly Project meetings.

3.4. State Testing Administrator

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

a. Conduct test Review meetings, as needed;

b. Ensuring that proposed process changes are considered by process owners;

c. Establish priorities of Deficiencies requiring resolution; and

d. Tracking Deficiencies through resolution.

4. SOFTWARE APPLICATION - (Not Applicable)

Software applications are not within the scope of this Contract.

5. CONVERSIONS - (Not Applicable)

Planned conversions are not within the scope of this Contract.

6. INTERFACES - (Not Applicable)

Interfacing is not within the scope of this Contract.

7. APPLICATION MODIFICATION - (Not Applicable)

Application Modifications are not within the scope of this Contract.

8. PRELIMINARY WORK PLAN

The preliminary agreed upon Work Plan for the Contract is included as Attachment 2.

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The terms outlined in the Software Agreement are set forth below:

1. **LICENSE GRANT**

License Grant is Not Applicable

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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. Non-Infringement

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

1.4. Viruses; Destructive Programming

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.

1.5. 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.

1.6. Services

The Contractor warrants that all Services 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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1. TRAINING SERVICES

Contractor will provide DNCR with the knowledge and training to use the system as this is an important step to ensure that implementation is successful.

Management, administrative, and end-user training will be employed for resources responsible for the day to day operational and maintenance of the solution and its functional components. Contractor will develop a thorough training plan to accommodate this need to include training materials and training sessions (via in-person and on-site, webinars, videos or other related methods), as approved by DNCR.

Training materials will consist of:

- Master Training Plan Overview
  - Outlines the various training plans and intended audiences. Details document handling and revision methodology.
- Administration Portal / User Documentation (Electronic)
  - Administrator-level documentation that defines system terminology, major system components and administrative functions.
- Help Desk / Operations Reference Documentation
  - Details call handling, technical troubleshooting steps, trouble ticketing, administrative functions and escalation policies.

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1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

DNCR 2020-001 Online Fire Permit RFP dated December 12, 2019 is hereby incorporated and reference as fully set forth herein.

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1. VENDOR PROPOSAL, BY REFERENCE

Sovereign Sportsman Solutions Proposal to DNCR 2020-001 Online Fire Permit System dated February 18, 2020 is hereby incorporated and reference as fully set forth herein.

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1. CERTIFICATES AND ATTACHMENTS

a. Exhibit H Requirements – Attachment 1
b. Exhibit I Work Plan – Attachment 2
c. Contractor's Certificate of Good Standing
d. Contractor's Certificate of Vote/Authority
e. Contractor's Certificate of Insurance

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State of New Hampshire

ATTACHMENT C-2 : PROJECT REQUIREMENTS, VENDOR RESPONSE CHECKLIST

NHDNCR Requirements Vendor Instructions

VENDOR INSTRUCTIONS
Vendor Response Column: Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter on "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).
Criticality Column: (M) indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal. (P) indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal. (O) indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.
Delivery Method Column: Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered. Standard - Feature/Function is included in the proposed system and available in the current software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)
Comments Column: For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

State of New Hampshire

NHDNCR BUSINESS REQUIREMENTS

Clarification – Delivery method column, S3's proposal assumed 'FUTURE' was defined as a feature that was not out of the box but would be developed and ready for initial implementation.

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL REQUIREMENTS					
B1.1	The Vendor will provide a online fire permit system through a web-based interface 24/7/365; and access for state employees/Agents.	M	Yes	Standard	S3 currently provides the NH Fire Permit solution as a web- based solution providing 24x7x365 access for state employees / Agents /customers.
B1.2	System must be user friendly and help reduce human error and provide an upfront question and answer tutorial and FAQ with requirements that must be met to obtain fire permits – giving user option to opt out if not met. (e.g. Are you the land owner?, Where are you going to burn?, Category?, length of permit, etc.)	M	Yes	Standard	S3's current online fire/burn permit issuance solution was designed to be user friendly and self-learning in order to reduce human error. Our solution also provides extensive tutorial and FAQ information regarding criteria to be met to obtain fire permits. See appropriate section with screen shots in our response. Our experience with the current NH Online Fire Permit System uniquely positions us to provide true functional and operational enhancements without arduous and invasive functional discovery sessions.
B1.3	Upon completion of permit being issued, the Warden/Fire Departments will be notified via email, text, and/or fax about new permit.	M	No	Future	Today, the current system in operation provides only email notifications. Text messaging will be a new addition to the new solution and has been included as part of this proposal. The enhanced system will add configuration to User Setup that will enable users to choose their preferred method of communication when a burn permit is issued within their township (email, text, or both). There is no limit on the number of users who can be notified.

B1.4	Ability to notify existing permit holders by text, and\or email that their permit is not valid for that time period if fire danger increases to level when open burning is no longer allowed by the authority having jurisdiction.	M	No	Future	S3 provides email capabilities today but text messaging has been added as an expectation for the updated solution being proposed and has been included as part of our bid submission. The enhanced system will add the option to send text messages to customers and will add configuration to the Public Site and Fire Agent Site Sales Workflow to enable the customer to select their preferred method of communication (email, text, or both) to receive notification from Fire Warden/Agents and/or Agency Personnel when their permit is no longer valid due to fire danger. The solution will include intuitive and efficient ways to communicate and send messages to multiple customers (email, text) in bulk, resulting in a reduction of administrative overhead.
BUSINESS REQUIREMENTS					
B1.5	The vendor will provide the user\agent the ability to create a new password when the password expires.	M	Yes	Standard Future	This feature is standard in our solution. The enhanced system will add configuration to enable Administrative users with appropriate permissions to set variables to reset password for Agency Users and Fire Agents including: • Max number of Login Attempts before lockout • Failed Login Lockout Minutes • Number of days prior to Password Expiration • Max days without login before Password Expires If a password expires the user can click 'Forgot Password'. • A modal dialog will popup where the user can enter their username. • They will enter their username and receive an email with a token to reset their password. • Clicking the token in the email will give a form with "New Password" and "Confirm New Password" The token will expire after a configurable amount of time

B1.6	During the checkout process, the System will verify that the permittee has applied for the correct category permit (seasonal or daily).	M	Yes	Standard Future	This feature is standard in our solution. The enhanced system will add configuration to enable Administrative users with appropriate permissions to the Catalog to: • add/update/inactivate Categories (initially Seasonal and Daily) that they can associate Burn Permits too. • List burn permits in the order they want them to display within the category • Control the display of the categories / burn permits on the Internet site and Fire Agent Site Sales Channel as configured in Admin site (based on sales channel ability to sell the burn permit)
B1.7	The System will allow for permits to be manual enter in categories that aren't available to purchase by permittee.	M	Yes	Standard Future	Manual permit entry capabilities exist in the current solution. However, additional details should be discussed to make sure that the full extent of business rules are accounted for i.e., full extent of permit categories, permit limitations, etc. The enhanced system will add functionality to collect all relevant customer data, including acknowledgement of Affidavit questions, print and email capabilities, enabling the fire agent to use the system to sell and fulfill the permits directly thru the system, bypassing the convenience fee charge that is applied when sold over the Internet.
B1.8	Provide mapping application to select burning location.	M	Yes	Standard	This feature is standard in our solution.
B1.9	The Vendor must supply the Vendor's PCI DSS Attestation of Compliance (AOC). Vendor must supply to Agency a new status report and evidence of validation of compliance at least annually.	M	Yes	Standard	This is standard with all S3 client product implementations.
B1.10	The Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non- compliance status. In no event should Vendor's notification to Agency be later than one (1) business day after Vendor learns it is no longer PCI DSS complaint.	M	Yes	Standard	S3 agrees to notify Agency in accordance with the requirements listed here.

