



The State of New Hampshire
Department of Environmental Services



Sam
76

Robert R. Scott, Commissioner

December 1, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** contract with Windsor Solutions, Inc. (Windsor), Portland, Oregon, (VC# 208030-B001), in an amount of \$55,000 to purchase the newest State and Local Emission Inventory System (SLEIS) software and to pay a one-year license and maintenance fee for that software, effective upon Governor and Council approval through June 30, 2023. 100% Federal funds.

Funds are available in the following account.

03-44-44-440010-5091-038-500177 FY 22
\$55,000
Dept of Environmental Services, Exchange Network Projects, Technology-Software

EXPLANATION

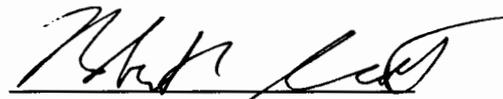
The reason for this contract with Windsor is to upgrade NHDES' SLEIS software program which will allow New Hampshire to re-establish automatic data submittals to EPA and provide a platform for future development of electronic reporting of data from source. This is a **Sole Source** contract because the SLEIS software was developed by Windsor and is used by many states to report emissions data to EPA; is the industry standard for software that performs that function; is currently being used in a previous version by NHDES; and is proprietary to Windsor. Therefore, there is no other entity that can provide the necessary software to the State of New Hampshire. NHDES has been awarded a competitive Federal grant for FFY22 from EPA's Environmental Information Exchange Network to be used to upgrade New Hampshire's SLEIS software program, which is used by the Air Resources Division, Compliance Bureau to collect and submit air emissions data to EPA. In calendar year 2020, EPA made significant changes to the reporting format such that NH is no longer able to automatically submit its air emissions data to EPA. Pursuant to 40 CFR Part 51, NHDES is required to submit air emissions data to EPA on an annual basis.

Windsor will provide and install the latest published version of the software and database; transfer historical emissions data from NHDES' current version of SLEIS to the new version of SLEIS; coordinate with NHDES staff on NH-specific requirements and potential use of new features; ensure that emissions data can be sent to EPA using new Consolidated Emissions Reporting Schema Extensible Markup Language (CERS XML) v2; provide training on new system features; and assist NHDES and NH Department of Information Technology (DOIT) staff with upgrading test and production SLEIS environments.

SLEIS is an EPA compliant solution and includes the updated CERS XML. Windsor is an IT consulting firm that provides industry-specific information systems for environmental and government agencies. Because Windsor specialize in these areas, its business knowledge and technical expertise allows it to develop and implement solutions that address NHDES' specific needs in regard to critical data points, appropriate analysis, and information sharing. Since Windsor was founded 1998, it has developed an exceptional national reputation for the delivery of high quality solutions on time and within budget. Windsor was the developer of NHDES' existing SLEIS software.

This contract has been reviewed and approved by DOIT as noted in the attached approval letter. This contract has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner



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

Denis Goulet
Commissioner

November 19, 2021

Robert R. Scott, Commissioner
Department of Environmental Services
State of New Hampshire
25 Hazen Drive
Concord, NH 03302

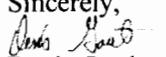
Dear Commissioner Scott:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Windsor Solutions, Inc. as described below and referenced as DoIT No. 2022-055.

The purpose of this contract is for Windsor Solutions, Inc. to provide a State and Local Emission Inventory System (SLEIS). The upgraded SLEIS software program will allow NH to re-establish automatic data submittals to EPA and provide a platform for future development of electronic reporting of data from regulated entities.

The amount of the contract is not to exceed \$55,000 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2023.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2022-055
cc: Kenneth Weeks, IT Lead, DoIT



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

October 13, 2021

Denis Goulet, Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

Authorize the Department of Environmental Services (DES) to enter into a sole source contract in the amount of \$55,000 with Windsor Solutions, Inc. (Windsor) to purchase the newest State and Local Emission Inventory System (SLEIS) software and to pay a one year license and maintenance fee for that software. This section contains a summary of the requested action and an explanation of the action.

