State of New Hampshire
Department of Revenue Administration

OCT 28'22 AM 10:14 RCVD

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

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Lindsey M. Stepp
Commissioner

Ora M. LeMere
Assistant Commissioner

October 06, 2022

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

REQUESTED ACTION

Authorize the Department of Revenue Administration ("DRA") to exercise a renewal option and amend a Sole Source contract with Axiomatic, LLC, a New Hampshire limited liability company with a business address of PO Box 618, Rye, New Hampshire, 03870, to provide continued Municipal and Property support and maintenance by increasing the price limitation by $660,280.00 from $1,475,448.00 to $2,135,728.00 and extending the completion date from December 31, 2022 to December 31, 2024, effective upon Governor and Council approval. The contract was originally approved by Governor and Council on December 5, 2018 (item #47) and amended on December 2, 2020 (item #31). **100% General Funds.**

Funding is available in the following account:

01-84-84-84-841010-1116-038	FY 2023	FY2024	FY2025
Technology/Software	$125,000	$352,280	$183,000

EXPLANATION

This is a sole source agreement with Axiomatic for maintenance and enhancements to a system originally built and installed by Axiomatic for the DRA. The Axiomatic system is a custom-built solution that requires a specialized set of knowledge specific to the system and its operation. Axiomatic has the most experience developing and maintaining these specialized systems and providing technical support to the application. Specifically, Axiomatic principals have extensive, direct experience designing, developing, and maintaining these specialized systems. Axiomatic built and implemented these systems and has maintained them for the past 3 ½ years under an existing contract (DoIT 2019-054A). The Municipal and Property Division and over 1,200 municipal users rely on these systems as the primary management and compliance interface for millions of data points that are collected annually to fairly apportion common tax burdens and calculate local property tax rates as constitutionally required. Axiomatic possesses the unique knowledge base that is critical to efficiently provide DRA service and support for these systems that the state and municipalities rely upon.

TDD Access: Relay NH 1-800-735-2964
*Individuals who need auxiliary aids for effective communication in programs and services of the
Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

We expect Axiomatic to continue providing DRA support in the four modules of the Municipal and Property Management System, which includes a comprehensive equalization system, a municipal finance e-file and data management system, a geospatial property management platform, and a fourth module to manage the utility property appraisal process. These applications rely on continuous integration and standardization of inter-governmental data streams from a variety of sources including municipal assessors, county registrars of deeds, the New Hampshire Department of Education, municipal financial reports, and DRA real estate transfer tax forms. Axiomatic has extensive experience managing and integrating these types of data streams specifically in a geospatial environment for equalization and municipal finance applications. These systems provide operational efficiencies at the state and local level and have increased transparency and public access to information.

Axiomatic will also integrate the Department's Form MS-123 into the compliment of electronic filings requested from municipalities. This new integration will eliminate the need for municipalities to re-enter municipal officials that have not changed. The Town/City/Villages Officials have requested from the DRA that this functionality be added to the MTRSP Application. The cost for this work will add $7,000 the contract.

The original contract beginning on January 1, 2019, had the option to renew for three additional two-year terms at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, and subject to the approval of the Governor and Council. The DRA is choosing to exercise this second renewal option for an additional two-year term, to expire December 31, 2024, with this proposed amendment.

On September 19, 2022, Axiomatic's membership interests were acquired by CATALIS, formerly known as Government Brands, LLC, a Delaware limited liability company, headquartered in Alpharetta, Georgia. Axiomatic is expected to retain its identity, and, more importantly, its principals, Patrick Santoso and David Salzer will continue to provide the same quality services to the State under the Contract. Pursuant to paragraph 14 of Part 2 of the Contract, the State exercises its option to continue under the Contract for the full remaining term as amended and extended. The State has not consented to any assignment of the Contract and has made no waivers with respect to the performance of the Contract by Axiomatic at this time.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,

Lindsey M. Stepp
Commissioner of Revenue Administration

Denis Goulet
Commissioner

October 3, 2022

Lindsey M. Stepp, Commissioner
Department of Revenue Administration
State of New Hampshire
109 Pleasant Street
Concord, NH 03301

Dear Commissioner Stepp:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Axiomatic, LLC, as described below and referenced as DoIT No. 2019-054B.

The purpose of this request is to amend a contract with Axiomatic, LLC, for Municipal and Property Management System Support and Maintenance.

The price limitation will increase by $660,280 for a total price limitation of $2,135,728, effective upon Governor and Executive Council approval through December 31, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-054B

cc: Karen Sampson, IT Manager

Amendment No. 2 of the Department of Revenue Administration Contract for Municipal and Property Management System Support and Maintenance, Dated December 5, 2018

The New Hampshire Department of Revenue Administration (DRA) and Axiomatic, LLC, a New Hampshire limited liability company with a business address of PO Box 618, Rye, NH 03870 (Contractor) entered into an agreement to provide Municipal and Property Management System support and maintenance services which was originally approved by Governor and Council on December 5, 2018 (item #47), and amended on December 2, 2020 (item #31) (the Contract). The Contract provides for three two-year extensions of its term, subject to Governor and Council approval. The parties hereby agree to amend the Contract as follows:

1. Amendment and Modification: FORM NUMBER P-37, Item 1.4.
   Item 1.4 of the Contract is hereby amended such that the Contractor Address is changed from 16 Market Square, Suite 3, Portsmouth NH 03801 to PO Box 618, Rye NH 03870.

2. Amendment and Modification: FORM NUMBER P-37, Item 1.6.
   Item 1.6 of the Contract is hereby amended such that the Account Number is changed from 01-84-84-84-841010-5413-038; to 01-84-84-84-841010-1116-038.

3. Amendment and Modification: FORM NUMBER P-37, Item 1.7.
   Item 1.7 of the Contract is hereby amended such that the Completion Date is changed from December 31, 2022 to December 31, 2024.

4. Amendment and Modification: FORM NUMBER P-37, Item 1.8.
   Item 1.8 of the Contract is hereby amended such that the Price Limitation is increased by $660,280.00 from $1,475,448.00 to $2,135,728.00,

5. Amendment and Modification: Part 3, Exhibit B, Section 1.2, Deliverable Payment Allocation Table 1.2. Change/Update Table to add system maintenance costs for 2023 and 2024. The monthly column has been updated from a monthly payment amount to reflect a total 24-month maintenance cost.

Date: _10/6/2022_
Axiomatic Initials: _____

Change From:

Table 1.2: Proposed Vendor Staff, Resource Hours, and Rates Worksheet

Item	Total	Holdback	BRD	Completion	Monthly
Mosaic Rebuild GR-1 (2019-2020)	**$ 26,500.00**	$ 1,325.00	$ 7,552.50	$ 17,622.50	
Mosaic Rebuild GR-2 (2019-2020)	**$ 22,000.00**	$ 1,100.00	$ 6,270.00	$ 14,630.00	
EQ Modifications (2019-2020)	**$ 15,000.00**	$ 750.00	$ 4,275.00	$ 9,975.00	
MS Modifications (2019-2020)	**$ 12,000.00**	$ 600.00	$ 3,420.00	$ 7,980.00	
UVS Specifications (2019-2020)	**$ 18,750.00**	$ 937.50	$17,812.50		
UVS Development (2019-2020)	**$ 57,500.00**	$ 2,875.00		$ 54,625.00	
System Maintenance, Hosting, Technical Support & Training (24 Installments) (2019-2020)	**$ 670,418.00**	$ 33,520.88			$26,537.38
System Maintenance, Hosting, Technical Support & Training (24 Installments) (2021-2022)	**$653,280.00**	$32,664.00			$25,895.00
Total	**$1,475,448.00**	**$ 73,772.38**	**$39,330.00**	**$104,832.50**	**$ 1,257,513.12**

Date: _10/6/2022
Axiomatic Initials: _

Change To:

Table 1.2: Vendor Contract Line-Item Cost

Item	Contract Total	BRD	Holdback	Completion	Maintenance
Mosaic Rebuild GR-1 (2019-2020)	$ 26,500.00	$ 7,552.50	$ 1,325.00	$ 17,622.50	
Mosaic Rebuild GR-2 (2019-2020)	$ 22,000.00	$ 6,270.00	$ 1,100.00	$ 14,630.00	
EQ Modifications (2019-2020)	$ 15,000.00	$ 4,275.00	$ 750.00	$ 9,975.00	
MS Modifications (2019-2020)	$ 12,000.00	$ 3,420.00	$ 600.00	$ 7,980.00	
UVS Specifications (2019-2020)	$ 18,750.00	$17,812.50	$ 937.50		
UVS Development (2019-2020)	$ 57,500.00		$ 2,875.00	$ 54,625.00	
System Maintenance, Hosting, Technical Support & Training (24 Installments) (2019-2020)	$ 670,418.00		$ 33,520.88		$636,897.12
System Maintenance, Hosting, Technical Support & Training (24 Installments) (2021-2022)	$653,280.00		$32,664.00		$620,616.00
MS Modifications (2023-2024)	**$7,000.00**	$1,995.00	$350.00	$4,655.00	
System Maintenance, Hosting, Technical Support & Training (24 Installments) (2023-2024)	**$653,280.00**		$32,664.00		$620,616.00
Total	*$2,135,728.00*	*$41,325.00*	*$106,786.38*	*$109,487.50*	*$1,878,129.12*

6. <u>Amendment and Modification: Part 3, Exhibit N, Axiomatic Statement of Work.</u>
   Add to the Deliverable Schedule the MT-MS023 requirement to read:

   MT-MS023 requirement is for Axiomatic to integrate the MS-123 into the compliment of electronic filings requested from municipalities. This new integration will eliminate the need for municipalities to re-enter municipal officials that have not changed. The Town/City/Villages Officials have requested from the DRA that this functionality be added to the MTRSP Application. The cost for this work will add $7,000 to the Price Limitation.

Date: _10/6/2022
Axiomatic Initials:

7. Amendment and Modification: Part 3, Exhibit N, Axiomatic Statement of Work.
Change From: 2021-2022 Axiomatic Old Exhibit N Axiomatic Statement of Work (Attached).
Change To: 2022 - 2023 Axiomatic New Exhibit N Statement of Work (Attached).

8. Amendment and Modification: Part 2, Information Technology Provisions, Section 11, USE OF STATE'S INFORMATION, CONFIDENTIALITY.
Delete this entire section.

9. Amendment and Modification: Part 2, Information Technology Provisions, Section 14, CHANGE OF OWNERSHIP.
Add new provision to this section to read:

"On September 19, 2022, Axiomatic's membership interests were acquired by CATALIS, formerly known as Government Brands, LLC, a Delaware limited liability company, headquartered in Alpharetta, Georgia. Pursuant to this paragraph, the State exercises its option to continue under the Contract for the full remaining term as amended and extended by Amendment No. 2, dated as of October 6, 2022."

10. Amendment and Modification: Part 3, Exhibit C, SPECIAL PROVISIONS.
Add Special Provision #1 to read:

"State and Federal Policy Compliance: In performing its obligations under this Agreement, the Contractor agrees and acknowledges that it must comply with the applicable policies and procedures governing access to and disclosure of confidential information and federal tax information as such are provided in Exhibits P and Q, or other applicable law".

11. Amendment and Modification: Part 3, Exhibit C, SPECIAL PROVISIONS.
Add Special Provision #2 to read:

"On September 19, 2022, Axiomatic's membership interests were acquired by CATALIS, formerly known as Government Brands, LLC, a Delaware limited liability company, headquartered in Alpharetta, Georgia. Pursuant to Part 2, Paragraphs 14 and 15, the parties agree that by entering into Amendment No. 2 and exercising to continue under the Contract as amended, the State has not consented to any assignment of the Contract and has made no waivers with respect to the continued performance of the Contract by Axiomatic."

12. Amendment and Modification: Part 3, New Exhibits P and Q.
Add New Exhibit P - STATE POLICY NO. 2022-001 Disclosure of Taxpayer and Department Information. (Attached)

Add New Exhibit Q – IRS Pub 1075 EXHIBIT 7 SAFEGUARD CONTRACT LANGUAGE. (Attached)

Date: _10/6/2022
Axiomatic Initials: _____

13. Effective Date.
   The Amendment is effective upon Governor and Council approval.

This Amendment No. 2 of the Contract is hereby incorporated by reference into the Contract and expressly made a part thereof by the parties. All other terms and conditions of the Contract are hereby reaffirmed and unless expressly amended hereby shall remain in effect and unmodified.

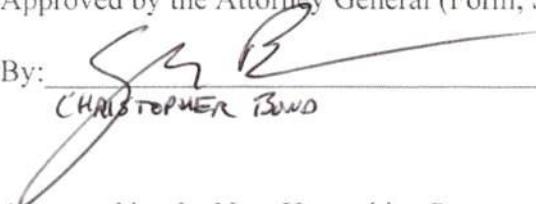   IN WITNESS WHEREOF, the parties hereto have set their hands on the 6th day of October, 2022.

DEPARTMENT OF REVENUE ADMINISTRATION

By: _Lindsey M. Stepp_
Lindsey M. Stepp, Commissioner

AXIOMATIC, LLC
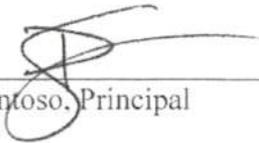
By: _____
Patrick Santoso, Principal

Approved by the Attorney General (Form, Substance and Execution)

By: _____   On: _10/25/22_____
   CHRISTOPHER BOND

Approved by the New Hampshire Governor and Executive Council

By: _____   On: _____

Date: _10/6/2022
Axiomatic Initials: _____

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Municipal and Property' System Maintenance
CONTRACT 2019-054
EXHIBIT N
STATEMENT OF WORK

See Attachment 1 - Axiomatic Statement of Work.

NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION

Municipal and Property Division Data Management Systems

Statement of Work

PREPARED FOR:
Lindsey M. Stepp
Commissioner
New Hampshire of Revenue
Administration
109 Pleasant St
Concord, NH 03301

PREPARED BY:
Axiomatic, LLC
PO BOX 618
Rye, NH03870

AUGUST 30, 2022

◆axiomatic

CONTENTS

OVERVIEW

This document defines the agreed upon software and services that Axiomatic, LLC ("Axiomatic") will provide to the New Hampshire Department of Revenue Administration ("DRA", and collectively with Axiomatic, the "Parties"). These services include the support and maintenance of the DRA Property Tax Equalization System ("DRAEQ"), DRA Mosaic GIS System ("Mosaic") DRA Utility Valuation System ("UVS") and the DRA Municipal Tax Rate Setting Portal ("MTRSP") collectively referred to as the "Municipal and Property Systems".

PARTIES

DRA shall be defined as:

The New Hampshire Department of Revenue Administration
109 Pleasant St.
Concord, NH 03301

Axiomatic shall be defined as:

Axiomatic, LLC
PO Box 618
Rye, NH 03870

HISTORY AND BACKGROUND

Axiomatic is a New Hampshire Limited Liability Corporation engaged in the business of custom software development, business process re-engineering and Geographical Information Systems ("GIS") consulting.

DRA has developed, as part of its capital improvement plan, Municipal and Property Systems (DRAEQ, Mosaic, UVS and MTRSP). These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education and DRA forms PA-34. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily assigned duties.

The Municipal and Property Systems also will require modifications and/or upgrades to remain consistent with changing statutes. DRA wishes to engage Axiomatic to architect, program, and test these modifications and/or upgrades and to provide technical support to municipal and state staff. Through the course of normal operations DRA and municipal users require technical support for the Municipal and Property Systems.

DEFINITION OF TERMS

Arm's length transactions: A transaction in which the buyers and sellers act independently and have no relationship to each other.

CAMA: Computer Assisted Mass Appraisal Software used to establish appraisals for real property.

Default Budget: For municipalities who have adopted the appropriate provisions a budget which become active if the primary budget fails at annual meeting.

DRAEQ: The Department of Revenue Administration Equalization web application being maintained in this contract.

Pre-review process: Optional DRA service to review draft warrant articles prior to posting.

Property Tax Equalization: Equalization ensures that property taxes applied across multiple jurisdictions are assessed equally and in proportion to fair market value across municipalities through statistical analysis of real estate transactions and the sale price as it relates to the assessed value.

ETL Processes: Extract, Transform, Load – database procedure for transferring data between system by which the operator extracts the desired data from the source database, transforms it to meet the standards of the destination, and finally loads it to the destination database.

Equalization Ratio: Also known as "Ratio" is the assessed value divided by the selling price multiplied by 100.

Equalization Sales Ratio Layer: Also known as "Ratio Layer" is a geographical layer depicting properties that have sold and has information related to them from the DRA Property Tax Equalization System ("DRAEQ").

Equalization Year: Period Beginning October 1st and continuing through September 30 of the following year. Also Known as the "EQ Year"

FEMA FIRM Maps: Federal Emergency Management Agency produced Flood Insurance Rate Maps

Form MS-1/MS1-V: Summary inventory of Valuation for Towns and Villages. Certification of valuations and estimated revenues sworn to under oath per RSA 75:7

Form MS-10-Municipal report of common trust fund investments

Form MS-123- Report of Town/City/Village Officials

Form MS-9- Municipal report of trust and capital reserve funds

Form MS-25-School report of finances

Form MS-535-Municipal (village) report of finances

Form MS-61-Municipal Tax Collectors report

Form PA-34: The Inventory of Property Transferred Form is filed with DRA and the Municipality in which the property is located within 30 days of the transaction. The PA-34 does not contain confidential taxpayer information.

Grantor: The party who transfers title in real property (seller)

Grantee: A person to whom a conveyance is made (purchaser)

Geographical Information System ("GIS"): A computer system designed to capture, manipulate and manage geographical information.

Land Use Code: A code used to identify the type of use of a particular parcel, i.e. single-family home, multi-family 4+ units, commercial, industrial, etc.

Link Error: Referring to CAMA Records which do not have linking parcel map records or vise-versa. Often link errors are the result of errors or inaccuracies in map and lot numbers as recorded in parcel or CAMA files.

Taxing Jurisdiction: In the case of property tax, municipal corporations in New Hampshire responsible for property tax assessment and collection.

Meals and Room License Point: A geographical location associated with a license issued by DRA for a business to collect meals and rooms tax.

MPD: Municipal and Property Division at the NH Dept. of Revenue.

MTRSP: Municipal Tax Rate Setting Portal formerly termed "DRAMS" in previous agreements.

Parcel Maps: Also known as "tax maps" they are cadastral representation of ownership boundaries.

PDF Form Data-PDF form data is captured by DRA using "smart" PDF forms that can save form data to a database.

PERM File-A DRA file containing information about RSA's adopted by municipalities

Pre-excluded sale: A sale that has been excluded from equalization due to circumstances about the transaction apparent from the registry of deeds without action from municipal officials. Reasons for pre-exclusion include foreclosure, government entity as grantor/grantee etc.

Registry of Deeds: In New Hampshire registries are located in each county and serve as the official record of real estate transactions.

RETT: Real Estate Transfer Tax – a tax assessed on real estate transactions which is collected by the counties.

RETT Forms: Collectively referring to CD-57 and PA-34 forms.

Rolling Validation: Referring to the municipal practice of validating sales throughout the year instead of waiting until October 1st.

State Owned Land Layer: A geographical layer depicting state owned land.

Tax Year: For the purposes of this document, and for property tax rate setting, a tax year is the period beginning in Q4 of a year and ending in Q4 of the following year. Tax Year 2023 is considered Q4 2022 through Q4 2033 with tax year 2023 rates being set in fall 2023.

Web Maps: Geographical information provided via a web application.

Vendor Initials: _____

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PROPERTY TAX EQUALIZATION

DRAEQ is a custom developed web application that allows state and municipal (town and city) users to review and validate real estate transaction information to conduct the statutorily required property tax equalization process. DRA and New Hampshire municipalities have used this application since 2012. DRAEQ is powered by three (3) primary data sets supplied by their data owners on a periodic basis (1) Municipal Assessing Data ("CAMA"), (2) County Index of Real Estate Transactions, and (3) DRA Real Estate Transfer Tax ("RETT") form data (DRA Forms: PA-34). Each of these data sets is run through custom extract, transform, load ("ETL") process to clean and standardize them prior to being uploaded into DRAEQ.

MOSAIC GIS

The Mosaic Parcel Map ("Mosaic") is a compilation of municipal parcel maps and CAMA data from the 235 taxing jurisdictions in New Hampshire (234 municipalities plus the unincorporated locations), combined into a common geospatial format. Municipal specific geospatial and database ETL processes are used to collect, standardize, and aggregate the municipal parcel map data. Linked CAMA data is shared from Mosaic to DRAEQ allowing sales to be depicted geospatially. Mosaic is served to DRA users via a web-based searching and reporting system. The system allows DRA to search and locate properties based on the attributes that are maintained for each parcel. DRA has also made Mosaic available to other state agencies.

MUNICIPAL TAX RATE SETTING PORTAL

The Municipal and Property Division at DRA sets property tax rates for over 550 political subdivisions in New Hampshire. For the purposes of property tax rates, political subdivisions or entities are defined as counties, municipalities, village districts, and school districts. In June of 2013, DRA began a project to re-architect the process, and develop a web application to be used by the department and municipal entities to conduct the property tax rate setting process. The centerpiece of the redevelopment is a web-based, Municipal Services .net, software platform ("MTRSP") that serves as a digital repository and workspace for the vast quantities of financial information needed to set property tax rates.

UTILITY VALUATION SYSTEM

DRA is required to annually value approximately 160 utility entities in several classes of utility property. Axiomatic in partnership with DRA has developed a Utility Valuation System (UVS) completed in 2021 for 2022 deployment. UVS integrates utility filings (PA-20 and PA-22) with valuation models and allows DRA utility appraisers to value complex utility properties using cost and income approaches.

