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

Denis Goulet
Commissioner

December 26, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Labor (DOL), to enter into a **Sole Source** contract amendment with ImageSoft Inc., of Southfield, MI 48034 (Vendor #310931), by exercising a contract renewal option, increasing the price limitation by \$674,115.60 from \$1,669,301.41 to \$2,343,417.01, and extending the completion date from June 30, 2024 to June 30, 2025 for additional design, development, and implementation services to the DOL's Electronic Document Management System (EDMS), effective upon Governor and Executive Council approval through June 30, 2025. The Governor and Executive Council approved the original contract agreement on May 6, 2020, Item #72, amended with Governor and Executive Council approval on June 15, 2022, Item #62, and most recently amended with Governor and Executive Council approval on April 12, 2023, Item #54.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the DOL to reimburse DoIT is 100% Other Funds. Funds are available in the following accounts for SFY 2024 and SFY 2025, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS - OBJECT - DESC	Activity Code	State Fiscal Year	Total
01-03-03-030010-7626000 DoIT – IT for DOL 046-500465 IT Consult-Non-Benefit	03260017	SFY2024	\$250,000.00
01-03-03-030010-7626000 DoIT – IT for DOL 038-509038 Agency Application Software	03260017	SFY2024	\$70,000.00
01-03-03-030010-7626000 DoIT – IT for DOL 046-500465 IT Consult-Non-Benefit	03260017	SFY2025	\$284,115.60
01-03-03-030010-7626000 DoIT – IT for DOL 038-509038 Agency Application Software	03260017	SFY2025	\$70,000.00
		Total:	\$674,115.60

EXPLANATION

This amendment is Sole Source because the previous amendment was marked as sole source due to an expansion of the scope of the project without being rebid.

This funding was approved by the Legislature in the SFY 2024-25 biennium, and the amendment with ImageSoft Inc. will allow DOL to continue to leverage the existing working relationship and further advance the modernization of DOL's business processes and infrastructure. Specifically, this modification will allow for the provision of additional design, development, and implementation services related to the enhancement or replacement of core components of the Department's relational database currently residing on the aging, on-premise IBM AS400 Power Server solution with Hyland's WorkView relational database solution and their OnBase Electronic Document Management System (EDMS). Specific modules identified to be replaced include safety inspection case management, worker compensation claims processing, special funds invoicing, boiler and pressure vessel inspections, and elevator inspection management.

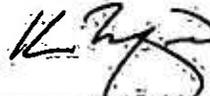
As referenced in the original contract terms, the parties have the option to extend the term of the agreement for up to four (4) additional years, contingent upon the agreement of the parties and approval by the Governor and Executive Council. The Department is exercising its option to renew services for one (1) of the four (4) years available.

The Department of Information Technology and the Department of Labor respectfully request approval of this contract modification.

Respectfully submitted,



Denis Goulet
DoIT Commissioner



Ken Merrifield
Department of Labor Commissioner

DG/ik
DoIT #2018-133C
RID: 83091 (69219, 49405)

STATE OF NEW HAMPSHIRE
 Department of Information Technology - DOL
 EDMS Upgrade
 2018-133
 CONTRACT AMENDMENT 3

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2018-133, on May 6, 2020, Item #72, (herein after referred to as the "Agreement"), ImageSoft Inc., (hereinafter referred to as "Vendor" or "ImageSoft") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

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

WHEREAS, in accordance with Part 2 Section 2 of the Agreement, the initial term may be extended up to four (4) additional years at the sole option of the State;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement to allow for the provision of additional design, development, and implementation services related to the enhancement or replacement of core components of the Department's relational database and electronic document management systems, inclusive of migrating current AS400 applications;

WHEREAS, the Vendor, in accordance with Part 2 Section 9 of the Agreement, will provide the Department with change orders for review/approval in advance of initiating additional design, development and implementation services;

WHEREAS, payment for the provision of additional design, development and implementation services shall be made upon Departmental approval of milestones or defined deliverables as set forth in any related Change Order in accordance with Section 3 of Exhibit B of the Agreement;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$674,115.60 to bring the total contract price to \$2,343,417.01.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by changing the Completion Date from 06/30/2024 to 06/30/2025.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$674,115.60 from \$1,669,301.41 to \$2,343,417.01.
3. Amend the Deliverables, Milestones and Activities Schedule under Exhibit A by adding the following entries:

Line/Item	Activity, Deliverable or Milestone	Deliverable Type
22.0	FY25 Annual Sustainability Cost	
22.1	FY25 ImageSoft Annual Customer Care Fee	Non-Software
22.2	FY25 ImageSoft Annual TrueSign Maintenance Fee	Software
26.0	Safety Inspections Processing	
26.1	Support Discovery	Non-Software
26.2	Support the creation of Solution Requirements Document (SRD)	Non-Software
26.3	Support the Configuration, Building and Testing Safety Inspections Processing	Non-Software

STATE OF NEW HAMPSHIRE
 Department of Information Technology - DOL
 EDMS Upgrade
 2018-133
 CONTRACT AMENDMENT 3

26.4	Support the Configuration, Building and Testing: Safety Violation Penalties Processing	Non-Software
26.5	Support the Performance of UAT Testing, UAT Training, and Issue correction	Non-Software
26.6	Support Promoting Test to Production	Non-Software
26.7	Provide Go-Live and Post Go-Live Support	Non-Software
27.0	Workers Comp Claims Processing	
27.1	Perform On-site Discovery	Non-Software
27.2	Solution Requirements Document (SRD) Creation and Delivery	Written
27.3	Configure, Build and Test: Late First Report of Injury Filing Process	Software
27.4	Configure, Build and Test: Claims Processing which includes but not limited to Memorandums of Payment, Memorandums of Denial, Permanent Impairment, Vocational Rehabilitation, and Third-Party Actions	Software
27.5	Configure, Build and Test: Second Injury Funds Claims Processing	Software
27.6	Configure, Build and Test: Hearings Processing which includes but not limited to Scheduling, Appeals Scheduling and Lump Sum Hearings	Software
27.7	Create and Provide Technical System Administration and User Training Manuals	Written
27.8	Perform UAT Testing, UAT Training, and issue correction	Non-Software
27.9	Promote Test to Production	Non-Software
27.10	Provide Go-Live and Post Go-Live Support	Non-Software
28.0	Fund Invoicing	
28.1	Perform On-site Discovery	Non-Software
28.2	Solution Requirements Document (SRD) Creation and Delivery	Written
28.3	Configure, Build and Test: ADMIN Fund Processing and Invoicing	Software
28.4	Configure, Build and Test: Second Injury Fund Processing and Invoicing	Software
28.5	Perform UAT Testing, UAT Training, and issue correction	Non-Software
28.6	Promote Test to Production	Non-Software
28.7	Provide Go-Live and Post Go-Live Support	Non-Software
29.0	Boiler and Air Tank Inspections Processing	
29.1	Perform On-site Discovery	Non-Software
29.2	Solution Requirements Document (SRD) Creation and Delivery	Written
29.3	Configure, Build and Test: Boiler and Air Tank Inspection Processing	Software
29.4	Configure, Build and Test: Boiler and Air Tank Inspector Licensing Processing	Software
29.5	Configure, Build and Test: Boiler and Air Tank Penalties Processing and Invoicing	Software

Initial all pages
 Vendor Initials

CIB

Date 01/04/2024

STATE OF NEW HAMPSHIRE
 Department of Information Technology - DOL
 EDMS Upgrade
 2018-133
 CONTRACT AMENDMENT 3

29.6:	Perform UAT Testing, UAT Training, and issue correction	Non-Software
29.7	Promote Test to Production	Non-Software
29.8:	Provide Go-Live and Post Go-Live Support	Non-Software
30.0	Elevator & Accessibility Lift Inspections Processing	
30.1	Perform On-site Discovery	Non-Software
30.2	Solution Requirements Document (SRD) Creation and Delivery	Written
30.3	Configure, Build and Test: Elevator & Accessibility Lift Inspection Processing	Software
30.4	Configure, Build and Test: Elevator Mechanic and Inspector Licensing Processing	Software
30.5	Configure, Build and Test: Elevator Certificate Licensing Penalties Processing and Invoicing	Software
30.6	Perform UAT Testing, UAT Training, and issue correction	Non-Software
30.7	Promote Test to Production	Non-Software
30.8	Provide Go-Live and Post Go-Live Support	Non-Software
31.0	Miscellaneous	
31.1	Support the Configuration, Building and Testing of Miscellaneous minor projects to finish the migration of the AS400 to OnBase which includes but not limited to: <ul style="list-style-type: none"> • School to Work Pre-Screening Request Processing • Permission to Pay Wages other than Weekly or Biweekly Request Processing • Day of Rest Waiver Processing • Right to Know Request Processing • WARN Handling • Personnel File Request Processing • Youth Employment Certificate 	Non-Software

* - Denotes items that may switch from a vendor-based design, development, and implementation model to an internally supported model with vendor augmented support.

Table 1 CONTRACT HISTORY 2018-133 – EDMS Upgrade

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-133	Original Contract	May 6, 2020 Item #72	June 30, 2024	\$568,216.41
2018-133 01	Amount Increase	June 15, 2022 Item #62	June 30, 2024	\$609,080.00
2018-133 02	Amount Increase	April 12, 2023 Item #54	June 30, 2024	\$492,005.00
2018-133 03	End Date and Amount Increase	TBD	June 30, 2025	\$674,115.60
	CONTRACT TOTAL			\$2,343,417.01

Initial all pages Vendor Initials CIB Date: 01/04/2024

STATE OF NEW HAMPSHIRE
Department of Information Technology - DOL
EDMS Upgrade
2018-133
CONTRACT AMENDMENT 3

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

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

Crystal Bell

Crystal Bell, President, Enterprise Solutions
i3-ImageSoft, LLC (successor to ImageSoft, Inc.)

Date: 01/04/2024

State of New Hampshire

Denis Goulet

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Date: January 5, 2024

Ken Merrifield

Ken Merrifield, Commissioner
State of New Hampshire
Department of Labor

Date: 1/5/24

STATE OF NEW HAMPSHIRE
Department of Information Technology - DOL
EDMS Upgrade
2018-133
CONTRACT AMENDMENT 3

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

Approved by the Attorney General

Duncan A. Edgar
State of New Hampshire, Department of Justice

Date: January 17, 2024

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that I3-IMAGESOFT, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 14, 2021. 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: 860389

Certificate Number: 0006364786



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2023

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED i3-ImageSoft, LLC c/o i3 Verticals, LLC 40 Burton Hills Boulevard Suite No. 415 Nashville, TN 37215	INSURER A: National Fire Insurance Company of Hartford NAIC# 20478	
	INSURER B: Valley Forge Insurance Company 20508	
	INSURER C: Continental Insurance Company 35289	
	INSURER D: American Casualty Company of Reading Penns 20427	
	INSURER E: AIG Specialty Insurance Company 26883	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W30953166 **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 CERTIFICATION 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6079506577	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			6079506563	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6079506613	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6079506594	10/31/2023	10/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Professional E&O Liability			01-593-25-40	10/31/2023	10/31/2024	Limit \$5,000,000 Retention \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #2018-133

CERTIFICATE HOLDER State of NH, Department of Information Technology ATTN: Chief Information Officer 27 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Certificate of Authority
i3-ImageSoft, LLC

I, Rick Stanford, hereby certify that I am the President of i3-ImageSoft, LLC, a limited liability company ("LLC") under Chapter 18 of the Laws of Delaware. I certify that Crystal Bell is authorized to bind the LLC as its President. I further certify that attached is a true copy of the Operating Agreement of the LLC and the Articles of Amendment changing the name of the LLC to i3-ImageSoft, LLC. This authorization shall remain valid for thirty (30) days from the date of this Certificate.

DATED: 12.08.2023

ATTEST: _____
Rick Stanford, President
i3-ImageSoft, LLC



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/doi

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Denis Goulet
 Commissioner

March 2, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Labor (DOL), to enter into a **Sole Source** contract amendment with i3-ImageSoft, LLC, of Southfield, MI 48034 (Vendor #310931), increasing the Price Limitation by \$492,005 from \$1,177,296.41 to \$1,669,301.41, with no change to the contract end date, for additional design, development, and implementation services to the DOL's Electronic Document Management System (EDMS), effective upon Governor and Executive Council approval through June 30, 2024. The original contract was approved by the Governor and Executive Council on May 6, 2020, Item #72 and amended with Governor and Executive Council approval on June 15, 2022 Item # 62. **100% Federal Funds**

Funding is available in the following account for SFY 2023.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC	Activity Code	SFY 2023
02-26-26-260010-26800000-Labor Dept., Labor, OnBase Project Grant 103-502664 Contracts for Operational Services	00FRF602GS2601A	\$492,005.00

EXPLANATION

This amendment is **Sole Source** because the federal grant that funds the amendment was requested specifically to expand the scope of this existing project and contract. The current vendor was engaged to assist in identifying additional enhancements to the planned solution that were applicable to the SWEEP program and its funding.