Explanation

- DES has been awarded a competitive Federal grant for FFY22 from EPA's Environmental Information Exchange Network. This funding will be used to upgrade NH's SLEIS software program, which is used by the Air Resources Division, Compliance Bureau to collect and submit air emissions data to EPA. In calendar year 2020, EPA made significant changes to the reporting format such that NH is no longer able to automatically submit its air emissions data to EPA. The upgraded SLEIS software program will allow NH to re-establish automatic data submittals to EPA and provide a platform for future development of electronic reporting of data from source.
- DES intends to procure a vendor for this project. Windsor will be hired for this proposed project to provide and install the latest published version of the software and database; transfer historical emissions data from DES' current version of SLEIS to the new version of SLEIS; coordinate with DES staff on NH-specific requirements and potential use of new features; ensure that emissions data can be sent to EPA using new CERS XML v2; provide training on new system features; and assist DES and NHDOIT staff with upgrading test and production SLEIS environments. DES selected this vendor because it is an approved NH vendor, that has experience working with DES on previous and current projects. Windsor is qualified to carry out the assigned work because SLEIS is a proprietary product that Windsor has successfully implemented in several states. SLEIS is an EPA compliant solution and includes the updated CERS XML. Windsor is an IT consulting firm that provides industry-specific information systems for environmental and government agencies. Because Windsor specialize in these areas, its business knowledge and technical expertise allows it to develop and implement solutions that address DES' specific needs in regard to critical data points, appropriate analysis, and information sharing. Since Windsor was founded 1998, it has developed an exceptional national reputation for the delivery of high quality solutions on time and within budget. Windsor was the developer of DES' existing SLEIS software.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Funding Information:

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	JOB #	FY 22
03-44-44-440010-5091000 038-500177 Technology-Software	2022-055 DES State and Local Emission Inventory Sys (SLEIS)	\$55,000
Total		\$55,000

Alternatives and Benefits

The SLEIS software developed by Windsor is used by many states to report emissions data to EPA; is the industry standard for software that performs that function; is currently being used in a previous version by DES staff; and is propriety to Windsor. For this reason, Windsor is the only vendor available to provide and support the SLEIS software.

- Since 2010, NH has used its existing version of SLEIS to manage its emissions data and report that data to EPA. By procuring the upgraded version of SLEIS from Windsor, DES will be able to expand functionality with minimum disruption.
- This solution is an appropriate choice for the proposed project because NH is currently using an earlier version of SLEIS; the software has proven to be reliable; the software has been implemented by several other states; and the software is being updated regularly to incorporate state-suggested improvements and EPA updated Consolidated Emissions Reporting Schema Extensible Markup Language (CERS XML).
- This solution helps to meet the following business/administrative need(s) of DES:
 - Reduce personnel training time and upgrade costs by using an updated version of SLEIS which is similar to NH's original version of SLEIS. NH personnel implemented its original SLEIS v 1.6 in 2010 and have used it regularly since that time.
 - Enable access to updated CERS XML v2 within new version of SLEIS to submit emissions data to EPA's Emissions Inventory System (EIS).
 - Use SLEIS as a platform to develop online submittal of emissions data and fees directly from sources.
 - Reduce manual entry of emissions data from paper forms.
 - Streamline the process for submittal of emissions data to EIS.
 - Allow DES to be able to provide additional data elements to EIS.
 - Create one combined system for storing facility permitting, compliance and emissions data.
- DES is confident in its ability to implement and maintain this technology, because NH has used a previous version of SLEIS provided by Windsor to manage its emissions data since 2010. DES and DOIT staff have over 10 years of experience implementing and maintaining the SLEIS



program. Windsor has continued to update and provide support for SLEIS in other states and localities.