B1.11	The vendor will annually complete penetration testing according to PCI Requirement 11.3. The vendor will run, at least, quarterly vulnerability scans according to PCI DSS requirement 11.2.	M	Yes	Standard	This is standard with all S3 client product implementations.
B1.12	Must work with the state to produce a printable permit that follows all state law and rules.	M	Yes	Standard	This feature is standard in our solution.

BUSINESS REQUIREMENTS

SITE ADMINISTRATION and MARKETING

B2.1	Vendor must provide support to NHDNCR in integrating ongoing NHDNCR marketing initiatives.	M	Yes	Standard	~~S3 has significant experience in supporting 1) the import and export of information from / to our solutions for means of marketing and customer outreach marketing purposes and 2) integration with other S3 solutions with marketing, customer engagement and outreach capabilities via other S3 product platform solutions including S3's Marketing Platform, S3's Mobile / Customer Engagement Platform, and others.~~ S3 will provide marketing services as outlined in NHDNCR Online Fire Permits Marketing Ideas document provided on 05/07/2020, inclusive of a written Annual Plan for Communication and Print Materials
B2.2	Vendor must provide mechanism for regular reporting to analyze website traffic/usage.	M	Yes	Standard	This feature is standard in our solution.

B2.3	Vendor to provide cooperative, additional, or unique marketing opportunities to generate more online reservations.	M	Yes	Future	~~Additional information will need to be gathered to understand the specific requirements of this request. However, S3 has significant experience in supporting 1) the import and export of information from / to our solutions for means of marketing and customer outreach marketing purposes and 2) integration with other S3 solutions with marketing, customer engagement and outreach capabilities via other S3 product platform solutions including S3's Marketing Platform, S3's Mobile / Customer Engagement Platform, and others.~~ S3 will provide the marketing services as outlined in NHDNCR Online Fire Permits Marketing Ideas document provided on 05/07/2020.
Training					
B3.1	Proposed solution must include written documentation for all functionality.	M	Yes	Standard	This feature is standard in our solution.
B3.2	Proposed solution must include training for State of NH staff who will serve as system administrators.	M	Yes	Standard	This feature is standard in our solution.
B3.3	Online training resources on the use of the system by the Agents\Customers should be available.	M	Yes	Standard	This feature is standard in our solution.
Future Requirements					
B4.1	Vendor will electronically transfer all funds received on behalf of the State to the State's bank account on a monthly basis	M	Yes	Standard	S3's solutions have the ability to establish multiple options for financial distributions of funds received from the use of our solutions. These are easily established within the Admin Console of our solutions
B4.2	All proceeds from the issuance of permits are funds of the State of New Hampshire, which Vendor holds in trust. These proceeds shall not be co-mingled with personal, business or any other operating funds or diverted or used by Vendor for any purpose.	M	Yes	Standard	This feature is standard in our solution.

B4.3	With each EFT to the State bank, vendor will provide electronic files to the NH NHDNCR containing fee details. The total dollar amount of each electronic file will always equal the total dollar transferred less the transaction fees and credit card fees. The electronic data files will contain information such as, but not limited to, names, addresses and permit numbers	M	Yes	Standard	This feature is standard in our solution.

State of New Hampshire

NHDNCR APPLICATION SOFTWARE REQUIREMENTS

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Critical	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	The Vendor will provide a web based real time application that allows secure access for state employees/Agent) using a secure log-on procedure.	M	Yes	Standard	53 currently provides the NH Fire Permit solution as a web-based solution providing 24x7x365 access for state employees / Agents / customers using a secure login.
A1.2	Application must allow individuals to complete an application for online fire permit from their home computer and provide a printable permit.	M	Yes	Standard	This feature is standard in our solution.
A1.3	Ability for State Staff administrator to create the Agent profile with their criteria for type of permits that are available and updatable on a daily basis due to changes in burning conditions, along with their access rights (read-only access to complete insert/edit/delete capability). Fields would include but not limited to: Category of fire, snow cover, length of permits, burning class, etc.	M	Yes	Standard	These capabilities exist in their entirety in our existing NH burn permit solution.
A1.4	Ability for authorized Agents to manually add fire permits to online database.	M	Yes	Standard	This feature is standard in our solution.
A1.5	Application must verify name, age, address, burn location address, DOB and driver's license number.	M	Yes	Standard	This feature is standard in our solution.
A1.6	Ability to update daily fire danger and display in banner across top of screen, by town or county for Agents and customer.	M	Yes	Standard	This feature is standard in our solution.

A1.7	Provide a mobile application for all platforms (ie, iOS, Android and Windows) for Agents and administrators.	P	No	Future	~~S3 currently provides multiple mobile solution options for the broad range of solutions that we offer. Without fully vetted details on the mobile requirements, it would be difficult to ascertain the development need and approach. S3 looks forward to gathering this level of detail in future discussions with the Agency. A mobile solution has not yet been included in the costs estimates provided as part of this RFP response.~~ NHDNCR's enhanced system will be architected to be responsive design. This solution allows pages and functionality within the application to adapt to mobile, tablet and other devices by brand and screen size. The interfaces will be designed with intuitive drop-down menus to reduce friction as well as "dirty data ".
A1.8	The application must be able to provide multitude of reporting capabilities (financial, statistical and demographic) for a specific location or a combination of locations.	M	Yes	Standard	S3 provides extensive reporting capabilities in our solutions that include but are not limited to financial, statistical, demographic, sales, and product reports. All reports are exportable in csv, pdf, .xls, html
A1.9	Upon completion of permit being issued, the Agent (minimum five users) will be notified via email or text about new permit automatically.	M	No	Future	S3 currently sends this "one to one" information today to the contact person at the agency / fire department. S3 has accounted to make this a "one to many" relationship / communication as part of the new system modifications. As stated in requirement B1.3, the enhanced system will add configuration to User Setup that will enable users to choose their preferred method of communication when a burn permit is issued within their township (email, text, or both). There is no limit on the number of users who can be notified automatically when a new permit is issued.
A1.10	The Agent must have the ability to turn off/restrict the issuance of permits by town on daily basis due to burning conditions with auto re-enable.	M	Yes	Standard Future	This feature is standard in our solution. The enhanced system will add functionality to allow Administrative users with appropriate permissions to Manage Burns from the Admin Site. This feature will enable the user to turn off/restrict sales of burn permits by township (either individually selected or globally) and will display a date/time when sales may resume for the township(s). The date/time will have a default setting that can be edited globally or at township level.