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Property Tax Equalization

Req. No.	Category	Name	Description
MT-EQ001	Data Collection and Processing	Collection of Municipal CAMA Data	Axiomatic will annually request and collect CAMA data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected, or DRA provides notice that the process may be considered complete.
MT-EQ002	Data Collection and Processing	Identification and resolution of link errors	Axiomatic will identify and correct to the extent possible data correlation issues between municipal parcel and CAMA data.
MT-EQ003	Data Collection and Processing	Collection of Municipal Sales Data	Axiomatic will annually request and collect direct sales export data from qualifying CAMA systems from all participating municipalities on DRA's behalf beginning in August and continuing until all data is collected, or the municipality completes their equalization data entry. It is policy to accept and process only one (1) data export per municipality, per year when they have completed all their equalization validation within their CAMA software. The municipality also must simultaneously submit a CAMA export containing their finalized values for that assessing year.
MT-EQ004	Data Collection and Processing	Collection of County Deed Index and Stamp Data	Axiomatic will collect electronic deed index information from each of the ten (10) county registries of deeds on DRA's behalf. Transmissions will be monitored to ensure transaction records are complete and have matching tax stamp records. In the event of suspected missing records Axiomatic will notify DRA and the county's vendor of same. Axiomatic and DRA agree that DRA shall be responsible for continued county participation and transmission of grantor/grantee exports.
MT-EQ005	Data Collection and Processing	Collection of PA-34 Data	Axiomatic will collect from PA-34 images and data exports from DRA IT including: (1) E-filed PA-34 data, (2) index data from scanned forms, and (3) scanned image files.
MT-EQ006	Data Collection and Processing	Processing of Municipal CAMA Data	Axiomatic will process municipal CAMA data collected as outlined in requirement MT-EQ001 using municipal specific ETL processes to convert data to the state standard format. In addition to standardization, each CAMA record will be correlated to the parcel map record as discussed in the Mosaic GIS System section.
MT-EQ007	Data Collection and Processing	Updates and Modifications to Municipal CAMA Data ETL Processors	Axiomatic will update municipal data processors as required to ensure a consistent data stream (Each year approximately thirty (30) municipalities alter their data structure and/or report type resulting in a non-standard export. In these cases, Axiomatic will update the municipal specific processes to accommodate the change and ensure proper conversion to the state standard data format.).

Vendor Initials: _____
Date: __10/6/22__

MT-EQ008	Data Collection and Processing	Processing of Municipal Sales Data	Axiomatic will process municipal sales data collected as outlined in requirement MT-EQ003 using CAMA specific ETL processes to convert data to the state standard format.
MT-EQ009	Data Collection and Processing	Processing of County Deed Index and Stamp Data	Axiomatic will process registry of deed data collected as outlined in requirement MT-EQ004 using county specific ETL processes that standardize and structure the information to be compatible with DRAEQ.
MT-EQ010	Data Collection and Processing	Correct County Deed Index and Stamp Data	Axiomatic will identify, research, and deeds that are flagged in the ETL process as outlined in MT-EQ009.
MT-EQ011	Data Collection and Processing	Assign towns to "Unassigned" County deed Index records	DRA will identify, research, and correct deeds that are not assigned to a town. Axiomatic will train and assist DRA with this process.
MT-EQ012	Data Collection and Processing	Deed Pre-Exclusion	Axiomatic will process registry data collected through the pre-exclusion process on a monthly basis. The pre-exclusion processor will also be updated on an annual basis.
MT-EQ013	Data Collection and Processing	RETT Exemption Scrubbing	Axiomatic will process registry data collected as outlined in requirement MT-EQ004 through the exemption process. This process identifies a number of sales scenarios including government transactions. The exemption processor will also be maintained and updated on a regular basis
MT-EQ014	Data Collection and Processing	Processing of PA-34 Data	Axiomatic will process data collected as outlined in requirement MT-EQ005 data using the PA-34 ETL. The data and images will be prepared and associated to the appropriate sales record in the equalization application.
MT-EQ015	Data Collection and Processing	Master CAMA Aggregation	Axiomatic will aggregate individual data sets into a single statewide CAMA dataset on as needed basis. Once a year the data set will be identified as the official filing for the year.
MT-EQ016	Data Collection and Processing	Land Use Code Correlation	Axiomatic will correlate local land use codes to the DRA land use code system using an automated process. The process will be updated on an annual basis.
MT-EQ017	Data Collection and Processing	State Owned Land Identification	Axiomatic will identify land marked by the municipality as state or federally owned. The process will be updated on an annual basis.
MT-EQ018	Data Collection and Processing	Ad-Hoc Equalization Exports	Axiomatic will correlate required CAMA sets to support municipal sales validation in equalization.
MT-EQ019	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-EQ020	System Maintenance	Management of user accounts for state users	Axiomatic will manage user accounts for non-DRA state users as needed.
MT-EQ021	System Maintenance	Management of user accounts for municipal users	Axiomatic will manage user accounts for municipal users as needed.
MT-EQ022	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.
MT-EQ023	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify

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Date: 10/6/22

			any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.
MT-EQ024	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates monthly. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-EQ025	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-EQ026	System Maintenance	Performance Tuning	If performance issues are identified through user experience or log monitoring the database and code will be optimized to enhance user experience.
MT-EQ027	Training	Conduct 20 training sessions annually for municipal users over the web and in person	Axiomatic will conduct the following trainings annually: Two (2) Early Bird Equalization Trainings Two (2) Equalization New User Trainings Two (2) Equalization Refresher Trainings Two (2) MS-1 Filing Trainings Trainings will be conducted using web meeting unless otherwise requested by DRA
MT-EQ028	Technical Support	Provide technical support to DRA users	Provide technical support to DRA staff via telephone, email, web, in-person.
MT-EQ029	Technical Support	Provide technical support to non-DRA state users	Provide technical support to non-DRA state staff via telephone, email, web, in-person.
MT-EQ030	Technical Support	Provide technical support to municipal users	Provide technical support to municipal staff via telephone, email, web, in-person.
MT-EQ031	System Hosting & Disaster Recovery	Tier 1 Facility	Host DRAEQ at colocation facility with Tier 1 internet and fully redundant power and internet
MT-EQ032	System Hosting & Disaster Recovery	Regular Backups	Backup data nightly to local and offsite servers
MT-EQ033	System Hosting & Disaster Recovery	Semi-Regular Backups	Create quarterly backups of system and data for DRA

Vendor Initials: _____
Date: 10/6/22

Req. No.	Category	Name	Description
MT-GIS001	Data Collection and Processing	Municipal Parcel Data Collection	Axiomatic will annually request and collect Parcel Map data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected or DRA provides notice that the process may be considered complete.
MT-GIS002	Data Collection and Processing	Municipal GIS Secondary Data Collection	Axiomatic will annually request and collect secondary GIS data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected or DRA provides notice that the process may be considered complete.
MT-GIS003	Data Collection and Processing	Municipal Parcel Data Processing	Axiomatic will process municipal parcel map data collected per MT-GIS001 through two distinct ETL processes. The first processor parses and standardizes the data through the use of spatial models. Following the spatial processing, parcel map data must be cross-correlated with municipal CAMA data to identify and correct miss-matched or omitted records.
MT-GIS004	Data Collection and Processing	Municipal GIS Secondary Data Processing	Axiomatic will process municipal secondary GIS data collected per MT-GIS002 through two distinct ETL processes. The first processor parses and standardizes the data through the use of spatial models. Following the spatial processing, parcel map data must be cross-correlated with municipal CAMA data to identify and correct miss-matched or omitted records.
MT-GIS005	Data Collection and Processing	Identification and resolution of link errors	Axiomatic will identify and correct to the extent possible data correlation issues between municipal parcel and CAMA data.
MT-GIS006	Data Collection and Processing	Updates and Modifications to Municipal Parcel Geospatial Processors	Axiomatic will make updates to municipal geospatial data processors as necessary to accommodate data type, system and identification number changes.
MT-GIS007	Data Collection and Processing	Updates and Modifications to Municipal CAMA Data ETL Processors	Axiomatic will make updates to municipal ETL data processors as necessary to accommodate data type, system and identification number changes.
MT-GIS008	Data Collection and Processing	Creation of "Ratio" Layer	Axiomatic will create and publish a geospatial layer representing sales processed through equalization. Sales will be broken into three categories, included, excluded and multi-sale.
MT-GIS009	Data Collection and Processing	Creation of "State Owned Land" layer	Axiomatic will create and publish a layer if state owned properties as identified by municipal data keys on an annual basis.

Vendor Initials: _____

Date: 10/6/22

MT-GIS010	Data Collection and Processing	Creation of "Federally Owned Land" layer	Axiomatic will create and publish a layer if federally owned properties as identified by municipal data keys on an annual basis.
MT-GIS011	Data Collection and Processing	M&R Data Scrubbing	Axiomatic will scrub tabular Meals and Rooms license data on a monthly basis.
MT-GIS012	Data Collection and Processing	M&R Data Geocoding	Axiomatic will geocode tabular Meals and Rooms license data on a monthly basis.
MT-GIS013	Data Collection and Processing	"Soft" Parcel Updates for Non-Supported Municipal GIS Layers	Axiomatic will perform "soft updates" on municipalities that have a non-official GIS file and associated parcel change documentation on an annual basis.
MT-GIS014	Data Collection and Processing	Creation of NHBD Maps	Axiomatic will generate neighborhood code themed parcel maps for MPD on an as-needed basis.
MT-GIS015	Data Collection and Processing	Creation of Custom Maps	Axiomatic will generate custom printed (PDF) maps for MPD on an as-needed basis.
MT-GIS016	System Maintenance	Package Spatial Information for ArcEnterprise	Axiomatic will act as the single point for data uploads into the ArcGIS Enterprise Portal for DRA. This will ensure data and version control.
MT-GIS017	System Maintenance	Promote Official Mosaic Data Set for WMS/WFS Publishing	Axiomatic will package and promote the appropriate version of the mosaic and related data sets on an as needed basis.
MT-GIS018	System Maintenance	Manage ArcEnterprise User Accounts for DRA Users	Axiomatic will manage user accounts for DRA users.
MT-GIS019	System Maintenance	Manage and Support ArcEnterprise Configurations for Mosaic Parcel data viewer	Axiomatic will manage and support an ArcEnterprise application to interact with mosaic data.
MT-GIS020	System Maintenance	Manage and Support ArcEnterprise Configurations for Property Appraisal field staff (includes Survey 123)	Axiomatic will manage and support ArcEnterprise Field Applications for DRA MPD appraisal staff.
MT-GIS021	System Maintenance	Manage and Support ArcEnterprise Configurations for Timber Appraisers	Axiomatic will manage and support ArcEnterprise Field Applications for DRA MPD timber appraising staff.
MT-GIS022	System Maintenance	Manage and Support ArcEnterprise Configurations for Gravel Appraisers	Axiomatic will manage and support ArcEnterprise Field Applications for DRA MPD gravel appraising staff.
MT-GIS023	Training	General GIS Training	Axiomatic will conduct four (4) general GIS training sessions on an annual basis.
MT-GIS024	Training	GIS Field Tools Training	Axiomatic will conduct four (4) GIS field tools training sessions on an annual basis.
MT-GIS025	Technical Support	Provide Technical Support to DRA	Axiomatic will provide technical support to DRA staff via telephone, email, web, in-person.

Vendor Initials: ___
Date: 10/4/22

Req. No.	Category	Name	Description
MT-GIS026	System Maintenance	ESRI Updates	Axiomatic will perform updates and installations for ESRI Arc Enterprise and Portal web applications. Axiomatic will require DOIT assistance to grand appropriate permissions to perform required updates. Axiomatic will perform updates in accordance with ESRI recommendations and best practices.

Municipal Tax Rate Setting			
Req. No.	Category	Name	Description
MT-MS001	Data Collection and Processing	Concord/Loudon Process	Axiomatic will work with DRA staff to manage the unique process for calculating the tax rates for the City of Concord and the Town of Loudon. Axiomatic will prepare the PDF calculation form annually and work with MS staff to ensure that information is loaded into the MTRSP correctly.
MT-MS002	Data Collection and Processing	Import of State Education Information	Axiomatic will import state education grant and levy information on an annual basis.
MT-MS003	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-MS004	System Maintenance	Management of user accounts for state users	Axiomatic will manage user accounts for non-DRA state users as needed.
MT-MS005	System Maintenance	Management of user accounts for municipal users	Axiomatic will manage user accounts for municipal users as needed.
MT-MS006	System Maintenance	Import of external data	Axiomatic will import external datasets needs for tax rate setting including State Education Grant and Warrant totals provided by DOE.
MT-MS007	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.
MT-MS008	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.
MT-MS009	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates on a monthly basis. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability

Vendor Initials: _____
Date: _10/6/22_

Req. No.	Category	Name	Description
			and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-MS010	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-MS011	System Maintenance	Performance Tuning	If performance issues are identified through user experience or log monitoring the database and code will be optimized to enhance user experience.
MT-MS012	Training	Budget Drafting	Axiomatic will conduct four (4) training sessions.
MT-MS013	Training	Appropriations as Voted	Axiomatic will conduct 4 (4) training sessions.
MT-MS014	Training	Financial Reporting	Axiomatic will conduct four (4) training sessions.
MT-MS015	Training	Estimated Revenues	Axiomatic will conduct four (4) training.
MT-MS016	Training	Tax Rates	Axiomatic will conduct four (4) training sessions.
MT-MS017	Technical Support	Provide technical support to DRA users	Axiomatic will provide technical support to DRA staff via telephone, email, web, in-person.
MT-MS018	Technical Support	Provide technical support to non-DRA state users	Axiomatic will provide technical support to non-DRA state staff via telephone, email, web, in-person.
MT-MS019	Technical Support	Provide technical support to municipal users	Axiomatic will provide technical support to municipal staff via telephone, email, web, in-person.
MT-MS020	System Hosting & Disaster Recovery	Tier 1 Facility	Host DRAEQ at colocation facility with Tier 1 internet and fully redundant power and internet
MT-MS021	System Hosting & Disaster Recovery	Regular Backups	Backup data nightly to local and offsite servers.
MT-MS022	System Hosting & Disaster Recovery	Semi-Regular Backups	Create quarterly backups of system and data for DRA.
MT-MS023	Enhancement	MS-123	Axiomatic will integrate the MS-123 into the compliment of electronic filings requested from municipalities.

Utility Valuation System			
Req. No.	Category	Name	Description
MT-UV001	System Deployment	Initial Deployment	Axiomatic will work with DRA staff to deploy the UVS application
	System Deployment	Model Configuration	Axiomatic will work with DRA staff to configure valuation models
MT-UV002	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-UV003	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.

Vendor Initials: _____

Date: 10/6/22

MT-UV004	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.
MT-UV005	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates on a monthly basis. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-UV006	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-UV007	System Maintenance	Performance Tuning	If performance issues are identified through user experience or log monitoring the database and code will be optimized to enhance user experience.
MT-UV008	Technical Support	Provide technical support to DRA users	Axiomatic will provide technical support to DRA staff via telephone, email, web, in-person.

HOSTING

Axiomatic will provide hosting services for DRAEQ, and MTRSP. Axiomatic colocation includes closely monitored Tier 1 Internet connectivity on a 100mbit port, redundant connectivity to multiple providers, fully redundant power supply and 24/7 service monitoring. The details of production applications and servers is shown in Table 1.

Installation media and instructions as well as the most currently available database backup shall be available to DRA on a quarterly basis.

System	Server Tier	Type
All	Firewall	Dedicated
DRAEQ	Web	Virtual
DRAEQ	Database	Virtual
DRAEQ	R Statistics	Virtual
MTRSP	Web	Virtual
MTRSP	Database	Virtual

Table 1: Server architecture

BACKUP

All hosted application data is backed up and archived on a nightly basis both to a local and offsite server. The acceptable disaster recovery method will be rebuilding of the application from the most recent archived backup. DRA has determined that during disaster recovery up to 24 hours of data loss and a 48-hour restoration window is acceptable and commensurate with the business needs.

SECURITY TESTING

Axiomatic will engage a 3rd party security services provider to perform security testing including vulnerability assessment and penetration testing Services on Axiomatic Hosted Applications (MTRSP & DRAEQ) in accordance with Exhibit F Section 1.8. Security vulnerabilities identified by the 3rd Party Vendor will be corrected by Axiomatic. Axiomatic will provide DOIT the 3rd Party attestation of the system vulnerabilities and penetration test defects for their review. These vulnerability assessment and penetration testing will be conducted on the following conditions:

- Annually on all Axiomatic Applications

- Any Major Release to any Axiomatic Application

- Any substantial development to any Axiomatic Applications

COMMUNICATIONS AND REPORTING

PROGRESS REPORTING

Vendor Initials: _____
Date: 10/6/22

Axiomatic will provide a monthly progress report detailing all activities pertinent to the contract work. The report will be transmitted electronically to the DRA Administrator.

CHANGE CONTROL

ADDITIONAL SYSTEM ENHANCEMENTS

The process for approval of to be determined system enhancements will be as follows:

- DRA will make a request in writing to Axiomatic for a time and cost estimate for proposed system enhancement.
- Axiomatic will provide in writing a time and cost estimate for the proposed system enhancement.
- Within five days of receipt of the time and cost estimate DRA will provide Axiomatic with a "Go" or "No Go" for the proposed system enhancement.
- Upon receipt of a "Go", Axiomatic will commence preparation of the Business Requirements Document (BRD).
- Axiomatic will provide DRA with a completed BRD.
- Upon approval of BRD by DRA, a 30% work progress payment will be invoiced by Axiomatic.
- Axiomatic will commence coding and testing.

  Following successful completion of required testing (per Appendix F) and deployment, Axiomatic will invoice for the remaining balance (70%).

CHANGE IN SCOPE

If DRA or Axiomatic wishes to alter the scope of the work under this agreement the parties agree to the following:

a. The contract administrator for the party that makes the request to change the scope of work ("Requestor") under this agreement will provide the following information in writing to the receiving party ("Requestee"):
   a. Date of initial request
   b. Description for the proposed change
   c. Reason for proposed change
b. Change requests will be reviewed monthly with the contract administrators from both parties. At this time, change request will be prioritized.
c. The Requestee will make reasonable efforts to investigate the impact of the change request.
d. If DRA is the Requestor, Axiomatic will provide firm fixed costs for the request.
e. If both DRA and Axiomatic agree to the requested changes in writing the score of this agreement will be officially altered DRA agrees to honor any increase in cost as a result of the requested change subject to standard state of NH contracting procedures and approvals.

GENERAL TERMS AND CONDITIONS

DATA COLLECTION REQUIREMENTS

Axiomatic cannot and will not compel entities to provide requested information. In the event that Axiomatic is unable to collect data from a municipality for the Property Tax Equalization, Mosaic GIS System, or Municipal Services Property Tax Rate Setting System a written notification will be sent to DRA with the number of attempts and parties contacted. DRA and Axiomatic will then determine an appropriate course of action. Axiomatic shall not be responsible for municipal entities that refuse to provide their information to DRA and such a refusal shall not constitute Axiomatic's lack of performance under this agreement.

TECHNICAL SUPPORT HOURS

Technical support hours are Monday through Friday from 8:00 AM-4:30 PM excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, One day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve. Axiomatic will not provide customer support during the one-week period between Christmas and New Year's Day. Axiomatic reserves the right to close their offices and suspend technical support in the event of inclement weather, power outages, natural disasters, acts of terror, or acts of god.

ACCESS TO DRA INFORMATION AND PERSONNEL

DRA will provide Axiomatic with access to State information, data and managerial, technical, policy and user personnel as reasonably required to perform work on this contract.

AXIOMATIC NETWORKING AND ON-SITE OFFICE REQUIREMENTS

DRA will provide Axiomatic workspace capable of accommodating two people during regular business hours. Additionally, DRA will provide Axiomatic personnel with two computers and 4 monitors to conduct work while at DRA. DRA will provide all Axiomatic personnel with state login credentials and access to necessary servers via a Virtual Private Network (VPN).

DEFECT REMEDY

Remedy of Defect, or "Bug Fixes" are defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

DRA shall notify axiomatic in writing of any perceived or encountered bugs as soon as possible. DRA and Axiomatic will assign a bug severity level according to the metric below which shall dictate appropriate response and resolution times. Axiomatic will provide daily, or weekly status updates as appropriate until the defect is resolved.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Work Outage			

Vendor Initials: _____

Date: _10/6/22_

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
The application failure causes the DRA or Municipalities to be unable to work or perform some significant portion of their job.	The application failure causes the DRA or Municipalities to be unable to work or perform some significant portion of their job.	The application failure causes DRA or Municipalities to be unable to perform *some small* portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes DRA or Municipalities to be unable to perform a *minor* portion of their job, but they are still able to complete most other tasks.

Number of Users

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
The application failure affects a *large* number of users.	The application failure affects a *large* number of users.	The application failure affects a *small* number of users.	The application failure may only affect one or two users.

Workaround *[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]*

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.

Response Time

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Within one hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).

Resolution Time

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

Table 2: Defect Resolution Matrix

Vendor Initials: _____

Date: __10/6/22__

COST

SYSTEM MAINTENANCE

System	Line Item	Calendar Year 2023	Calendar Year 2024
EQ	Data Collection & Processing	$84,496	$84,496
EQ	System Maintenance	$12,259	$12,259
EQ	Training/Technical Support	$14,134	$14,134
EQ	**Subtotal**	**$110,889**	**$110,889**
Mosaic	Data Collection & Processing	$88,709	$88,709
Mosaic	System Maintenance	$14,616	$14,616
Mosaic	Training/Technical Support	$6,056	$6,056
Mosaic	**Subtotal**	**$109,381**	**$109,381**
MTRSP	Data Processing	$15,474	$15,474
MTRSP	System Maintenance	$32,890	$32,890
MTRSP	Training/Technical Support	$22,550	$22,550
MTRSP	MS-123 Development	$6,650	$350
MTRSP	**Subtotal**	**$77,564**	**$71,264**
UVS	System Maintenance	$8,250.00	$8,250.00
UVS	Training/Technical Support	$6,056.00	$6,056.00
UVS	**Subtotal**	**$14,306.00**	**$14,306.00**
All	**Hosting**	**$ 21,150**	**$ 21,150**
Total		**$ 333,290**	**$ 326,990**

TOTAL COST

Line Item	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Total
System Maintenance	$161,804	$310,308	$188,168	**$660,280**

Vendor Initials: _____

Date: 10/6/22

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 AXIOMATIC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 16, 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: **694505**
Certificate Number: **0005879775**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of October A.D. 2022.