- Other benefits:
 - DES must currently run separate reports for permitting/compliance data and for emissions data. By integrating emissions data with the permitting and compliance database using the new version of SLEIS, reporting functionality would expand. Analysis of data would become more comprehensive and dissemination of data becomes more transparent. In addition, future use of SLEIS would enable DES to accept electronic submittal of emissions data from sources rather than relying on paper report submittals.
 - By integrating the permitting and compliance database with the new version of SLEIS, permitting and compliance bureaus would have access to emissions data all in one platform. Duplicate data entry would disappear making for more consistent data quality and reduce manual entry of that data. Implementing the latest version of SLEIS containing the new CERS XML will allow DES to directly submit data from SLEIS to EIS. This would streamline the process of sharing data with EPA.
 - Implementing the latest version of SLEIS will enable DES to provide the most up to date and complete emissions data to EPA for customers to access. With future expansion of SLEIS, customers would be able to enter data online, thereby streamlining the permitting and emissions reporting processes. Data availability and functionality would increase by integrating the permitting, compliance and emissions data. In addition, customers would be able to configure reports and data queries through the implementation of user-centered design.
- The knowledge, data, or technology outputs developed during the proposed project will enhance data sharing and availability for stakeholders, including DES, by providing a platform to establish an online system for customers to submit facility information and emissions data and enhance NHDES' ability to provide data to EPA and the public. Additionally, this project will improve data sharing and availability for organizations across the Exchange Network by utilizing a common system that will make it easier for sources to store and report emissions data to multiple jurisdictions.
- This project's goal and outputs will also improve data sharing and availability specifically in the context of the three principles of E-Enterprise Digital Strategy by enhancing the ability of DES to quickly and efficiently analyze and use emissions data; provide access to that data by all DES ARD staff and EPA; and develop a platform that can be used to establish an online system for customers to submit facility information and emissions data.

Open Standards

- See above

Supporting Documentation

- Not applicable

CONTACT PERSON:

Bureau

Sheri Eldridge, Administrator
Air Resources Division, Compliance

29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095
Telephone: (603) 271-0882
Fax: (603) 271-3053
Email: sheri.r.eldridge@des.nh.gov

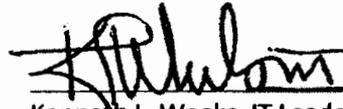
CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

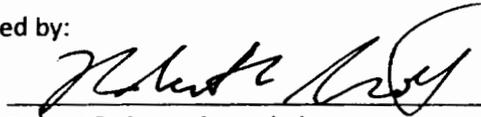


Susan Carlson, Chief Operations Officer
Department of Environmental Services



Kenneth L. Weeks, IT Leader
Department of Environmental Services

Approved by:



Robert R. Scott, Commissioner
Department of Environmental Services

RID 64387

Contract Number: 2022-0055

cc: DoIT Representative (IT Lead for the Agency)

DoIT Contracts and Procurements Manager – [Irene Koffink@doit.nh.gov](mailto:Irene.Koffink@doit.nh.gov)



RECEIVED
NEW HAMPSHIRE

NOV 30 2021

AIR RESOURCES DIVISION

STATE OF NEW HAMPSHIRE

Department of Environmental Services:
State and Local Emissions Inventory System (SLEIS) Upgrade:
DES 2022-2023

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

Contents

Contents	1
EXHIBIT A - SPECIAL PROVISIONS.....	8
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES.....	14
1. ANNUAL LICENSE	14
2. SOFTWARE UPDATE.....	14
3. TECHNICAL SUPPORT	14
EXHIBIT C – PRICE AND PAYMENT SCHEDULE.....	15
1. CONTRACT PRICE.....	15
2. TRAVEL EXPENSES.....	15
3. SHIPPING FEES	15
4. INVOICING	15
5. INVOICE ADDRESS.....	15
6. PAYMENT ADDRESS.....	16
7. OVERPAYMENTS TO THE CONTRACTOR.....	16
8. CREDITS.....	16
9. PROJECT HOLDBACK	16
10. PAYMENT SCHEDULE	16
11. FUTURE CONTRACTOR RATES	17
EXHIBIT D – SOFTWARE AGREEMENT.....	18
1. WORKING RELATIONSHIP.	18
2. SCOPE OF SERVICES	18
3. SUPPORT SERVICES	19
4. COMPLIANCE WITH THE LAW	19
5. INTELLECTUAL PROPERTY RIGHTS.....	19
6. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS	19
EXHIBIT E – ADMINISTRATIVE SERVICES	21
1. DISPUTE RESOLUTION.....	21
2. ACCESS AND COOPERATION	21
3. RECORD RETENTION	22
4. ACCOUNTING	22