A1.11	Ability to notify existing permit holders by text, and email that their permit is not valid for that time period if fire danger increases to level when open burning is no longer allowed by the authority having jurisdiction.	M	No	Future	This is not an automatic process and is email ONLY (no te) today. The state can send mass emails from a search result to address the issue. The text an automation component have been accounted for in the new updates proposed as part of this RFP response. As stated in requirement B1.4, the enhanced system will add the option to send text messages to customers and will add configuration to the Public Site and Fire Agent Site Sales Workflow to enable the customer to select their preferred method of communication (email, text, or both) to receive notification from Fire Warden/Agents and/or Agency Personnel when their permit is no longer valid due to fire danger. The solution will include intuitive and efficient ways to communicate and send messages to multiple customers (email, text) in bulk, resulting in a reduction of administrative overhead.
A1.12	Ability for State Staff to flag name and address to prevent permit issuance due to citations.	M	Yes	Standard	This feature is standard in our solution.
A1.13	Applications website must be responsive for all devices; desktops, laptops, smart phones, tablets, etc.	M	No	Custom	The current solution was not built using responsive design and would need to be re-written in order to accommodate this requirement. As stated in Requirement A1.7, NHDNCR's enhanced system will be architected to be responsive design. This solution allows pages and functionality within the application to adapt to mobile, tablet desktops, laptops, smart phones and other devices by brand and screen size. The interfaces will be designed with intuitive drop-down menus to reduce friction as well as "dirty data".
A1.14	The application must update data files on a daily basis which contain the last 24 hours of data. The Agents and State Staff will have the ability to export the data in CSV format and add data to their own database.	M	Yes	Standard	This feature is standard in our solution.
A1.15	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	All connects are over Internet Message Access Protocol (IMAP).

A1.16	The application must be able to provide multitude of reporting capabilities (financial, statistical and demographic) for a specific location or a combination of locations.	M	Yes	Standard	Same as A1.B7 S3 provides extensive reporting capabilities in our solutions that include but are not limited to financial, statistical, demographic, and product reports. All reports are exportable in csv, pdf, xls, html
A1.17	The Solution will allow the agent to add a permit and print the permit at the fire department or issuing agent location to provide a no cost fire permit.	M	Yes	Standard Future	This feature is standard in our solution. As described in Requirement B1.7,tThe enhanced system will add functionality to the Agent site to collect all relevant customer data, including acknowledgement of Affidavit questions, print and email capabilities, enabling the fire agent to use the system to sell and fulfill the permits directly thru the system, bypassing the convenience fee charge that is applied when sold over the Internet.
A1.18	The Solution will provide the ability to correct the type of permit that was purchased (e.g. seasonal vs day) in error and reissue that permit or issue another permit at no cost.	M	Yes	Standard	Administrative resources with appropriate system and security access have the ability to accommodate these functional capabilities.

State of New Hampshire

APPLICATION REQUIREMENTS *APPLICATION SECURITY*					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	This feature is standard in our solution.
A2.2	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	This feature is standard in our solution.
A2.3	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy	M.	Yes	Standard	This feature is standard in our solution.
A2.4	Provide the ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	All users are set ups with specific roles and responsibilities that can allow or disallow capabilities once logged into the system including the ability to grant or change authorizations for other users within the system.
A2.5	Identification/Authorization to ensure that Individuals, State personnel, Wardens and local Agents have access to specific data and System components if and only if they have been explicitly authorized to do so by the application administrator (State).	M	Yes	Standard	S3's role-based system login and security allows and disallows access to specific system capabilities based on login authorization. These features are managed entirely within the system by system administrators with appropriate security access.
A2.6	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	This feature is standard in our solution.
A2.7	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	This feature is standard in our solution.
A2.8	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	This feature is standard in our solution.
A2.9	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	This feature is standard in our solution.
A2.10	All logs must be kept for (3 months)	M	Yes	Standard	The Agency can determine the length of time that records and logs are kept within the system.

A2.11	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	S3 provides for this functionality but S3 will need additional details to determine the specific detailed requirements.
A2.12	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	This feature is standard in our solution.
A2.13	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	This feature is standard in our solution.
A2.14	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	This feature is standard in our solution.
A2.15	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	All system upgrades are intended to preserve all desired security requirements from previous updates unless otherwise specified by the agency.
A2.16	Utilize change management documentation and procedures	M	Yes	Standard	S3 enforces a proven and effective Change Management Process for all system / scope changes throughout the system development process as well as after the system has been accepted into production.
A2.17	Immunity to ensure that the software is protected from infection by undesirable programs (e.g. computer viruses, worms, Trojan horses, etc.)	M	Yes	Standard	This feature is standard in our solution.
A2.18	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)	M	Yes	Standard	S3's proven Project Management and Software Development LifeCycle enforces strict guidelines during the development, testing and deployment aspects of our solutions. These efforts serve to prevent critical application functional, technical and security flaws outlined in the Open Web Application Security Project (OWASP) protocols

State of New Hampshire

NHDNCR TESTING REQUIREMENTS

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Delivery Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	The Vendor shall be responsible for providing documentation of security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	S3 provides our clients with a broad range of documentation of security testing that focus on technical, administrative and physical security controls. All S3 solutions are designed and architected to provide the highest level of confidentiality, integrity and availability.
T1.2	The vendor will annually complete penetration testing according to PCI Requirement 11.3. The vendor will run, at least, quarterly vulnerability scans according to PCI DSS requirement 11.2.	M	Yes	Standard	S3 provides annual penetration testing and quarterly vulnerability scans according to PCI DSS requirement 11.2 and 11.3.
T1.3	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review.	M	Yes	Standard	This requirement is customary with nearly all S3 clients. S3 staff will work with the Agency to determine the specific activities and outcomes that must be met to fully adhere to this requirement.
T1.4	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	This feature is standard for all S3 system implementations.
T1.5	The Vendor must perform application performance tuning and stress testing and UAT as more fully described in Appendix G, Security and Testing Requirements.	M	Yes	Standard	This feature is standard for all S3 system implementations.

State of New Hampshire

TESTING					
T1.6	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Appendix G, Security and Testing Requirements.	M	Yes	Standard	S3's Project Management and Software Development LifeCycle processes enforce and mandate specific testing processes that align with the Agency's Security and Testing Requirements.
T1.7	The Vendor must perform application stress testing and tuning as more fully described in Appendix G, Security and Testing Requirements.	M	Yes	Standard	S3 performs application stress testing and tunings for all S3 system development and implementations and in alignment with the Agency's Security and Testing Requirements detailed in Appendix G.
T1.8	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	S3 provides all clients with a detailed Disaster Recovery Plan and corresponding procedures.
T1.9	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	S3 provides our clients with all results of security testing for client review and acceptance prior to formal system acceptance.