David M. Scanlan
Secretary of State

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

    I, <u>David Salzer</u>   , **hereby certify** that I am a Partner, Member or Manager
       (Name)
of <u>Axiomatic, LLC</u>   a limited liability company under RSA 304-B,
  (Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company

under RSA 304-C.

    I certify that Patrick Santoso is authorized to bind the partnership or LLC. I 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

DATED: <u>10/6/2022</u>   **ATTEST**:   —Manager

                                               (Name & Title)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patricia O'Neil
Edgewood Partners Ins. Center 2405 Satellite Blvd., Ste. 200 Duluth, GA 30096 770 232-0202	PHONE (A/C, No, Ext): 678-475-5738 FAX (A/C, No):
	E-MAIL ADDRESS: patricia.oneil@epicbrokers.com

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Axiomatic, LLC PO Box 618 Rye, NH 03870	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : Hartford Casualty Ins. Co.	29424
	INSURER C : Twin City Fire Insurance Co.	29459
	INSURER D : Indian Harbor Insurance Co	36940
	INSURER E : Trumbull Insurance Company	27120
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR	X	X	20UUNEF2748	06/20/2022	06/20/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	20UENEH0329	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $10000	X	X	20XHUEF3101	06/20/2022	06/20/2023	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	20WEAH8FBG	01/01/2022	01/01/2023	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab	X		MTP903664304	06/20/2022	06/20/2023	$5,000,000	
D	Cyber Liability	X		MTP903664304	06/20/2022	06/20/2023	$5,000,000	

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

CERTIFICATE HOLDER	CANCELLATION
STATE OF NEW HAMPSHIRE Department of Revenue Admin Municipal and Property System Maintenance 109 Pleasant St 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 *M Kerry Sharky*

State of New Hampshire
Department of Revenue Administration

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

Lindsey M. Stepp
Commissioner

Carollynn J. Lear
Assistant Commissioner

October 21, 2020

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

REQUESTED ACTION

Authorize the Department of Revenue Administration ("DRA") to exercise a renewal option and amend a **Sole Source** contract with Axiomatic, LLC, of Portsmouth, NH, to provide continued Municipal and Property Management support and maintenance by increasing the price limitation by $653,280 from $822,168 to $1,475,448 and extending the completion date from December 31, 2020 to December 31, 2022 effective upon Governor and Council approval. The contract was originally approved by Governor and Council on December 05, 2018 (item #47). **100% General Funds**

Funding is available in the following account:

01-84-84-84-841010-5413-038	FY 2021	FY2022	FY2023
Technology/Software	$164,000	$305,000	$184,280

EXPLANATION

This is a **sole source** agreement with Axiomatic for maintenance and enhancements to a system originally built and installed by Axiomatic for the DRA. The Axiomatic system is a custom built solution that requires a specialized set of knowledge specific to the system and its operation. Axiomatic has the most experience developing and maintaining these specialized systems and providing technical support to the applications. Specifically, Axiomatic principals have extensive, direct experience designing, developing and maintaining these specialized systems. Axiomatic built and implemented these systems and has maintained them for the past 24 months under an existing sole source contract (2017-2020). The Municipal and Property Division and over 1,200 municipal users rely on these systems as the primary management and compliance

TDD Access: Relay NH 1-800-735-2964
*Individuals who need auxiliary aids for effective communication in programs and services of the
Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

interface for millions of data points that are collected annually to fairly apportion common tax burdens and calculate local property tax rates as constitutionally required. Axiomatic possesses the unique knowledge base that is critical to efficiently provide DRA service and support for these systems that the state and municipalities rely upon.

We expect Axiomatic to continue providing DRA support in the four modules of the Municipal and Property Management System, which includes a comprehensive equalization system, a municipal finance e-file and data management system, a geospatial property management platform, and a fourth module to manage the utility property appraisal process. These applications rely on continuous integration and standardization of inter-governmental data streams from a variety of sources including municipal assessors, county registrars of deeds, the New Hampshire Department of Education, municipal financial reports, and DRA real estate transfer tax forms. Axiomatic has extensive experience managing and integrating these types of data streams specifically in a geospatial environment for equalization and municipal finance applications. These systems provide operational efficiencies at the state and local level and have increased transparency and public access to information.

The original contract beginning on January 1, 2019, had the option to renew for three additional two-year terms at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, and subject to the approval of the Governor and Council. The DRA is choosing to exercise this renewal option for an additional two-year term, to expire December 31, 2022, with this proposed amendment.

This agreement reflects a $168,888.00 or 20.5% reduction from the prior two-year agreement and includes only necessary run and maintain services as outlined in Part 3 Exhibit N Axiomatic Statement of Work to support the statutory duties of the DRA.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,
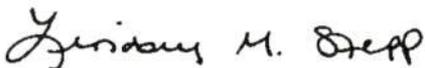
Lindsey M. Stepp
Commissioner of Revenue Administration

Denis Goulet
Commissioner

October 8, 2020

Lindsey M. Stepp, Commissioner
Department of Revenue Administration
State of New Hampshire
109 Pleasant Street, PO Box 457
Concord, NH 03302

Dear Commissioner Stepp:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to exercise a renewal option to an existing contract with Axiomatic, LLC. of, Portsmouth, NH as described below and referenced as DoIT No. 2019-054A.

The purpose of this agreement is for Axiomatic, LLC, to continue to provide the maintenance and support of the Municipal and Property Management System, which is the primary management and compliance interface for data points that are collected to apportion tax burdens and calculate local property taxes.

The funding amount for this amendment is $653,280, increasing the current contract from $822,168 to $1,475,448 and by extending the completion date to December 31, 2022 from the original completion date of December 31, 2020. This amendment shall become effective January 1, 2021, or upon Governor and Executive Council approval, whichever is first, through December 31, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-054A
RID: N/A
cc: Karen Sampson, IT Manager, DoIT

Amendment No. 1 of the Department of Revenue Administration Contract for Municipal and Property Management System Support and Maintenance, Dated June 5, 2019

The New Hampshire Department of Revenue Administration (DRA) and Axiomatic, LLC., a Portsmouth, NH company with a business address of 16 Market Square Suite 3, Portsmouth, NH 03801 (Contractor) entered into an agreement to provide Municipal and Property Management System support and maintenance Services which was originally approved by Governor and Council on December 5, 2018 (item #47). The Contract provides for three annual two year extensions of its term, subject to Governor and Council approval. The parties hereby agree to amend the Contract as follows:

1. Amendment and Modification FORM NUMBER P-37 Item 1.6
   Item 1.6 of the contract is hereby amended such that the account number is changed from 841010-5413-024 to 01-84-84-84-841010-5413-038;

2. Amendment and Modification FORM NUMBER P-37 Item 1.7
   Item 1.7 of the Contract is hereby amended such that the completion date is changed from December 31, 2020 to December 31, 2022;

3. Amendment and Modification FORM NUMBER P-37 Item 1.8
   Item 1.8 of the Contract is hereby amended such that the contract amount is increased by $653,280.00 from $822,168.00 to $1,475,448.00;

4. Amendment and Modification Part 3 Exhibit A Contract Deliverables
   Item 2 change/update to reflect new deliverables
   Change From:

   ### 2.0 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE
   See Deliverables as set forth in Exhibit N- Axiomatic Statement of Work.
   - Property Tax Equalization Deliverables Systems Operations and Maintenance – Deliverable Schedule
   - Mosaic GIS System Deliverables Systems .Operations and Maintenance – Deliverables Schedule
   - Municipal Services Property Tax Rate Setting Deliverables System Operations and Maintenance Deliverables Schedule.
   - Utility Valuation System (UVS) Deliverables Systems Operations and Maintenance – Deliverable Schedule

   2.1 Determination of Deliverables Schedule for UVS
   The Deliverables Schedule for the UVS Specification and UVS Development shall be determined between the State and the Contractor not later than July 1, 2019. Completion of the UVS deliverables shall occur not later than the termination of the original term of the Contract.

   Change To:

10/16/20

2.0 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

See Deliverables as set forth in Exhibit N- Axiomatic Statement of Work.

- Property Tax Equalization Deliverables Systems Operations and Maintenance – Deliverable Schedule
- Mosaic GIS System Deliverables Systems .Operations and Maintenance – Deliverables Schedule
- Municipal Services Property Tax Rate Setting Deliverables System Operations and Maintenance Deliverables Schedule.
- Utility Valuation System Deliverables Systems Operations and Maintenance – Deliverable Schedule

5. Amendment and Modification Part 3 Exhibit B Section 1.2 Deliverable Payment Allocation Table 1.2 Change/Update Table to reflect adding system maintenance costs for 2021 and 2022
   Change From:

Table 1.2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Item	Total	Holdback	BRD	Completion	Monthly
Mosaic Rebuild GR-1	$ 26,500.00	$ 1,325.00	$ 7,552.50	$ 17,622.50	
Mosaic Rebuild GR-2	$ 22,000.00	$ 1,100.00	$ 6,270.00	$ 14,630.00	
EQ Modifications	$ 15,000.00	$ 750.00	$ 4,275.00	$ 9,975.00	
MS Modifications	$ 12,000.00	$ 600.00	$ 3,420.00	$ 7,980.00	
UVS Specifications	$ 18,750.00	$ 937.50	$17,812.50		
UVS Development	$ 57,500.00	$ 2,875.00		$ 54,625.00	
System Maintenance, Hosting, Technical Support & Training (24 Installments)	$ 670,418.00	$ 33,520.88			$ 26,537.38
Total	-$822,168.00	$ 41,108.38	$39,330.00	$104,832.50	$ 636,879.12

10/16/20

Change To:

Table 1.2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Item	Total	Holdback	BRD	Completion	Monthly
Mosaic Rebuild GR-1 (2019-2020)	$ 26,500.00	$ 1,325.00	$ 7,552.50	$ 17,622.50	
Mosaic Rebuild GR-2 (2019-2020)	$ 22,000.00	$ 1,100.00	$ 6,270.00	$ 14,630.00	
EQ Modifications (2019-2020)	$ 15,000.00	$ 750.00	$ 4,275.00	$ 9,975.00	
MS Modifications (2019-2020)	$ 12,000.00	$ 600.00	$ 3,420.00	$ 7,980.00	
UVS Specifications (2019-2020)	$ 18,750.00	$ 937.50	$17,812.50		
UVS Development (2019-2020)	$ 57,500.00	$ 2,875.00		$ 54,625.00	
System Maintenance, Hosting, Technical Support & Training (24 Installments) (2019-2020)	$ 670,418.00	$ 33,520.88			$ 26,537.38
System Maintenance, Hosting, Technical Support & Training (24 Installments) (2021-2022)	$653,280.00	$32,664.00			$25,895.00
Total	$1,475,488.00	$ 73,772.38	$39,330.00	$104,832.50	$ 1,257,513.12

6. Amendment and Modification of narrative Part 3 Exhibit N Axiomatic Statement of Work

    Change From: 2018 Axiomatic Old Exhibit N Axiomatic Statement of Work (Attached)
    Change To: 2021 2022 New Exhibit N Axiomatic Statement of Work (Attached)

7. Effective Date and Continuance
    The Amendment is effective upon Governor and Council approval. All Other Terms and conditions remain the same.

10/16/20

This Amendment No. 1 of the Contract is hereby incorporated by reference into the Contract and expressly made a part thereof, by the parties. All other terms of the Contract are hereby reaffirmed and in effect and unmodified.

IN WITNESS WHEREOF, the parties hereto have set their hands on the 16 day of October, 2020

Department of Revenue Administration

By: _____
Lindsey M. Stepp, Commissioner
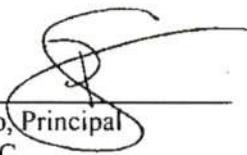
By: _____
Patrick Santoso, Principal
Axiomatic, LLC

Approved by the Attorney General (Form, Substance and Execution)

By: _____   On: 10/27/2020
Michael Haley, Attorney

Approved by the New Hampshire Governor and Executive Council

By: _____   On: _____

NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION

Municipal and Property Division Data Management Systems

Statement of Work

PREPARED FOR:
Lindsey M. Stepp
Commissioner
New Hampshire of Revenue
Administration
109 Pleasant St
Concord, NH 03301

PREPARED BY:
Axiomatic, LLC
Patrick Santoso
500 Market Street, Unit 2B
Portsmouth, NH 03801
Patrick@axiomnh.com

⬡axiomatic

CONTENTS

GENERAL PROVISIONS

OVERVIEW

This document defines the agreed upon software and services that Axiomatic, LLC ("Axiomatic") will provide to the New Hampshire Department of Revenue Administration ("DRA", and collectively with Axiomatic, the "Parties"). These services include the support and maintenance of the DRA Property Tax Equalization System ("DRAEQ"), DRA Mosaic GIS System ("Mosaic") DRA Utility Valuation System ("UVS") and the DRA Municipal Tax Rate Setting Portal ("MTRSP") collectively referred to as the "Municipal and Property Systems".

PARTIES

DRA shall be defined as:

The New Hampshire Department of Revenue Administration
109 Pleasant St.
Concord, NH 03301

Axiomatic shall be defined as:

Axiomatic, LLC
16 Market Sq. Suite 3
Portsmouth, NH 03801

HISTORY AND BACKGROUND

Axiomatic is a New Hampshire Limited Liability Corporation engaged in the business of custom software development, business process re-engineering and Geographical Information Systems ("GIS") consulting.

DRA has developed, as part of its capital improvement plan, Municipal and Property Systems (DRAEQ, Mosaic, UVS and MTRSP). These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education and DRA forms PA-34, CD-57S and CD-57P. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily assigned duties.

The Municipal and Property Systems also will require modifications and/or upgrades to remain consistent with changing statutes. DRA wishes to engage Axiomatic to architect, program, and test these modifications and/or upgrades and to provide technical support to municipal and state staff. Through the course of normal operations DRA and municipal users require technical support for the Municipal and Property Systems.

Arm's length transactions: A transaction in which the buyers and sellers act independently and have no relationship to each other.

CAMA: Computer Assisted Mass Appraisal Software used to establish appraisals for real property.

Default Budget: For municipalities who have adopted the appropriate provisions a budget which become active if the primary budget fails at annual meeting.

DRAEQ: The Department of Revenue Administration Equalization web application being maintained in this contract.

Pre-review process: Optional DRA service to review draft warrant articles prior to posting.

Property Tax Equalization: Equalization ensures that property taxes applied across multiple jurisdictions are assessed equally and in proportion to fair market value across municipalities through statistical analysis of real estate transactions and the sale price as it relates to the assessed value.

ETL Processes: Extract, Transform, Load – database procedure for transferring data between system by which the operator extracts the desired data from the source database, transforms it to meet the standards of the destination, and finally loads it to the destination database.

Equalization Ratio: Also known as "Ratio" is the assessed value divided by the selling price multiplied by 100.

Equalization Sales Ratio Layer: Also known as "Ratio Layer" is a geographical layer depicting properties that have sold and has information related to them from the DRA Property Tax Equalization System ("DRAEQ").

Equalization Year: Period Beginning October 1st and continuing through September 30 of the following year. Also Known as the "EQ Year"

FEMA FIRM Maps: Federal Emergency Management Agency produced Flood Insurance Rate Maps

Form CD-57: Real Estate Transfer Tax Declaration of Consideration – form P is filed by each purchaser; form S is filed by each seller. CD-57s do contain confidential taxpayer information.

Form MS-1/MS1-V: Summary inventory of Valuation for Towns and Villages. Certification of valuations and estimated revenues sworn to under oath per RSA 75:7

Form MS-10-Municipal report of common trust fund investments

Form MS-9- Municipal report of trust and capital reserve funds

Form MS-25-Cover sheet for DOE 25 School report of finances

Form MS-535-Municipal (village) report of finances

Form MS-61-Municipal Tax Collectors report

Form PA-34: The Inventory of Property Transferred Form is filed with DRA and the Municipality in which the property is located within 30 days of the transaction. The PA-34 does not contain confidential taxpayer information.

Grantor: The party who transfers title in real property (seller)

Grantee: A person to whom a conveyance is made (purchaser)

Geographical Information System ("GIS"): A computer system designed to capture, manipulate and manage geographical information.

Land Use Code: A code used to identify the type of use of a particular parcel, i.e. single-family home, multi-family 4+ units, commercial, industrial, etc.

Link Error: Referring to CAMA Records which do not have linking parcel map records or vise-versa. Often link errors are the result of errors or inaccuracies in map and lot numbers as recorded in parcel or CAMA files.

Taxing Jurisdiction: In the case of property tax, municipal corporations in New Hampshire responsible for property tax assessment and collection.

Municipal Sharing Pool: A mechanism for municipalities to share parcel map and CAMA data via a web-based GIS application.

Meals and Room License Point: A geographical location associated with a license issued by DRA for a business to collect meals and rooms tax.

Municipal Sharing Pool: A voluntary program which allows participating municipalities to view, search and report parcel map, CAMA, and Ratio layer data from other participating municipalities.

MPD: Municipal and Property Division at the NH Dept. of Revenue.

MTRSP: Municipal Tax Rate Setting Portal formerly termed "DRAMS" in previous agreements.

Parcel Maps: Also known as "tax maps" they are cadastral representation of ownership boundaries.

PDF Form Data-PDF form data is captured by DRA using "smart" PDF forms that can save form data to a database.

PERM File-A DRA file containing information about RSA's adopted by municipalities

Pre-excluded sale: A sale that has been excluded from equalization due to circumstances about the transaction apparent from the registry of deeds without action from municipal officials. Reasons for pre-exclusion include foreclosure, government entity as grantor/grantee etc.

Registry of Deeds: In New Hampshire registries are located in each county and serve as the official record of real estate transactions.

RETT: Real Estate Transfer Tax – a tax assessed on real estate transactions which is collected by the counties.

RETT Forms: Collectively referring to CD-57 and PA-34 forms.

Rolling Validation: Referring to the municipal practice of validating sales throughout the year instead of waiting until October 1st.

Smoke Testing: Non-exhaustive testing intended to confirm major application functionality is operating to specification.

State Owned Land Layer: A geographical layer depicting state owned land.

Tax Year: For the purposes of this document, and for property tax rate setting, a tax year is the period beginning in Q4 of a year and ending in Q4 of the following year. Tax Year 2015 is considered Q4 2014 through Q4 2015 with tax year 2015 rates being set in fall 2015.

Web Maps: Geographical information provided via a web application.

SYSTEMS OPERATION AND MAINTENANCE

Axiomatic shall perform maintenance and support services to DRA and municipal entities with respect to the following as set forth in the Deliverable Schedule below:

PROPERTY TAX EQUALIZATION

DRAEQ is a custom developed web application that allows state and municipal (town and city) users to review and validate real estate transaction information to conduct the statutorily required property tax equalization process. DRA and New Hampshire municipalities have used this application since 2012. DRAEQ is powered by three (3) primary data sets supplied by their data owners on a periodic basis (1) Municipal Assessing Data ("CAMA"), (2) County Index of Real Estate Transactions, and (3) DRA Real Estate Transfer Tax ("RETT") form data (DRA Forms: PA-34). Each of these data sets is run through custom extract, transform, load ("ETL") process to clean and standardize them prior to being uploaded into DRAEQ.

MOSAIC GIS

The Mosaic Parcel Map ("Mosaic") is a compilation of municipal parcel maps and CAMA data from the 235 taxing jurisdictions in New Hampshire (234 municipalities plus the unincorporated locations), combined into a common geospatial format. Municipal specific geospatial and database ETL processes are used to collect, standardize, and aggregate the municipal parcel map data. Linked CAMA data is shared from Mosaic to DRAEQ allowing sales to be depicted geospatially. Mosaic is served to DRA users via a web-based searching and reporting system. The system allows DRA to search and locate properties based on the attributes that are maintained for each parcel. DRA has also made Mosaic available to other state agencies.

MUNICIPAL TAX RATE SETTING PORTAL

The Municipal and Property Division at DRA sets property tax rates for over 550 political subdivisions in New Hampshire. For the purposes of property tax rates, political subdivisions or entities are defined as counties, municipalities, village districts, and school districts. In June of 2013, DRA began a project to re-architect the process, and develop a web application to be used by the department and municipal entities to conduct the property tax rate setting process. The centerpiece of the redevelopment is a web-based, Municipal Services .net, software platform ("MTRSP") that serves as a digital repository and workspace for the vast quantities of financial information needed to set property tax rates.

UTILITY VALUATION SYSTEM

DRA is required to annually value approximately 160 utility entities in several classes of utility property. Axiomatic in partnership with DRA has developed a Utility Valuation System (UVS) completed in 2020 for 2021 deployment. UVS integrates utility filings (PA-20) with valuation models and allows DRA utility appraisers to value complex utility properties using cost and income approaches.