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

5. AUDIT 22

6. MISCELLANEOUS WORK REQUIREMENTS 22

EXHIBIT F – TERMS AND DEFINITIONS..... 25

EXHIBIT G – CONTRACTOR CERTIFICATES..... 30

CONTRACTOR CERTIFICATES..... 30

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

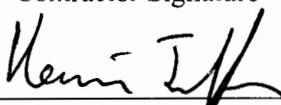
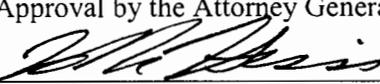
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095	
1.3 Contractor Name Windsor Solutions, Inc.		1.4 Contractor Address 4386 S Macadam Avenue, Suite 101, Portland, OR 97239	
1.5 Contractor Phone Number 503-675-7833	1.6 Account Number 03-44-44-440010-5091000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$55,000
1.9 Contracting Officer for State Agency Sheri Eldridge, Compliance Bureau Administrator		1.10 State Agency Telephone Number 603-271-0882	
1.11 Contractor Signature  Date: 11/24/2021		1.12 Name and Title of Contractor Signatory Kevin Jeffery, Vice President	
1.13 State Agency Signature  Date: 12/2/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/7/2021			
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall

be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The term may be extended up to two times for Five (5) year(s) each, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, under the same terms and conditions, subject to approval of the Governor and Executive Council.

Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the 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. 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.

Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT A – SPECIAL PROVISIONS

9.2 Termination Procedure

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

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor 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 ten (10) 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 Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- 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;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT A – SPECIAL PROVISIONS

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT A – SPECIAL PROVISIONS

undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

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

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

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT A – SPECIAL PROVISIONS

26. EXHIBITS/ATTACHMENTS

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

27. 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 Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- a. State of New Hampshire, Department of Environmental Services Contract Agreement Job Number: 2022-055.
- b. State and Local Emissions Inventory System Software Price Quote from Windsor Solutions, Inc. dated October 4, 2021.

30. CONSULTANT CAP

In accordance with 2 CFR 1500.9, the salary rate (excluding overhead) paid to individual consultants retained by the Contractor shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (5 U.S.C. §§ 5311–5318), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2021, the limit is \$661.23 per day and \$82.65 per hour. This rate does not include transportation and subsistence costs for travel performed.

31. SUSPENSION AND DEBARMENT

The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting this Agreement, the Contractor certifies that it has not been debarred or suspended by a government agency. Additionally, the Contractor certifies that it will not make or permit any subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

32. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses;

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT A – SPECIAL PROVISIONS

unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

33. FEDERAL FUNDS

Federal funds paid under this Agreement are from a Federal Grant Agreement to the State from the US Environmental Protection Agency, FY2021 EN Grant under CFDA #66.608. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between the NHDES and the Contractor. Additionally, the Contractor shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Contractor's DUNS number is 08-333-2044.

34. NONDISCRIMINATION

The Contractor shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL
REQUIREMENTS AND DELIVERABLES**

1. ANNUAL LICENSE

License to use the State and Local Emissions Inventory System (SLEIS) previously deployed in the State's technical environment to include:

- a. License term for one-year period from date of purchase. The date of purchase is defined as the date the State issues the Contractor a Purchase Order for the software license;
- b. Include periodic updates to the SLEIS software as available during the license term; and
- c. Include update to the version of SLEIS that is compatible with EPA CERS/EIS XML schema changes even if this is not available until after the end of the above license term.

2. SOFTWARE UPDATE

Update the State's existing SLEIS environment to the latest version to include:

- a. Migrate existing SLEIS Oracle database to Microsoft SQL Server 2018;
- b. Update SLEIS configuration files, scripts, and reference data to the latest version;
- c. Provide SLEIS deployment package for State test and production environments; and
- d. Provide configuration workbook documenting relevant configuration and environment settings.

3. TECHNICAL SUPPORT

Provide on-demand technical support to include:

- a. Up to sixty (60) hours technical support during the license term to assist with the use of the system, and minor enhancement requests.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

5. INVOICE ADDRESS

Invoices may be sent to:

Air Resources Division
New Hampshire Department of Environmental Services
Sonny Strickland

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

29 Hazen Drive
 Concord, NH 03302

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for Item No. 2, as set forth in the Payment Schedule, until successful conclusion of the Warranty Period. The one-year Warranty Period will begin on the date that the State provides the Contractor with written approval of the deliverables described in Item No. 2 of the Payment Schedule.

10. PAYMENT SCHEDULE

All services shall be performed to the satisfaction of NHDES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice as detailed in C-1.