State of New Hampshire

NHDNCR HOSTING CLOUD REQUIREMENTS

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Meets Requirements	Delivery Method	Comments
OPERATIONS					
H1.1	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.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.2	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.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.3	Vendor will not store or transfer Data collected in connection with the Services rendered under this Agreement outside of the United States including backup Data and disaster recovery locations.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.4	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.5	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only	M	Yes	Standard	This feature is standard for all S3 system implementations.

	be granted to those with a need to perform tasks in the Data Center.				
H1.6	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission-based logins.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.7	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.8	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.9	Vendor shall manage the sharing of data resources.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.10	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	This feature is standard for all S3 system implementations. S3 will work with the Agency to determine specific requirements (if any) for these aspects of the solution.
H1.11	The Vendor shall monitor physical hardware.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H1.12	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	S3 agrees and will adhere to this requirement in its entirety.
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services	M	Yes	Standard	This feature is standard for all S3 system implementations.

	however, these failed components will have to be replaced.				
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	This feature is standard for all S3 system implementations. S3 will work with the Agency to determine the specifics of this requirement and will make any additional modifications S3's existing client processes to meet Agency mandates if different.
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	All system backups are automated and follow specific and industry accepted Disaster Recovery backup mandates that ensure no data loss in the instance of a system failure. All backup data is stored in geographically separate data storage locations.
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	This feature is standard for all S3 system implementations.
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	This feature is standard for all S3 system implementations.

H3.3	All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA	M	Yes	Standard	This feature is standard for all S3 system implementations.
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	This feature is standard for all S3 system implementations.
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	This feature is standard for all S3 system implementations.

H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:00pm- Monday through Friday EST.	M	Yes	Standard	S3 provides client support via phone or email at any duration / timeframe desired by the Agency ranging from limited / specific hours during weekday(s) and/or weekend(s) to full 24x7x365.
H4.6	The Vendor shall conform to the specific deficiency class as described: Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.	M	Yes	Standard	This requirement is currently being adhered to as part of the existing system implementation.

	Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.				
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on- call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	Yes	Standard	This requirement is currently being adhered to as part of the existing system implementation.

H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H4.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	S3 utilizes a proven and well- established Change Management Process that can be utilized by the Agency or S3 can adopt an acceptable process approved / required of the Agency.
H4.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	This is a standard definition for "Critical Outage" used by other S3 clients for similar types of system implementations.
H4.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	This feature is standard for all S3 system implementations.
H4.13	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	This feature is standard for all S3 system implementations.

State of New Hampshire

NHDNCR Support & Maintenance Requirements

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #/	Requirement Description	Criticality	Vendor Supports	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:00pm- Monday through Friday EST.	M	Yes	Standard	S3 will provide Call Center / Technical Support for NHDNCR and its Agents from 8AM – 7PM EST 7 days/wk.

51.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: • Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. • Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. • Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	This requirement is currently being adhered to as part of the existing system implementation.
51.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	This feature is standard for all S3 system implementations.
51.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) identifying number, i.e. work order number, 8) [illegible]	P	Yes	Standard	This feature is standard for all S3 system implementations.

State of **New Hampshire**

	Issue identified by:				

S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System Failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Future	These criteria will be added to the required list of information provided by S3 and S3's hosting solution partners in order to fully adhere to this requirement.
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	This feature is standard for all S3 system implementations.

S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.13	The hosting server for the State shall be available twenty- four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.15	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.16	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	S3 will work with the Agency to provide whatever notification timeframes necessary prior to any changes / updates along with any training necessary to understand and support that changes / updates.
S1.17	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	This feature is standard for all S3 system implementations.
S1.18	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	This feature is standard for all S3 system implementations.

State of New Hampshire

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	This feature is standard for all S3 system implementations.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	This feature is standard for all S3 system implementations.
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	S3 makes this provision in every solution contract with small variances associated with timing and scheduling this deliverable with the State. S3 will adhere to this requirement in its entirety.
P1.4	Vendor shall participate in wrap-up meeting at the end of implementation.	M	Yes	Standard	This feature is standard for all S3 system implementations.
P1.5	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	This feature is standard for all S3 system implementations.
P1.6	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in MS Word or MS Excel.	M	Yes	Standard	This feature is standard for all S3 system implementations.
P1.7	Vendor will provide State with PCI DSS certification documentation and evidence of its most recent validation of compliance. Vendor must supply an attestation of compliance at least annually.	M	Yes	Standard	This feature is standard for all S3 system implementations.

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NHDNCR_ProjectSchedule_Contract_v.06

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	New Hampshire Online Fire Permit System	260 days	Thu 12/12/19	Wed 12/30/20		
2	PLANNING PHASE	60 days	Thu 12/12/19	Wed 3/4/20		
3	RFP Issued	1 day	Thu 12/12/19	Thu 12/12/19		
4	Vendor Conference	1 day	Mon 1/6/20	Mon 1/6/20		
5	Proposals Due	1 day	Tue 1/14/20	Tue 1/14/20		
6	Vendor Presentation and Demonstration	1 day	Wed 3/4/20	Wed 3/4/20		14FS+30 days
7	Bid Prefer Phase Complete	0 days	Thu 12/12/19	Thu 12/12/19		
8	DESIGN PHASE	50 days	Wed 4/22/20	Wed 7/22/20		
9	Artifacts - Supplemental	20 days	Thu 4/30/20	Wed 5/13/20		
10	Obtain Certificate of Good Standing	10 days	Thu 4/30/20	Wed 5/13/20	14	
11	Obtain Certificate of Insurance	10 days	Thu 4/30/20	Wed 5/13/20	14	
12	Obtain Certificate of Vote	10 days	Thu 4/30/20	Wed 5/13/20	14	
13	Contract Negotiations	50 days	Wed 4/22/20	Wed 7/22/20		
14	Contractor Negotiations	1 day	Wed 4/29/20	Wed 4/29/20	6FS+10 days	17,18,19,20,11,12
15	Contract Preparation	50 days	Thu 4/30/20	Wed 7/22/20		
16	Draft Contract (EDIT)	20 days	Thu 4/30/20	Thu 5/28/20	11FF+10 days,10FF+10	
17	Submit Revised Proposal & Scope Clarifications to NHDNCR	6 days	Thu 4/30/20	Mon 5/11/20	14	20FS+10 days,10FF+10
18	Submit Revised Project Schedule to NHDNCR	6 days	Thu 4/30/20	Mon 5/11/20	14	20FS+10 days,10FF+10
19	Submit Supplemental Artifacts (Contract Req.) to NHDNCR	10 days	Thu 4/30/20	Wed 5/13/20	14	20FS+10 days,10FF+10
20	Set On GSC Agenda	1 day	Fri 5/29/20	Fri 5/29/20	17FS+10 days,10FS+10	
21	GSC Approval (Estimated date - not published yet)	1 day	Wed 7/22/20	Wed 7/22/20	21FF	22FF
22	Contract Executed	1 day	Wed 7/22/20	Wed 7/22/20	21FF	24,25,27FS+2 days
23	PLAN / ANALYZE PHASE	10 days	Thu 7/23/20	Wed 8/5/20		
24	Artifacts	7 days	Thu 7/23/20	Fri 7/31/20	22	44FF
25	Develop Communication Plan	7 days	Thu 7/23/20	Fri 7/31/20		
26	Develop Change Management Plan	7 days	Thu 7/23/20	Fri 7/31/20		
27	Develop Testing Plan	7 days	Thu 7/23/20	Fri 7/31/20		
28	Develop Project Schedule / Work Plan	7 days	Thu 7/23/20	Fri 7/31/20		
29	Activities	10 days	Thu 7/23/20	Wed 8/5/20	22	
30	Alignment on Project Organization / Structure	5 days	Thu 7/23/20	Wed 7/29/20		31FF,32FF,34,35
31	Identify Stakeholders / Establish Roles & Responsibilities	7 days	Tue 7/28/20	Wed 7/29/20	30FF	35,36
32	Establish Customer/Schedule for Project Review Mtgs & Status Rpts.	2 days	Tue 7/28/20	Wed 7/29/20	30FF	36
33	Setup / Configure Project Repository	2 days	Thu 7/30/20	Fri 7/31/20		40FF
34	Identify Repository / Tool	1 day	Thu 7/30/20	Thu 7/30/20	30	35SS
35	Identify Users & Configure Access	2 days	Thu 7/30/20	Fri 7/31/20	31,34SS	
36	Project Kickoff	7 days	Tue 7/28/20	Wed 8/5/20		
37	Schedule Project Kickoff	3 days	Tue 7/28/20	Wed 7/29/20	13FS+3 days	38
38	Prepare Kickoff Deck / Agenda / Materials	3 days	Thu 7/30/20	Fri 7/31/20	37,30,31,32	39
39	Conduct Project Kickoff	3 days	Mon 8/3/20	Wed 8/5/20	38	40FF,41SS
40	Current State / Future State Objectives	3 days	Mon 8/3/20	Wed 8/5/20		
41	Establish Success Criteria	3 days	Mon 8/3/20	Wed 8/5/20		
42	Status Reporting	3 days	Mon 8/3/20	Wed 8/5/20	39SS	