⬡axiomatic

Axiomatic shall provide the services under this contract in accordance with the following Deliverable Schedule

	Property Tax Equalization		
Req. No.	Category	Name	Description
MT-EQ001	Data Collection and Processing	Collection of Municipal CAMA Data	Axiomatic will annually request and collect CAMA data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected, or DRA provides notice that the process may be considered complete.
MT-EQ002	Data Collection and Processing	Identification and resolution of link errors	Axiomatic will identify and correct to the extent possible data correlation issues between municipal parcel and CAMA data.
MT-EQ003	Data Collection and Processing	Collection of Municipal Sales Data	Axiomatic will annually request and collect direct sales export data from qualifying CAMA systems from all participating municipalities on DRA's behalf beginning in August and continuing until all data is collected, or the municipality completes their equalization data entry. It is policy to accept and process only one (1) data export per municipality, per year when they have completed all their equalization validation within their CAMA software. The municipality also must simultaneously submit a CAMA export containing their finalized values for that assessing year.
MT-EQ004	Data Collection and Processing	Collection of County Deed Index and Stamp Data	Axiomatic will collect electronic deed index information from each of the ten (10) county registries of deeds on DRA's behalf. Transmissions will be monitored to ensure transaction records are complete and have matching tax stamp records. In the event of suspected missing records Axiomatic will notify DRA and the county's vendor of same. Axiomatic and DRA agree that DRA shall be responsible for continued county participation and transmission of grantor/grantee exports.
MT-EQ005	Data Collection and Processing	Collection of PA-34 Data	Axiomatic will collect from PA-34 images and data exports from DRA IT including: (1) E-filed PA-34 data, (2) index data from scanned forms, and (3) scanned image files.
MT-EQ006	Data Collection and Processing	Processing of Municipal CAMA Data	Axiomatic will process municipal CAMA data collected as outlined in requirement MT-EQ001 using municipal specific ETL processes to convert data to the state standard format. In addition to standardization, each CAMA record will be correlated to the parcel map record as discussed in the Mosaic GIS System section.
MT-EQ007	Data Collection and Processing	Updates and Modifications to Municipal CAMA Data ETL Processors	Axiomatic will update municipal data processors as required to ensure a consistent data stream (Each year approximately thirty (30) municipalities alter their data structure and/or report type resulting in a non-standard export. In these cases, Axiomatic will update the municipal specific processes to accommodate the

			change and ensure proper conversion to the state standard data format.).
MT-EQ008	Data Collection and Processing	Processing of Municipal Sales Data	Axiomatic will process municipal sales data collected as outlined in requirement MT-EQ003 using CAMA specific ETL processes to convert data to the state standard format.
MT-EQ009	Data Collection and Processing	Processing of County Deed Index and Stamp Data	Axiomatic will process registry of deed data collected as outlined in requirement MT-EQ004 using county specific ETL processes that standardize and structure the information to be compatible with DRAEQ.
MT-EQ010	Data Collection and Processing	Correct County Deed Index and Stamp Data	Axiomatic will identify, research, and correct deeds that are flagged in the ETL process as outlined in MT-EQ009.
MT-EQ011	Data Collection and Processing	Assign towns to "Unassigned" County deed Index records	DRA will identify, research, and correct deeds that are not assigned to a town. Axiomatic will train and assist DRA with this process.
MT-EQ012	Data Collection and Processing	Deed Pre-Exclusion	Axiomatic will process registry data collected through the pre-exclusion process on a monthly basis. The pre-exclusion processor will also be updated on an annual basis.
MT-EQ013	Data Collection and Processing	RETT Exemption Scrubbing	Axiomatic will process registry data collected as outlined in requirement MT-EQ004through the exemption process. This process identifies a number of sales scenarios including government transactions. The exemption processor will also be maintained and updated on a regular basis
MT-EQ014	Data Collection and Processing	Processing of PA-34 Data	Axiomatic will process data collected as outlined in requirement MT-EQ005 data using the PA-34 ETL. The data and images will be prepared and associated to the appropriate sales record in the equalization application.
MT-EQ015	Data Collection and Processing	Master CAMA Aggregation	Axiomatic will aggregate individual data sets into a single statewide CAMA dataset on as needed basis. Once a year the data set will be identified as the official filing for the year.
MT-EQ016	Data Collection and Processing	Land Use Code Correlation	Axiomatic will correlate local land use codes to the DRA land use code system using an automated process. The process will be updated on an annual basis.
MT-EQ017	Data Collection and Processing	State Owned Land Identification	Axiomatic will identify land marked by the municipality as state or federally owned. The process will be updated on an annual basis.
MT-EQ018	Data Collection and Processing	Ad-Hoc Equalization Exports	Axiomatic will correlate required CAMA sets to support municipal sales validation in equalization.
MT-EQ019	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-EQ020	System Maintenance	Management of user accounts for state users	Axiomatic will manage user accounts for non-DRA state users as needed.
MT-EQ021	System Maintenance	Management of user accounts for municipal users	Axiomatic will manage user accounts for municipal users as needed.
MT-EQ022	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.
MT-EQ023	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat

			Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.
MT-EQ024	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates monthly. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-EQ025	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-EQ026	System Maintenance	Performance Tuning	If performance issues are identified through user experience or log monitoring the database and code will be optimized to enhance user experience.
MT-EQ027	Training	Conduct 20 training sessions annually for municipal users over the web and in person	Axiomatic will conduct the following trainings annually: Two (2) Early Bird Equalization Trainings Two (2) Equalization New User Trainings Two (2) Equalization Refresher Trainings Two (2) MS-1 Filing Trainings Trainings will be conducted using web meeting unless otherwise requested by DRA
MT-EQ028	Technical Support	Provide technical support to DRA users	Provide technical support to DRA staff via telephone, email, web, in-person.
MT-EQ029	Technical Support	Provide technical support to non-DRA state users	Provide technical support to non-DRA state staff via telephone, email, web, in-person.
MT-EQ030	Technical Support	Provide technical support to municipal users	Provide technical support to municipal staff via telephone, email, web, in-person.
MT-EQ031	System Hosting & Disaster Recovery	Tier 1 Facility	Host DRAEQ at colocation facility with Tier 1 internet and fully redundant power and internet
MT-EQ032	System Hosting & Disaster Recovery	Regular Backups	Backup data nightly to local and offsite servers
MT-EQ033	System Hosting & Disaster Recovery	Semi-Regular Backups	Create quarterly backups of system and data for DRA

Mosaic GIS

Req. No.	Category	Name	Description
MT-GIS001	Data Collection and Processing	Municipal Parcel Data Collection	Axiomatic will annually request and collect Parcel Map data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected or DRA provides notice that the process may be considered complete.
MT-GIS002	Data Collection and Processing	Municipal GIS Secondary Data Collection	Axiomatic will annually request and collect secondary GIS data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected or DRA provides notice that the process may be considered complete.
MT-GIS003	Data Collection and Processing	Municipal Parcel Data Processing	Axiomatic will process municipal parcel map data collected per MT-GIS001 through two distinct ETL processes. The first processor parses and standardizes the data through the use of spatial models. Following the spatial processing, parcel map data must be cross-correlated with municipal CAMA data to identify and correct miss-matched or omitted records.
MT-GIS004	Data Collection and Processing	Municipal GIS Secondary Data Processing	Axiomatic will process municipal secondary GIS data collected per MT-GIS002 through two distinct ETL processes. The first processor parses and standardizes the data through the use of spatial models. Following the spatial processing, parcel map data must be cross-correlated with municipal CAMA data to identify and correct miss-matched or omitted records.
MT-GIS005	Data Collection and Processing	Identification and resolution of link errors	Axiomatic will identify and correct to the extent possible data correlation issues between municipal parcel and CAMA data.
MT-GIS006	Data Collection and Processing	Updates and Modifications to Municipal Parcel Geospatial Processors	Axiomatic will make updates to municipal geospatial data processors as necessary to accommodate data type, system and identification number changes.
MT-GIS007	Data Collection and Processing	Updates and Modifications to Municipal CAMA Data ETL Processors	Axiomatic will make updates to municipal ETL data processors as necessary to accommodate data type, system and identification number changes.
MT-GIS008	Data Collection and Processing	Creation of "Ratio" Layer	Axiomatic will create and publish a geospatial layer representing sales processed through equalization. Sales will be broken into three categories, included, excluded and multi-sale.
MT-GIS009	Data Collection and Processing	Creation of "State Owned Land" layer	Axiomatic will create and publish a layer if state owned properties as identified by municipal data keys on an annual basis.

MT-GIS010	Data Collection and Processing	Creation of "Federally Owned Land" layer	Axiomatic will create and publish a layer if federally owned properties as identified by municipal data keys on an annual basis.
MT-GIS011	Data Collection and Processing	M&R Data Scrubbing	Axiomatic will scrub tabular Meals and Rooms license data on a monthly basis.
MT-GIS012	Data Collection and Processing	M&R Data Geocoding	Axiomatic will geocode tabular Meals and Rooms license data on a monthly basis.
MT-GIS013	Data Collection and Processing	"Soft" Parcel Updates for Non-Supported Municipal GIS Layers	Axiomatic will perform "soft updates" on municipalities that have a non-official GIS file and associated parcel change documentation on an annual basis.
MT-GIS014	Data Collection and Processing	Creation of NHBD Maps	Axiomatic will generate neighborhood code themed parcel maps for MPD on an as-needed basis.
MT-GIS015	Data Collection and Processing	Creation of Custom Maps	Axiomatic will generate custom printed (PDF) maps for MPD on an as-needed basis.
MT-GIS016	System Maintenance	Package Spatial Information for ArcEnterprise	Axiomatic will act as the single point for data uploads into the ArcGIS Enterprise Portal for DRA. This will ensure data and version control.
MT-GIS017	System Maintenance	Promote Official Mosaic Data Set for WMS/WFS Publishing	Axiomatic will package and promote the appropriate version of the mosaic and related data sets on an as needed basis.
MT-GIS018	System Maintenance	Manage ArcEnterprise User Accounts for DRA Users	Axiomatic will manage user accounts for DRA users.
MT-GIS019	System Maintenance	Manage and Support ArcEnterprise Configurations for Mosaic Parcel data viewer	Axiomatic will manage and support an ArcEnterprise application to interact with mosaic data.
MT-GIS020	System Maintenance	Manage and Support ArcEnterprise Configurations for Property Appraisal field staff (includes Survey 123)	Axiomatic will manage and support ArcEnterprise Field Applications for DRA MPD appraisal staff.
MT-GIS021	System Maintenance	Manage and Support ArcEnterprise Configurations for Timber Appraisers	Axiomatic will manage and support ArcEnterprise Field Applications for DRA MPD timber appraising staff.
MT-GIS022	System Maintenance	Manage and Support ArcEnterprise Configurations for Gravel Appraisers	Axiomatic will manage and support ArcEnterprise Field Applications for DRA MPD gravel appraising staff.
MT-GIS023	Training	General GIS Training	Axiomatic will conduct four (4) general GIS training sessions on an annual basis.
MT-GIS024	Training	GIS Field Tools Training	Axiomatic will conduct four (4) GIS field tools training sessions on an annual basis.
MT-GIS025	Technical Support	Provide Technical Support to DRA	Axiomatic will provide technical support to DRA staff via telephone, email, web, in-person.

Municipal Tax Rate Setting

Req. No.	Category	Name	Description
MT-MS001	Data Collection and Processing	Concord/Loudon Process	Axiomatic will work with DRA staff to manage the unique process for calculating the tax rates for the City of Concord and the Town of Loudon. Axiomatic will prepare the PDF calculation form annually and work with MS staff to ensure that information is loaded into the MTRSP correctly.
MT-MS002	Data Collection and Processing	Import of State Education Information	Axiomatic will import state education grant and levy information on an annual basis.
MT-MS003	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-MS004	System Maintenance	Management of user accounts for state users	Axiomatic will manage user accounts for non-DRA state users as needed.
MT-MS005	System Maintenance	Management of user accounts for municipal users	Axiomatic will manage user accounts for municipal users as needed.
MT-MS006	System Maintenance	Import of external data	Axiomatic will import external datasets needs for tax rate setting including State Education Grant and Warrant totals provided by DOE.
MT-MS007	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.
MT-MS008	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.
MT-MS009	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates on a monthly basis. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-MS010	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-MS011	System Maintenance	Performance Tuning	If performance issues are identified through user experience or log monitoring the database and code will be optimized to enhance user experience.
MT-MS012	Training	Budget Drafting	Axiomatic will conduct four (4) training sessions.

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MT-MS013	Training	Appropriations as Voted	Axiomatic will conduct 4 (4) training sessions.
MT-MS014	Training	Financial Reporting	Axiomatic will conduct four (4) training sessions.
MT-MS015	Training	Estimated Revenues	Axiomatic will conduct four (4) training.
MT-MS016	Training	Tax Rates	Axiomatic will conduct four (4) training sessions.
MT-MS017	Technical Support	Provide technical support to DRA users	Axiomatic will provide technical support to DRA staff via telephone, email, web, in-person.
MT-MS018	Technical Support	Provide technical support to non-DRA state users	Axiomatic will provide technical support to non-DRA state staff via telephone, email, web, in-person.
MT-MS019	Technical Support	Provide technical support to municipal users	Axiomatic will provide technical support to municipal staff via telephone, email, web, in-person.
MT-MS020	System Hosting & Disaster Recovery	Tier 1 Facility	Host DRAEQ at colocation facility with Tier 1 internet and fully redundant power and internet
MT-MS021	System Hosting & Disaster Recovery	Regular Backups	Backup data nightly to local and offsite servers.
MT-MS022	System Hosting & Disaster Recovery	Semi-Regular Backups	Create quarterly backups of system and data for DRA.

Utility Valuation System			
Req. No.	Category	Name	Description
MT-UV001	System Deployment	Initial Deployment	Axiomatic will work with DRA staff to deploy the UVS application
	System Deployment	Model Configuration	Axiomatic will work with DRA staff to configure valuation models
MT-UV002	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-UV003	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.
MT-UV004	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.

MT-UV005	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates on a monthly basis. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-UV006	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-UV007	System Maintenance	Performance Tuning	If performance issues are identified through user experience or log monitoring the database and code will be optimized to enhance user experience.
MT-UV008	Technical Support	Provide technical support to DRA users	Axiomatic will provide technical support to DRA staff via telephone, email, web, in-person.

HOSTING, BACKUP AND SECURITY TESTING

HOSTING

Axiomatic will provide hosting services for DRAEQ, and MTRSP. Axiomatic colocation includes closely monitored Tier 1 Internet connectivity on a 100mbit port, redundant connectivity to multiple providers, fully redundant power supply and 24/7 service monitoring. The details of production applications and servers is shown in Table 1.

Installation media and instructions as well as the most currently available database backup shall be available to DRA on a quarterly basis. .

System	Server Tier	Type
All	Firewall	Dedicated
DRAEQ	Web	Virtual
DRAEQ	Database	Virtual
DRAEQ	R Statistics	Virtual
MTRSP	Web	Virtual
MTRSP	Database	Virtual

Table 1: Server architecture

BACKUP

Axiomatic will ensure all hosted application data is backed up and archived on a nightly basis both to a local and offsite server. The acceptable disaster recovery method will be rebuilding of the application from the most recent archived backup. DRA has determined that during disaster recovery up to 24 hours of data loss and a 48-hour restoration window is acceptable and commensurate with the business needs.

SECURITY TESTING

Axiomatic will engage a 3rd party security services provider to perform security testing including vulnerability assessment and penetration testing Services on Axiomatic Hosted Applications (MTRSP & DRAEQ) in accordance with Exhibit F Section 1.8. Security vulnerabilities identified by the 3rd Party Vendor will be corrected by Axiomatic. Axiomatic will provide DOIT the 3rd Party attestation of the system vulnerabilities and penetration test defects for their review. These vulnerability assessment and penetration testing will be conducted on the following conditions:

- Annually on all Axiomatic Applications

- Any Major Release to any Axiomatic Application

- Any substantial development to any Axiomatic Applications

COMMUNICATIONS AND REPORTING

PROGRESS REPORTING

Axiomatic will provide a monthly progress report detailing all activities pertinent to the contract work. The report will be transmitted electronically to the State Project Manager.

CHANGE CONTROL

ADDITIONAL SYSTEM ENHANCEMENTS

The process for approval of to be determined system enhancements will be as follows:

- DRA will make a request in writing to Axiomatic for a time and cost estimate for proposed system enhancement.
- Axiomatic will provide in writing a time and cost estimate for the proposed system enhancement.
- Within five days of receipt of the time and cost estimate DRA will provide Axiomatic with a written "Go" or "No Go" for the proposed system enhancement.
- Upon receipt of a "Go", Axiomatic will commence preparation of the Business Requirements Document (BRD).
- Axiomatic will provide DRA with a completed BRD.
- Upon written approval of BRD by DRA, a 30% work progress payment will be invoiced by Axiomatic.
- Axiomatic will commence coding and testing.
  Following successful completion of required testing (per Appendix F) and deployment, Axiomatic will invoice for the remaining balance (70%).

CHANGE IN SCOPE

If DRA or Axiomatic wishes to alter the scope of the work under this agreement the parties agree to the following:

a. The contract administrator for the party that makes the request to change the scope of work ("Requestor") under this agreement will provide the following information in writing to the receiving party ("Requestee"):
   a. Date of initial request
   b. Description for the proposed change
   c. Reason for proposed change
b. Change requests will be reviewed monthly with the contract administrators from both parties. At this time, change request will be prioritized.
c. The Requestee will make reasonable efforts to investigate the impact of the change request.
d. If DRA is the Requestor, Axiomatic will provide firm fixed costs for the request in writing.
e. If both DRA and Axiomatic agree to the requested changes in writing the scope of this agreement will be officially altered and DRA agrees to honor any increase in cost as a result of the requested change subject to standard State of NH contracting procedures and approvals.

GENERAL TERMS AND CONDITIONS

DATA COLLECTION REQUIREMENTS

Axiomatic cannot and will not compel entities to provide requested information. In the event that Axiomatic is unable to collect data from a municipality for the Property Tax Equalization, Mosaic GIS System, or Municipal Services Property Tax Rate Setting System a written notification will be sent to DRA with the number of attempts and parties contacted. DRA and Axiomatic will then determine an appropriate course of action. Axiomatic shall not be responsible for municipal entities that refuse to provide their information to DRA and such a refusal shall not constitute Axiomatic's lack of performance under this agreement.

TECHNICAL SUPPORT HOURS

Technical support hours are Monday through Friday from 8:00 AM-4:30 PM excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, One day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve. Axiomatic will not provide customer support during the one-week period between Christmas and New Year's Day. Axiomatic reserves the right to close their offices and suspend technical support in the event of inclement weather, power outages, natural disasters, acts of terror, or acts of god.

ACCESS TO DRA INFORMATION AND PERSONNEL

DRA will provide Axiomatic with access to State information, data and managerial, technical, policy and user personnel as reasonably required to perform work on this contract subject to the terms of DRA confidentiality provisions in Part 2: Information Technology Provisions Section 11.2.

AXIOMATIC NETWORKING AND ON-SITE OFFICE REQUIREMENTS

DRA will provide Axiomatic work space capable of accommodating two people during regular business hours. Additionally DRA will provide Axiomatic personnel with two computers and 4 monitors to conduct work while at DRA. DRA will provide Axiomatic personnel with state login credentials and access to state servers as appropriate and necessary for Axiomatic to carry out their contractual duties via a Virtual Private Network (VPN).

DEFECT REMEDY

Remedy of Defect, or "Bug Fixes" are defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

DRA shall notify axiomatic in writing of any perceived or encountered bugs as soon as possible. DRA and Axiomatic will assign a bug severity level according to the metric below which shall dictate appropriate response and resolution times. Axiomatic will provide daily, or weekly status updates as appropriate until the defect is resolved.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Work Outage			

	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
	The application failure causes the DRA or Municipalities to be unable to work or perform some significant portion of their job.	The application failure causes the DRA or Municipalities to be unable to work or perform some significant portion of their job.	The application failure causes DRA or Municipalities to be unable to perform *some small* portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes DRA or Municipalities to be unable to perform a *minor* portion of their job, but they are still able to complete most other tasks.
Number of Users				
	The application failure affects a *large* number of users.	The application failure affects a *moderate* number of users.	The application failure affects a *small* number of users.	The application failure may only affect one or two users.
Workaround *[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]*				
	There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time				
	Within one hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time				
	The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

Table 2: Defect Resolution Matrix

MODIFICATION DUE TO PANDEMIC STATE OF EMERGENCY

Axiomatic acknowledges and agrees that this amendment was entered into following the coronavirus disease 2019 (COVID-19) outbreak. Axiomatic agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by Axiomatic as set forth in this Exhibit N "Statement of Work", any such disruption, delay, or other impact was foreseeable at the time this amendment was entered into by the Parties and does not excuse

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Axiomatic's performance under this Agreement. Axiomatic agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and Axiomatic may not seek damages against the State for any such impacts.

If Axiomatic experiences or anticipates any such COVID-19-related impacts to this amendment, Axiomatic shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this amendment, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to Axiomatic. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this amendment so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this amendment. By exercising any of the rights described within this subsection, the State does not waive any of its right under this amendment.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this amendment with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this amendment with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this amendment, Axiomatic shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1) The services required to be performed under the terms of this amendment as written;
2) The services actually performed;
3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

COST

SYSTEM MAINTENANCE

System	Line Item	Calendar Year 2021	Calendar Year 2022
EQ	Data Collection & Processing	$87,260	$87,260
EQ	System Maintenance	$12,259	$12,259
EQ	Training/Technical Support	$14,134	$14,134
EQ	Subtotal	$110,889	$110,889
Mosaic	Data Collection & Processing	$88,709	$88,709
Mosaic	System Maintenance	$14,616	$14,616
Mosaic	Training/Technical Support	$6,056	$6,056
Mosaic	Subtotal	$109,381	$109,381
MTRSP	Data Processing	$15,474	$15,474
MTRSP	System Maintenance	$32,890	$32,890
MTRSP	Training/Technical Support	$22,550	$22,550
MTRSP	Subtotal	$70,914	$70,914
UVS	System Maintenance	$8,250.00	$8,250.00
UVS	Training/Technical Support	$6,056.00	$6,056.00
UVS	Subtotal	$14,306.00	$14,306.00
All	Hosting	$ 21,150	$ 21,150
Total		$ 326,640	$ 326,640

TOTAL COST

Line Item	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Total
System Maintenance	$155,154	$310,308	$187,818	$653,280

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 AXIOMATIC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 16, 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: 694505

Certificate Number: 0004981281

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of August A.D. 2020.