The Department has long recognized the need for modernization of its systems to better protect confidential information, ensure continuity of operations, prepare for the potential of emergency remote work, and facilitate customer interactions. In addition to the operational frustrations presented by the primary database, an outdated IBM AS400, the Department's legacy document management and workflow system, ViewStar, was replaced with a cloud-based solution in the form of Hyland's "OnBase". This launch did not replace the AS400 mainframe, but capabilities do exist to migrate the AS400 functionality into OnBase, through the use of Hyland's integrated relational database, "Workview".

In anticipation of such a migration, the Department received the support of the Governor and Legislature for funding during the FY2022-23 biennial budget. A limited proof-of-concept Workview project completed in the late summer of calendar year 2022. To enhance the existing project and the benefits to the state, American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) funds were requested in the amount of \$495,000. This additional support will expand the use of the OnBase product in accord with the State Workforce Efficiency Enhancement Program (SWEET) initiative and will include seamless integration between the state's accounting ERP (NH FIRST), facilitating payment options and remote processing capabilities in emergent situations. The funds will also allow for the design of additional ImageForms, allowing the public to submit information directly into the Labor Department's database, removing paper forms and easing processing time. Finally, this request would support the launch of a document and knowledge transfer module for use by both Labor Department employees and the public, obviating the need for in-person interactions and improving the efficiency of service delivery.

The Department of Information Technology and the Department of Labor respectfully request the approval of this contract modification.

Respectfully submitted,



Denis Goulet
DoIT Commissioner



Ken Merrifield
Department of Labor Commissioner

DG/ik
DoIT #2018-133B

STATE OF NEW HAMPSHIRE
Department of Information Technology - DOL
EDMS Upgrade
2018-133
CONTRACT AMENDMENT 2

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2018-133, on May 6, 2020, Item #72, (herein after referred to as the "Agreement"), i3-ImageSoft, LLC, (hereinafter referred to as "Vendor" or "ImageSoft") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

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

WHEREAS, the Vendor and the Department have agreed to amend the Agreement to allow for the provision of additional design, development, and implementation services related to the enhancement or replacement of core components of the Department's relational database and electronic document management systems, inclusive of migrating current AS400 applications;

WHEREAS, the Vendor, in accordance with Part 2 Section 9 of the Agreement, will provide the Department with change orders for review/approval in advance of initiating additional design, development and implementation services;

WHEREAS, payment for the provision of additional design, development and implementation services shall be made upon Departmental approval of milestones or defined deliverables as set forth in any related Change Order in accordance with Section 3 of Exhibit B of the Agreement;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$492,005 to bring the total contract price to \$1,669,301.41.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$492,005 from \$1,177,296.41 to \$1,669,301.41.

Table 1 CONTRACT HISTORY 2018-133 – EDMS Upgrade

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-133	Original Contract	May 6, 2020 Item #72	June 30, 2024	\$568,216.41
2018-133 01	Amendment A	June 15, 2022 Item #62	June 30, 2024	\$609,080.00
2018-133 02	Amendment B	TBD	June 30, 2024	\$492,005.00
	CONTRACT TOTAL			\$1,669,301.41

Initial all pages
 Vendor Initials *BM*

Date 02/16/2023

STATE OF NEW HAMPSHIRE
Department of Information Technology - DOL
EDMS Upgrade
2018-133
CONTRACT AMENDMENT 2

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

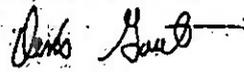
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Paul Maple, General Counsel & Secretary
i3-ImageSoft, LLC

Date: 02/16/2023

State of New Hampshire



Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Date: 3/8/2023



Ken Merrifield, Commissioner
State of New Hampshire
Department of Labor

Date: 3/8/23

STATE OF NEW HAMPSHIRE
Department of Information Technology - DOL
EDMS Upgrade
2018-133
CONTRACT AMENDMENT 2

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

Approved by the Attorney General

1st Stacie M. Mason
State of New Hampshire, Department of Justice

Date: March 15, 2023

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Initial all pages
Vendor Initials

SM

Date 02/16/2023

Page 3 of 3

Amendment template revision 11/28/18



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 2, 2023

Kenneth Merrifield, Commissioner
Department of Labor
State of New Hampshire
95 Pleasant Street
Concord, NH 03301

Dear Commissioner Merrifield:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with i3-ImageSoft, LLC, as described below and referenced as DoIT No. 2018-133B.

The purpose of this request is to allow for the provision of additional design, development, and implementation services related to the enhancement or replacement of core components of the Department of Labor's relational database.

The Total Price Limitation will increase by \$492,005 for a new Total Price Limitation of \$1,669,301.41, effective upon Governor and Council approval through the original completion date of June 30, 2024.

A copy of this letter will accompany DoIT's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2018-133B

cc: Todd Allen, IT Manager

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 I3-IMAGESOFT, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 14, 2021. 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: 860389

Certificate Number: 0006131273



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 February A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed area.

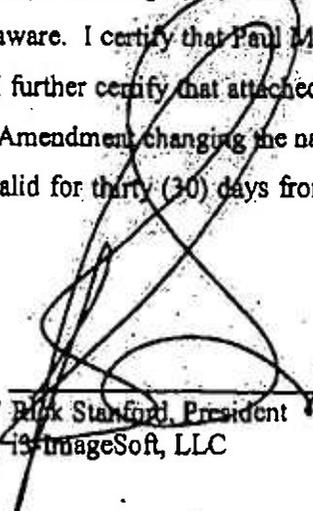
David M. Scanlan
Secretary of State

Certificate of Authority
i3-ImageSoft, LLC

I, Rick Stanford, hereby certify that I am the President of i3-ImageSoft, LLC, a limited liability company ("LLC") under Chapter 18 of the Laws of Delaware. I certify that Paul Maple is authorized to bind the LLC as its Secretary and General Counsel. I further certify that attached is a true copy of the Operating Agreement of the LLC and the Articles of Amendment changing the name of the LLC to i3-ImageSoft, LLC. This authorization shall remain valid for thirty (30) days from the date of this Certificate.

DATED: 02.27.2023

ATTEST:



Rick Stanford, President
i3-ImageSoft, LLC

**LIMITED LIABILITY COMPANY AGREEMENT
OF
i3-PACMAN, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is entered into this 15 day of May, 2019, by i3 Verticals, LLC (the "Member"), who hereby forms i3-Pacman, LLC (the "Company"), a Delaware limited liability company, pursuant to the Delaware Limited Liability Company Act (the "Act").

WHEREAS, the Company was formed as a limited liability company by filing a Certificate of Formation (as amended, restated, supplemented or otherwise modified from time to time, the "Certificate of Formation") with the office of the Secretary of State of the State of Delaware on May 15, 2019, in accordance with the Act; and

NOW, THEREFORE, the Member wishes to enter into the Operating Agreement upon the following terms and conditions:

**ARTICLE I
NAME; REGISTERED AGENT AND ADDRESS; AND PLACE OF BUSINESS**

The name of the Company is i3 Pacman, LLC. The Company's registered agent is National Registered Agents, Inc. and the street address of such initial registered agent is 160 Greentree Drive, Suite 101 City of Dover, County of Kent, Delaware 19904. The principal office of the Company, and such additional offices as the Member may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Member may designate from time to time.

**ARTICLE II
PURPOSE, POWERS, AND TERM OF COMPANY**

2.1 Purpose and Powers of the Company. The Company is organized for the purpose of engaging in any lawful activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company contemplated by this Agreement.

2.2 Term of the Company. The term of the Company shall commence on the date the Certificate of Formation of the Company is filed with the Secretary of State of the State of Delaware in accordance with the provisions of the Act and shall continue in perpetual existence unless and until dissolved and terminated pursuant to this Agreement.

2.3 Applicable Law. Regardless of the place where this Agreement may be executed by the Member, this Agreement, the rights and obligations of the Member, and any claims and disputes relating thereto, shall be subject to and governed by the Act and the other laws of the

State of Delaware as applied to agreements among Delaware residents to be entered into and performed entirely within the State of Delaware, and such laws shall govern the limited liability company aspects of this Agreement.

ARTICLE III CAPITAL CONTRIBUTION

3.1 *Capital Contribution by Member; Initial Issuance of Units:* Upon the formation of the Company, the Member shall make a capital contribution to the capital of the Company in the amount of cash, or of the property in-kind, or both, set forth opposite such Member's name on Schedule A attached hereto. The Company shall thereupon issue to the Member the limited liability company interest (expressed as a number and class of "Units") so subscribed and contributed for.

3.2 *No Interest; No Return of Capital.* Capital contributions to the Company shall not earn interest, except as otherwise expressly provided for in this Agreement. Except as otherwise provided in this Agreement, the Member shall not have the right to withdraw, or to receive a return of, a capital contribution or any portion thereof.

ARTICLE IV TAX CHARACTERIZATION AND RETURNS

4.1 *Tax Characterization.* The Member acknowledges that at all times that two or more persons or entities hold equity interests in the Company for federal income tax purposes (i) it is the intention of the Company to be treated as a "partnership" for federal tax and all relevant state and local income tax purposes, (ii) the Company will be treated as a "partnership" for federal tax and all relevant state and local income tax purposes and (iii) the Company shall make all available and necessary elections to be so treated pursuant to Section 301.7701-3 of the Treasury Regulations and corresponding state and local income tax provisions. Until such time, however, (i) it is the intention of the Member that the Company be disregarded for federal and all relevant state and local income tax purposes only, (ii) the activities of the Company be deemed to be activities of the Member for such federal tax and state and local income tax purposes and (iii) the Company and its activities be regarded and respected for all other state and local tax purposes. All provisions of the Company's Certificate of Formation and this Agreement are to be so construed so as to preserve that tax status under those circumstances.

4.2 *Returns.* In the event that the Company is treated as a partnership for income tax purposes in accordance with Section 4.1 hereof, then within ninety (90) days after the end of each fiscal year, the Member will cause to be delivered to each person who was a member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each member's federal, state, or local income tax (or information) returns, including a statement showing each member's share of income, gain or loss, and credits for the fiscal year.

**ARTICLE V.
MANAGEMENT OF THE COMPANY**

5.1 *In General.* The management of the Company shall be vested in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. The Member shall be authorized to execute in the Company's name any instrument for apparently carrying on in the usual way of business of the Company.

5.2 *Voting of Units.* A Unit is entitled to be voted only if it is owned by a Member and each such Unit shall be entitled to one vote. Neither an assignee nor a transferee may vote a Unit unless such assignee or transferee is a Member.

**ARTICLE VI
TRANSFERS OF THE MEMBER'S UNITS**

The Member may transfer to any person or persons, at any time and from time to time, any or all of its Units.

**ARTICLE VII
AMENDMENT OF AGREEMENT**

This Agreement may be amended only in a writing signed by the Member.

**ARTICLE VIII
DISTRIBUTIONS**

8.1 *In General.* At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it which is neither reasonably necessary for the operation of the Company nor otherwise in violation of the Act.

8.2 *Distributions Upon Dissolution.* Upon the occurrence of an event set forth in Article IX hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by the Act, the remaining funds of the Company.

**ARTICLE IX
DISSOLUTION**

The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member(s), or (b) an event of dissolution of the Company under the Act; provided, however, that ninety (90) days following any event terminating the continued membership of the Member(s), if the personal representative of the Member(s) agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member(s), then the Company shall not be dissolved and its affairs shall not be wound up.

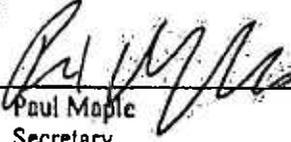
**ARTICLE X
LIABILITY**

The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

IN WITNESS WHEREOF, the Member has executed and delivered this Agreement the day and year first above written.

13 VERTICALS, LLC, sole member

By: _____


Paul Maple
Secretary

**ACTION TAKEN ON WRITTEN CONSENT OF
THE SOLE MEMBER OF EACH**

of

**CP-DBS, LLC,
CP-PS, LLC,
FAIRWAY PAYMENTS, LLC,
i3-AERO, LLC
i3-AXIA, LLC,
i3-BEARCAT, LLC,
i3-CSC, LLC,
i3-EMS, LLC,
i3-INFIN, LLC,
i3-MPN, LLC,
i3-PBS, LLC,
i3-RANDALL, LLC,
i3-SPLASH, LLC,
MONETRA TECHNOLOGIES, LLC,
i3 MSI CONSULTING, LLC
i3-ONE, LLC,
i3-SSI, LLC,
i3-IMAGESOFT, LLC
i3-BIS, LLC
i3-MILESTONE, LLC
i3 HEALTHCARE SOLUTIONS, LLC**

December 1, 2022

i3 Verticals, LLC, being the sole member (the "*Sole Member*") of each of CP-DBS, LLC, CP-PS, LLC, Fairway Payments, LLC, i3-Aero, LLC, i3-Axia, LLC, i3-Bearcat, LLC, i3-CSC, LLC, i3-EMS, LLC, i3-Infin, LLC, i3-MPN, LLC, i3-PBS, LLC, i3-Randall, LLC, i3-Splash, LLC, Monetra Technologies, LLC, i3 MSI Consulting, LLC, i3-One, LLC, i3-SSI, LLC, i3-ImageSoft, LLC, i3-BIS, LLC, i3-Milestone, LLC and i3 Healthcare Solutions, LLC (collectively, the "*Subsidiaries*"), for the purpose of taking action without a meeting, does hereby waive all requirements of notice and consents to and adopts the following resolutions by this Action Taken on Written Consent (this "*Consent*") as though such resolutions had been adopted at a duly convened meeting and directs that this Consent be filed with the minutes of each of the Subsidiaries.