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41	Commence Bi-Weekly Status Reporting	3 days	Mon 8/3/20	Wed 8/5/20		
42	[M] Artifacts - Plan Phase Submitted	0 days	Fri 7/31/20	Fri 7/31/20	34FF	47
43	[M] Project Repository Setup / Configured	0 days	Fri 7/31/20	Fri 7/31/20	33FF	47
44	[M] Project Kickoff Conducted	0 days	Wed 8/5/20	Wed 8/5/20	35FF	47
45	[M] Plan Analysis Phase Complete	0 days	Wed 8/5/20	Wed 8/5/20	44,46,48	49
46	REQUIREMENTS / DESIGN PHASE - ITERATIVE	30 days	Thu 8/6/20	Thu 9/17/20		
47	Contract Requirements Validation	5 days	Thu 8/6/20	Wed 8/12/20	47	8033,8085,51,53
48	User Stories	30 days	Thu 8/6/20	Thu 9/17/20	4086	
49	Setup Series of JAD Sessions	2 days	Thu 8/6/20	Fri 8/7/20		52
50	Conduct JAD Sessions	15 days	Thu 8/13/20	Wed 8/26/20	51,49	5355
51	Establish User Stories	20 days	Thu 8/13/20	Thu 9/10/20	5255	5455+5 days
52	Approve User Stories	30 days	Thu 8/20/20	Thu 9/17/20	5255+5 days	50,7055+5 days,12055+
53	[M] Requirements Validation (BTM)	0 days	Wed 8/12/20	Wed 8/12/20	48	50
54	[M] Requirements / Design Phase Complete	0 days	Thu 9/17/20	Thu 9/17/20	54,55	
55	EXECUTE PHASE - ITERATIVE	70 days	Thu 8/6/20	Wed 11/25/20		
56	Artifacts	40 days	Mon 9/21/20	Fri 11/20/20		123
57	Create System Design (TDD) - Iterative throughout Dev	30 days	Mon 10/26/20	Fri 11/20/20	13DFF+5 days	
58	Document GD Schema - Iterative Throughout Dev	30 days	Mon 10/26/20	Fri 11/20/20	13DFF+5 days	
59	Develop Conversion / Data Migration Plan	10 days	Mon 9/21/20	Fri 10/2/20	7055	
60	Develop Security Plan	10 days	Mon 9/21/20	Fri 10/2/20	7055	
61	Develop Comprehensive Training Plan and Curriculum	10 days	Mon 9/21/20	Fri 10/2/20	7055	
62	Develop End User Support Plan	10 days	Mon 9/21/20	Fri 10/2/20	7055	
63	Environments	30 days	Thu 8/6/20	Fri 10/23/20		
64	Lower Environments	2 days	Thu 8/6/20	Fri 8/7/20	4086	76
65	Dev Environment Setup & Configuration	2 days	Thu 8/6/20	Fri 8/7/20		
66	QA Environment Setup & Configuration	2 days	Thu 8/6/20	Fri 8/7/20		17375+5 days
67	UAT Environment Setup & Configuration	2 days	Thu 8/6/20	Fri 8/7/20		
68	Production Environment & Disaster Recovery	5 days	Mon 10/19/20	Fri 10/23/20	8020	
69	Create Primary Environment	1 day	Mon 10/19/20	Mon 10/19/20		72,7375+1 day,74
70	Create Disaster Recovery Environment	1 day	Tue 10/20/20	Tue 10/20/20	71	74
71	Configure Backups for Primary Environment.	1 day	Wed 10/21/20	Wed 10/21/20	71FS+1 day	74
72	Configure Security Settings	1 day	Thu 10/22/20	Fri 10/23/20	71,72,73	
73	Platform Modernization	20 days	Mon 9/14/20	Fri 9/10/20		78
74	Re-write Existing w/ Responsive Design	20 days	Mon 8/10/20	Fri 9/11/20	66	
75	Agent Development (Dev & QA in Parallel)	60 days	Mon 9/21/20	Fri 11/13/20		139
76	Sprint 1	10 days	Mon 9/21/20	Fri 10/2/20	75,5455+5 days	82,8185,8285,8385,8485
77	Agent Management	10 days	Mon 9/21/20	Fri 10/2/20		
78	Customer Management	10 days	Mon 9/21/20	Fri 10/2/20		
79	Sprint 2	10 days	Mon 10/5/20	Fri 10/16/20	78	86,1985
80	Product Management	10 days	Mon 10/5/20	Fri 10/16/20		
81	Product Rules & Configuration	10 days	Mon 10/5/20	Fri 10/16/20		
82	Transaction Management	10 days	Mon 10/5/20	Fri 10/16/20		
83	Integration Management - Payment Processing	10 days	Mon 10/5/20	Fri 10/16/20		
84	Sprint 3	10 days	Mon 10/19/20	Fri 10/30/20	81	7085,8185,8285,8385
85	Admin Configuration Management	10 days	Mon 10/19/20	Fri 10/30/20		
86	Security Role Management	10 days	Mon 10/19/20	Fri 10/30/20		
87	Accounting Management	10 days	Mon 10/19/20	Fri 10/30/20		