William M. Gardner
Secretary of State

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, David Salzer , hereby certify that I am a Partner, Member or Manager
  (Name)
of Axiomatic, LLC a limited liability partnership under RSA 304-B,
  (Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company

under RSA 304-C.

I certify that Patrick Santoso is authorized to bind the partnership or LLC. I 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

DATED: 10/27/2020 ATTEST: David Salzer, Member/Manager
  (Name & Title)

AXIOLLC-01   AAVILES

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2020

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: Laurie McIntire, ACSR	
People's United Insurance Agency, Inc. 1555 Lafayette Road Portsmouth, NH 03801	PHONE (A/C, No, Ext): (603) 427-7529 413	FAX (A/C, No): (844) 254-7671
	E-MAIL ADDRESS: Laurie.McIntire@peoples.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, LTD	11000
INSURED	INSURER B : Twin City Fire Insurance	29459
Axiomatic, LLC 16 Market St, Suite #3 Portsmouth, NH 03801	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A		COMMERCIAL GENERAL LIABILITY			04SBANW1633	8/10/2020	8/10/2021	EACH OCCURRENCE	$ 2,000,000
		☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
								MED EXP (Any one person)	$ 10,000
								PERSONAL & ADV INJURY	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
		OTHER:							$
A		AUTOMOBILE LIABILITY			04SBANW1633	8/10/2020	8/10/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
		☐ ANY AUTO						BODILY INJURY (Per person)	$
		☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
									$
A	X	UMBRELLA LIAB ☐ OCCUR			04SBANW1633	8/10/2020	8/10/2021	EACH OCCURRENCE	$ 4,000,000
		☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
		DED X RETENTION $ 10,000						Annual Aggreg	$ 4,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ___ Y/N		N/A	04WECCT5042	7/1/2020	7/1/2021	☐ PER STATUTE ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐					E.L. EACH ACCIDENT	$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
NH Department of Revenue 109 Pleasant St. 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 *People's United Insurance Agency, Inc.*

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State of New Hampshire
Department of Revenue Administration

Lindsey M. Stepp
Commissioner

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

Carollynn J. Lear
Assistant Commissioner

November 15, 2018

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

REQUESTED ACTION

Authorize the Department Revenue Administration (DRA) to enter into a **sole source** contract with Axiomatic, LLC, of Portsmouth, NH, for Municipal and Property Management System support and maintenance, in an amount not to exceed $822,168, with three options to renew for two additional years each, effective January 1, 2019 and upon Governor and Council approval, through December 31, 2020.

Funding is available in account titled Property Appraisal, as follows. **100% General Funds**.

	FY 2019	FY2020	FY2021
01-84-84-84-841010-5413-024 Maintenance Other Than Building	$210,000	$420,000	$192,168

EXPLANATION

This is a **sole source** agreement with Axiomatic for maintenance and enhancements to a system originally built and installed by Axiomatic for the DRA. The Axiomatic system is a custom built solution that requires a specialized set of knowledge specific to the system and its operation. Axiomatic has the most experience developing and maintaining these specialized systems and providing technical support to the applications.

The three systems included in the Axiomatic application include a comprehensive equalization system, a municipal e-file and data management system, and a GIS property management platform. This contract also includes the development of a fourth module to manage the utility valuation process which will be linked to the equalization system. These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, the New Hampshire Department of Education, municipal financial reports, and DRA real estate transfer forms. Axiomatic has extensive experience managing and integrating these types of data streams specifically in a GIS environment for equalization and municipal finance applications. These systems provide operational efficiencies at the state and local level and have increased transparency and access to public records. Primary clients of this custom application are all of the municipalities in the state. The application prepares

information for the fair apportionment of shared property tax burdens (e.g., State Education Tax and County Property Tax) through the Property Tax Equalization module, and establishes property tax rates through the Municipal Tax Rate module. DRA wishes to engage Axiomatic to host these applications and maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily-assigned duties.

We respectfully request your consideration regarding this matter.

Respectfully Submitted,
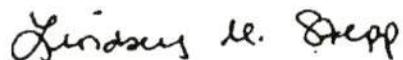
Lindsey M. Stepp
Commissioner of Revenue Administration

Denis Goulet
Commissioner

October 25, 2018

Lindsey M. Stepp, Commissioner
Department of Revenue Administration
State of New Hampshire
109 Pleasant Street
Concord, NH 03302

Dear Commissioner Stepp:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Revenue Administration's request to enter into a **sole source** contract with Axiomatic, 500 Market Street, Unit 2B, Portsmouth, NH 03801 as described below and referenced as DoIT No. 2019-054

This request is to enter into a **sole source** contract with Axiomatic, Inc., for maintenance and enhancement to a system originally built and installed by Axiomatic. Axiomatic will continue to host and maintain a comprehensive equalization system, a municipal e-file and data management system, and a GIS property management platform. In addition, this contract includes the development of a fourth module to manage the utility valuations process which will be linked to the equalization system. These systems consist of highly complex custom software applications and require a specialized set of knowledge for ongoing support and enhancements.

The amount of the contract is not to exceed $822,168.00, and shall become effective upon January 1, 2019 through December 31, 2020.

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

Sincerely,

Kenneth Dunn FOR

Denis Goulet

DG/ik/ck
DoIT #2019-054

cc: Karen Sampson, IT Manager, DoIT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Revenue Administration	1.2 State Agency Address 109 Pleasant St. PO Box 457, Concord NH 03302
1.3 Contractor Name Axiomatic, LLC	1.4 Contractor Address 16 Market Square Suite 3 Portsmouth, NH 03801

1.5 Contractor Phone Number (603) 413-4978	1.6 Account Number 841010-5413-024	1.7 Completion Date 12/31/2020	1.8 Price Limitation $822,168

1.9 Contracting Officer for State Agency Lindsey M. Stepp, Commisioner	1.10 State Agency Telephone Number (603) 230-5006
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Patrick Santoso, Principal

1.13 Acknowledgement: State of NH , County of Merrimack

On October 25, 18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

DEBRA A. BOURBEAU, Notary Public
State of New Hampshire
My Commission Expires February 16, 2022
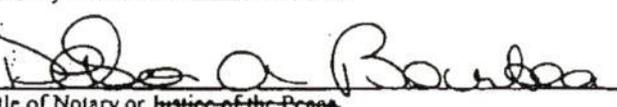
1.13.2 Name and Title of Notary or Justice of the Peace
Debra A. Barbeau
Director Tax Payer Services, Dept of Revenue

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory
Lindsey M. Stepp Date: 10/25/18	Lindsey M. Stepp, Commissioner
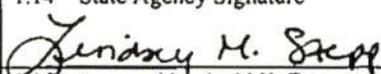
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: RWR On: 11/13/18

1.18 Approval by the Governor and Executive Council (if applicable)

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date ___10/25___

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials _____

Date ___10/25___

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials ___ *8*
Date ___ *10/25*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
Municipal and Property Maintenance
CONTRACT 2019-054
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: NH Department of Revenue Administration	
Contract Number/Name: 2019-054	
Contract Purpose: Maintenance and support of Municipal and Property systems.	
Name of Vendor: Axiomatic	**Who Negotiated the Contract:**
Amount of Contract: $822,168	**Funding Source:**
Term of Contract: 1/1/2019-12/31/2020	**Is this an amendment?** No.
Competitive Bid Process: (Explain if "No")	
Background Information:	
Special Concerns:	
Amendment History (If applicable):	
Submitted By:	**Current Date:**
Phone:	**Email:**

RFP/CONTRACT BEST PRACTICES CHECKLIST

DoIT IT Leaders: This checklist includes a list of key concerns and frequent comments made by DoIT Technical Reviewers. Before posting RFPs and contract for technical review on the "S" Drive, complete this checklist and post it along with your documents for DoIT Technical Review. If questions are not applicable, please respond N/A!

Y/N	Comments or Page Reference	Project Management
N/A		Does the RFP's provide enough information to the vendor so will be able to identify staffing effort to quote the project as accurately as possible?
N/A		Have you specified both State and vendor roles during the project?
N/A	Existing application	Have you engaged all divisions in an early DoIT project discussion/notification to identify potential roles/responsibilities?
N/A		Have you considered using an Open Source solution and open data formats?
Y		Have you included a payment holdback?
Y		Have you identified and addressed the intellectual property requirements including but not limited to?
N		Will the vendor own the SW code and license it to the State?
	State of New Hampshire	Which party will own the title to custom modifications of the code?
N		Are there any requirements imparted by funding authorities such as the federal government?
Y		Will the state own the data collected by the application?
N		Will the vendor have any rights to the data?
Y		Does this contract have contingency funds for future deliverables under the contract?
Y		If the contract has contingency fund, does your agency know that any project change orders will require DoIT Technical Review?
Y/N	Comment	System Development and Licensing
y		Have you specified the licensing requirements for all software to be acquired?
y	DRA/Axiomatic owns ESRI	Who owns the software licenses?
y		Do all vendor and third party licenses co-terminate so there is no interruption in services?
Y/N	Comment	Implementation
Y	Pre-existing housed externally	Have you specified the server and network topology?
n/a		Where will devices reside?

n/a		What versions of Operating System (OS), Internet Explorer (IE) or other software is required?
n/a		Does existing hardware support the system?
N		Will new hardware be required, including desktop systems?
N/A	·	Is there an implementation plan for the server environment?
Y		Does the contract specific roles/responsibilities for management of the DEV, TEST, and PRODUCTION environments?
Y	Original Contract	Have you included the minimum specifications for the devices that will need to run the application?
n		Does this application require client software to be installed on the desktop or does it have any other impact to desktop devices? If so, is it clearly described in the requirements?
NA		Is there an implementation or rollout plan for desktops?
NA		Have the required database administrator services been specified for the implementation phase of the project?
Y		Does the contract clearly indicate that testing of all applications provided by the vendor must take place during UAT?
Y		Has Performance Testing and Tuning been clearly noted as a vendor responsibility in the contract.
Y		Is there a deliverable to share ALL testing results with the State Project Team?
Y/N	**Comment**	**DoIT Hosted Solution**
N/A	·	Have you had the "vendor recommended" configuration reviewed by the appropriate DoIT technical team?
N/A		Is it mandatory that promotion through the environments follow DoIT standards?
N/A	··	Has the vendor provided justification for server settings that are not in compliance with State Standards?
N/A	·	Has the vendor provided full networking requirements about ports and services required to use the application?
N/A		Does the vendor require remote access via VPN to any of the environments?
Y/N	**Comment**	**Vendor Hosted Solutions**
y		Have you included provisions for State data to be transferred at the end of the contract? Have you specified the format?
Y		Have you specified data center requirements?
N		Have you made any changes to the requirements for hosted solutions? If yes, please provide details?
y	·	Have you identified how SoNH staff access the hosted environment?
Y		Have you specified up time metrics for hosted applications? These should be (at a minimum) 99.9% (43 minutes outage a month outside the maintenance window)?
Y		If data is breached, is it clear that the vendor is liable for all costs associated with the breach?
y		Have you defined a strategy for determining hardware

Y/N	Comment	Interfaces
		infrastructure for disaster recovery?
n		Is there a financial component (accounts receivable, billing, and inventory) that could be performed by the NH FIRST Lawson system?
		If yes, has the agency business office and DAS Bureau of Accounts been part of the requirements?
n		Are there interfaces or data exchanged with other entities, internal and external applications, to/from State of NH application? Have you included provisions for interface development and data security?
		Have you included an adequate description of any hardware or software that the new solution will be interfacing with?

Y/N	Comment	Back Up, Disaster Recovery, and COOP
Y		Have you specified backup requirements?
		If data backup or archiving is required, what is the time period to cover?
N		Are there any special tape requirements?
Y		If this is a database application, have you determined how those files, which are usually open, will be backed up?
		If this is a database, have you spoken to the DBA's about transaction logging?
Y		Have you specified disaster recovery/fail-over requirements?
		Has volume analysis been performed for the information that will be generated?
		Has usage analysis been performed for the information that will be generated?
Y		Does the agency have business processes in place in the event the application is unavailable?

Y/N	Comment	Security
n/a		If the data includes any personal, financial, medical or other sensitive data, please identify security standards by referencing where it listed.
Y		Do your requirements include a provision for independent penetration testing of the system?
Y		Have you specified user access requirements – authorization and authentication?
Y		Have you included a requirement and deliverable for independent security verification and validation?
Y		If internal (SoNH employees) and external users will be logging into the system what mechanism will be used for authentication of both?
Y		Have you specified the use of complex passwords and other security related "best practices" as described in DoIT Standard NHS - 08.27.2009 - v.6.?

Y/N	Comment	
		Do other security considerations need to be taken into account: IE: PCI, HIPAA, FISMA, and etc?
Y/N	**Comment**	**Support and Maintenance**
Y	Normal next day business	What type of maintenance is required? Will normal next day during business hours suffice or is 7x24x365 coverage required?
Y		Have you specified the desired maintenance windows for the server environment?
Y		If the software requires updates, can this be done using an automated mechanism?
N/A		If there are desktop clients, can updates be managed by the enterprise distribution team?
	Standard Business hours	What are the hours you expect the system to be in use?
both		Is the system internal only or are their external users?
Y		If there are external users, is there a business process in place to provide support and training?
N		Will the DoIT Help Desk intake support calls for the system?
Y		Have you included a requirement for "knowledge transfer" training, not just training for end-users?

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
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 Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	The documentation consisting of both the P-37 Agreement, Contract Agreement - 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 Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of

	the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the Axiomatic for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Axiomatic	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
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
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of

	the Service. Class C Deficiency – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and

	video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by Axiomatic as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 AM-4:30 PM excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, One day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve. Axiomatic will not provide customer support during the one-week period between Christmas Day and New Year's Day. Axiomatic reserves the right to close their offices and suspend technical support in the event of inclement weather, power outages, natural disasters, acts of terror, or acts of god.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required

	such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	The COTS Software provided under this Contract and any Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications

	and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Revenue Administration 109 Pleasant Street Concord, NH 03302 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Sub (Axiomatic)	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Axiomatic is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the

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	code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which Axiomatic is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, One day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve. Axiomatic will not provide customer support during the one-week period between Christmas Day and New Year's Day. Axiomatic reserves the right to close their offices and suspend technical support in the event of inclement weather, power outages, natural disasters, acts of terror, or acts of god.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
Municipal and Property Maintenance
CONTRACT 2019-054
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Revenue Administration ("State" or "DRA"), and Axiomatic, a New Hampshire Limited Liablity Company, ("Axiomatic"), having its principal place of business at 16 Market Square, Suite 3 Portsmouth, NH 03801.

The State has developed three systems for the Municipal and Property Division, including a comprehensive equalization system, a municipal e-file and data management system, and a GIS property management platform. These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education, municipal financial reports and DRA real estate transfer forms. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily-assigned duties.

RECITALS

WHEREAS, the State desires to have Axiomatic provide system maintenance, data processing, training, technical support, and associated Services for the State;

WHEREAS, Axiomatic wishes to provide system maintenance, data processing, training, technical support, and associated Services for the State.

NOW, THEREFORE, the parties hereby agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2019-054) 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- Contract Deliverables
    Exhibit B- Price and Payment Schedule
    Exhibit C- Special Provisions
    Exhibit D- Administrative Services
    Exhibit E- Implementation Services
    Exhibit F- Testing Services
    Exhibit G- Maintenance and Support Services
    Exhibit H- Requirements
    Exhibit I- Work Plan
    Exhibit J- Software License and Related Terms
    Exhibit K- Warranty and Warranty Services

2019-054 IT Provisions – Part 2

Axiomatic Initials: _____

Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- The Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

a. State of New Hampshire, Department of Revenue Administration Contract Agreement 2019-054, including Parts 1, 2, and 3.

b. Part 2, State of New Hampshire, Department of Revenue Administration Contract 2019-054, Exhibit N, Axiomatic's Statement of Work

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through December 31, 2020 (Initial Term). The Initial term may be extended up to three (3) times in two (2) year increments at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

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

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

Time is of the essence in the performance of Axiomatic's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in Part 1, P37, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *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. Axiomatic shall not be responsible for any delay, act, or omission of such other

vendors, except that Axiomatic 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 Axiomatic.

4. CONTRACT MANAGEMENT

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

4.1 THE VENDOR'S CONTRACT MANAGER

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

David Salzer
16 Market Square, Suite 3
Portsmouth, NH 03801
(603) 413-4978 X101
David@axiomnh.com

4.2   THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

Axiomatic shall assign a Project Manager who meets the requirements of the Contract. Axiomatic's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Axiomatic Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Axiomatic'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   Axiomatic 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 Axiomatic's representative for all administrative and management matters. Axiomatic's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. Axiomatic'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. Axiomatic's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3   Axiomatic shall not change its assignment of Axiomatic Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Axiomatic's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Axiomatic Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section

4.6: *Reference and Background Checks*, below. Axiomatic shall assign a replacement Axiomatic Project Manager within ten (10) business days of the departure of the prior Axiomatic Project Manager, and Axiomatic shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Axiomatic 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 Axiomatic in default and pursue its remedies at law and in equity, if Axiomatic fails to assign a Axiomatic Project Manager meeting the requirements and terms of the Contract.

4.2.5   Axiomatic Project Manager is:
Patrick Santoso
16 Market Square, Suite 3
Portsmouth, NH 03801
Tel: (603) 413-4978 X102
Email: Patrick@axiomnh.com

4.3 THE VENDOR'S KEY PROJECT STAFF

4.3.1   Axiomatic shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Exhibit N: *Axiomatic Scope of Work*. The State may conduct reference and background checks on Axiomatic Key Project Staff. The State reserves the right to require removal or reassignment of Axiomatic's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2   Axiomatic shall not change any Axiomatic Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Axiomatic Key Project Staff will not be unreasonably withheld. The replacement Axiomatic Key Project Staff shall have comparable or greater skills than Axiomatic Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in Exhibit N: *Axiomatic Scope of Work* and be subject to reference and background checks described in Contract Agreement- General 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 Axiomatic in default and to pursue its remedies at law and in equity, if Axiomatic fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Axiomatic's replacement Project staff.

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:

Lindsey M. Stepp
Commissioner
NH Department of Revenue Administration
109 Pleasant Street, PO Box 457
Concord, NH 03302-0457
Tel (603) 230-5006
Lindsey.Stepp@dra.nh.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Roger Marchand
NH Department of Revenue Administration
109 Pleasant Street, PO Box 487
Concord, NH 03302-0457
Tel (603) 230-5074
roger.marchand@dra.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

5. DELIVERABLES

5.1 VENDOR RESPONSIBLITIES

Axiomatic 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.

Axiomatic may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. Axiomatic must submit all information and documentation relating to the Subcontractor including terms and conditions

consistent with this Contract. The State will consider Axiomatic 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

Axiomatic shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contracted Vendor 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 Axiomatic that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Axiomatic in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Axiomatic's written Certification. If the State rejects the Deliverable, the State shall notify Axiomatic of the nature and class of the Deficiency and Axiomatic shall correct the Deficiency within the period identified in the Work Plan. If no period for Axiomatic's correction of the Deliverable is identified, Axiomatic 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 Axiomatic of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Axiomatic fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Axiomatic to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Axiomatic in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

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

5.5 SCHEDULING UVS DELIVERABLES

Axiomatic and the State shall determine the scheduling for the UVS Specification and the UVS Development not later than July 1, 2019. The completion of the UVS deliverables shall still occur within the original term of the contract.

6. SOFTWARE

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

7. SERVICES

Axiomatic 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

Axiomatic shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 IMPLEMENTATION SERVICES

Axiomatic shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

Axiomatic shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

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

8. WORK PLAN DELIVERABLE

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

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

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

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

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

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

9. CHANGE ORDERS

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

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

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

No change order shall be required to implement the schedule for the UVS Specifications and UVS Development provided that such schedule is determined prior to July 1, 2019.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demandor upon termination of this Agreement for any reason.

10.3 VENDOR'S MATERIALS

In accordance with the provision of this Contract, Axiomatic shall not distribute any products containing or disclose any State Confidential Information. Axiomatic 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 Axiomatic employees or third party consultants engaged by Axiomatic.

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, 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

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

10.6 SURVIVAL

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

Axiomatic acknowledges that its performance under this Contract includes access to Confidential Information, including, but not limited to, any information obtained from the State's records, files, or returns, that is subject to state or federal laws/rules restricting the access, use, and disclosure of Confidential Information, including, but not limited to, RSA 21-J: 14 and Internal Revenue Code Sections 7213 and 7213A. Axiomatic also acknowledges that its access to Confidential Information is subject to State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," which is incorporated herein by reference. Axiomatic shall ensure that prior to commencing work on the Project, every employee and/or subcontractor with access to Confidential Information has read, understands, and has signed and agreed to State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," and shall provide copies of the signed document upon request of the State.

Axiomatic agrees to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the State. Axiomatic shall not use Confidential Information except for the purpose of performing its obligations under the Contract, and shall not disclose Confidential Information in any manner to any person without prior written approval of the State. Axiomatic shall immediately notify the State upon request for any Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules.