Appointment of Officers

WHEREAS, the Sole Member wishes to appoint and designate certain officers of each of the Subsidiaries.

NOW, THEREFORE, BE IT RESOLVED, that the Sole Member, as the sole member of each of the Subsidiaries, hereby appoints and designates the following persons as officers of each of the Subsidiaries:

<u>Name</u>	<u>Position</u>
Gregory Daily	Chief Executive Officer
Clay Whitson	Chief Financial Officer
Rick Stanford	President
Geoff Smith	SVP-Finance
Paul Christians	Chief Operating Officer
Paul Maple	General Counsel and Secretary

General Authorizing Resolutions

FURTHER RESOLVED, that the officers of the Subsidiaries be, and they hereby are, authorized, empowered and directed in the name and on behalf of the Subsidiaries to take or cause to be taken all such further actions and to execute, amend, deliver and/or file or cause to be executed, amended, delivered and/or filed all such further agreements, instruments and documents in the name and on behalf of the Subsidiaries and to incur all such fees and expenses as in their judgment shall be necessary or advisable in order to carry out fully the intent and purpose of the preceding resolutions; and

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by such officers, or any of them, in connection with matters to which the preceding resolutions relate, are hereby ratified, confirmed and approved in all respects as the acts of the Sole Member.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above, for the purposes of evidencing its consent to (i) the taking of the foregoing actions without a meeting and (ii) its affirmative vote in favor of taking the foregoing actions.

SOLE MEMBER:

B VERTICALS, LLC

By: 

Name: Paul Maple

Title: General Counsel and Secretary

13-PACMAN, LLC

SCHEDULE A

Member's Name and Address	No. of Units	Cash Contributed or Fair Value of Property Contributed
i3 Verticals, LLC c/o Gregory S. Daily 40 Burton Hills Boulevard Suite 415 Nashville, TN 37215	100	\$100.00
	<u>100</u>	<u>\$100.00</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2023

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext.): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		
INSURER A: National Fire Insurance Company of Hartford		NAIC # 20478
INSURER B: Valley Forge Insurance Company		NAIC # 20508
INSURER C: Continental Insurance Company		NAIC # 35289
INSURER D: American Casualty Company of Reading Penna		NAIC # 20427
INSURER E: AIG Specialty Insurance Company		NAIC # 26893
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W28073736 **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	ADOL SUBR ERD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		6079506577	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		6079506563	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6079506613	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6079506594	10/31/2022	10/31/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Professional E&O Liability		01-720-28-75	10/31/2022	10/31/2023	Limit \$5,000,000 Retention \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #2018-133

CERTIFICATE HOLDER State of NH, Department of Information Technology ATTN: Chief Information Officer 27 Essex Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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/doi

602 m/c

Denis Goulet
 Commissioner

May 9, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology-(DoIT), on behalf of the Department of Labor (DOL), to enter into a contract amendment with ImageSoft Inc., 25900 W. 11 Mile Rd, Suite 100, Southfield, MI 48034 (Vendor #310931), increasing the Price Limitation by \$609,080, from \$568,216.41 to \$1,177,296.41, with no change to the contract end date, for additional design, development, and implementation services to the DOL's Electronic Document Management System (EDMS), effective upon Governor and Executive Council approval through June 30, 2024. The original contract was approved by the Governor and Executive Council on May 6, 2020, Item #72.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the DOL to reimburse DoIT is 100% Other Funds.

Funding is available in the following account for SFY 2022 and 2023, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#- ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 2022	SFY 2023	Total
01-03-03-030010-76260000 - DoIT -IT for DOL 046-500465 IT Consult-Non-Benefit	03260017	\$305,640.00	\$303,440.00	\$609,080.00

EXPLANATION

The Department of Labor (DOL) requests approval to modify contract 2018-133 with ImageSoft Inc. to leverage the existing working relationship in the modernization of DOL's business processes and infrastructure. Specifically, this modification will allow for the provision of additional design, development, and implementation services related to the enhancement or replacement of core components of the Department's relational database currently residing on the aging, on-premise IBM AS400 Power Server solution with Hyland's WorkView relational database solution and their OnBase Electronic Document Management System (EDMS).

The Department of Information Technology and the Department of Labor respectfully request the approval of this contract modification.

Respectfully submitted,



Denis Goulet
DoIT Commissioner



Ken Merrifield
Department of Labor Commissioner

DG/ik
DoIT #2018-133A
RID: 69219

MAY 26 '22 PM 3:00 RCVD



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2022

Ken Merrifield, Commissioner
Department of Labor
State of New Hampshire
95 Pleasant Street
Concord, NH 03301

Dear Commissioner Merrifield:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with ImageSoft, Inc., of Southfield, MI, as described below and referenced as DoIT No. 2018-133A.

This amendment will allow for the provision of additional design, development, and implementation services related to the enhancement or replacement of core components of the Department's relational database currently residing on the aging on-premise IBM Power Server (aka AS400) solution with Hyland's relational database solution called WorkView and their Electronic Document Management System (EDMS) called OnBase.

The contract Price Limitation will increase by \$609,080, from \$568,216.41 to \$1,177,296.41, with no change to the contract end date and shall be effective upon Governor and Executive Council approval through June 30, 2024.

A copy of this letter will accompany DoIT's submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik
DoIT #2018-133A

cc: Todd Allen, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
 Department of Information Technology - DOL
 EDMS Upgrade
 2018-133
 CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract #2018-133, on May 6, 2020, Item #72, (herein after referred to as the "Agreement"), ImageSoft Inc., (hereinafter referred to as "Vendor" or "ImageSoft") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

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

WHEREAS, the i3-ImageSoft, LLC, assignee of ImageSoft, Inc. ("Vendor" or "ImageSoft"), and the Department have agreed to amend the Agreement to allow for the provision of additional design, development, and implementation services related to the enhancement or replacement of core components of the Department's relational database and electronic document management systems, inclusive of migrating current AS400 applications;

WHEREAS, the Vendor, in accordance with Part 2 Section 9 of the Agreement, will provide the Department with change orders for review/approval in advance of initiating additional design, development and implementation services;

WHEREAS, payment for the provision of additional design, development and implementation services shall be made upon Departmental approval of milestones or defined deliverables as set forth in any related Change Order in accordance with Section 3 of Exhibit B of the Agreement;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$609,080 to bring the total contract price to \$1,177,296.41.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$609,080 from \$568,216.41 to \$1,177,296.41.

Table 1 CONTRACT HISTORY 2018-133 - EDMS Upgrade

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-133	Original Contract	May 6, 2020 Item #72	June 30, 2024	\$568,216.41
CONTRACT TOTAL				\$1,177,296.41

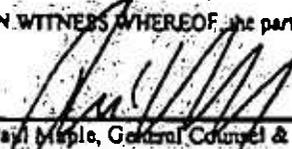
Initial all pages
 Vendor Initials PM

Date 5.3.22

STATE OF NEW HAMPSHIRE
Department of Information Technology - DOL
EDMS Upgrade
2018-133
CONTRACT AMENDMENT 1

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

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



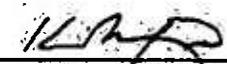
Paul Maple, General Counsel & Secretary
iManageSoft, LLC

Date: 5-3-22

State of New Hampshire


Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Date: 5/18/22



Ken Merrifield, Commissioner
State of New Hampshire
Department of Labor

Date: 5/16/22

Initial all pages
Vendor Initials PM Date 5-3-22

STATE OF NEW HAMPSHIRE
Department of Information Technology - DOI
EDMS Upgrade
2018-133
CONTRACT AMENDMENT I

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

Approved by the Attorney General

1st Stanis M. Mason
State of New Hampshire, Department of Justice

Date: 05/20/2022

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Initial all pages
Vendor Initials SM

Date 5-3-22

Page 3 of 3

Amendment template revision 11/28/18

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 I3-IMAGESOFT, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 14, 2021. 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: 860389

Certificate Number: 0005768220



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 April A.D. 2022.

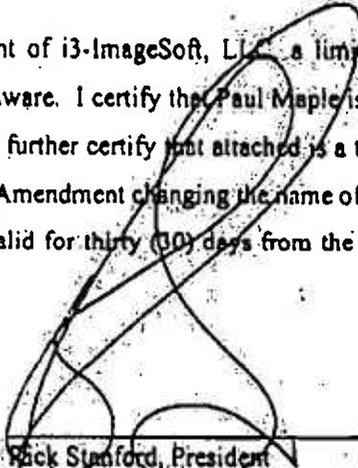
A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority
i3-ImageSoft, LLC

I, Rick Stanford, hereby certify that I am the President of i3-ImageSoft, LLC, a limited liability company ("LLC") under Chapter 18 of the Laws of Delaware. I certify that Paul Maple is authorized to bind the LLC as its Secretary and General Counsel. I further certify that attached is a true copy of the Operating Agreement of the LLC and the Articles of Amendment changing the name of the LLC to i3-ImageSoft, LLC. This authorization shall remain valid for thirty (30) days from the date of this Certificate.

DATED: 5-18-22

ATTEST: 
Rick Stanford, President
i3-ImageSoft, LLC

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF 'I3-PACMAN, LLC', CHANGING ITS NAME FROM "I3-PACMAN, LLC" TO "I3-IMAGESOFT, LLC", FILED IN THIS OFFICE ON THE FOURTH DAY OF NOVEMBER, A.D. 2020, AT 11:38 O'CLOCK A.M.



7420280 8100
SR# 20208208523

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204013310
Date: 11-05-20


Jeffrey W. Bullock, Secretary of State

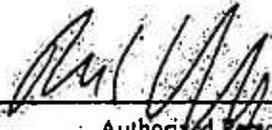
State of Delaware
Secretary of State
Division of Corporations
Delivered 11:38 AM 11/04/2020
FILED 11:38 AM 11/04/2020
SR 20200208533 - File Number 7420180

STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: ij-Pacman, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

1. The name of the limited liability company is ij-ImageSoft, LLC (the "Company").

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 4th day of November, A.D. 2020.

By: 
Authorized Person(s)

Name: Paul Maple
Print or Type

**LIMITED LIABILITY COMPANY AGREEMENT
OF
i3-PACMAN, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is entered into this 5 day of May, 2019, by i3 Verticals, LLC (the "Member"), who hereby forms i3-Pacman, LLC (the "Company"), a Delaware limited liability company, pursuant to the Delaware Limited Liability Company Act (the "Act").

WHEREAS, the Company was formed as a limited liability company by filing a Certificate of Formation (as amended, restated, supplemented or otherwise modified from time to time, the "Certificate of Formation") with the office of the Secretary of State of the State of Delaware on May 5, 2019, in accordance with the Act; and

NOW, THEREFORE, the Member wishes to enter into the Operating Agreement upon the following terms and conditions:

ARTICLE I

NAME; REGISTERED AGENT AND ADDRESS; AND PLACE OF BUSINESS

The name of the Company is i3 Pacman, LLC. The Company's registered agent is National Registered Agents, Inc. and the street address of such initial registered agent is 160 Greentree Drive, Suite 101 City of Dover, County of Kent, Delaware 19904. The principal office of the Company, and such additional offices as the Member may determine to establish, shall be located at such place or places inside or outside the State of Delaware, as the Member may designate from time to time.

ARTICLE II

PURPOSE, POWERS, AND TERM OF COMPANY

2.1 Purpose and Powers of the Company. The Company is organized for the purpose of engaging in any lawful activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company contemplated by this Agreement.

2.2 Term of the Company. The term of the Company shall commence on the date the Certificate of Formation of the Company is filed with the Secretary of State of the State of Delaware in accordance with the provisions of the Act and shall continue in perpetual existence unless and until dissolved and terminated pursuant to this Agreement.

2.3 Applicable Law. Regardless of the place where this Agreement may be executed by the Member, this Agreement, the rights and obligations of the Member, and any claims and disputes relating thereto, shall be subject to and governed by the Act and the other laws of the

State of Delaware as applied to agreements among Delaware residents to be entered into and performed entirely within the State of Delaware, and such laws shall govern the limited liability company aspects of this Agreement.

ARTICLE III CAPITAL CONTRIBUTION

3.1 *Capital Contribution by Member; Initial Issuance of Units.* Upon the formation of the Company, the Member shall make a capital contribution to the capital of the Company in the amount of cash, or of the property in-kind, or both, set forth opposite such Member's name on Schedule A attached hereto. The Company shall thereupon issue to the Member the limited liability company interest (expressed as a number and class of "Units") so subscribed and contributed for.

3.2 *No Interest; No Return of Capital.* Capital contributions to the Company shall not earn interest, except as otherwise expressly provided for in this Agreement. Except as otherwise provided in this Agreement, the Member shall not have the right to withdraw, or to receive a return of, a capital contribution or any portion thereof.