Table C-1.			
PAYMENT SCHEDULE			
Item No.	Deliverable	Item Cost	Payment Criteria
1	License to use the State and Local Emissions Inventory System (SLEIS) previously deployed in the NH DES technical environment.	\$30,000	Within 30 days of receipt of invoice.
2	Update NHDES's existing SLEIS environment to the latest version. <ul style="list-style-type: none"> • Subject to 10% holdback provision. 	\$15,000	Within 30 days of completion and written approval by NHDES.

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

3	Up to sixty (60) hours technical support during the license term to assist with the use of the system, and minor enhancement requests charged at a rate of \$167/hours for documented hours worked.	\$10,000	Within 30 days of receipt of invoice.
---	---	----------	---------------------------------------

11. FUTURE CONTRACTOR RATES

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services. Additional Software Operations, Maintenance and Support services, as described in Item 3 in the Payment Schedule table above, may be purchased from the Contractor at a rate of \$167.00 per hour.

Remainder of this page intentionally left blank.

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
EXHIBIT D – SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE AGREEMENT

The terms of the Software Agreement are set forth below:

1. WORKING RELATIONSHIP.

1.1. The State wishes to obtain a copy of the State and Local Emissions Inventory System (SLEIS) software (“Software”) developed and marketed by the Contractor.

1.2 Contractor hereby agrees to provide the State with the Software pursuant to the terms of this Agreement.

1.3 The Contractor is an independent entity, and is not an agent, partner, or legal representative of the State for any purpose. The Contractor shall be solely responsible for wages, salaries and other amounts due its employees or subcontractors under this Agreement. The Contractor shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, worker’s compensation and similar matters. Contractor is not authorized to make any contract, agreement, warranty or representation on behalf of the State.

1.4 The State has no rights to control the manner or means by which Contractor performs the scope of work defined herein. The State is interested only in the results obtained by the Contractor, and the method and manner in which the scope of work is completed will be determined exclusively by the Contractor.

2. SCOPE OF SERVICES

2.1 The Contractor hereby grants to the State a non-exclusive, limited license to use the Software as set forth in this Agreement (“License”).

2.2 The State shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else; provided that the State may make one copy of the Software for backup or archival purposes.

2.3 The Contractor will provide sixty (60) hours of labor support in each one-year term as mutually agreed between the Contractor and the State. This support will be used to assist the State with the use of the system, resolve technical questions, and for minor enhancements. Any unused hours will rollover to subsequent license periods provided the license term is extended. Should the State choose not to extend the license term, any unused hours will expire with the contract. Additional support hours may be purchased at the rate of \$167/hour.

2.4 At its sole discretion, during the license term the Contractor will provide periodic updates to the State’s licensed Software implementation as updates become available. The Contractor will notify the State not less than five (5) business days before availability of a new version of the Software. The State may accept updates at their discretion. The Contractor at its sole discretion may require State Software to be updated in order to continue to provide support.

2.5 Should the State choose not to extend the license beyond the initial one (1) year term, no future software updates will be provided and no additional software fees will be incurred. The State will retain the right to continue to use their current version of SLEIS.

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
EXHIBIT D – SOFTWARE AGREEMENT

2.6 From time to time, the Contractor may develop major extensions to the functionality of the Software. Examples of such major extensions may include the addition of support for new emissions inventory types, or the addition of point source permit or compliance data management capabilities. At its sole discretion, the Contractor may make such extensions to the core Software available to the State. These major extensions may be subject to additional fees.

3. SUPPORT SERVICES

3.1 Contractor shall establish and maintain a dedicated Web site on Contractor's servers to allow the State to request technical support services ("Support Services"). This Web site will be available at all times.

3.2 Contractor will respond to a support requests submitted using this Web site within one business day.

3.3 Limited Support Services are included in the annual license fee paid by the State as defined in this Agreement.

3.4 Windsor will maintain concise records of the number of labor hours required to respond to Support Services requests. Windsor will provide a report to Client not less than monthly summarizing the requests received, the support hours expended, and the support hours remaining for the license term.

3.5 As mutually agreed, the Contractor and the State may also enter into a separate Professional Services Agreement to provide customized support services if so desired.