Axiomatic shall implement, maintain, and use safeguards to protect Confidential Information from any unauthorized use or disclosure in at least the same manner and to the same degree Axiomatic protects its own confidential information. Axiomatic shall carefully restrict access to Confidential Information to Axiomatic Project Team, and shall advise those persons that they are prohibited from using Confidential Information except for the purpose of performing Axiomatic's obligations under the Contract, and from disclosing Confidential Information. It is unlawful for any officer or employee of Axiomatic to willfully disclose Confidential Information to any person. Any violation of RSA 21-J:14 or Internal Revenue Code Sections 7213 or 7213A is punishable upon conviction by a fine or imprisonment or both.

In the event of any unauthorized use or disclosure of Confidential Information, Axiomatic shall immediately notify the State both orally and in writing. The State shall investigate whether an offense has been committed in accordance with State Policy No. 16-007, "Contractor Disclosure of Taxpayer and Department Information," which is incorporated herein by reference. Any such offense is an Event of Default. Axiomatic's failure to immediately notify the State both orally and in writing of any unauthorized use or disclosure of Confidential Information is also an Event of Default, regardless of whether the State determines that an offense has been committed. Upon the occurrence of an Event of Default, the State may immediately treat the Contract as breached and pursue

any remedies at law or in equity or both.

If any provision of this Section conflicts with any provision of the Agreement, the provision of this Section shall govern.

11.3 VENDOR CONFIDENTIAL INFORMATION

Insofar as Axiomatic seeks to maintain the confidentiality of its confidential or proprietary information, Axiomatic must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Axiomatic considers the Software and Documentation to be Confidential Information. Axiomatic acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Axiomatic as confidential, the State shall notify Axiomatic and specify the date the State will be releasing the requested information. At the request of the State, Axiomatic shall cooperate and assist the State with the collection and review of Axiomatic's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Axiomatic's sole responsibility and at Axiomatic's sole expense. If Axiomatic 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 Axiomatic, without any liability to Axiomatic.

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 STATE

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

12.2 AXIOMATIC

Subject to applicable laws and regulations, in no event shall Axiomatic be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Axiomatic's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Axiomatic's indemnification obligations set forth in the Contract Agreement-General Provisions

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

Axiomatic expressly disclaims responsibility for the accuracy and completeness of any and all data, including public records collected on the State's behalf. The State understands and agrees that the State shall be solely responsible for the accuracy, verification and/or certification of any and all data and calculations, and that Contractor makes no respresentations or warranties regarding the accuracy or completeness of any results achieved through the Applications other than those set forth in Contract Agreement – Part 2, Exhibit K, *Warranty and Warranty Services.*

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

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

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of Axiomatic 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;
    c. Failure to perform any other covenant, term or condition of the Contract;
    d. Discovery of any false representations in Axiomatic's proposal; and/or
    e. Breach of warranty

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

        b. Give Axiomatic 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 Axiomatic during the period from

the date of such notice until such time as the State determines that Axiomatic has cured the Event of Default shall never be paid to Axiomatic.

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

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

e. Procure Services that are the subject of the Contract from another source and Axiomatic 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 Axiomatic. In the event of a termination for convenience, the State shall pay Axiomatic the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted

payments that would have become due and payable if Axiomatic 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 Axiomatic, the State shall be entitled to pursue the same remedies against Axiomatic as it could pursue in the event of a default of the Contract by Axiomatic.

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 Axiomatic 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, Axiomatic shall:

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

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

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

d. Return all State property, including but not limited to computers, card keys, access codes, and badges;

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

f. Provide written Certification to the State that Axiomatic has surrendered to the State all said property.

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

14. CHANGE OF OWNERSHIP

In the event that Axiomatic should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Axiomatic, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Axiomatic, its successors or

assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Axiomatic, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 Axiomatic 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 Axiomatic shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubAxiomatics, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State in the form of a legally enforceable novation, 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 a novation and a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer. shall neither relieve Axiomatic of any of its obligations under the Contract nor affect any remedies available to the State against Axiomatic that may arise from any event of default of the provisions of the contract. The State shall consider Axiomatic to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	AXIOIMATIC	STATE	CUMULATIVE ALLOTTED TIME
Primary	Patrick Santoso Principal	Roger Marchand, State Project Manager (PM)	5 Business Days
First	David Salzer Principal	Carollynn J. Lear, Assistant Commissioner	10 Business Days
Second	David Salzer	Lindsey M. Stepp	15 Business Days

Principal	Commissioner	

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

17. REQUIRED WORK PLACE POLICIES AND PROCEDURES

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

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"), Axiomatic 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 Axiomatic access or attempt to access any information without having the express authority to do so.

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

e. That if Axiomatic 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." Axiomatic 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

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

17.5 POLICIES AND PROCEDURES

Axiomatic, its employees and agents, shall conduct themselves during performance of their work on the project at DRA in accordance with the Policies and Procedures established by the Department of Revenue Administration and the Department of Information Technology, including all generally applicable workplace policies and procedures the State may determine from time to time should be applicable to Axiomatic employees, agents, and subcontractors.

Contractor and its employees will be provided with a copy of all relevant policies and will be asked to acknowledge receipt and review of the policies before commencing work on the project.

18. GENERAL PROVISIONS

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, 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 the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

18.5 FORCE MAJEURE

Neither Axiomatic 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, other than acts of the State of New Hampshire, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

In the event of a delay in performance by Axiomatic which it attributes to force majeure, it shall provide the State with any information it may reasonably require to substantiate the claim and shall provide the State with updates on the status of such force majeure in such detail and upon such frequency as it may reasonably require.

In the event that an event of force majeure shall persist and delay performance of the contract for more than ninety (90) days, the State may terminate the Contract for convenience as provided herein above.

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.

TO AXIOMATIC:
DAVID SALZER
16 MARKET SQ, SUITE 3
PORTSMOUTH, NH 03801
TEL: (603) 413-4978 X101

TO STATE:
STATE OF NEW HAMPSHIRE
Department of Revenue Administration
109 Pleasant Street, PO Box 347
Concord, NH 03302-0457
TEL: (603) 230-5006
ATTN: Lindsey M. Stepp, Commissioner

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Department of Revenue Administration
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CONTRACT 2019-054
CONTRACT AGREEMENT: PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview

The general scope of the project is to provide system maintenance, data processing, training, technical support, and associated Services for the State.

The State has developed three systems for the Municipal and Property Division, including a comprehensive equalization system, a municipal e-file system, and a GIS parcel map system. These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education and DRA forms PA-34, CD-57S and CD-57P. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily-assigned duties.

General Project Assumptions

1. Axiomatic 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 Axiomatic Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

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

3. Axiomatic 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. Axiomatic shall provide the State with resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

4. The Deliverables are set forth in the Schedule described below in Section 2: *Deliverables, Milestones, and Activities Schedule*, and as more fully described in Contract Agreement – Part 3, Exhibit N: *Axiomatic Statement of Work*. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

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CONTRACT DELIVERABLES

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

See Deliverables as set forth in Exhibit N – Axiomatic Statement of Work.

- Property Tax Equalization Deliverables Systems Operations and Maintenance – Deliverable Schedule
- Mosaic GIS System Deliverables Systems Operations and Maintenance – Deliverables Schedule
- Municipal Services Property Tax Rate Setting Deliverables System Operations and Maintenance Deliverables Schedule.

2.1 Determination of Deliverables Schedule for UVS

The Deliverables Schedule for the UVS Specification and UVS Development shall be determined between the State and the Contractor not later than July 1, 2019. Completion of the UVS deliverables shall occur not later than the termination of the original term of the Contract.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of $822,168 for the period between the Effective Date through December 31, 2020. Axiomatic shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Axiomatic to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

1.2 Deliverable Payment Allocation

System enhancements will be billed in groups as they are commenced with a payment schedule of 30% invoiced upon approval of Business Requirements Document (BRD), and the remaining 70% invoiced upon completion of System Security and UAT testing.

System maintenance, technical support and training shall be invoiced in 24 equal monthly payments on the first of the month for the ensuing month of service.

Table 1.2 : Proposed Vendor Staff, Resource Hours and Rates Worksheet

Item	Total	Holdback	BRD	Completion	Monthly
Mosaic Rebuild GR-1	$ 26,500.00	$ 1,325.00	$ 7,552.50	$ 17,622.50	
Mosaic Rebuild GR-2	$ 22,000.00	$ 1,100.00	$ 6,270.00	$ 14,630.00	
EQ Modifications	$ 15,000.00	$ 750.00	$ 4,275.00	$ 9,975.00	
MS Modifications	$ 12,000.00	$ 600.00	$ 3,420.00	$ 7,980.00	
UVS Specification	$ 18,750.00	$ 937.50	$ 17,812.50		
UVS Development	$ 57,500.00	$ 2,875.00		$ 54,625.00	
System Maintenance, Hosting, Technical Support & Training (24 Installments)	$ 670,418.00	$ 33,520.88			$ 26,537.38
Total	$ 822,168.00	$ 41,108.38	$ 39,330.00	$ 104,832.50	$ 636,897.12

1.3 Proposed Vendor Staff, Resource Hours and Rates Worksheet

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

Table 1.3 : Proposed Vendor Staff, Resource Hours and Rates Worksheet

Category	Rate (per hour)
Project Manager	$180

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Programmer	$150
Project Engineer	$120
Project Staff	$90

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 $822,168 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Axiomatic for all fees and expenses, of whatever nature, incurred by Axiomatic in the performance hereof.

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

3. INVOICING

Axiomatic 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. Axiomatic 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. Invoices shall be sent on the first of the month for the ensuing month of service.

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

Invoices shall be sent to:
Lindsey M. Stepp
Commissioner
NH Department of Revenue Administration
109 Pleasant Street, PO Box 457
Concord, NH 03302-0457

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Axiomatic
16 Market Square, Suite 3
Portsmouth, NH, 03801

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PRICE AND PAYMENT SCHEDULE

5. OVERPAYMENTS TO AXIOMATIC

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold five percent (5%) of the Contract Price, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS

Not applicable.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. **TRAVEL EXPENSES**

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

2. **SHIPPING AND DELIVERY FEE EXEMPTION**

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

3. **ACCESS/COOPERATION.**

   As applicable, and subject to the applicable laws and regulations, the State will provide the Axiomatic 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 Axiomatic to perform its obligations under the Contract.

4. **STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

   Axiomatic 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, Axiomatic 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.

5. **RECORDS RETENTION AND ACCESS REQUIREMENTS**

   Axiomatic 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*.

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

   Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the

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ADMINISTRATIVE SERVICES

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. Axiomatic shall include the record retention and review requirements of this section in any of its subcontracts.

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

6. ACCOUNTING REQUIREMENTS

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

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EXHIBIT E
IMPLEMENTATION SERVICES

1. STATE MEETINGS AND REPORTS

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

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

a. **Kickoff Meeting:** Participants will include the State and Axiomatic Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

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

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

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

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

The State expects Axiomatic 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 Axiomatic's responsibility.

The Axiomatic Project Manager or Axiomatic 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 Axiomatic'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. Axiomatic shall produce Project status reports, which shall contain, at a minimum, the following:

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

As reasonably requested by the State, Axiomatic shall provide the State with information or reports regarding the Project. Axiomatic shall prepare special reports and presentations relating to Project

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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

Axiomatic shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan. Axiomatic and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Axiomatic team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

Axiomatic shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

Axiomatic 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.

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

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.

2.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

2.2.2 Implementation

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

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

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

2.2.3 Change Management and Training

Axiomatic'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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EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

Axiomatic shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project for all system enhancements as set forth in Exhibit N, *Axiomatic Statement of Work*. Axiomatic will also provide training as necessary to the State staff responsible for test activities. Axiomatic shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

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

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

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

1.1 Test Planning and Preparation

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

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

The State will commence its testing within five (5) business days of receiving Certification from Axiomatic 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 Axiomatic's development environment. Axiomatic must assist the State with

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testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

1.2 Unit Testing

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

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

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

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

1.3 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

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Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution.
Axiomatic Team Responsibilities	For conversions and interfaces, the Axiomatic team will execute the applicable validation tests and compare execution results with the documented expected results.
Axiomatic Team Responsibilities	Extract and cleanse, if necessary, the data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted data performs correctly in the entire suite of the Application.

1.4 Installation Testing

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

1.5 User Acceptance Testing (UAT)

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

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

The State shall be presented with all testing results, as well as written Certification that Axiomatic has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Axiomatic that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.
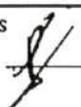
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Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Axiomatic 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 Axiomatic 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.

1.6 Performance Tuning and Stress Testing

Axiomatic shall develop and document hardware and Software configuration and tuning of the infrastructure.

1.6.1 Scope

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

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

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

1.6.2 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

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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.

1.6.3 Tuning

Tuning will be Axiomatic 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.

1.6.4 Implementing Performance and Stress Test

Performance and stress test tools must be provided by Axiomatic for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If Axiomatic is familiar with open source low/no cost tools for this purpose those tools should be used.

1.6.5 Scheduling Performance and Stress Testing

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

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

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

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

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

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tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.7 Regression Testing

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

a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

b.) Axiomatic shall notify the State no later than five (5) business days from Axiomatic's receipt of written notice of the test failure when Axiomatic expects the corrections to be completed and ready for retesting by the State. Axiomatic will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Axiomatic based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. validate that the change/update has been properly incorporated into the program; and
2. validate that there has been no unintended change to the other portions of the program.

d.) Axiomatic will be expected to:

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1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

e.) Axiomatic will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

1.8 Security Review and Testing

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

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

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

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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.

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 certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed by a qualified third-party vendor at least annually, and after every major upgrade.

Penetration Testing	1. Implement a methodology for penetration testing that includes the following:
	  a. Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115);
	  b. Includes coverage for the entire CDE perimeter and critical systems;
	  c. Includes testing from both inside and outside the network;
	  d. Includes testing to validate any segmentation and scope-reduction controls;
	  e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in PCI DSS Compliance: *Requirement 6.5*;
	  f. Defines network-layer penetration tests to include components that support network functions as well as Operating Systems;
	  g. Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months; and
	  h. Specifies retention of penetration testing results and remediation activities results.
	2. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).
	3. Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade

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	or modification (such as an operating system upgrade a sub-network added to the environment, or a web server added to the environment).
	4. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections
	5. If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are Operational and effective, and isolate all out-of-scope systems from in-scope systems.

1.9   Successful UAT Completion

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

1.10   System Acceptance

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

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

Axiomatic shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 Axiomatic's Responsibility

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

1.1.1 Maintenance Releases

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

2. SYSTEM SUPPORT

2.1 Axiomatic's Responsibility

Axiomatic 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.

Axiomatic technical support shall be responded to as set forth in Section 4.7 of Exhibit N (Axiomatic Statement of Work).

3. SUPPORT OBLIGATIONS AND TERM

3.1   Axiomatic 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   Axiomatic shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.

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

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

3.5   If Axiomatic fails to correct a Deficiency within the allotted period of time stated above, Axiomatic 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 Contract Agreement – Part 1, Section 14: *Termination*.

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EXHIBIT H
REQUIREMENTS

BUSINESS REQUIEMENTS - Centrally Assessed Valuation System

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	State Requirements		**Vendor**		
Administration					
B1.1	Ability to track utility companies (aproximately 160)	M	Yes	Standard	
B1.2	Ability to accommodate utility type: Rail	M	Yes	Standard	
B1.3	Ability to accommodate utility type: Rail Car	M	Yes	Standard	
B1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
B1.5	Ability to accommodate utility type Transmission (Water, Gas, Long Wire Electric, Petroleum)	M	Yes	Standard	
B1.6	Ability to accommodate utility type: Generation (Bio, Coal, Nuclear, Hydroelectric	M	Yes	Standard	
B1.7	Ability to accommodate utility type: Renewable Generation (Wind and Solar)	M	Yes	Standard	
B1.8	Ability to add/edit/remove utility ownership	M	Yes	Standard	
B1.9	Ability to add/edit/remove utility legal description	M	Yes	Standard	
B1.10	Ability to add/edit/remove utility land lines	M	Yes	Standard	
B1.11	Ability to add/edit/remove utility use codes	M	Yes	Standard	
B1.12	Ability to track utility assetts including (Generation, Transmission, Renewable Generation, & Railroad)	M	Yes	Standard	
B1.13	Ability to add/edit/remove asset net book value	M	Yes	Standard	
B1.14	Ability to add/edit/remove asset purchase price	M	Yes	Standard	
B1.15	Ability to add/edit/remove asset physical locations	M	Yes	Standard	
B1.16	Ability to add/edit/remove asset financials (for rate regulations)	M	Yes	Standard	
B1.17	Ability to add/edit/remove asset specific characteristics (e.g. for wind generation, generation capacity, efficiency, average wind speed)	M	Yes	Standard	
B1.12	Ability to add/remove documents and correspondance for utility and assets.	M	Yes	Standard	
Valuation					
B2.1	Ability to value utility properties using the cost approach (RS Means)	M	Yes	Standard	
B2.2	Ability to value utility properties using the income approach	M	Yes	Standard	
B2.3	Ability to value utility properties using market approach	M	Yes	Standard	
B2.4	Ability to choose valuation method for use with each class of property	M	Yes	Standard	

B2.5	Ability to perform weighted reconciliation to determine final value of each class of property (e.g. 50% of value from cost approach, 50% from income aproach)	M	Yes	Standard	
B2.6	Ability to perform ratio studies calculating: Upper and Lower Trim point, Min ratio, Max Ratio, weighted mean (and confidence interval), median (and confidence interval), mean (and confidence interval) cod (and confidence interval), weighted COD, Med abs. dev., med percent deviation, coificient of concentration for 10, 15, 20, 50, and 100%, PRD (and confidence interval), COV, 25th and 75th percentile, broaden median, geometric mean, harmonic mean, std. deviation, and test for normality	M	Yes	Standard	
B2.7	Ability to trim values from the ratio study using IAAO approved trimming procedures	M	Yes	Standard	
B2.8	Ability to perform sale to assessment ratio studies for each class of property	M	Yes	Standard	
B2.9	Ability to perform appraisal to assessment ratio studies for each class of properties	M	Yes	Standard	
B2.10	Ability to calibrate CAMA model via table adjustements based on ratio studies.	M	Yes	Standard	
Reports					
B3.1	12 custom reports to be determined by DRA	M	Yes	Standard	

Attachment 1: Project Requirements

APPLICATION REQUIREMENTS					
State Requirements			**Vendor**		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or orhter trade secret regulation.	M	Yes	Standard	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	
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	
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.3	Enforce unique user names.	M	Yes	Standard	
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide *User Account and Password Policy*	M	Yes	Standard	
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A2.7	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	
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	
A2.12	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	

2. APPLICATION -SOFTWARE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.13	All logs must be kept for (3 months)	M	Yes	Standard	
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	
A2.16	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A2.19	Utilize change management documentation and procedures	M	Yes	Standard	

2. APPLICATION -SOFTWARE

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	Axiomatic utilizes a third-party security testing firm (EmRisk)
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	
T1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL Injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T.1.12	For web applications, ensure the 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	
T1.13	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 (please specify proposed methodology in the comments field).	M	Yes	Standard	Vunerability scanning & penetration testing
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Exhibit F.	M	Yes	Standard	
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Exhibit F Section 1.6	M	Yes	Standard	

T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	

3. TESTING

HOSTING-CLOUD REQUIREMENTS

	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
OPERATIONS						
H1.1	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		
H1.2	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		
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard		
H1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard		
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard		
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard		
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard		
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard		
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard		
H1.10	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		
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	
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 however, these failed components will have to be replaced.	M	Yes	Standard	
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
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	
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	
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	
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	
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
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	
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	

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	
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request	M	Yes	Standard	
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	
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardend in accordance with guidelines set forth by CIS, NIST or NSA	M	Yes	Standard	
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	
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	
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	

SUPPORT & MAINTENANCE REQUIREMENTS

| Req # | State Requirements | | Vendor | | |
	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
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	
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	
S1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	
S1.6	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	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by; 7) Identifying number i.e. work order number, 8) issue identified by.	P	Yes	Standard	

5. SUPPORT & MAINTENANCE

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	
S1.11	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	
S1.12	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
S1.13	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	
S1.14	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	

S. SUPPORT & MAINTENANCE

Attachment 1: Project Requirements

PROJECT MANAGEMENT					
State Requirements			**Vendor**		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
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	
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	Yes	Standard	

6. PROJECT MANAGEMENT

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Axiomatic's Project Manager and the State Project manager shall finalize the Work Plan within 5 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 Axiomatic's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Axiomatic and State Project Managers.

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

In conjunction with Axiomatic's Project Management methodology, which shall be used to manage the Project's life cycle, the Axiomatic 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 Axiomatic team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Axiomatic's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

1. ASSUMPTIONS

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

B. Logistics
- The Axiomatic Team shall perform this Project at State facilities at no cost to Axiomatic.
- The Axiomatic Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The Axiomatic Team shall honor all holidays observed by Axiomatic or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Axiomatic Team, including PCs, Virtual Private Network (VPN) access, and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided.

C. Project Management
- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

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- 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. Axiomatic'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 Axiomatic 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.
- Axiomatic assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Conversions
- The Axiomatic Team shall:
    1. Provide the State with Axiomatic application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Axiomatic Team shall identify the APIs the State should use in the design and development of the conversion.
    2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
    3. Lead the review of functional and technical Specifications.
    4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

E. Project Schedule
- Estimated deployment dates for specific system enhancements are listed in the table below:

Enhancement	Delivery Date
EQ-Modifications	Ongoing
MS-Modification	Ongoing
Centrally Assessed System	11/1/2020
Mosaic GR-1	12/31/2019
Mosaic GR-2	12/31/2020

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

G. User Training

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

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H. Performance and Security Testing

- The Axiomatic Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Axiomatic on performance testing as set forth in Contract Agreement – Part 3, Exhibit F: *Testing Services.*
- Axiomatic will engage a third-party security services provider to perform security testing on all applications, or following any major release or following substantial development. Subsequent to testing Axiomatic shall correct any identified defects which affect the safety or security of DRA data and provide attestation from the third-party security services provided to DOIT.