ARTICLE IV TAX CHARACTERIZATION AND RETURNS

4.1 *Tax Characterization.* The Member acknowledges that at all times that two or more persons or entities hold equity interests in the Company for federal income tax purposes (i) it is the intention of the Company to be treated as a "partnership" for federal tax and all relevant state and local income tax purposes, (ii) the Company will be treated as a "partnership" for federal tax and all relevant state and local income tax purposes and (iii) the Company shall make all available and necessary elections to be so treated pursuant to Section 301.7701-3 of the Treasury Regulations and corresponding state and local income tax provisions. Until such time, however, (i) it is the intention of the Member that the Company be disregarded for federal and all relevant state and local income tax purposes only, (ii) the activities of the Company be deemed to be activities of the Member for such federal tax and state and local income tax purposes and (iii) the Company and its activities be regarded and respected for all other state and local tax purposes. All provisions of the Company's Certificate of Formation and this Agreement are to be so construed so as to preserve that tax status under those circumstances.

4.2 *Returns.* In the event that the Company is treated as a partnership for income tax purposes in accordance with Section 4.1 hereof, then within ninety (90) days after the end of each fiscal year, the Member will cause to be delivered to each person who was a member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each member's federal, state, or local income tax (or information) returns, including a statement showing each member's share of income, gain or loss, and credits for the fiscal year.

**ARTICLE V
MANAGEMENT OF THE COMPANY**

5.1 *In General.* The management of the Company shall be vested in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. The Member shall be authorized to execute in the Company's name any instrument for apparently carrying on in the usual way of business of the Company.

5.2 *Voting of Units.* A Unit is entitled to be voted only if it is owned by a Member and each such Unit shall be entitled to one vote. Neither an assignee nor a transferee may vote a Unit unless such assignee or transferee is a Member.

**ARTICLE VI
TRANSFERS OF THE MEMBER'S UNITS**

The Member may transfer to any person or persons, at any time and from time to time, any or all of its Units.

**ARTICLE VII
AMENDMENT OF AGREEMENT**

This Agreement may be amended only in a writing signed by the Member.

**ARTICLE VIII
DISTRIBUTIONS**

8.1 *In General.* At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it which is neither reasonably necessary for the operation of the Company nor otherwise in violation of the Act.

8.2 *Distributions Upon Dissolution.* Upon the occurrence of an event set forth in Article IX hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by the Act, the remaining funds of the Company.

**ARTICLE IX
DISSOLUTION**

The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member(s), or (b) an event of dissolution of the Company under the Act; provided, however, that ninety (90) days following any event terminating the continued membership of the Member(s), if the personal representative of the Member(s) agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member(s), then the Company shall not be dissolved and its affairs shall not be wound up.

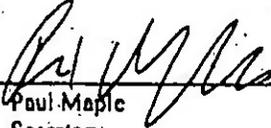
**ARTICLE X
LIABILITY**

The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

IN WITNESS WHEREOF, the Member has executed and delivered this Agreement the day and year first above written.

13 VERTICALS, LLC, sole member

By: _____


Paul Maple
Secretary

13-PACMAN, LLC

SCHEDULE A

Member's Name and Address	No. of Units	Cash Contributed or Fair Value of Property Contributed
i3 Verticals, LLC c/o Gregory S. Daily 40 Burton Hills Boulevard Suite 415 Nashville, TN 37215	100	\$100.00
	<u>100</u>	<u>\$100.00</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2021

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (AC, TX, Em): 1-877-945-7378	FAX (AC, TX): 1-888-467-2378
	EMAIL: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER: National Fire Insurance Company of Hartford	NAIC# 20478
	INSURER: Valley Forge Insurance Company	20508
	INSURER: Continental Insurance Company	35289
	INSURER: American Casualty Company of Reading Penna	20427
	INSURER: AIG Specialty Insurance Company	26883
	INSURER#:	

COVERAGES CERTIFICATE NUMBER: M22832491 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.

LINE	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6079506577	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6079506562	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000		6079506613	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MO) If yes, describe under DESCRIPTION OF OPERATIONS/LOCATIONS	Y/N	N/A	6079506594	10/31/2021	10/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EA, EACH ACCIDENT \$ 1,000,000 EA, DISEASE - EA EMPLOYEE \$ 1,000,000 EA, DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Professional E&O Liability		018413712	10/31/2021	10/31/2022	Limit \$3,000,000 Retention \$500,000	

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

CERTIFICATE HOLDER State of New Hampshire DOL 88 Pleasant St Concord, NH 03301-3853	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Denis Coulet
Commissioner

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

March 10, 2020

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Labor (DoL), to enter into a contract with ImageSoft Inc., 25900 W. 11 Mile Rd, Suite 100, Southfield, MI 48034 (Vendor #310931), in the amount of \$568,216.41 for integration professional services related to replacing the existing electronic document management system, with the option to renew for up to four (4) additional years, effective upon Governor and Executive Council approval through June 30, 2024.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the DoL to reimburse DoIT is 100% Other Funds derived from the Workers' Compensation Insurance Assessments and the Inspection Fees-Certificates-Licenses fund.

Funds are available in the following account(s) for SFY 2020 and 2021 and anticipated to be available in SFY 2022 through SFY 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #-DEPT NAME- AGENCY NAME-ACCOUNTING UNIT NAME_CLASS-OBJECT-DESC	Activity Code	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	Total
01-03-03-030010-76260000 - DoIT -IT for DOL 046-500463 IT Consult-Non-Benefit	03260017	\$461,996.41	\$26,555.00	\$26,555.00	\$26,555.00	\$26,555.00	\$568,216.41

72

60

EXPLANATION

This contract will provide a new, modern Electronic Document Management System (EDMS) with up to date security for data protection. The new system will be flexible and configurable requiring minimal customization to accommodate the NHDOL's current and future business process workflows, reporting requirements, and interfaces. This system will play a major role in the modernization of all business processes at Labor.

The overall goals of the new system are to:

- Provide enhanced security minimizing vulnerabilities.
- Provide enhanced tracking and monitoring of business process functions to enable acute awareness reporting on service performance.
- Provide improved efficiency and effectiveness to NHDOL's business processes.
- Provide improved quality, consistency, and accessibility of information to State resources.
- Provide document and data retention procedures to store and maintain only that which is required.
- Provide long-term sustainability to all the above.

This contract is the result of an RFI released in the spring of 2018 and a competitive RFP solicitation under RFP 2018-133 DOL EDMS Upgrade issued on March 22, 2019. The scoring committee consisted of (5) five state employees, each with expertise in the RFP review process and expertise in the required areas.

The State received nine (9) proposals to their 2018-133 DOL EDMS Upgrade RFP. The State executed a preliminary evaluation to narrow the field to those meeting a minimal threshold based on vendor and staffing qualifications, technical services and functionality. The preliminary evaluation narrowed the field to four (4) finalist. As part of the final evaluation round, the four finalists were invited to present their proposals and respond to State questions. During the final evaluation round, the NHDOL determined their preference for a cloud or off-premise hosting environment and with the vendor presentations gained additional knowledge on desired system modules and license requirements. Cost was an additional scoring factor during the final evaluation round. The attached documents provide an outline of the preliminary and final rounds of evaluation and scoring. The scoring team determined ImageSoft, Inc., having receiving the highest overall final score, is the vendor providing the best fit and value to the State at the lowest cost.

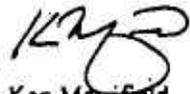
His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 3

The Department of Information Technology and the Department of Labor recommend
ImageSoft Inc, be awarded this contract.

Respectfully submitted,



Denis Goulet
DoIT Commissioner



Ken Merrifield
Department of Labor Commissioner

DG/ik
DoIT #2018-133
RJD: 49405

PROPOSAL FINAL EVALUATION SUMMARY
DOL RFP 2018-133 EDMS Upgrade

The State used a scoring scale of 100 points in its FINAL scoring. Points were distributed among five (5) factors:

- 30 points - Software Functionality
- 25 points - Vendor's Technical, Service and Project Management Experience
- 10 points - Vendor Company Qualifications
- 10 points - Staffing Qualifications
- 25 points - Solution Cost
- 75 points - Total Possible Score.

Vendor Name	Software Functionality (30 Points)	Vendor's Technical, Service and Project Management Experience (25 Points)	Vendor Company Qualifications (10 Points)	Staffing Qualifications (10 Points)	Solution Cost (25 Points)	TOTAL POINTS 100 Max Points
LaserFiche	27.66	22.92	6.70	5.70	22.23	85.21
Conway Technology Group	29.19	24.23	7.70	7.70	13.74	82.56
ImageSoft	30.00	25.00	8.30	10.00	21.08	84.38
Konica Minolta	28.45	22.76	8.30	9.10	25.00	93.61

Reviewer	Job Classification
Ken Merrifield	Commissioner, NH Department of Labor
Rudolph Ogden	Deputy Commissioner, NH Department of Labor
Jeff Silver	Business Systems Analyst, NH Department of Labor
Susan Borders	Systems Development Specialist, NH Department of Information Technology
Joseph Nadeau	IT Lead at Labor, NH Department of Information Technology

PROPOSAL PRELIMINARY EVALUATION SUMMARY
DOL RFP 2018-133 EDMS Upgrade

The State used a scoring scale of 75 points in preliminary scoring. The preliminary evaluation was strictly to determine solutions meeting a threshold of requirements. Cost was not a factor in this preliminary evaluation. Points were distributed among four (4) factors with sixty points being threshold to move on to the FINAL evaluation round:

- 30 points - Software Functionality
- 25 points - Vendor's Technical, Service and Project Management Experience
- 10 points - Vendor Company Qualifications
- 10 points - Staffing Qualifications
- 75 points - Total Possible Score.

Vendor Name	Software Functionality (30 Points)	Vendor's Technical, Service and Project Management Experience (25 Points)	Vendor Company Qualifications (10 Points)	Staffing Qualifications (10 Points)	TOTAL POINTS 75 Max Points
MultiProcess Computer	9.0	5.0	5.7	4.0	23.7
LeontFiche	28.5	20.0	6.7	5.7	60.9
Toch Mahindra	24.0	0.0	8.7	5.7	38.4
SigalDow Americas	7.5	3.0	2.3	6.6	19.4
Coaway Technology Group	29.0	25.0	7.7	7.7	69.4
ImageSoft	30.0	25.0	8.3	10.0	73.3
Armedia	23.0	15.0	8.3	9.7	56.0
Kosken Minolta	30.0	25.0	8.3	9.1	72.4
Stellar	14.0	0.0	8.7	7.7	30.4

Reviewer	Job Classification
Ken Merrifield	Commissioner, NH Department of Labor
Rudolph Ogden	Deputy Commissioner, NH Department of Labor
Jeff Silver	Business Systems Analyst, NH Department of Labor
Susan Borders	Systems Development Specialist, NH Department of Information Technology
Joseph Nadeau	IT Lead at Labor, NH Department of Information Technology



Denis Goulet
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/doi

March 10, 2020

Ken Merrifield, Commissioner
Department of Labor
State of New Hampshire
95 Pleasant Street
Concord, NH 03301

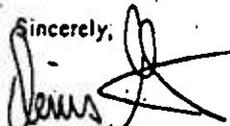
Dear Commissioner Merrifield:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with ImageSoft, Inc., of Southfield, MI, as described below and referenced as DoIT No. 2018-133.

This contract will provide a new, modern Electronic Document Management System (EDMS) with up to date security for data protection. The new system will be flexible and configurable requiring minimal customization to accommodate the NHDOL's current and future business process workflows, reporting requirements, and interfaces. This system will play a major role in the modernization of all business processes at Labor.

The contract amount is \$568,216.41 and shall be effective upon Governor and Executive Council approval through June 30, 2024, with an option to renew for up to four additional years.

A copy of this letter will accompany DoIT's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2018-133

cc: Joseph Nadeau, IT Manager, DoIT

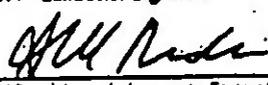
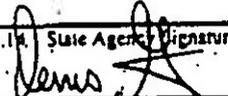
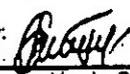
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology on behalf of NH Department of Labor		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name ImageSoft, Inc.		1.4 Contractor Address 25900 W. 11 Mile Rd, Suite 100, Southfield, MI 48034	
1.5 Contractor Phone Number 248-948-8100	1.6 Account Number 01-03-03-030010-76260000 046-500465	1.7 Completion Date 06/30/2024	1.8 Price Limitation \$568,216.41
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number 603:223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean Bode, President and Product Visionary	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: 3/11/2020 Denis Goulet, Commissioner & CIO	
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:  On: 3/17/2020			
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

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, analytics, 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.

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.

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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 Test 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
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
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	Part 1, 2, and 3. The documentation consisting of both the General Provisions, Information Technology 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

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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, Information Technology Provisions, 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 Information Technology Provisions, Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under 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.
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 - <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written</i>

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	<p><i>Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><i>Class B Deficiency - Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><i>Class C Deficiency - Software</i> - minimal, cosmetic in nature, minimal effect on System, low-priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
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 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	Certification that guarantees the unaltered state of a file, also known as "code signing."
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.
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.

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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 the Contractor as essential to work on the Project.
Licenses	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-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours - 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to 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.

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Operating System	The software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
Operational	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.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
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.
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
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.

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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.
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
SYF	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
We 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.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.

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Specifications	The written provisions 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 Information Technology 27 Hazen Drive Concord, New Hampshire 03301 Acting by/on behalf of: New Hampshire Department of Labor 95 Pleasant Street Concord, New Hampshire 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and 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	All data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
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).