90	Scripting - Public Site, Agent Site, Control Center	10 days	Mon 10/19/20	Fri 10/30/20		
91	Sprint 4	10 days	Mon 11/2/20	Fri 11/13/20	86	10033,14033
92	Print Templates	10 days	Mon 11/2/20	Fri 11/13/20		19033,19033
93	Reports	10 days	Mon 11/2/20	Fri 11/13/20		
94	Audit Logging	10 days	Mon 11/2/20	Fri 11/13/20		
95	Email Generation / SMS Text Msg.	10 days	Mon 11/2/20	Fri 11/13/20		
96	Data Migration	20 days	Mon 10/19/20	Fri 11/13/20		
97	Data Migration Setup	9 days	Mon 10/19/20	Thu 10/29/20	6033	100
98	Full Snapshots & Consolidate into single Schema	3 days	Mon 10/19/20	Tue 10/20/20		99
99	Identify Relevant Tables	3 days	Wed 10/21/20	Thu 10/22/20	98	10033,101
100	Identify tables may need to be migrated and when	3 days	Wed 10/21/20	Thu 10/22/20	9903	101
101	Scrub / cleanse data	3 days	Fri 10/23/20	Tue 10/27/20	99,100	10255
102	Receive any Test Data	3 days	Fri 10/23/20	Tue 10/27/20	10133	103,104,105
103	Determine Sequence of Loading & Add to Plan	2 days	Wed 10/28/20	Thu 10/29/20	102	
104	Determine Data Transport Plan & Add to Plan	2 days	Wed 10/28/20	Thu 10/29/20	102	
105	Determine What Can be Pre-Loaded	2 days	Wed 10/28/20	Thu 10/29/20	102	
106	Migrate Data	8 days	Mon 11/2/20	Wed 11/11/20	97,9133	114
107	Map Data	2 days	Mon 11/2/20	Tue 11/3/20		108
108	Submit mapping to MHDNCR for review	1 days	Wed 11/4/20	Fri 11/6/20	107	10097
109	Update mapping document	1 day	Fri 11/6/20	Fri 11/6/20	10097	110,11133
110	Determine Test Plan for Validation	2 days	Mon 11/9/20	Tue 11/10/20	109	
111	Write Load Script	2 days	Fri 11/6/20	Tue 11/10/20	10033	113
112	Load Data	1 day	Wed 11/11/20	Wed 11/11/20	111	
113	Data Validation	1 days	Thu 11/12/20	Fri 11/13/20		121
114	Validate Data Load / Update Mapping Document	2 days	Thu 11/12/20	Fri 11/13/20	106	
115	Security Review	3 days	Mon 11/16/20	Wed 11/18/20	120	123
116	Conduct Security Review	3 days	Mon 11/16/20	Wed 11/18/20		
117	PEN Test	6 days	Mon 11/16/20	Wed 11/25/20	120	125
118	Conduct Pen Test	2 days	Mon 11/16/20	Tue 11/17/20		11975+6 days
119	Pen Test Reports	1 day	Wed 11/25/20	Wed 11/25/20	11075+6 days	
120	(M) Sprint Development Complete	0 days	Fri 11/13/20	Fri 11/13/20	77	117,119,0075+6 days,6
121	(M) Data Migration Complete	0 days	Fri 11/13/20	Fri 11/13/20	113	
122	(M) Artifacts - Legacy Phase Approved	0 days	Fri 11/20/20	Fri 11/20/20	10	
123	(M) Security Review and PEN Test Complete	0 days	Wed 11/25/20	Wed 11/25/20	115,117	126
124	TEST PHASE	84 days	Mon 8/17/20	Tue 12/15/20		127
125	Quality Assurance Testing	84 days	Mon 8/17/20	Fri 11/13/20		
126	Quality Assurance Setup	30 days	Mon 8/17/20	Mon 9/28/20		
127	Validate Environment, User Setup & Configuration	3 days	Mon 8/17/20	Wed 8/19/20	0075+6 days	
128	Develop Test Cases - Develop w/ User Story Approval	75 days	Mon 8/24/20	Mon 9/28/20	5455+7 days	167
129	Quality Assurance Test Execution	40 days	Mon 9/21/20	Fri 11/13/20		
130	Test Sprint 1 (in parallel w/ Dev)	10 days	Mon 9/21/20	Fri 10/2/20	9833	
131	Execute Test Cases	8 days	Mon 9/21/20	Wed 9/30/20		132
132	Conduct Bug Triage	8 days	Mon 9/21/20	Wed 9/30/20		134
133	Fix Bugs & Release	8 days	Mon 9/21/20	Wed 9/30/20		134
134	Retest & Validate	3 days	Thu 10/1/20	Fri 10/2/20	131,132,133	
135	Test Sprint 2 (in parallel w/ Dev)	10 days	Mon 10/5/20	Fri 10/16/20	0133	
136	Execute Test Cases	8 days	Mon 10/5/20	Wed 10/14/20		138