2. ROLES AND RESPONSIBILITIES

A. Axiomatic Team Roles and Responsibilities

1) Axiomatic Team Project Executive

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

The Axiomatic 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 Axiomatic Implementation Team. The Axiomatic Team Project Manager will have the following responsibilities:

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

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

3) **Axiomatic Team Analysis**

The Axiomatic Team shall conduct analysis of requirements, validate the Axiomatic Team's understanding of the State business requirements by application, and perform business requirements mapping:
- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) **Axiomatic Team Tasks**

The Axiomatic team shall assume the following tasks:
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. **State Roles and Responsibilities**

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

1) **State Project Manager**

The State Project Manager shall work side-by-side with the Axiomatic Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State

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resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

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

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

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

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

3) **State Testing Administrator**

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

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

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3. SOFTWARE APPLICATION

Below is a list of Software used in the maintenance of MTRSP, DRAEQ and Mosaic

Software	License Maintained by	Details
ESRI ArcMap	Axiomatic	Used to process Parcel Map and other geospatial layers
Autodesk AutoCAD	Axiomatic	Used to process parcel maps maintained in autocad
MapGuide Maestro	Open Source	Used to edit Mapguide map definitions for Mosaic
MapGuide Open Source	Open Source	Map Server to host Mosaic within mPower Integrator
mPower Integrator	DRA	Web GIS Searching and Reporting Application
Adobe ColdFusion	DRA	Required for mPower Integrator
MS Office Suite	DRA/Axiomatic	Used for general document preparation
MS SQL Server	Axiomatic/DRA	Various system databases. All required licenses exist for current configuration
Microsoft SQL Express	Axiomatic	Used on various development machines before transitioning to full MS SQL.
MySQL	Open Source	System database for mPower Integrator
FME Tools	Axiomatic	Mosaic Data Processors.
Esri ArcEnterprise	DRA	Enterprise GIS platform to be utilized by DRA from 2019 forward. DRA currently owns a license of ArcEnterprise

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4. CONVERSIONS

The conversions within the scope of this Contract are set forth in Exhibit N, *Axiomatic Statement of Work*.

A. Conversion Testing Responsibilities

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

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5. APPLICATION MODIFICATION

To more fully address the State's requirements, the Axiomatic Team shall implement the enhancements as set forth in Exhibit N, Axiomatic Statement of Work.

- Property Tax Equalization Modifications – System Enhancements – Additional Enhancements – EQ
- Mosaic GIS System – System Enhancements – Data Processor Refactor
- Municipal Services Property Tax Rate Setting System Enhancements – Additional Enhancements – MTRSP.
- Centrally Assessed System – New Development – Centrally Assessed System.

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EXHIBIT J
SOFTWARE LICENSE

Not applicable.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTY

1.1 Services

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

1.2 Software

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

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

1.3 Non-Infringement

Axiomatic 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

Axiomatic 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

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

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WARRANTY AND WARRANTY SERVICES

1.6 **Services**

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

1.7 **Personnel**

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

1.8 **Breach of Data**

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

2. WARRANTY SERVICES

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

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
c. Axiomatic shall have available to the State on-call telephone assistance, with issue tracking available to the State, during business hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding State of New Hampshire holidays, with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
e. For all Warranty Service calls, Axiomatic shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
f. Axiomatic must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and

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WARRANTY AND WARRANTY SERVICES

g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Axiomatic no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event Axiomatic fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare Axiomatic in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Axiomatic's product and receive a full refund for all amounts paid to Axiomatic, including but not limited to, any applicable license fees within (90) days of notification to Axiomatic of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement – Part 1, Section 14: *Termination*, the State's option to declare Axiomatic in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

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

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Municipal and Property System Maintenance
CONTRACT 2019-054
EXHIBIT L
TRAINING SERVICES

To more fully address the State's requirements, the Axiomatic Team shall implement the training as set forth in Exhibit N, Axiomatic Statement of Work.

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Municipal and Property System Maintenance
CONTRACT 2019-054
EXHIBIT M
CERTIFICATES

Attached are:

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

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
Municipal and Property System Maintenance
CONTRACT 2019-054
EXHIBIT N
STATEMENT OF WORK

See Attachment 1 – Axiomatic Statement of Work.

NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION

Municipal and Property Division Data Management Systems

Statement of Work

PREPARED FOR:
Lindsey M. Stepp
Commissioner
New Hampshire of Revenue
Administration
109 Pleasant St
Concord, NH 03301

PREPARED BY:
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Portsmouth, NH 03801
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AUGUST 8, 2018

⬡axiomatic

CONTENTS

GENERAL PROVISIONS

OVERVIEW

This document defines the agreed upon software and services that Axiomatic, LLC ("Axiomatic") will provide to the New Hampshire Department of Revenue Administration ("DRA", and collectively with Axiomatic, the "Parties"). These services include the support and maintenance of the DRA Property Tax Equalization System ("DRAEQ"), DRA Mosaic GIS System ("Mosaic") and the DRA Municipal Tax Rate Setting Portal ("MTRSP") collectively referred to as the "Municipal and Property Systems".

PARTIES

DRA shall be defined as:

The New Hampshire Department of Revenue Administration
109 Pleasant St.
Concord, NH 03301

Axiomatic shall be defined as:

Axiomatic, LLC
16 Market Sq. Suite 3
Portsmouth, NH 03801

HISTORY AND BACKGROUND

Axiomatic is a New Hampshire Limited Liability Corporation engaged in the business of custom software development, business process re-engineering and Geographical Information Systems ("GIS") consulting.

DRA has developed, as part of its capital improvement plan, Municipal and Property Systems (DRAEQ, Mosaic, and MTRSP). These applications require continuous data streams from a variety of sources including municipal assessors, county registrars of deeds, New Hampshire Department of Education and DRA forms PA-34, CD-57S and CD-57P. DRA wishes to engage Axiomatic to maintain these data streams in a manner consistent with the design of the systems and on a schedule commensurate with the needs of municipal and state users to meet their statutorily assigned duties.

The Municipal and Property Systems also will require modifications and/or upgrades to remain consistent with changing statutes and needs of the municipal and/or DRA users. DRA wishes to engage Axiomatic to architect, program, and test these modifications and/or upgrades and to provide technical support to municipal and state staff. Through the course of normal operations DRA and municipal users require technical support for the Municipal and Property Systems.

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Arm's length transactions: A transaction in which the buyers and sellers act independently and have no relationship to each other.

CAMA: Computer Assisted Mass Appraisal Software used to establish appraisals for real property.

Default Budget: For municipalities who have adopted the appropriate provisions a budget which become active if the primary budget fails at annual meeting.

DRAEQ: The Department of Revenue Administration Equalization web application being maintained in this contract.

Pre-review process: Optional DRA service to review draft warrant articles prior to posting.

Property Tax Equalization: Equalization ensures that property taxes applied across multiple jurisdictions are assessed equally and in proportion to fair market value across municipalities through statistical analysis of real estate transactions and the sale price as it relates to the assessed value.

ETL Processes: Extract, Transform, Load – database procedure for transferring data between system by which the operator extracts the desired data from the source database, transforms it to meet the standards of the destination, and finally loads it to the destination database.

Equalization Ratio: Also known as "Ratio" is the assessed value divided by the selling price multiplied by 100.

Equalization Sales Ratio Layer: Also known as "Ratio Layer" is a geographical layer depicting properties that have sold and has information related to them from the DRA Property Tax Equalization System ("DRAEQ").

Equalization Year: Period Beginning October 1st and continuing through September 30 of the following year. Also Known as the "EQ Year"

FEMA FIRM Maps: Federal Emergency Management Agency produced Flood Insurance Rate Maps

Form CD-57: Real Estate Transfer Tax Declaration of Consideration – form P is filed by each purchaser, form S is filed by each seller. CD-57s do contain confidential taxpayer information.

Form MS-1/MS1-V: Summary inventory of Valuation for Towns and Villages. Certification of valuations and estimated revenues sworn to under oath per RSA 75:7

Form MS-10-Municipal report of common trust fund investments

Form MS-9- Municipal report of trust and capital reserve funds

Form MS-25-School report of finances

Form MS-535-Municipal (village) report of finances

Form MS-61-Municipal Tax Collectors report

Form PA-34: The Inventory of Property Transferred Form is filed with DRA and the Municipality in which the property is located within 30 days of the transaction. The PA-34 does not contain confidential taxpayer information.

Grantor: The party who transfers title in real property (seller)

Grantee: A person to whom a conveyance is made (purchaser)

Geographical Information System ("GIS"): A computer system designed to capture, manipulate and manage geographical information.

Land Use Code: A code used to identify the type of use of a particular parcel, i.e. single family home, multi-family 4+ units, commercial, industrial, etc..

Link Error: Referring to CAMA Records which do not have linking parcel map records or vise-versa. Often link errors are the result of errors or inaccuracies in map and lot numbers as recorded in parcel or CAMA files.

Taxing Jurisdiction: In the case of property tax, municipal corporations in New Hampshire responsible for property tax assessment and collection.

Municipal Sharing Pool: A mechanism for municipalities to share parcel map and CAMA data via a web based GIS application.

Meals and Room License Point: A geographical location associated with a license issued by DRA for a business to collect meals and rooms tax.

Municipal Sharing Pool: A voluntary program which allows participating municipalities to view, search and report parcel map, CAMA, and Ratio layer data from other participating municipalities.

MPD: Municipal and Property Division at the NH Dept. of Revenue.

MTRSP: Municipal Tax Rate Setting Portal formerly termed "DRAMS" in previous agreements.

Parcel Maps: Also known as "tax maps" they are cadastral representation of ownership boundaries.

PDF Form Data-PDF form data is captured by DRA using "smart" PDF forms that can save form data to a database.

PERM File-A DRA file containing information about RSA's adopted by municipalities

Pre-excluded sale: A sale that has been excluded from equalization due to circumstances about the transaction apparent from the registry of deeds without action from municipal officials. Reasons for pre-exclusion include foreclosure, government entity as grantor/grantee etc.

Registry of Deeds: In New Hampshire registries are located in each county and serve as the official record of real estate transactions.

RETT: Real Estate Transfer Tax – a tax assessed on real estate transactions which is collected by the counties.

RETT Forms: Collectively referring to CD-57 and PA-34 forms.

Rolling Validation: Referring to the municipal practice of validating sales throughout the year instead of waiting until October 1st.

State Owned Land Layer: A geographical layer depicting state owned land.

Tax Year: For the purposes of this document, and for property tax rate setting, a tax year is the period beginning in Q4 of a year and ending in Q4 of the following year. Tax Year 2015 is considered Q4 2014 through Q4 2015 with tax year 2015 rates being set in fall 2015.

Web Maps: Geographical information provided via a web application.

PROPERTY TAX EQUALIZATION

DRAEQ is a custom developed web application that allows state and municipal (town and city) users to review and validate real estate transaction information to conduct the statutorily required property tax equalization process. DRA and New Hampshire municipalities have used this application since 2012. DRAEQ is powered by three (3) primary data sets supplied by their data owners on a periodic basis (1) Municipal Assessing Data ("CAMA"), (2) County Index of Real Estate Transactions, and (3) DRA Real Estate Transfer Tax ("RETT") form data (DRA Forms: PA-34). Each of these data sets is run through custom extract, transform, load ("ETL") process to clean and standardize them prior to being uploaded into DRAEQ.

MOSAIC GIS

The Mosaic Parcel Map ("Mosaic") is a compilation of municipal parcel maps and CAMA data from the 235 taxing jurisdictions in New Hampshire (234 municipalities plus the unincorporated locations), combined into a common geospatial format. Municipal specific geospatial and database ETL processes are used to collect, standardize, and aggregate the municipal parcel map data. Linked CAMA data is shared from Mosaic's "sister system", DRAEQ allowing sales to be depicted geospatially. Mosaic is served to DRA users via a web-based searching and reporting system. The system allows DRA to search and locate properties based on the attributes that are maintained for each parcel. DRA has also made Mosaic available to other state agencies.

MUNICIPAL TAX RATE SETTING PORTAL

The Municipal and Property Division at DRA sets property tax rates for over 550 political subdivisions in New Hampshire. For the purposes of property tax rates, political subdivisions or entities are defined as counties, municipalities, village districts, and school districts. In June of 2013, DRA began a project to re-architect the process, and develop a web application to be used by the department and municipal entities to conduct the property tax rate setting process. The centerpiece of the redevelopment is a web-based, Municipal Services .net, software platform ("MTRSP") that serves as a digital repository and workspace for the vast quantities of financial information needed to set property tax rates.

Property Tax Equalization

Req. No.	Category	Name	Description
MT-EQ001	Data Collection and Processing	Collection of Municipal CAMA Data	Axiomatic will annually request and collect CAMA data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected, or DRA provides notice that the process may be considered complete.
MT-EQ002	Data Collection and Processing	Identification and resolution of link errors	Axiomatic will identify and correct to the extent possible data correlation issues between municipal parcel and CAMA data.
MT-EQ003	Data Collection and Processing	Collection of Municipal Sales Data	Axiomatic will annually request and collect direct sales export data from qualifying CAMA systems from all participating municipalities on DRA's behalf beginning in August and continuing until all data is collected, or the municipality completes their equalization data entry. It is policy to accept and process only one (1) data export per municipality, per year when they have completed all their equalization validation within their CAMA software. The municipality also must simultaneously submit a CAMA export containing their finalized values for that assessing year.
MT-EQ004	Data Collection and Processing	Collection of County Deed Index and Stamp Data	Axiomatic will collect electronic deed index information from each of the ten (10) county registries of deeds on DRA's behalf. Transmissions will be monitored to ensure transaction records are complete and have matching tax stamp records. In the event of suspected missing records Axiomatic will notify DRA and the county's vendor of same. Axiomatic and DRA agree that DRA shall be responsible for continued county participation and transmission of grantor/grantee exports.
MT-EQ005	Data Collection and Processing	Collection of PA-34 Data	Axiomatic will collect from PA-34 images and data exports from DRA IT including: (1) E-filed PA-34 data, (2) index data from scanned forms, and (3) scanned image files.
MT-EQ006	Data Collection and Processing	Processing of Municipal CAMA Data	Axiomatic will process municipal CAMA data collected as outlined in requirement MT-EQ001 using municipal specific ETL processes to convert data to the state standard format. In addition to standardization, each CAMA record will be correlated to the parcel map record as discussed in the Mosaic GIS System section.
MT-EQ007	Data Collection and Processing	Updates and Modifications to Municipal CAMA Data ETL Processors	Axiomatic will update municipal data processors as required to ensure a consistent data stream (Each year approximately thirty (30) municipalities alter their data structure and/or report type resulting in a non-standard export. In these cases, Axiomatic will update the municipal specific processes to accommodate the change and ensure proper conversion to the state standard data format.).
MT-EQ008	Data Collection	Processing of Municipal	Axiomatic will process municipal sales data collected as

		Sales Data	outlined in requirement MT-EQ003 using CAMA specific ETL processes to convert data to the state standard format.
MT-EQ009	Data Collection and Processing	Processing of County Deed Index and Stamp Data	Axiomatic will process registry of deed data collected as outlined in requirement MT-EQ004 using county specific ETL processes that standardize and structure the information to be compatible with DRAEQ.
MT-EQ010	Data Collection and Processing	Correct County Deed Index and Stamp Data	Axiomatic will identify, research, and deeds that are flagged in the ETL process as outlined in MT-EQ009.
MT-EQ011	Data Collection and Processing	Assign towns to "Unassigned" County deed Index records	Axiomatic will identify, research, and correct deeds that are not assigned to a town.
MT-EQ012	Data Collection and Processing	Deed Pre-Exclusion	Axiomatic will process registry data collected through the pre-exclusion process on a monthly basis. The pre-exclusion processor will also be updated on an annual basis.
MT-EQ013	Data Collection and Processing	RETT Exemption Scrubbing	Axiomatic will process registry data collected as outlined in requirement MT-EQ004through the exemption process. This process identifies a number of sales scenarios including government transactions. The exemption processor will also be maintained and updated on a regular basis
MT-EQ014	Data Collection and Processing	Processing of PA-34 Data	Axiomatic will process data collected as outlined in requirement MT-EQ005 data using the PA-34 ETL. The data and images will be prepared and associated to the appropriate sales record in the equalization application.
MT-EQ015	Data Collection and Processing	Master CAMA Aggregation	Axiomatic will aggregate individual data sets into a single statewide CAMA dataset on as needed basis. Once a year the data set will be identified as the official filing for the year.
MT-EQ016	Data Collection and Processing	Land Use Code Correlation	Axiomatic will correlate local land use codes to the DRA land use code system using an automated process. The process will be updated on an annual basis.
MT-EQ017	Data Collection and Processing	State Owned Land Identification	Axiomatic will identify land marked by the municipality as state or federally owned. The process will be updated on an annual basis.
MT-EQ018	Data Collection and Processing	Ad-Hoc Equalization Exports	Axiomatic will correlate required CAMA sets to support municipal sales validation in equalization.
MT-EQ019	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-EQ020	System Maintenance	Management of user accounts for state users	Axiomatic will manage user accounts for non-DRA state users as needed.
MT-EQ021	System Maintenance	Management of user accounts for municipal users	Axiomatic will manage user accounts for municipal users as needed.
MT-EQ022	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.
MT-EQ023	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify

			any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.
MT-EQ024	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates monthly. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-EQ025	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-EQ026	System Maintenance	Performance Tuning	If performance issues are identified through user experience or log monitoring the database and code will be optimized to enhance user experience.
MT-EQ027	Training	Conduct 20 training sessions for municipal users over the web and in person	Axiomatic will conduct the following trainings annually: Four (4) Early Bird Equalization Trainings Five (5) Equalization New User Trainings Six (6) Equalization Refresher Trainings Five (5) MS-1 Filing Trainings Trainings will be conducted using web meeting unless otherwise requested by DRA
MT-EQ028	Technical Support	Provide technical support to DRA users	Provide technical support to DRA staff via telephone, email, web; in-person.
MT-EQ029	Technical Support	Provide technical support to non-DRA state users	Provide technical support to non-DRA state staff via telephone, email, web, in-person.
MT-EQ030	Technical Support	Provide technical support to municipal users	Provide technical support to municipal staff via telephone, email, web, in-person.
MT-EQ031	System Hosting & Disaster Recovery	Tier 1 Facility	Host DRAEQ at colocation facility with Tier 1 internet and fully redundant power and internet
MT-EQ032	System Hosting & Disaster Recovery	Regular Backups	Backup data nightly to local and offsite servers
MT-EQ033	System Hosting & Disaster Recovery	Semi-Regular Backups	Create quarterly backups of system and data for DRA

Mosaic GIS

Req. No.	Category	Name	Description
MT-GIS001	Data Collection and Processing	Municipal Parcel Data Collection	Axiomatic will annually request and collect Parcel Map data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected or DRA provides notice that the process may be considered complete.
MT-GIS002	Data Collection and Processing	Municipal GIS Secondary Data Collection	Axiomatic will annually request and collect secondary GIS data exports from each of the 235 taxing jurisdictions on DRA's behalf beginning in August and continuing until all data is collected or DRA provides notice that the process may be considered complete.
MT-GIS003	Data Collection and Processing	Municipal Parcel Data Processing	Axiomatic will process municipal parcel map data collected per MT-GIS001 through two distinct ETL processes. The first processor parses and standardizes the data through the use of spatial models. Following the spatial processing, parcel map data must be cross-correlated with municipal CAMA data to identify and correct miss-matched or omitted records.
MT-GIS004	Data Collection and Processing	Municipal GIS Secondary Data Processing	Axiomatic will process municipal secondary GIS data collected per MT-GIS002 through two distinct ETL processes. The first processor parses and standardizes the data through the use of spatial models. Following the spatial processing, parcel map data must be cross-correlated with municipal CAMA data to identify and correct miss-matched or omitted records.
MT-GIS005	Data Collection and Processing	Identification and resolution of link errors	Axiomatic will identify and correct to the extent possible data correlation issues between municipal parcel and CAMA data.
MT-GIS006	Data Collection and Processing	Updates and Modifications to Municipal Parcel Geospatial Processors	Axiomatic will make updates to municipal geospatial data processors as necessary to accommodate data type, system and identification number changes.
MT-GIS007	Data Collection and Processing	Updates and Modifications to Municipal CAMA Data ETL Processors	Axiomatic will make updates to municipal ETL data processors as necessary to accommodate data type, system and identification number changes.
MT-GIS008	Data Collection and Processing	Creation of "Ratio" Layer	Axiomatic will create and publish a geospatial layer representing sales processed through equalization. Sales will be broken into three categories, included, excluded and multi-sale.
MT-GIS009	Data Collection and Processing	Creation of "State Owned Land" layer	Axiomatic will create and publish a layer if state owned properties as identified by municipal data keys on an annual basis.