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Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
T&D	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	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
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 State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

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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.

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INTRODUCTION

This Contract is between the State of New Hampshire Department of Information Technology, by and on behalf of the State of New Hampshire Department of Labor ("State"), and ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 W. 11 Mile Rd, Suite 100 Southfield, MI 48034 ("ImageSoft").

RECITALS

Whereas the State desires to have ImageSoft provide for the installation, configuration, document/data conversion, testing, and training of a new OnBase Electronic Document Management System ("EDMS"); and

Whereas ImageSoft wishes to provide for the installation, configuration, document/data conversion, testing, and training of a new OnBase Electronic Document Management System ("EDMS") for the State

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-133) 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 Agreement
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments

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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. Part 1, P-37, General Provisions of State of New Hampshire, Contract Agreement 2018-133.
- b. Part 2, Information Technology Provisions of State of New Hampshire, Contract Agreement 2018-133.
- c. Part 3, Exhibits of State of New Hampshire, Contract Agreement 2018-133.
- d. State of New Hampshire, DOL RFP 2018-133.
- e. Vendor Proposal Response to RFP 2018-133 dated May 15th 2019

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 for four (4) years through June 30th 2024 ("Initial Term"). The Initial Term may be extended up to four (4) additional years ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for the Extended Term.

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

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in Part 1, P37, General Provisions, Section 5 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. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

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4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Scott D. Bode
President
25900 W. 11 Mile Road, Suite 100
Southfield, MI 48034
Tel: 248-948-8100; 200
Email: sbode@imgessoftinc.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

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

4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project

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Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Information Technology Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement Information Technology Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5 CONTRACTOR Project Manager is:

Chandra Balakrishnan
Sr. Project Manager
1121 Situs Court, Suite 140
Raleigh, NC, 27606
Tel: 248-948-8100 x 286, Mobile: 847-275-3861
Email: cbalakrishnan@imageofinc.com

4.3 CONTRACTOR KEY PROJECT STAFF

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

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the

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Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- Information Technology Provisions, Section 4.6: *Reference and Background Checks*.

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

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

The Contractor's Key Project Staff:

Key Member(s)	Title
Tim O'Neill	Solution Architect
Ryan Adams	Sr. System Engineer
Ian Andrew	System Engineer
Grant Goodman	System Engineer

4.4 STATE CONTRACT MANAGER

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

Rudolph W. Ogden III
Deputy Commissioner - New Hampshire Department of Labor
95 Pleasant Street Concord NH 03301
603 271 8496
rudolph.ogden@dol.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 Contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

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The State Project Manager is:

Joseph Nadeau
Information Technology Manager
Department of Information Technology
(603)271-6872
JOSEPH.A.NADEAU@DOIT.NH.GOV

4.6 REFERENCE AND BACKGROUND CHECKS

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

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

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit I: *Software Agreement*.

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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The Contractor 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

The Contractor 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

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

8. WORK PLAN DELIVERABLE

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

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

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

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

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

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Notwithstanding anything to the contrary, after providing Contractor with written notice describing the reason for dissatisfaction and providing an opportunity to cure of not less than 30 days 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 the Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

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

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

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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 demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

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

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

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

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

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

11.2 STATE CONFIDENTIAL INFORMATION

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

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11.3 CONTRACTOR CONFIDENTIAL INFORMATION

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

11.4 SURVIVAL

This Contract Agreement 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 the Contractor shall not exceed the total Contract price set forth in Contract Agreement - P-37, General Provisions, Block 1.8.

12.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor'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 the Contractor's indemnification obligations set forth in the Contract Agreement - P-37, General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Information Technology Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

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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 the Contractor shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule where the cause is solely Contractor responsibility;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.

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

13.2 TERMINATION FOR CONVENIENCE

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

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

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4 TERMINATION PROCEDURE

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

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

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all

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outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

- d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State and fully paid for; and
- g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

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or assigns for such period of time as determined necessary by the State; or terminate the Contract for convenience as defined in Information Technology Provisions, Section 13.2.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Information Technology Provisions Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or terminating the Contract for convenience as defined in Information Technology Provisions Section 13.2.

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:

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Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
First	Chandra Balakrishnan Sr. Project Manager	Joseph Nadeau State Project Manager (PM)	5 Business Days
Second	Todd Westerman Team Lead	Ken Merrifield Labor Commissioner	10 Business Days
Third	Crystal Iverson Director of Professional Services	Dennis Goulet DolT Commissioner	15 Business Days

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

17 GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any Information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software strictly

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confidential, in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop.sync software) shall not be installed on any equipment.

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

17.2 EMAIL USE

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

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

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

17.5 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.

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 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 D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and Information Technology Provisions-Section 11: Use of State's Information, Confidentiality and Information Technology Provisions- Section 13: Termination which shall all survive the termination of the Contract.

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17.9 FORCE MAJEURE

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

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.

17.10 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 THE CONTRACTOR
SCOTT D. BADE
25900 W. 11 MILE ROAD, SUITE 100
SOUTHFIELD, MI 48034
TEL: (248) 948-8100; 200

TO STATE:
COMMISSIONER'S OFFICE
NH DEPARTMENT OF LABOR
95 PLEASANT STREET
CONCORD NH 03301
TEL: (603) 271 3176

17.11 DATA PROTECTION

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public State data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of

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protection and encryption for all non-public data shall be identified and made a part of this contract.

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

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

17.12. DATA LOCATION

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

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C.

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

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

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

17.14. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal State data within the possession or control of the Contractor.

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

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law NH RSA 359-C:19-C:20, all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$148 per record/person) in the most recent "Cost of a Data Breach Study: Global Overview" published by the Ponemon Institute at the time of the Data Breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all ((1) through (5)) subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

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

17.16. ACCESS TO SECURITY LOGS AND REPORTS

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

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT

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The Contractor shall ensure that an independent audit of the data centers used to store State data under this contract is performed at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19. ADVANCE NOTICE

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

17.20. SECURITY

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

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

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

17.22. IMPORT AND EXPORT OF DATA

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

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

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

17.24. RIGHT TO REMOVE INDIVIDUALS

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

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Problem Statement - NHDOL's existing electronic document management system is twenty years old and outdated. This outdated system with its twenty-year old security infrastructure poses a security risk in its function to store and manage millions of documents containing confidential and sensitive information. This outdated system lacks effective and efficient integration interfaces with the current State's enterprise office solutions and other commonly used technologies.

Project Overview

The general scope of the project is to provide for the installation, configuration, document/data conversion, testing, and training of a new OnBase Electronic Document Management System (EDMS). The new OnBase EDMS will provide secure storage and retrieval functionality for the State's documents and automated workflows to assist in managing these same documents as they move through the State's business processes.

Goals

The overall goals of the NHDOL's Electronic Document Management & Workflow Upgrade project include the following:

- Provide enhanced security minimizing vulnerabilities.
- Provide enhanced tracking and monitoring of business process functions to enable acute awareness reporting on service performance.
- Provide improved efficiency and effectiveness to NHDOL's business processes.
- Provide improved quality, consistency, and accessibility of information to State resources.
- Provide document and data retention procedures to store and maintain only that which is required.
- Provide long-term sustainability to all the above.

Project Overview

The general scope of the project is to provide a modern document management system with proper security for data protection. The solution shall be flexible and configurable requiring minimal customization to accommodate the NHDOL's current and future business process workflows, reporting requirements, and interfaces.

Statement of Work

This project will be a collaborative effort between the State and Contractor. The project will include the development of a strategy and execution to migrate existing documents and metadata from the current system to the new EDMS. The project shall include a security review and assessment to determine the how, when and who gets access to what documents and workflows within the new EDMS. The project shall include assistance and training on document retention and other functionalities procured and implemented. The project will include the redesign of the existing EDMS workflows providing better efficiency and effectiveness. The project will include training of State resources on using and maintaining the system along with ongoing Contractor support.

General Project Assumptions

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the

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project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine those used for the project. Training on these tools and templates shall 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, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls, to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below. 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 the Deliverables are set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

The contractor shall provide, within two (2) weeks of Governor and Council approval, an updated Deliverables, Milestones and Activities Schedule with delivery dates for State approval.

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

ACTIVITY	DELIVERABLE/MILESTONE	DELIVERABLE TYPE
1.1	Conduct Project Kickoff Meeting	Non-Software
1.2	Deliver Upgraded Project Plan	Written
1.3	Project Initiation Management Activities	Non-Software
2.1	Prepare for On-site Discovery	Non-Software
2.2	Conduct On-site Business Analysis and Discovery	Non-Software
2.3	Integration AD Analysis and Planning	Written
2.4	Integration IBM Analysis and Planning	Written
2.5	Security Analysis and Planning	Written
2.6	Infrastructure Analysis and Planning	Written
2.7	Document Retention Analysis and Planning (up to 25 Document types)	Written
2.8	Import Word Integration Strategy	Written
2.9	Solution Requirements (SRD) Creation and Delivery	Written

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ACTIVITY DELIVERABLES MILESTONE	DELIVERABLES
2.10	Conduct Internal Scope Review of SRD Written
2.11	Conduct Customer Review of SRD Written
2.12	Business Analysis and Design Project Management Activities Non-Software
Hyland Cloud Setup Support	
3.1	Support of NHDOL through: Hyland Cloud setup process Hyland Cloud Backfile Conversion Storage process Hyland Cloud Active Directory Federation Services Annual setup process. Hyland Cloud setup Project Management Activities Non-Software
Hyland OnBase Software Acquisition Support	
4.1	Support of NHDOL through: Hyland OnBase Software Acquisitions (see Table 1.) Software Listing) Hyland Onbase Software Acquisitions Project Management Activities Non-Software
TrueSign Software Acquisition	
5.1	TrueSign (Integrated Electronic Signature) Software
5.2	TrueSign (Integrated Electronic Signature) - 2020 Annual Maintenance Software
On-Site Discovery Phase	
6.1	On-Site Discovery Phase Identified Integration Services Non-Software
Build & Test Image for OnBase Configuration	
7.1	Server/Environment Validation on Customer Provided Hardware Software
7.2	OnBase Software Installation Software
7.3	Setup Security and Microsoft AD Integration Software
7.4	OnBase Configuration (Disk Groups, Doc Types, Keywords, Notes, X-Refs, etc) Software
7.5	Configure Document Import Processes (up to 2 processes) Software
7.6	Configure Foldering (up to 2 folder templates) Software
7.7	Configure Advanced Capture (up to 4 Templates) Software
7.8	Configure Document Retention (up to 3 retention categories) Software
7.9	Configure Integration for Microsoft Outlook Software
7.1	Configure Full Text Search Software
7.11	Configure Mobile Access for IPAD Software
7.12	Configure Mobile Access for IPHONE Software
7.13	Configure Reporting Dashboards (up to 3 Dashboards) Software
7.14	Configure Encrypted Disk Groups Software
7.15	Configure Encrypted Alpha Keywords Software

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ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
7.16 Configure Document Composition (up to 5 templates)	Software
7.17 External Autofill Keyword Set (SQL Query to IBM - 2 Queries)	Software
7.18 Configure Virtual Print Driver	Software
7.19 Configure TrueSign Licenses	Software
7.2 Build & Test Configurations Project Management Activities	Non-Software
Legacy System Integration	
8.1 Configure OnBase Application Enabler with Customer LOB Applications (up to 4 screens)	Software
8.2 Document Conversion (Work Packet)	Software
8.3 Legacy Archive Library Document Conversion	Software
8.4 Full Text Search Backfile Documents	Software
8.5 Legacy System Integration Project Management Activities	Non-Software
Workflow Development & Implementation	
9.1 Worker Comp Claims	Software
9.3 Wage & Hour Inspections including Wage Claims	Software
9.4 Boiler & Elevator (B&E)	Software
9.5 Workers Comp Coverage	Software
9.6 Safety	Software
9.7 Licensing	Software
9.8 General Correspondence	Software
9.9 Workflow Development & Implementation Project Management Activities	Non-Software
Document Capture	
10.1 Setup Scanners Setup and Perform Testing (up to 2 scanners)	Software
10.2 Create/Test OnBase Scan Queues (up to 6 queues)	Software
10.3 Document Capture Project Management Activities	Non-Software
Standard Documentation	
11.1 Create Technical Sys Admin Training Notes (~4-10 pages)	Written
11.2 Provide Standard OnBase Functional User Training Manuals with Customer Specific Modification (~8-10 pages)	Written
11.3 Provide Standard OnBase Workflow User Training Manuals with Customer Specific Modification (~10-15 pages)	Written
11.4 Standard Documentation Project Management Activities	Non-Software
System Testing	
12.1 Perform OnBase System & Integration Testing	Non-Software
12.2 System Testing Project Management Activities	Non-Software
Solution Training	
13.1 OnBase Functional and Scan Training (Unity Client)	Non-Software
13.2 Business Automation Training - Workflow	Non-Software
13.3 Conduct Solution Knowledge Transfer	Non-Software
13.4 Solution Training Project Management Activities	Non-Software
Sign-off, QA, and Ongoing Training Support	