4. COMPLIANCE WITH THE LAW

4.1 The State acknowledges and agrees that Contractor may elect at its sole discretion to monitor the activities of the State in the Software. State agrees to use the software for legal purposes only. In the event that the Contractor becomes aware or reasonably believes, in its sole discretion, that the software is being used for illegal purposes, the Contractor shall be entitled to immediately terminate the Agreement and the services provided without notice in addition to any remedies to which it may be entitled under law.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Contractor owns and shall continue to own all proprietary rights in all code and content that the Contractor supplies pursuant to this Agreement. The State owns and shall continue to own all proprietary rights in the data managed by the Software.

6. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

6.1 The Contractor represents and warrants to the State that:

- a. It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
- b. It shall use reasonable efforts to perform the Services described in this Agreement (except to the extent the Services modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT D – SOFTWARE AGREEMENT

- c. OTHER THAN THE EXPRESS WARRANTIES STATED ABOVE, THE CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREUNDER OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL OR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE OR LOSS OF DATA, OR AS A RESULT OF ANY INTERRUPTION OF SERVICE.
- 6.2 The State Represents and warrants to the Contractor that:
- a. It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
 - b. The State shall not, nor shall it allow, authorize or assist any third party to, use the Software for any illegal purpose whatsoever.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. 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:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Bret Smith, Project Manager	Sonny Strickland, Air Pollution Control Engineer	Ten (10) Business Days
First	Bret Smith, Project Manager	Sheri Eldridge, Compliance Bureau Administrator	Ten (10) Business Days
Second	Kevin Jeffery, Vice President	Craig Wright, Air Resources Division Director	Ten (10) Business Days
Third	Kevin Jeffery, Vice President	Robert Scott, NHDES Commissioner	Fifteen (15) Business Days

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

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT E – ADMINISTRATIVE SERVICES

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

- 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,

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT E – ADMINISTRATIVE SERVICES

personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email 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.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. 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 (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

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.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor’s staff.

6.4 Workplace Hours

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT E – ADMINISTRATIVE SERVICES

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT F – TERMS AND DEFINITIONS

Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	<p>An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.</p>
Deficiency (-ies)/Defects	<p>A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p>
Deliverable	<p>A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.</p>
Documentation	<p>All information that describes the installation, operation, and use of the Software, either in printed or electronic format.</p>
Enhancements	<p>Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.</p>

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT F – TERMS AND DEFINITIONS

Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use 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 Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT F – TERMS AND DEFINITIONS

Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.

STATE OF NEW HAMPSHIRE

Department of Environmental Services

Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade

EXHIBIT F – TERMS AND DEFINITIONS

Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Environmental Services
Job Number: 2022-055 – State and Local Emission Inventory System (SLEIS) Upgrade
EXHIBIT G – CONTRACTOR CERTIFICATES

EXHIBIT G – CONTRACTOR CERTIFICATES

CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

Remainder of this page intentionally left blank

Certificate of Authority

I, Guy Outred, President of Windsor Solutions, Inc do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Kevin Jeffery is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the President,
Office/Position of Certifying Officer
of Windsor Solutions, Inc, this 6 day of December, 2021
Name of Company



Signature of Certifying Officer

Notarization

State of _____
County of _____

On _____, before me, _____,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared _____, who
Printed Name of Certifying Officer
acknowledged him/herself to be the _____, of _____,
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public or Justice of the Peace

(affix seal)

Commission Expires: _____

State of New Hampshire

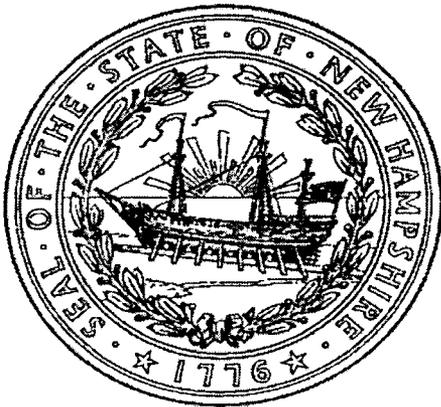
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WINDSOR SOLUTIONS, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on March 04, 2010. 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: **627015**

Certificate Number: **0005461173**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October A.D. 2021.

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

William M. Gardner
Secretary of State