MT-GIS010	Data Collection and Processing	Creation of "Federally Owned Land" layer	Axiomatic will create and publish a layer if federally owned properties as identified by municipal data keys on an annual basis.
MT-GIS011	Data Collection and Processing	M&R Data Scrubbing	Axiomatic will scrub tabular Meals and Rooms license data on a monthly basis.
MT-GIS012	Data Collection and Processing	M&R Data Geocoding	Axiomatic will geocode tabular Meals and Rooms license data on a monthly basis.
MT-GIS013	Data Collection and Processing	"Soft" Parcel Updates for Non-Supported Municipal GIS Layers	Axiomatic will perform "soft updates" on municipalities that have a non-official GIS file and associated parcel change documentation on an annual basis.
MT-GIS014	Data Collection and Processing	Creation of NHBD Maps	Axiomatic will generate neighborhood code themed parcel maps for MPD on an as-needed basis.
MT-GIS015	Data Collection and Processing	Creation of Custom Maps	Axiomatic will generate custom printed (PDF) maps for MPD on an as-needed basis.
MT-GIS016	System Maintenance	Package Spatial Information for ArcEnterprise	Axiomatic will act as the single point for data uploads into the ArcGIS Enterprise Portal for DRA. This will ensure data and version control.
MT-GIS017	System Maintenance	Promote Official Mosaic Data Set for WMS/WFS Publishing	Axiomatic will package and promote the appropriate version of the mosaic and related data sets on an as needed basis.
MT-GIS018	System Maintenance	Manage ArcEnterprise User Accounts for DRA Users	Axiomatic will manage user accounts for DRA users.
MT-GIS019	System Maintenance	Manage and Support ArcEnterprise Configurations for Mosaic Parcel data viewer	Axiomatic will manage and support an ArcEnterprise application to interact with mosaic data.
MT-GIS020	System Maintenance	Manage and Support ArcEnterprise Configurations for Property Appraisal field staff (includes Survey 123)	Axiomatic will manage and support ArcEnterpise Field Applications for DRA MPD appraisal staff.
MT-GIS021	System Maintenance	Manage and Support ArcEnterprise Configurations for Timber Appraisers	Axiomatic will manage and support ArcEnterpise Field Applications for DRA MPD timber appraising staff.
MT-GIS022	System Maintenance	Manage and Support ArcEnterprise Configurations for Gravel Appraisers	Axiomatic will manage and support ArcEnterpise Field Applications for DRA MPD gravel appraising staff.
MT-GIS023	Training	General GIS Training	Axiomatic will conduct four (4) general GIS training sessions on an annual basis.
MT-GIS024	Training	GIS Field Tools Training	Axiomatic will conduct four (4) GIS field tools training sessions on an annual basis.
MT-GIS025	Technical	Provide Technical	Axiomatic will provide technical support to DRA staff

	Support	Support to DRA	via telephone, email, web, in-person.

Municipal Tax Rate Setting

Req. No.	Category	Name	Description
MT-MS001	Data Collection and Processing	Concord/Loudon Process	Axiomatic will work with DRA staff to manage the unique process for calculating the tax rates for the City of Concord and the Town of Loudon. Axiomatic will prepare the PDF calculation form annually and work with MS staff to ensure that information is loaded into the MTRSP correctly.
MT-MS002	Data Collection and Processing	Import of State Education Information	Axiomatic will import state education grant and levy information on an annual basis.
MT-MS003	System Maintenance	Management of user accounts for DRA	Axiomatic will manage user accounts for DRA users as needed.
MT-MS004	System Maintenance	Management of user accounts for state users	Axiomatic will manage user accounts for non-DRA state users as needed.
MT-MS005	System Maintenance	Management of user accounts for municipal users	Axiomatic will manage user accounts for municipal users as needed.
MT-MS006	System Maintenance	Import of external data	Axiomatic will import external datasets needs for tax rate setting including State Education Grant and Warrant totals provided by DOE.
MT-MS007	System Maintenance	Bug fixes	Axiomatic will correct defects (bugs) as identified by DRA.
MT-MS008	System Maintenance	Software Security Patching	Axiomatic will monitor for Software updates, including security patches daily. Updates are deployed to the test environments following the guidance issued by the software developer or authoritative third party (e.g. Microsoft Security TechCenter, Symantec Threat Intelligence). Axiomatic will monitor the test environments for and conduct smoke testing to identify any issues caused by the updates. Following confirmation of stability and documentation of mitigation steps required to resolve any issues, the updates will be deployed to the associated production systems.
MT-MS009	System Maintenance	Framework Updates	Axiomatic will monitor for framework updates (java libraries etc.) and perform updates on a monthly basis. All updates are first deployed to test environments prior to production. Axiomatic will monitor test environments for and conduct smoke testing to identify any issues caused by the updates. Following the confirmation of stability and documentation of mitigation steps required to resolve any issues the updates will be deployed to the associated production system.
MT-MS010	System Maintenance	Database Log Monitoring	Database logs will be regularly monitored for performance and security issues.
MT-MS011	System	Performance Tuning	If performance issues are identified through user

	Maintenance		experience or log monitoring the database and code will be optimized to enhance user experience.
MT-MS012	Training	Budget Drafting	Axiomatic will conduct seven (7) training sessions, with a minimum of one (1) in person.
MT-MS013	Training	Appropriations as Voted	Axiomatic will conduct seven (7) training sessions, with a minimum of one (1) in person.
MT-MS014	Training	Financial Reporting	Axiomatic will conduct seven (7) training sessions, with a minimum of one (1) in person.
MT-MS015	Training	Estimated Revenues	Axiomatic will conduct seven (7) training sessions, with a minimum of one (1) in person.
MT-MS016	Training	Tax Rates	Axiomatic will conduct seven (7) training sessions, with a minimum of one (1) in person.
MT-MS017	Technical Support	Provide technical support to DRA users	Axiomatic will provide technical support to DRA staff via telephone, email, web, in-person.
MT-MS018	Technical Support	Provide technical support to non-DRA state users	Axiomatic will provide technical support to non-DRA state staff via telephone, email, web, in-person.
MT-MS019	Technical Support	Provide technical support to municipal users	Axiomatic will provide technical support to municipal staff via telephone, email, web, in-person.
MT-MS020	System Hosting & Disaster Recovery	Tier 1 Facility	Host DRAEQ at colocation facility with Tier 1 internet and fully redundant power and internet
MT-MS021	System Hosting & Disaster Recovery	Regular Backups	Backup data nightly to local and offsite servers.
MT-MS022	System Hosting & Disaster Recovery	Semi-Regular Backups	Create quarterly backups of system and data for DRA.

SYSTEM ENHANCEMENTS

DATA PROCESSER REFACTOR

The individual municipal Mosaic processors currently used where initially developed in 2010-2011 using ArcGIS Desktop and MS Access. The processors are reliable but require the project team to process spatial and database information separately, using extracts to associate information and identify link errors. In the last decade ETL tools have become more common place, with some being configurable for a variety of data uses. Axiomatic recommends the use FME Tools produced by Safe Software for developing ETL processes that require interaction with spatial information in recent projects due to its interoperability.

Axiomatic proposes to redevelop the individual Mosaic processors using workflows designed in FME. This will eliminate the need for separate geospatial and database processors and provide a platform for the next generation of GIS at DRA. FME will allow DRA to leverage its purchase of esri ArcEnterprise by moving to a geodatabase only methodology. This will improve data integrity and accessibility.

Note that FME is a proprietary application and requires a license to operate. Axiomatic will not be providing a license to DRA but will use their license to process data for DRA. If DRA would like to purchase a license of FME that is outside the scope of this agreement.

Axiomatic proposes to migrate the Mosaic ETL tools over a two-year period. Currently there are two (2) tools per taxing entities (235 taxing entities, for a total of 470 tools).

ADDITIONAL ENHANCEMENTS

EQ

DRA may provide requests enhancements other than those specified in this agreement as needed. The DRA contract administrator will provide these requests in writing and Axiomatic shall provide an estimation of effort required to affect the requested change as detailed in Section 4.2.1 Additional enhancements.

Total cost for all additional system enhancements shall not exceed the total in Exhibit B section 1.2 Deliverable Payment Allocation for EQ-Modifications.

MTRSP

DRA may provide requests enhancements other than those specified in this agreement as needed. The DRA contract administrator will provide these requests in writing and Axiomatic shall provide an estimation of effort required to affect the requested change as detailed in Section 4.2.1 Additional enhancements.

Total cost for all additional system enhancements shall not exceed the total in Exhibit B section 1.2 Deliverable Payment Allocation for MS-Modifications.

System Enhancements

Req. No.	Category	Name	Description
EN-0001	ETL Tool Development	Develop template ETL tool for Avitar CAMA Export	Axiomatic will develop a template tool for Avitar CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0002	ETL Tool Development	Develop template ETL tool for Vision 6 CAMA Export	Axiomatic will develop a template tool for Vision 6 CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0003	ETL Tool Development	Develop template ETL tool for Vision 7 CAMA Export	Axiomatic will develop a template tool for Vision 7 CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0004	ETL Tool Development	Develop template ETL tool for Vision 8 CAMA Export	Axiomatic will develop a template tool for Vision 8 CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0005	ETL Tool Development	Develop template ETL tool for Tyler Univers CAMA Export	Axiomatic will develop a template tool for Tyler Univers CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0006	ETL Tool Development	Develop template ETL tool for Tyler IAS World CAMA Export	Axiomatic will develop a template tool for Tyler IAS World CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0007	ETL Tool Development	Develop template ETL tool for Summit CAMA Export	Axiomatic will develop a template tool for Summit CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0008	ETL Tool Development	Develop template ETL tool for Patriot CAMA Export	Axiomatic will develop a template tool for Patriot CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0009	ETL Tool Development	Develop template ETL tool for Proval CAMA Export	Axiomatic will develop a template tool for Proval CAMA exports in FME. The template will later be used to customize municipal specific tools.
EN-0010	ETL Tool Development	Configure municipal specific geospatial and data ETL tools- 2019	Axiomatic will configure municipal specific ETL processes using the templates outlined in requirements in EN-0001 through EN-0008.
EN-0011	ETL Tool Development	Configure municipal specific geospatial and data ETL tools- 2020	Axiomatic will configure municipal specific ETL processes using the templates outlined in requirements in EN-0001 through EN-0008.
EN-0012	TBD-EQ	To be determined enhancements for Equalization	Axiomatic will make enhancements to the equalization app following the defined change order procedures at the request of DRA.
EN-0013	TBD-MTRSP	To be determined enhancements for MTRSP	Axiomatic will make enhancements to the MTRSP app following the defined change order procedures at the request of DRA.

CENTRALLY ASSESSED SYSTEM

DRA is required to annually value approximately 160 utility entities in several classes of utility property. This process is currently largely manual with heavy reliance on individual appraisals of each utility property using a complex series of interconnected excel sheets. The amount of effort required to generate these appraisals is significant as is the specialized knowledge of the setup of the excel-based system. DRA desires an improved workflow and process automation for the annual valuation of these centrally assessed properties which reduces reliance of staff expertise and individual appraisals. This system should also be integrated with the DRAEQ system to automate transfers of utility values for use in the MS-1, and total equalized processes contained therein. It also desires integration with the DRAEQ ratio study engine for model calibration and analysis. The anticipated time savings resulting from this integration are significant, and will reduce the amount of manual checks that result from the non-automated data transfers.

Axiomatic proposes to develop a web based centrally assessed system to allow DRA to more efficiently value centrally assessed properties and provide greater transparency to the process. The proposed system will focus on International Association of Assessing Officers (IAAO) standards and mass appraisal methodologies to reduce the manual nature of the current appraisals.

The system will allow DRA to add, edit, and remove utility companies as well as generation, transmission, renewable and railroad assets. The system will also include automated processes to track history and administer ownership, physical location, land, and class codes. Each class of utility will have its own specific attributes, e.g. for wind generation, generation capacity, efficiency, and average wind speed would be relevant. Other administrative utility attributes will be added as necessary through the requirements elaboration process. This system will also include functionality to track documents and correspondence and log notes about each utility or asset.

The system will allow DRA users to calculate value using cost, income and sales approaches to value for each utility class, DRA will then be able to select an approach for that class, or proceed with a value reconciliation to determine a weighted combined value. DRA users will also be able to factor values based on class specific characteristics for each class of utility. Model calibration will be achieved through integration with the DRAEQ ratio study engine to run appraisal to assessment ratio studies.

Axiomatic proposes to work with DRA staff to document existing processes, conduct a gap analysis and develop an improved process workflow. This process will validate and confirm the business requirements presented in Exhibit H attachment 1. Finalized business requirements will be presented to stakeholders with proposed wireframes, this will form the basis of sign off for system development. Technical documentation as well as testing will be performed based on DOIT specifications included in Exhibit H attachment 1.

The web application will utilize the Microsoft Stack including, MS MVC, SQL Server, and SQL Reporting.

Deliverables

Req. No.	Category	Name	Description
ND-0001	Business Requirements	Discovery Meetings	Axiomatic will meet with DRA staff to understanding existing workflows and data inputs.
ND-0002	Business Requirements	Business Requirements Elaboration	Axiomatic will expand and detail the business requirements found in Exhibit H
ND-0003	Business Requirements	Business Requirements Documentation	Axiomatic will include all completed business requirements into a business requirements document for review and approval.
ND-0004	Business Requirements	Business Requirements Documentation	Axiomatic will create wireframes and storyboards for each system module.
ND-0005	Business Requirements	Reporting	Axiomatic will specify a maximum of twenty (20) reports to be included in initial development
ND-0006	Technical Requirements	System Design	Axiomatic will complete technical design documentation
ND-0007	Testing Requirements	Test Plan	Axiomatic will draft a application test plan to detail system testing per DOIT contract requirements
ND-0008	Development	System Development	Axiomatic will complete development of the web application.
ND-0009	Systems Testing	Internal Testing	Axiomatic will perform, smoke, quality assurance, regression on the application
ND-0010	Systems Testing	Unit Testing	Axiomatic will develop unit tests and run same prior to each release.
ND-0011	Systems Testing	Integration testing	Axiomatic will perform integration testing with the NHEQ application, and others as necessary.
ND-0012	Systems Testing	Installation testing	Axiomatic will perform Installation testing and provide installation documentation to DOIT.
ND-0013	Systems Testing	Performance Tuning & Stress testing	The application and database will be performance and stress tested.
ND-0014	Systems Testing	3rd Security & Penetration Testing	Axiomatic will retain a qualified 3rd party to perform security and penetration tests per DOIT specifications.
ND-0015	Training	DRA Training	Axiomatic will provide a minimum of 6 training sessions to DRA staff. Additional training will be available
ND-0016	Training	Help documentation	Axiomatic will create a solutions page for DRA staff with complete system instructions and quick help sheets.
ND-0017	Technical Support	DRA Technical Support	Axiomatic will provide technical support to DRA staff during normal business hours.

HOSTING, BACKUP AND SECURITY TESTING

HOSTING

Axiomatic will provide hosting services for DRAEQ, Mosaic Sharing Pool, MTRSP and the Centrally Assessed System. Axiomatic colocation includes closely monitored Tier 1 Internet connectivity on a 100mbit port, redundant connectivity to multiple providers, fully redundant power supply and 24/7 service monitoring. The details of production applications and servers is shown in Table 1.

Installation media and instructions as well as the most currently available database backup shall be available to DRA on a quarterly basis.

System	Server Tier	Type
All	Firewall	Dedicated
DRAEQ	Web	Virtual
DRAEQ	Database	Virtual
DRAEQ	R Statistics	Virtual
MTRSP	Web	Virtual
MTRSP	Database	Virtual
GIS (Sharing Pool)	Web/Database	Dedicated

Table 1: Server architecture

BACKUP

All hosted application data is backed up and archived on a nightly basis both to a local and offsite server. The acceptable disaster recovery method will be rebuilding of the application from the most recent archived backup. DRA has determined that during disaster recovery up to 24 hours of data loss and a 48-hour restoration window is acceptable and commensurate with the business needs.

SECURITY TESTING

Axiomatic will engage a 3rd party security services provider to perform security testing including vulnerability assessment and penetration testing Services on Axiomatic Applications (MTRSP, DRAEQ, Centrally Assessed System) in accordance with Exhibit F Section 1.8. Security vulnerabilities identified by the 3rd Party Vendor will be corrected by Axiomatic. Axiomatic will provide DOIT the 3rd Party attestation of the system vulnerabilities and penetration defects for their review. These vulnerability assessment and penetration testing will be conducted on the following conditions:

- Annually on all Axiomatic Applications

- Any Major Release to any Axiomatic Application

- Any substantial development to any Axiomatic Applications

COMMUNICATIONS AND REPORTING

⬡axiomatic

PROGRESS REPORTING

Axiomatic will provide a monthly progress report detailing all activities pertinent to the contract work. The report will be transmitted electronically to the DRA Administrator.

CHANGE CONTROL

ADDITIONAL SYSTEM ENHANCEMENTS

The process for approval of to be determined system enhancements will be as follows:

- DRA will make a request in writing to Axiomatic for a time and cost estimate for proposed system enhancement.
- Axiomatic will provide in writing a time and cost estimate for the proposed system enhancement.
- Within five days of receipt of the time and cost estimate DRA will provide Axiomatic with a "Go" or "No Go" for the proposed system enhancement.
- Upon receipt of a "Go", Axiomatic will commence preparation of the Business Requirements Document (BRD).
- Axiomatic will provide DRA with a completed BRD.
- Upon approval of BRD by DRA, a 30% work progress payment will be invoiced by Axiomatic.
- Axiomatic will commence coding and testing.
  Following successful completion of required testing (per Appendix F) and deployment, Axiomatic will invoice for the remaining balance (70%).

CHANGE IN SCOPE

If DRA or Axiomatic wishes to alter the scope of the work under this agreement the parties agree to the following:

a. The contract administrator for the party that makes the request to change the scope of work ("Requestor") under this agreement will provide the following information in writing to the receiving party ("Requestee"):
    a. Date of initial request
    b. Description for the proposed change
    c. Reason for proposed change
b. Change requests will be reviewed monthly with the contract administrators from both parties. At this time, change request will be prioritized.
c. The Requestee will make reasonable efforts to investigate the impact of the change request.
d. If DRA is the Requestor, Axiomatic will provide firm fixed costs for the request.
e. If both DRA and Axiomatic agree to the requested changes in writing the score of this agreement will be officially altered DRA agrees to honor any increase in cost as a result of the requested change subject to standard state of NH contracting procedures and approvals.

GENERAL TERMS AND CONDITIONS

DATA COLLECTION REQUIREMENTS

Axiomatic cannot and will not compel entities to provide requested information. In the event that Axiomatic is unable to collect data from a municipality for the Property Tax Equalization, Mosaic GIS System, or Municipal Services Property Tax Rate Setting System a written notification will be sent to DRA with the number of attempts and parties contacted. DRA and Axiomatic will then determine an appropriate course of action. Axiomatic shall not be responsible for municipal entities that refuse to provide their information to DRA and such a refusal shall not constitute Axiomatic's lack of performance under this agreement.

TECHNICAL SUPPORT HOURS

Technical support hours are Monday through Friday from 8:00 AM-4:30 PM excluding holidays and unintended office closures. Holidays are defined as: New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, One day before or after Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday directly following Thanksgiving Day (Black Friday), Christmas Eve, Christmas Day, New Year's Eve. Axiomatic will not provide customer support during the one-week period between Christmas and New Year's Day. Axiomatic reserves the right to close their offices and suspend technical support in the event of inclement weather, power outages, natural disasters, acts of terror, or acts of god.

ACCESS TO DRA INFORMATION AND PERSONNEL

DRA will provide Axiomatic with access to State information, data and managerial, technical, policy and user personnel as reasonably required to perform work on this contract.

AXIOMATIC NETWORKING AND ON-SITE OFFICE REQUIREMENTS

DRA will provide Axiomatic work space capable of accommodating two people during regular business hours. Additionally DRA will provide Axiomatic personnel with two computers and 4 monitors to conduct work while at DRA. DRA will provide all Axiomatic personnel with state login credentials and access to necessary servers via a Virtual Private Network (VPN).

DEFECT REMEDY

Remedy of Defect, or "Bug Fixes" are defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

DRA shall notify axiomatic in writing of any perceived or encountered bugs as soon as possible. DRA and Axiomatic will assign a bug severity level according to the metric below which shall dictate appropriate response and resolution times. Axiomatic will provide daily, or weekly status updates as appropriate until the defect is resolved.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Work Outage			
The application failure causes the DRA or Municipalities to be	The application failure causes the DRA or Municipalities to be	The application failure causes DRA or Municipalities to be	The application failure causes DRA or Municipalities to be

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
unable to work or perform some significant portion of their job.	unable to work or perform some significant portion of their job.	unable to perform *some small* portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	unable to perform a *minor* portion of their job, but they are still able to complete most other tasks.
Number of Users			
The application failure affects a *large* number of users.	The application failure affects a *large* number of users.	The application failure affects a *small* number of users.	The application failure may only affect one or two users.
Workaround *[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]*			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within one hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time			
The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

Table 2: Defect Resolution Matrix

COST

SYSTEM MAINTENANCE

System	Line Item	2019	2020
EQ	Data Collection & Processing	$89,260	$89,260
EQ	System Maintenance	$11,370	$11,370
EQ	Training/Technical Support	$14,134	$14,134
EQ	Subtotal	$114,764	$114,764
Mosaic	Data Collection & Processing	$103,709	$103,709
Mosaic	System Maintenance	$14,616	$14,616
Mosaic	Training/Technical Support	$6,056	$6,056
Mosaic	Subtotal	$124,381	$124,381
MTRSP	Data Processing	$15,474	$15,474
MTRSP	System Maintenance	$32,890	$32,890
MTRSP	Training/Technical Support	$26,550	$26,550
MTRSP	Subtotal	$74,914	$74,914
All	Hosting	$ 21,150	$ 21,150
Total		$ 335,209	$ 335,209

SYSTEM ENHANCEMENTS

Line Item	2019	2020
Mosaic Rebuild	$26,500	$22,000
Undefined EQ	$7,500	$7,500
Undefined MTRSP	$6,000	$6,000
Total	$40,000	$35,500

NEW DEVELOPMENT

Line Item	2019	2020
UVS Specification	$18,750	$0
UVS Development	$0	$57,500
Total	$18,750	$57,500

TOTAL COST

Line Item	2019	2020	Total
System Maintenance	$335,209	$335,209	$670,418
System Enhancements	$40,000	$35,500	$75,500
New Development	$18,750	$57,500	$76,250
Total	$393,959	$428,209	$822,168