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ACTIVITY	DELIVERABLE / MILESTONE	DELIVERABLE
14.1	Support NHDOL through: <ul style="list-style-type: none"> OnBase System Administration Certification Training setup OnBase Workflow Administration Certification Training setup Hyland Onbase Certification Training Setup Project Management Activities	Non-Software
14.2	Conduct User Acceptance Testing (UAT)	Non-Software
15.1	Assist with UAT Testing, UAT Training, and issue correction	Non-Software
15.2	UAT Project Management Activities	Non-Software
16.0	Production Release (Go-Live)	Non-Software
16.1	Create Test Environment	Non-Software
16.2	Promote System to Production	Non-Software
16.3	Onsite Co-Live Support	Non-Software
16.4	Post Co-Live Transition to Support	Non-Software
16.5	Production Rollout Project Management Activities	Non-Software
17.0	Warranty Period Completion	Non-Software
17.1	10% Holdback Payment Due	
18.0	FY21 Annual Sustainability Commitment	Non-Software
18.1	FY21 ImageSoft Annual Customer Care Fee	Non-Software
18.2	FY21 ImageSoft Annual TrueSign Maintenance Fee	Software
19.0	FY22 Annual Sustainability Commitment	Non-Software
19.1	FY22 ImageSoft Annual Customer Care Fee	Non-Software
19.2	FY22 ImageSoft Annual TrueSign Maintenance Fee	Software
20.0	FY23 Annual Sustainability Commitment	Non-Software
20.1	FY23 ImageSoft Annual Customer Care Fee	Non-Software
20.2	FY23 ImageSoft Annual TrueSign Maintenance Fee	Software
21.0	FY24 Annual Sustainability Commitment	Non-Software
21.1	FY24 ImageSoft Annual Customer Care Fee	Non-Software
21.2	FY24 ImageSoft Annual TrueSign Maintenance Fee	Software

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PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract for the period between the Effective Date through the Initial Term. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

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DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
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PRICE AND PAYMENT SCHEDULE

ACTIVITY DELIVERABLE MILESTONE	PAYMENT TRIGGER	COST	THRESHOLD BACKLOG	PAYMENT AMOUNT DUE
Planning and Bid/Prop Activities				
1.1 Conduct Project Kickoff Meeting	Completed Project Kickoff Meeting	\$1,435.20	\$143.52	\$1,291.68
1.2 Deliver Upgraded Project Plan	Delivery of upgraded Project Plan	\$1,435.20	\$143.52	\$1,291.68
1.3 Project Initiation Management Activities	Scheduling of Discovery Sessions	\$8,099.91	\$809.99	\$7,289.92
Business Analysis and Design				
2.1 Prepare for On-site Discovery	Delivery of Discovery Agenda	\$1,435.20	\$143.52	\$1,291.68
2.2 Conduct On-site Business Analysis and Discovery	Completion of on-site discovery sessions	\$8,611.20	\$861.12	\$7,750.08
2.3 Integration AD Analysis and Planning	Delivery of AD Strategy document. <i>This document we detail how the State's current Active Directory or any required changes to its structure will be leveraged to manage users within the system.</i>	\$2,152.80	\$215.28	\$1,937.52
2.4 Integration IBM Analysis and Planning	Delivery of IBM Integration Strategy document. <i>This document will outline the way(s) the OnBase system will be linked with the IDM system to allow for the exchange of meta-data from IBM to OnBase.</i>	\$4,305.60	\$430.56	\$3,875.04

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2.5	Security Analysis and Planning	Delivery of Security Strategy document. This document will detail the security configuration to be used within OnBase to determine how, when and who gets access to what documents and workflows within the system.	\$1,435.20	\$143.52	\$1,291.68
2.6	Infrastructure Analysis and Planning	Delivery of Infrastructure Strategy document. This document will detail all servers and their OnBase components used within each environment.	\$1,435.20	\$143.52	\$1,291.68
2.7	Document Retention Analysis and Planning (up to 25 Document types)	Delivery of Document Retention Strategy document. This document will detail the retention strategy being used for up to 25 document types as selected by NH DOL.	\$2,870.40	\$287.04	\$2,583.36
2.8	Import Word Integration Strategy	Delivery of Word Integration Strategy document. This document will detail strategies for the replacement and/or leverage of the existing VB.NET ImportWord module.	\$1,435.20	\$143.52	\$1,291.68
2.9	Solution Requirements (SRD) Creation and Delivery	Delivery of SRD document to customer	\$14,352.00	\$1,435.20	\$12,916.80
2.10	Conduct Internal Scope Review of SRD	Delivery of SRD document to customer	\$2,152.80	\$215.28	\$1,937.52

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2.11	Conduct Customer Review of SRD	Delivery of updated SRD document to customer	\$1,435.20	\$143.52	\$1,291.68
2.12	Business Analysis and Design Project Management Activities	Billed after Customer Review of SRD	\$5,199.94	\$539.99	\$4,859.95
	Hyland Cloud Setup Support				
3.1	Hyland Cloud Setup Project Management Activities	Hyland Cloud Setup Completed	\$899.99	\$90.00	\$809.99
	Hyland OnBase Software Acquisition Support				
4.1	Software Acquisitions Project Management Activities	Procurement of Hyland OnBase Software	\$899.99	\$90.00	\$809.99
	ImageSoft Software Acquisition				
5.1	TrueSign (Integrated Electronic Signature)	PO processed for ImageSoft modules/licenses	\$15,000.00	N/A	\$15,000.00
5.2	TrueSign (Integrated Electronic Signature) - 2020 Annual Maintenance	PO processed for ImageSoft modules/licenses	\$3,000.00	N/A	\$3,000.00
	On-Site Discovery Phase				
6.1	On-Site Discovery Phase Identified Integration Services	To Be Determined	\$120,000.00	N/A	\$120,000.00
	Build & Test ImageSoft/OnBase Configuration				
7.1	Server/Environment Validation on Customer Provided Hardware	Delivery of OnBase Product license configuration report	\$358.80	\$35.88	\$322.92
7.2	OnBase Software Installation	Delivery of OnBase Product license configuration report	\$2,152.80	\$215.28	\$1,937.52
7.3	Setup Security and Microsoft AD Integration	System is ready for system testing	\$1,435.20	\$143.52	\$1,291.68

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7.4	OnBase Configuration (Disk Groups, Doc Types, Keywords, Notes, X-Refs, etc)	System is ready for system testing	\$2,870.40	\$287.04	\$2,583.36
7.5	Configure Document Import Processes (up to 2 processes)	System is ready for system testing	\$2,152.80	\$215.28	\$1,937.52
7.6	Configure Foldering (up to 2 folder templates)	System is ready for system testing	\$2,152.80	\$215.28	\$1,937.52
7.7	Configure Advanced Capture (up to 4 Templates)	System is ready for system testing	\$4,305.60	\$430.56	\$3,875.04
7.8	Configure Document Retention (up to 5 retention categories)	System is ready for system testing	\$2,870.40	\$287.04	\$2,583.36
7.9	Configure Integration for Microsoft Outlook	System is ready for system testing	\$717.60	\$71.76	\$645.84
7.1	Configure Full Text Search	System is ready for system testing	\$4,305.60	\$430.56	\$3,875.04
7.11	Configure Mobile Access for iPad	System is ready for system testing	\$717.60	\$71.76	\$645.84
7.12	Configure Mobile Access for iPhone	System is ready for system testing	\$717.60	\$71.76	\$645.84
7.13	Configure Reporting Dashboards (up to 3 Dashboards)	System is ready for system testing	\$2,152.80	\$215.28	\$1,937.52
7.14	Configure Encrypted Disk Groups	System is ready for system testing	\$1,435.20	\$143.52	\$1,291.68
7.15	Configure Encrypted Alpha Keywords	System is ready for system testing	\$1,435.20	\$143.52	\$1,291.68
7.16	Configure Document Composition (up to 3 templates)	System is ready for system testing	\$2,870.40	\$287.04	\$2,583.36
7.17	External Autofill: Keyword Set (SQL Query to IBM - 2 Queries)	System is ready for system testing	\$1,435.20	\$143.52	\$1,291.68
7.18	Configure Virtual Print Driver	System is ready for system testing	\$717.60	\$71.76	\$645.84
7.19	Configure TrueSign Licenses	System is ready for system testing	\$1,435.20	\$143.52	\$1,291.68
7.2	Build & Test Configurations Project Management Activities	Delivery of Document Type configuration report	\$6,749.93	\$674.99	\$6,074.94

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	Legacy System Integration				
8.1	Configure OnBase Application Enabler with Customer LOB Applications (up to 4 screens)	Demonstration of Integration	\$2,870.40	\$287.04	\$2,583.36
8.2	Document Conversion (Work Packet)	Delivery of Conversion Strategy/Mapping Document	\$39,880.00	\$3,588.00	\$32,292.00
8.3	Legacy Archive Library Document Conversion	Delivery of sample conversion	\$44,850.00	\$4,485.00	\$40,365.00
8.4	Full Text Search Backfile Documents	Delivery of sample conversion	\$2,870.40	\$287.04	\$2,583.36
8.5	Legacy System Integration Project Management Activities	Delivery of sample conversion	\$5,399.94	\$539.99	\$4,859.95
	Workflows Developed & Implemented				
9.1	Worker Comp Claims	Demonstration of Workers Comp Claim workflow	\$14,352.00	\$1,435.20	\$12,916.80
9.3	Wage & Hour Inspections including Wage Claims	Demonstration of Wage & Hour Inspections workflow	\$6,458.40	\$645.84	\$5,812.56
9.4	Boiler & Elevator (B&E)	Demonstration of Boiler & Elevator workflow	\$5,023.20	\$502.32	\$4,520.88
9.5	Workers Comp Coverage	Demonstration of Workers Comp Coverage workflow	\$2,511.60	\$251.16	\$2,260.44
9.6	Safety	Demonstration of Safety workflow	\$5,023.20	\$502.32	\$4,520.88
9.7	Licensing	Demonstration of Licensing workflow	\$2,511.60	\$251.16	\$2,260.44
9.8	General Correspondence	Demonstration of General Correspondence workflow (or how it may be handled within existing workflows)	Included in above Workflows		Included in above Workflows

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9.9	Workflow Development & Implementation Project Management Activities	All use cases configured and ready for internal System Testing	\$5,399.94	\$539.99	\$4,859.95
Document Capture					
10.1	Setup Scanners Setup and Perform Testing (up to 2 scanners)	Delivery of MRC detailing scan queues/features.	\$1,076.40	\$107.64	\$968.76
10.2	Create/Test OnBase Scan Queues (up to 6 queues)	Delivery of configuration report	\$1,435.20	\$143.52	\$1,291.68
10.3	Document Capture Project Management Activities	Delivery of MRC and Scan queue configuration report	\$2,699.97	\$270.00	\$2,429.97
Standard Functional Documentation					
11.1	Create Technical Sys Admin Training Notes (~4-10 pages)	Delivery of System Administrator guide	\$2,152.80	\$215.28	\$1,937.52
11.2	Provide Standard OnBase Functional User Training Manuals with Customer Specific Modification (~8-10 pages)	Delivery of Unity Client guide	\$2,870.40	\$287.04	\$2,583.36
11.3	Provide Standard OnBase Workflow User Training Manuals with Customer Specific Modification (~10-15 pages)	Delivery of Workflow guide	\$2,870.40	\$287.04	\$2,583.36
11.4	Standard Documentation Project Management Activities	Delivery of all training guides	\$1,349.99	\$135.00	\$1,214.99
System Testing					
12.1	Perform OnBase System & Integration Testing	Completion of testing and resolution of any defects	\$24,219.00	\$2,421.90	\$21,797.10
12.2	System Testing Project Management Activities	Completion of testing and resolution of any defects.	\$2,699.97	\$270.00	\$2,429.97

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Item	Description	Unit	Rate	Quantity	Total
13.1	OnBase Functional and Scan Training (Unity Client)	Delivery of Initial Functional/Scan Training session	\$2,132.80	\$213.28	\$1,937.52
13.2	Business Automation Training - Workflow	Delivery of initial Business Automation Training session	\$4,305.60	\$430.56	\$3,875.04
13.3	Conduct Solution Knowledge Transfer	Delivery of Solution Knowledge Transfer Training	\$1,794.00	\$179.40	\$1,614.60
13.4	Solution Training Project Management Activities	Delivery of initial Functional and Business Automation Training	\$2,699.97	\$270.00	\$2,429.97
Rollback Certification and Onsite Training					
14.1	Hyland Onbase Certification Training Setup Project Management Activities	Hyland OnBase Training Scheduled	\$899.99	\$90.00	\$809.99
Conduct User Acceptance Testing (UAT)					
15.1	Assist with UAT Testing, UAT Training, and issue correction	UAT kick-off	\$14,352.00	\$1,435.20	\$12,916.80
15.2	UAT Project Management Activities	Billed 3 weeks after UAT kick-off	\$5,399.94	\$539.99	\$4,859.95
Production Rollout (Go-Live)					
16.1	Create Test Environment	Installation of software	\$1,076.40	\$107.64	\$968.76
16.2	Promote System to Production	Completion of smoke testing	\$1,435.20	\$143.52	\$1,291.68
16.3	Onsite Go-Live Support	Completion of smoke testing	\$2,870.40	\$287.04	\$2,583.36
16.4	Post Go-Live Transition to Support	Billed 4 weeks after go live	\$4,305.60	\$430.56	\$3,875.04

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16.3	Production Rollout Project Management Activities	Billed day following initial go-live date	\$5,399.94	\$339.99	\$4,859.95
	Warranty Period Completion				
17.1	10% Holdback Payment Due	NHDOL Sign-Off on Warranty Period Completion	N/A	N/A	\$32,399.63
	FY19 Annual Sustainability Cost				
18.1	FY21 ImageSoft Annual Customer Care Fee		\$23,555.00	N/A	\$23,555.00
18.2	FY21 ImageSoft Annual TrueSign Maintenance Fee		\$3,000.00	N/A	\$3,000.00
	FY22 Annual Sustainability Cost				
19.1	FY22 ImageSoft Annual Customer Care Fee		\$23,555.00	N/A	\$23,555.00
19.2	FY22 ImageSoft Annual TrueSign Maintenance Fee		\$3,000.00	N/A	\$3,000.00
	FY23 Annual Sustainability Cost				
20.1	FY23 ImageSoft Annual Customer Care Fee		\$23,555.00	N/A	\$23,555.00
20.2	FY23 ImageSoft Annual TrueSign Maintenance Fee		\$3,000.00	N/A	\$3,000.00
	FY24 Annual Sustainability Cost				
21.1	FY24 ImageSoft Annual Customer Care Fee		\$23,555.00	N/A	\$23,555.00
21.2	FY24 ImageSoft Annual TrueSign Maintenance Fee		\$3,000.00	N/A	\$3,000.00

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1.2 ImageSoft Software

This software is purchased directly from the Contractor.