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137	Conduct Bug Triage	0 days	Mon 10/5/20	Wed 10/14/20		130
138	Fix Bugs & Release	0 days	Mon 10/5/20	Wed 10/14/20		130
139	Retest & Validate	2 days	Thu 10/15/20	Fri 10/16/20	130,137,138	
140	Test Sprint 3 (in parallel w/ Dev)	10 days	Mon 10/19/20	Fri 10/30/20	[illegible]	
141	Execute Test Cases	0 days	Mon 10/19/20	Wed 10/28/20		144
142	Conduct Bug Triage	0 days	Mon 10/19/20	Wed 10/28/20		144
143	Fix Bugs & Release	0 days	Mon 10/19/20	Wed 10/28/20		144
144	Retest & Validate	2 days	Thu 10/29/20	Fri 10/30/20	141,142,143	
145	Test Sprint 4 (in parallel w/ Dev)	10 days	Mon 11/2/20	Fri 11/13/20	[illegible]	150,160
146	Execute Test Cases	0 days	Mon 11/2/20	Wed 11/11/20		149
147	Conduct Bug Triage	0 days	Mon 11/2/20	Wed 11/11/20		149
148	Fix Bugs & Release	0 days	Mon 11/2/20	Wed 11/11/20		149
149	Retest & Validate	2 days	Thu 11/12/20	Fri 11/13/20	146,147,148	
150	Regression Testing - End-to-End	0 days	Mon 11/16/20	Fri 11/20/20	149	151,170,[illegible]
151	Conduct Regression Test	0 days	Mon 11/16/20	Wed 11/18/20		15225
152	Conduct Accessibility Testing	3 days	Mon 11/16/20	Wed 11/18/20		
153	Conduct Usability Testing Across Multiple Device Types	3 days	Mon 11/16/20	Wed 11/18/20		
154	Conduct Security Testing	3 days	Mon 11/16/20	Wed 11/18/20		
155	Fix Bugs & Release	4 days	Mon 11/16/20	Thu 11/19/20	151[illegible]	156
156	Retest & Validate	1 day	Fri 11/20/20	Fri 11/20/20	155	
157	User Acceptance Testing	20 days	Mon 11/16/20	Tue 12/15/20		160[illegible],171
158	User Acceptance Test Setup & Configuration	3 days	Mon 11/16/20	Wed 11/18/20		
159	Validate Environment, User Setup & Configuration	3 days	Mon 11/16/20	Wed 11/18/20	160[illegible]-6 days	
160	User Acceptance Test Execution	13 days	Mon 11/23/20	Tue 12/15/20		1[illegible]-6 days
161	End-to-End Testing	13 days	Mon 11/23/20	Tue 12/15/20	158	
162	Execute Test Cases	10 days	Mon 11/23/20	Tue 12/8/20		163
163	Conduct Bug Triage	10 days	Mon 11/23/20	Tue 12/8/20		165
164	Fix Bugs& Release	12 days	Mon 11/23/20	Thu 12/10/20		165
165	Retest& Validate	3 days	Fri 12/11/20	Tue 12/15/20	162,163,164	
166	Performance / Load Testing	21 days	Tue 9/29/20	Thu 12/10/20		174,[illegible]
167	Determine Load Test Requirements	5 days	Tue 9/29/20	Mon 10/5/20	135	
168	Create / Update Load Test Scripts	10 days	Mon 11/16/20	Tue 12/1/20	145	169
169	Execute Load Test	5 days	Wed 12/2/20	Tue 12/8/20	168,15725	17[illegible],171
170	Fix Bugs & Release	5 days	Wed 12/2/20	Tue 12/8/20	168[illegible]	171
171	Retest & Validate	2 days	Wed 12/9/20	Thu 12/10/20	169,170	
172	[MS] Quality Assurance Test Complete	0 days	Fri 11/13/20	Fri 11/13/20	125	
173	[MS] Regression Test Complete	0 days	Fri 11/20/20	Fri 11/20/20	150	
174	[MS] Performance / Load Test Complete	0 days	Thu 12/10/20	Thu 12/10/20	166	220
175	[MS] User Acceptance Test Complete	0 days	Tue 12/15/20	Tue 12/15/20	157	175,230
176	IMPLEMENTATION PHASE	63 days	Tue 9/29/20	Wed 12/30/20		
177	Artifacts	13 days	Wed 12/2/20	Thu 12/17/20		242
178	Update Training Plan	5 days	Wed 12/2/20	Tue 12/8/20	15077	
179	Update End User Support Plan	5 days	Fri 12/11/20	Thu 12/17/20	15077	
180	Finalize Implementation / Deployment Plan	5 days	Fri 12/11/20	Thu 12/17/20	20377-1 day	231,17977
181	Marketing	80 days	Tue 9/29/20	Wed 12/9/20		243
182	Marketing Materials	80 days	Tue 9/29/20	Wed 12/9/20		
183	Marketing for Municipalities	80 days	Tue 9/29/20	Wed 12/9/20		227

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS
DNCR – 2020 001 ONLINE FIRE PERMIT SYSTEM
PART 3 – INFORMATION TECHNOLOGY EXHIBITS
ATTACHMENT 2 – WORK PLAN

184	Poster and/or Brochure Design	45 days	Tue 9/29/20	Wed 12/2/20	15055	187,193FF
185	Graphics	45 days	Tue 9/29/20	Wed 12/2/20	15055	187,193FF
186	Content Being Factory of Program	45 days	Tue 9/29/20	Wed 12/2/20	15055	187
187	Distribute Materials	5 days	Thu 12/3/20	Wed 12/9/20	184,185,186	
188	Marketing for Public	30 days	Tue 9/29/20	Wed 12/9/20		227
189	Poster and/or Brochure Design - Avail @NDI Webcastle Centers	45 days	Tue 9/29/20	Wed 12/2/20	15055	191
190	Graphics	45 days	Tue 9/29/20	Wed 12/2/20	15055	191
191	Distribute Materials	5 days	Thu 12/3/20	Wed 12/9/20	189,190	
192	Marketing Email Campaign - Annual reminder to get permits	20 days	Tue 11/3/20	Wed 12/2/20		
193	Email Template Design / Content	20 days	Tue 11/3/20	Wed 12/2/20	15047,185FF	
194	Marketing FS-6 Licence Document (system development for Licensing & Burn Permit if approved)	10 days	Mon 11/2/20	Fri 11/13/20		
195	Add permit information to FS-6 Licence (NH FS-6 Work) -	10 days	Mon 11/2/20	Fri 11/13/20	9233	
196	Add FS-6 info on Fire Permit - Ref Dev Sprint 4	10 days	Mon 11/2/20	Fri 11/13/20	9233	
197	Training	22 days	Mon 11/16/20	Fri 12/18/20		204
198	Training Materials	15 days	Mon 11/16/20	Tue 12/8/20		198FF
199	Create Help Desk Training Materials & Publish	15 days	Mon 11/16/20	Tue 12/8/20	15055	210
200	Create Agent Training Materials & Publish	15 days	Mon 11/16/20	Tue 12/8/20	15055	214
201	Create NHDNCR Training Materials & Publish	15 days	Mon 11/16/20	Tue 12/8/20	15055	205
202	Conduct Training	15 days	Wed 12/2/20	Fri 12/18/20		200FF-1 day
203	NHDNCR Training	11 days	Wed 12/2/20	Wed 12/16/20		
204	Schedule Training	3 days	Wed 12/2/20	Fri 12/4/20	15055+10 days	205
205	Distribute Training Materials to NHDNCR Personnel	5 days	Mon 12/7/20	Fri 12/11/20	204	206
206	Conduct Admin Training	3 days	Mon 12/14/20	Wed 12/16/20	205,204	
207	Help Desk Training	12 days	Wed 12/2/20	Fri 12/18/20		
208	Schedule Training	3 days	Wed 12/2/20	Fri 12/4/20	15055+10 days	209
209	Distribute Training Materials to Help Desk - Publish to Knowledge Base	5 days	Mon 12/7/20	Fri 12/11/20	208	210
210	Conduct Help Desk Training	5 days	Mon 12/14/20	Fri 12/18/20	199,209	
211	Agent Training	12 days	Wed 12/2/20	Fri 12/18/20		
212	Schedule Training	3 days	Wed 12/2/20	Fri 12/4/20	15055+10 days	213
213	Distribute Training Materials to Agent Personnel	5 days	Mon 12/7/20	Fri 12/11/20	212	214
214	Conduct Agent Training	5 days	Mon 12/14/20	Fri 12/18/20	209,213	
215	Help Desk Operational Requirements	32 days	Tue 11/17/20	Fri 12/18/20		226,245
216	Define Ticketing Precinct Requirements	5 days	Tue 11/17/20	Mon 11/23/20	15055+1 day	217,219,220,221,222
217	Define Reporting for Called Tickets	5 days	Tue 11/24/20	Wed 12/2/20	216	
218	Establish Call Center Phone Numbers(s)	1 day	Tue 11/17/20	Tue 11/17/20	21055	
219	Webcastor Support - UNL777 (online support)	10 days	Tue 11/17/20	Wed 12/2/20	21055	
220	Build phone prompt script	10 days	Tue 11/17/20	Wed 12/2/20	21055	22153,222
221	Define Queue Requirements	10 days	Tue 11/17/20	Wed 12/2/20	21055	223
222	Implement Phone System / Queue / Prompt Design	12 days	Thu 12/3/20	Fri 12/18/20	220,221	22233,22455
223	Implement Ticketing Requirements	12 days	Thu 12/3/20	Fri 12/18/20	22255	
224	Implement Reporting Requirements	12 days	Thu 12/3/20	Fri 12/18/20	22255	
225	System Implementation Entry Conditions Satisfied	15 days	Mon 11/30/20	Fri 12/18/20		233FS+5 days,240
226	Security Review & PCI Testing / Results Complete	1 day	Mon 11/30/20	Mon 11/30/20	123	
227	All Marketing Brochures / Posters Distributed	1 day	Thu 12/10/20	Thu 12/10/20	183,188	