Item	ImageSoft Software (Item Name)	Product	Units
	TrueSign™ (Integrated Electronic Signature) - provides a tool for signing documents electronically that produces an image with an actual signature. Allows users to mark documents with a "sign here" tag, and allows signing by proxy. Includes electronic seals and stamps. Includes signing license for up to 20 users.	IS-ISIGN	1

1.3 Hyland OnBase Software

This Hyland OnBase software is purchase through a separate contract to take advantage of special government pricing.

Item	Hyland OnBase Software (Item Name)	Product	Units
	Multi-User License	QBIPW1	1
	Unity Client Server	UMIP1	1
	EDM Services	DMIP1	1
	Document Import Processor (DIP)	DP1PW1	1
	Named Client Software (1-100)	CTIPN1	\$9
	Work Flow Named Client \$1 (Qty 1-20)	WLIPN1	\$4
	Production Document Imaging (Kodak or TWAIN) For (1)	DI1PW1	1
	Application Enabler	AE1PI1	1
	Advanced Capture	IA1PW1	1
	Document Retention	UR1PI1	1
	Integration for Microsoft Outlook	OU1PI1	1
	Full Text Search	FT1PI1	1
	Mobile Access for IPAD	OM1PW1-IPAD	1
	Mobile Access for IPHONE	OM1PW1-IPHONE	1
	Reporting Dashboard	RH1PI1	1
	Predefined OIA Group	SH1PI1	1
	Emergency Alpha Keyword	AK1PI1	1
	Document Compression	AD1PI1	1
	Single Sign-On for Microsoft Active Directory Federation Services	SM1PI1	1
	PDF Framework	PDF1PI1	1
	Archival API	AR1PI1	1
	Virtual Print Driver	PT1PC1	1
	Work view Concurrent Client (1-20)	VL1PC1	1

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1.4 Future Contractor Rates Worksheet

The State may request additional Services from the Contractor and requires rates in the event that additional Service is required. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

Table 1.4.1: Future Off-Site Contractor Rates Worksheet

Position Title	SFY 2021	SFY 2022	SFY 2023	SFY 2024
Electronic Content Management Specialist	\$195.00	\$200.00	\$205.00	\$205.00

Table 1.4.2: Future On-Site Contractor Rates Worksheet

Position Title	SFY 2021	SFY 2022	SFY 2023	SFY 2024
Electronic Content Management Specialist	\$245.00	\$255.00	\$265.00	\$265.00

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the 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.

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

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.

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Invoices shall be emailed to:

NH DoIT Business Office: accounts payable@doit.nh.gov
Cc: Joseph.A.Nadeau@DoIT.nh.gov

4. 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>

5. 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.

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of professional service fees until completion of warranty period.

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EXHIBIT C
SPECIAL PROVISIONS

N/A

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

The Contractor 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 Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP 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

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

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

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ADMINISTRATIVE SERVICES

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. The Contractor 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 the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

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

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Exhibit D - Administrative Services - Part 3
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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

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

- a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

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

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

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IMPLEMENTATION SERVICES**

6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

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

The Contractor's 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.

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

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for implementation in accordance with the Work Plan.

2.3 Change Management and Training

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

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TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

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

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.

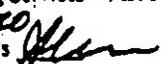
In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

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

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

The State will commence its testing according to schedule or within five days upon receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State

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in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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.

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

1.2 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

<p>Activity Description:</p>	<p>Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</p>
<p>Contractor's Role:</p>	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
<p>State's Responsibilities:</p>	<ul style="list-style-type: none"> • Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.
<p>Work Product Description:</p>	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

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1.3 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The Conversion Validation test should verify the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and provide legacy system documents and data in a mutually agreed upon format for Contractor to import into new O&B solution.
Work Product Description	Validation Tests, Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.4 Installation Testing

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

1.5 Support User Acceptance Testing

The purpose of User Acceptance Testing (UAT) is for the State to test the solution to ensure that it meets what was defined in the Solution Requirements Document. The UAT process is a cooperative effort facilitated by the Contractor.

UAT requires heavy involvement from both the Contractor and State teams; preparation for the UAT process starts early on in the project and culminates with the testing period. The duration of the testing period for this SOW is (4) weeks. A Project Change Request will be required for additional UAT duration.

Contractor will perform the following tasks as part of the UAT process:

- Provide Test Cases to State based off the SRD with test results to be completed by the State. Contractor will consult with State throughout UAT to ensure tests are completed successfully.
- Provide UAT Issue Tracking system for State to log defects.
- Discuss testing best practices and Test Plan with the State.
- Work on-site with State during a pre-defined period of time to guide UAT.
- Provide onsite support for UAT Kickoff.
- Conduct regular (at least 2x per week) status meetings during testing to assess test results and progress.

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- Assess reported issues and discuss, provide scope details, and estimate any requested enhancements which may be identified.
- Correct defects which the State demonstrates are behaving contrary to what was defined in the Solution Requirements Document.

The State will perform the following tasks as part of the UAT process:

- Provide at least one (1) resource to perform a minimum of twenty (20) hours per week of testing during the testing period. Report results and issues to Contractor.
- Identify a single point of contact for internal testers to report defects.
- Identify a single point of contact to report defects and communicate with Contractor.
- Participate in regular UAT status meetings (at least 2x per week).
- The State System Administration shall verify user reported defects are behaving contrary to the Solution Requirements Document prior to submitting defects to Contractor. Enter defects into the Contractor-provided Issue Tracking system. Details to be entered include a minimum of:
 - Detailed description of the problem (include screenshot(s) if applicable)
 - Steps needed to reproduce the issue
 - Troubleshooting steps which have already been taken to solve the issue
- Perform regular retest of Contractor resolved defects (at least every other day) and communicate resolutions to end users.
- Work with Contractor to prioritize issues that arise during UAT.

1.6 Performance Tuning and Stress Testing

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

1.7 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.1 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

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user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

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

1.7.2 Tuning

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

1.8 Regression Testing

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

In designing and conducting such regression testing, the Contractor 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, the Contractor 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.

1.9 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. Test procedures shall include penetration tests and application vulnerability scanning.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.

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Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL Injection, and unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.

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

1.10 Penetration Testing (Non-PCI Environment)

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 annually by a qualified third-party Contractor, and after every major upgrade.

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PART 3 - EXHIBIT C
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

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

1.1 Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

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

1.1.2 Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

2. SUPPORT OBLIGATIONS AND TERM

2.1 The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.18 of the Support and Maintenance Requirements in Exhibit H Requirements, Attachment 1.

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

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Exhibit C - Maintenance and Support Services - Part 3

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REQUIREMENTS

Attachment 1: See Attached excel spreadsheet ImageSoft Response to DOL RFP 2018-133 C-2 State General Requirements

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 20 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize state approved software 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 Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. 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.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

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

C. Conversions

The following assumptions have been discussed and agreed upon between the State and Contractor relative to conversion efforts. A significant change in any of the below assumptions would necessitate review and potential initiation of a change order.

- The Data Conversion services described and covered within this process are strictly for the conversion of existing EDMS Library documents.
- Contractor will perform data conversion services remotely.
- Access to devices including the Windows server dedicated to this conversion will be provided by the State for the duration. These devices will be dedicated for exclusive use for conversion functions.
- The State will make all data/documents targeted for conversion available on a medium accessible to the Hyland Cloud. Data/document transmission will be discussed in detail during the conversion discovery phase and a specific transmission plan will be agreed to.
- The State will be responsible for the export of documents and meta data from the Process 360 system and for providing the same to Contractor in agreed upon unencrypted format with index values for insertion into the new solution. If document files are encrypted, compressed, or excessively obfuscated, a PCR for file decryption may be required.
- The State will export the documents from Process 360 in either PDF, text, Microsoft Word or Excel format with the associated indexing metadata in a separate text file.
- The State will provide the documents and meta data in a location accessible by the Contractor.
- The Data Conversion effort along with cost is based on an estimated 9.5 million documents and 1.2 TB of data. Upon completion of the Discovery Phase, if the estimated volume changes more than 10%, the cost estimate may be revised.
- The Contractor shall import document files into the new solution in the same format as provided. No transformation of file format will occur to the files prior to or after import.
- The Data Conversion effort assumes the documents and meta data will be provided to the Contractor in a non-proprietary format. Agreed upon formats are either PDF, tif, text, Microsoft Word and Excel which can be opened with industry standard viewers. Meta data will be provided in text format. Conversion meta data and documents outside these agreed upon formats may require adjustments to the effort and cost.
- Converted documents will undergo full text OCR allowing for full text searching within the new solution.
- Data cleansing activities (i.e., the process of removing unwanted data from a dataset or database) are the responsibility of the State. Contractor will assist as necessary to expose data that violates the conditions defined by the State. Corrective action must be taken by the State either before the conversion project initiates or after the conversion project completes. Basic field level data transformations (i.e., the process of converting data from one format to another) that can be clearly defined by the State and Contractor as mapping rules will not constitute a data cleansing effort and will be included as part of the conversion effort.
- A single sample conversion will be conducted for functionality and requirements validation. The State will be responsible for identifying documents to use during the sample conversion phase. Contractor

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will ensure the sample set includes a representation of each document type defined in the Source System

- The sample conversion will include a minimum subset of ten (10) documents per document type stored extracted from the Legacy system, but not to exceed one hundred (100) per document type.
- This service does not include the extraction of any COLD data.
- Annotations, versions, revisions, document history and redactions will not be migrated as part of this service unless embedded in the State provided PDF documents.
- The extraction file provided by the State to the Contractor shall include a key uniquely connecting each document to its meta data. This unique key must be sufficient for relating the extracted documents to their associated meta data and also for performing validation of the import process.

D. Project Schedule

- Deployment is planned to begin upon issuance of a notice to proceed with a planned Go-Live Date in accordance with the accepted Work Plan.

E. Reporting

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

F. User Training

- The Contractor's 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.

G. Performance and Security Testing

- The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with the Contractor on all testing as set forth in Contract Exhibit F - *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

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

2) Contractor Team Project Manager

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The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor 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 the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide biweekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) **Contractor Team Analysis**

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

- 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.

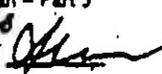
4) **Contractor Team Tasks**

The Contractor team shall assume the following tasks:

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

- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor 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 Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

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;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
EDMS UPGRADE
CONTRACT 2018-133
PART 3 - EXHIBIT 1
WORK PLAN**

- 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 Contractor Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

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

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at biweekly Project meetings.

4) 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.

State of NH Contract 2018-133

Exhibit 1 - Work Plan - Part 3

Date:

3/5/20

Contractor's Initials

[Signature]

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DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
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3. SOFTWARE APPLICATION

Software required for Contractor to fulfill Contract deliverables.

3.1 ImageSoft Software

Item #	ImageSoft Software (Ultimate)	Product Code	Units
1	TrueSign™ (Integrated Electronic Signature) - provides a tool for signing documents electronically that produces an image with an actual signature. Allows users to mark documents with a "sign here" flag, and allows signing by proxy. Includes electronic seals and stamps. Includes signing license for up to 20 users.	IS-ISIGN	1

3.2 Hyland OnBase Software (Purchased through separate contract)

Item #	Hyland OnBase Software	Product Code	Units
1	Multi-User License	OMIPW1	1
2	Unity Client Server	UMIP1	1
3	EDM Services	DMIP1	1
4	Document Import Processor (DIP)	DP1PW1	1
5	Named Client Software (1-100)	CTIPN1	86
6	Workflow Named Client SL (Qty 1-20)	WLIPN1	86
7	Production Document Imaging (Kofax or TWIN) First (1)	DIIPWF	1
8	Application Enabler	AEIP1	1
9	Advanced Centers	IAIPW1	1
10	Document Retention	DRIP1	1
11	Integration for Microsoft Outlook	OLIP11	1
12	Full Text Search	FTSIP1	1
13	Mobile Access for IPAD	OMIPW1-IPAD	1
14	Mobile Access for IPHONE	OMIPW1-IPHONE	1
15	Reporting Dashboards	RIP11	1
16	Encrypted Dist Groups	ENIP1	1
17	Encrypted Alpha Keyword	AKIP1	1
18	Document Composition	ADIP1	1
19	Single Sign-On for Microsoft Active Directory Federation Services	SIMP1S	1
20	PDF Framework	PDFIP1	1
21	Archival API	ARIP1	1
22	Virtual Print Driver	VTIP1	1
23	Workview Concurrent Client (1-20)	VLIC1	1

4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

State of NH Contract 2018-133

Exhibit I - Work Plan - Part 3

Date: 3/5/20

Contractor's Initials: *[Signature]*

STATE OF NEW HAMPSHIRE
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PART 3 - EXHIBIT I
WORK PLAN

Table 4.1: Planned Conversions.

Component	Component, If applicable	Lead Responsibility	Description
NHDOL Legacy EDMS Library Document Extraction accessible server		State	State to provide documents in non proprietary format with meta data on an accessible server from the Hyland Cloud
NHDOL Legacy document Importable New Resolution		Contractor	Contractor to import with meta data and full text scan on all extracted NHDOL EDMS Legacy system documents

A. Conversion Testing Responsibilities

- The Contractor Team and the State, based on their assigned conversion responsibilities, 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 Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State 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 Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

State of NH Contract 2018-133
Exhibit I - Work Plan - Part 3
Date: 2/15/20
Contractor's Initials: [Signature]

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Interface	Components, if applicable	Responsible Party	Description
AutoFill	IBM ODBC	Contractor	Development of stmts/SQL statements allowing users to enter minimal key data values for automated extraction of remaining meta data from the NHDOL IBM database. Configure External AutoFill Keywords Set to complete SQL Queries to the NHDOL IBM CMS (up to 2 queries).
Import Word	Import Word Application Document Composition	Contractor	In a collaborative effort between the State and Contractor, conduct a detailed review of the automated functionality of the Import Word module utilized in the existing legacy document management system with the intent to develop a strategy and scope of work for replicating in the new solution.
IBM Application to OnBase System	Application Enabler	Contractor	Configure x number of OnBase Application Enabler IBM to OnBase toggle instances as a training exercise to enable State staff to continue with more instances.
ADFS Integration	Active Directory Federated Services ADFS		Setup security and Microsoft Active Directory Federated Services ADFS integration.
Directory Services	Document Import Processor		Configure Document Import Processor (up to 2 processes) to sweep documents placed in SFTP location.

State of NH Contract 2018-133

Exhibit I - Work Plan - Part 3

Date: 3/5/20

Contractor's Initials *[Signature]*

STATE OF NEW HAMPSHIRE
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Interface	Components, if applicable	Responsible Party	Description
Virtual Print Driver	Virtual Print Driver		Configure the Virtual Print Driver to allow users to print documents into OnBase.
iPhone Access	Mobile Access for iPhone	Contractor	Configure the Mobile Access for iPhone to allow OnBase functionality to be completed natively through the iPhone OnBase Application.
iPad Access	Mobile Access for iPad	Contractor	Configure the Mobile Access for iPad to allow OnBase functionality to be completed natively through the iPad OnBase Application.
Outlook Integration		Contractor	Configure the Integration to Outlook module to allow for user selected importing of emails into OnBase from MS Outlook.
Unity Forms	Unity Forms	Contractor	Configure up to (2) Unity Forms for use externally. These Unity Forms will be basic NH/DOL form information and will not include any external backend database lookups.

A. Interface Responsibilities

- The Contractor Team shall provide the State Contractor Application Data requirements and examples of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the interface.
- The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- The Contractor Team shall lead the review of functional and technical Interface Specifications.
- The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.

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Exhibit 1 - Work Plan - Part 3

Date: 2/5/20
Contractor's Initials: *[Signature]*

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- The Contractor Team shall document the functional and technical Specifications for the interfaces.
- The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Contractor Team shall develop and Unit Test the interface.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

To more fully address the State's requirements, the Contractor Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications - Contractor Developed

Requirement	Component of Application	Component Description
Migration of Data	Import Word Application	In a collaborative effort between the State and Contractor, conduct a detailed review of the automated functionality of the Import Word module utilized in the existing legacy document management system with the intent to develop a strategy and scope of work for replicating in the new solution.

7. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. The contractor shall provide, within two (2) weeks of Governor and Council approval, an updated Work Plan with delivery dates for State approval.

Table 7.1: High Level Preliminary NH Project Plan

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PART 3 - EXHIBIT 1
WORK PLAN

Task Name	Duration (Days)
Planning and Initiation Activities	5
Business Analysis & Design	35
Software & Cloud Acquisition	1
Build & Test Configurations	45
Legacy System Integration	20
Workflows Development & Implementation	45
Document Capture	15
System Testing	30
Training	14
Production Cutover (Go-Live)	5
Post Go-Live Support	30

State of NH Contract 2018-133

Exhibit 1 - Work Plan - Part 3

Date: 3/5/20

Contractor's Initials *[Signature]*

STATE OF NEW HAMPSHIRE
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CONTRACT 2018-133
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

J. LICENSE GRANT

Not Applicable - Software Licensing purchased through separate contract

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
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CONTRACT 2018-133
PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE**

I. WARRANTIES

1.1 System

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

1.2 Software

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

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

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

State of NH Contract 2018-133
Exhibit K - Warranty and Warranty Services - Part 3
Date: 3/5/20
Contractor's Initials: *[Signature]*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
EDMS UPGRADE
CONTRACT 2018-133
PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

1.6 Services

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

2. WARRANTY PERIOD

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

State of NH Contract 2018-133
Exhibit K - Warranty and Warranty Services - Part 3
Date: 3/5/20
Contractor's Initials *MLC*

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
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CONTRACT 2018-133
EXHIBIT L
TRAINING SERVICES**

The Contractor shall provide the following Training Services.

1. USER TRAINING

- 1.1 Contractor will provide user training for up to ten (10) business users under a "Train the Trainer" approach.
- 1.2 Contractor shall provide the "Train the Trainer" user training on site at the NH Department of Labor office building.
- 1.3 State resources participating in the "Train the Trainer" user training may be required to attend Hyland's end user web-based course as a prerequisite.
- 1.4 Contractor provided "Train the Trainer" user training consists of the following sessions:
 - 1.4.1 One (1) OnBase Unity Client Training session
 - 1.4.2 Two (2) Functional Workflow Training sessions (OnBase Unity Client Training is a prerequisite for this Functional Workflow Training)
 - 1.4.3 Contractor resources providing "Train the Trainer" user training have allocated two (2) consecutive days of onsite activity for completion. The State shall determine State resources for this training and schedule their availability.
- 1.5 "Train the Trainer" user training consists of the following subtasks:
 - 1.5.1 Provide State resources with installation instructions for any machines to be used during training session
 - 1.5.2 Review of a sample training machine to ensure training readiness
 - 1.5.3 Purge system of unit testing data as needed.
 - 1.5.4 Load system with sample training documents.
 - 1.5.5 Plan and discuss with State resources how and where the training will be conducted.
 - 1.5.6 Prepare Contractor training materials. All training materials shall be customized with screenshots of the State's solution (note, these are not click by click end user guides).
 - 1.5.7 Contractor to review materials with State resources.
 - 1.5.8 Schedule and conduct three (3) end user training sessions.

2. ONBASE CERTIFICATE TRAINING

- 2.1 Contractor shall support the State in determining and registering for OnBase Certificate training.

State of NH Contract 2018-133
Exhibit L - Training Services - Part J
Date: 3/5/20
Contractor's Initials: *AK*

STATE OF NEW HAMPSHIRE
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CONTRACT 2018-133
EXHIBIT L
TRAINING SERVICES

3.0 SOLUTION ADMINISTRATION TRAINING

- 3.1 Contractor shall provide Solution Administration training for one (1) State resource designated as the System and Workflow Administrator.
- 3.2 Contractor provided Solution Administration training shall cover how to manage and administer the solution.
- 3.3 Contractor provided Solution Administration training will occur remotely and a Solution Administration Guide will be developed and provided which covers high-level environment Infrastructure and administrative tasks required to maintain the solution.
- 3.4 Solution Administration Training is unique to the State's solution and is not intended to replace training offered by the solution software manufacturer.
- 3.5 Contractor tasks associated with this activity:
 - 3.5.1 Prepare Systems Administrator Guide.
 - 3.5.2 Schedule and conduct one (1), four-hour Solution Knowledge Transfer session

State of NH Contract 2018-133
Exhibit L - Training Services - Part 3
Date: 7/5/20
Contractor's Initials: *[Signature]*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
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CONTRACT 2018-133
PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M -

RFP - DOL RFP 2018-133 issued on March 22nd 2019
ADDENDUM 1 - Terms and Conditions: Review Check List
ADDENDUM 2 - RESPONSES TO VENDOR INQUIRIES
ADDENDUM 3 - Current EDMS Document Naming Dropdown In File
ADDENDUM 4 - Vendor Inquiries and State Responses
ADDENDUM 5 - Vendor Inquiries & State AG Office Responses

State of NH Contract 2018-133
Exhibit M - Agency RFP with Addendums, by Reference - Part 3
Date: 3/5/20
Contractor's Initials: *[Signature]* Page 48 of 50

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY - DOL
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PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

ImageSoft Proposal in response to DOL RFP 2018-133 ELECTRONIC
DOCUMENT MANAGEMENT SYSTEM UPGRADE dated May 15th 2019 is
hereby incorporated by reference as fully set forth herein.

State of NH Contract 2018-133.

Exhibit N - Vendor Proposal, by Reference - Part 3

Date:

3/9/20 

Contractor's Initials

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STATE OF NEW HAMPSHIRE
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PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Exhibit H Requirements - Attachment I
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Vote/Authority
- D. Contractor's Certificate of Insurance

State of NH Contract 2018-133
Exhibit O - Certificate and Attachments - Part 3
Date: 2/16/20
Contractor's Initials: *Officer*

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMAGESOFT, INC. is a Michigan Profit Corporation registered to do business in New Hampshire as IMAGESOFT, INC. on September 27, 2019. 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: 828178

Certificate Number: 0004896491



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April, A.D. 2020.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, James Leneschmidt, hereby certify that I am duly elected Clerk/Secretary of
(Name)

ImageSoft, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March
(Month)

5 20 20 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Scott Bade, President (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of ImageSoft, Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 3/17/2020

ATTEST: [Signature]
(Name and Title)

STATE OF Michigan
COUNTY OF Oakland

On this the 17th day of March 2020 before me Sharon Gail Pimlott
(Day) (Month) (Yr) (Notary Public)

the undersigned officer, personally appeared James Leneschmidt known to me (or
(Contract Signatory - Print Name)
satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/ she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Commission Expires: December 29, 2025

Sharon Gail Pimlott
(Notary Public - Signature)

SHARON GAIL PIMLOTT
Notary Public, State of Michigan
County of Macomb
My Commission Expires 12-29-2025
Acting in the County of SAKAGAW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2020

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 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 STERLING INSURANCE GROUP 13900 Lakeside Circle Sterling Heights MI 48313-1318	CONTACT NAME: Rebecca Sannetti PHONE: (586) 323-5700 FAX: (586) 323-5700 EMAIL: rsannetti@sterlingagency.com
INSURED Imagisoft, Inc 25900 W. Eleven Mile Rd Ste 100 Southfield MI 48034	INSURERS APPROXIMATE COVERAGE INSURER: Great Northern Insurance Company 20303 INSURER: Federal Insurance Company 20381 INSURER: Chubb Indemnity Insurance Company 12777 INSURER: INSURER:

COVERAGES **CERTIFICATE NUMBER:** CL2011422001 **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.

LINE	TYPE OF INSURANCE	MODE	COV	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. / ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			74931457	7/1/2020	7/1/2021	BACH OCCURRENCE 1,000,000 UNEMPLOYMENT BENEFIT 1,000,000 MED EXP (any one person) 10,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG 2,000,000 EMPLOYER'S BENEFIT 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>			33348738	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (ALL AUTOS) 1,000,000 BODILY INJURY (per person) 1 BODILY INJURY (per accident) 1 PROPERTY DAMAGE (per accident) 1
B	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> COV. <input type="checkbox"/> RETENTION 1			79994491	7/1/2020	7/1/2021	BACH OCCURRENCE 5,000,000 AGGREGATE 5,000,000
C	INSURER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROFIT OR NON-PROFIT (EXCEPT OFFICERS/EMPLOYEES EXCLUDED) (mandatory in MI) § 211, describe under DESCRIPTION OF OPERATIONS	7/7	N/A	71753770	7/1/2020	7/1/2021	EL. BACH ACCIDENT 100,000 EL. DISEASE - EA EMPLOYEE 100,000 EL. DISEASE - POLICY LIMIT 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Items as Schedule, may be attached if more space is required)
30 day notice of cancellation applies, except 10 days for non-payment of premium.

CERTIFICATE HOLDER State of NH, Dept. of Information Technology ATTN: Chief Information Office 27 Mason Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Paul Hattas/REBECC
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