230	API Integration (Power Processing) Settings Validated in Prod.	1 day	Fri 12/11/20	Fri 12/11/20	170	
231	Confirm Implementation Use & Details	1 day	Wed 12/12/20	Wed 12/12/20	175	
232	UAT Acceptance Confirmed	1 day	Wed 12/16/20	Wed 12/16/20	171	
233	Data Migration Sample Validated for Data - Final Conversion	1 day	Fri 12/18/20	Fri 12/18/20	180	
234	Go Live Preparation	2 days	Mon 12/28/20	Tue 12/29/20		
235	Stakeholder Notification	3 days	Mon 12/28/20	Tue 12/29/20	223FS+3 days	230,247
236	Verify Agent Readiness	2 days	Mon 12/28/20	Tue 12/29/20		
237	Verify Client Readiness	2 days	Mon 12/28/20	Tue 12/29/20		
238	Verify Help Desk Readiness	2 days	Mon 12/28/20	Tue 12/29/20	215	
239	GO LIVE: Establish Final Updates to Production Environment	1 day	Wed 12/30/20	Wed 12/30/20		
240	Final Data Conversion	1 day	Wed 12/30/20	Wed 12/30/20	233	241FF,240
241	Execute Conversion	1 day	Wed 12/30/20	Wed 12/30/20		240SS
242	Initiative Data Validation	1 day	Wed 12/30/20	Wed 12/30/20	239SS	
243	NM DNCR Online Fire Permits System LIVE	1 day	Wed 12/30/20	Wed 12/30/20	239FF	240
244	[M] Marketing Deliverables Complete & Distributed	0 days	Wed 12/9/20	Wed 12/9/20	101	
245	[M] Artifacts - Implementation Phase Complete	0 days	Thu 12/17/20	Thu 12/17/20	177	
246	[M] Admin, Agent, Help Desk Training Complete	0 days	Fri 12/18/20	Fri 12/18/20	197	
247	[M] Operational Support Requirements Complete	0 days	Fri 12/18/20	Fri 12/18/20	215	
248	[M] System Implementation Entry Conditions Satisfied	0 days	Fri 12/18/20	Fri 12/18/20	225	
249	[M] Stakeholder Notification Complete	0 days	Tue 12/29/20	Tue 12/29/20	233	
250	[M] Final Data Conversion Executed & Validated	0 days	Wed 12/30/20	Wed 12/30/20	230	
251	[M] Go Live	0 days	Wed 12/30/20	Wed 12/30/20	241	250
252	[M] Implementation Phase Complete	0 days	Wed 12/30/20	Wed 12/30/20	240	251
253	PHASE I STABILIZATION PERIOD	31 days	Thu 12/31/20	Thu 2/11/21	250	
254	Project Team Monitors System During Stabilization Period	20 days	Thu 12/31/20	Wed 2/10/21		253
255	Production Defect Reporting & Triage in QA & UAT	20 days	Thu 12/31/20	Wed 2/10/21		253
256	Implement & Validate Fixes for Defects	20 days	Thu 12/31/20	Wed 2/10/21		253
257	Stabilization Period Completion	1 day	Thu 2/11/21	Thu 2/11/21	252,253,254	258
258	[M] Stabilization Period Complete - Turn Over to Operations	0 days	Thu 2/11/21	Thu 2/11/21	255	257
259	MAINTENANCE & SUPPORT	1 day	Fri 2/12/21	Fri 2/12/21	258	
260	Initiate Operations & Support Plan	1 day	Fri 2/12/21	Fri 2/12/21		
261	Wrap-Up Meeting / Lessons Learned	1 day	Fri 2/12/21	Fri 2/12/21		
262	PCI DSS Compliance - Qtrly Scans - Annually Annually	1 day	Fri 2/12/21	Fri 2/12/21		
263	On-Going System Maintenance	1 day	Fri 2/12/21	Fri 2/12/21		
264	On-Going SLA Reporting / Metrics	1 day	Fri 2/12/21	Fri 2/12/21		

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 687841

Certificate Number: 0004913147

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of May A.D. 2020.

William M. Gardner
Secretary of State

SOVEREIGN SPORTSMAN SOLUTIONS

4336 Kenilwood Dr. Nashville, TN 37204
Office: (844) 688-7133

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

I, Rob Walker, herby certify that:
(Name of Manager of Limited Liability Company, Contract Signatory – Print Name)

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

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Sovereign Sportsman Solutions, LLC
(Name of Limited Liability Company)
and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Rob Walker
(Contract Signatory – Signature)

7/14/20
(Date)

STATE OF Tennessee

COUNTY OF Davidson

On this the 14th day of July, 2020, before me personally appeared Rob Walker, known to be the person (or persons) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.
(Contract Signatory-Print name)

Danielle R Daigle
(Notary Public-Signature)

My Commission Expires: March 8, 2022

DANIELLE R DAIGLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES MARCH 8, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/08/2020

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	20303
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sovereign Sportsman Solutions, LLC
6336 Leallwood Drive
Nashville, TN 372044401

COVERAGES CERTIFICATE NUMBER: W16150210 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			3605-84-75 ECE	05/01/2020	05/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7360-89-86	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7818-84-59	05/01/2020	05/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

NH Dept of Cultural and Natural Resources
Steven Sherman, Chief
172 Pembroke Dr
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

COVERAGES CERTIFICATE NUMBER: 20UT314920406 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 01-19-987-04	06/01/2020	06/01/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	06/01/2020	06/01/2021	Client# 86347-1	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Sovereign Sportsman Solution, LLC
4336 Kenilwood Dr
Nashville, TN 37204

CERTIFICATE HOLDER	CANCELLATION
NH Dept of Cultural and Natural Resources Steven Sherman, Chief 172 Pembroke Dr Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Andy Alsaves

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