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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
Commissioner

October 16, 2024

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), for the benefit of the Department of Environmental Services (DES), to enter into a **SOLE SOURCE** contract amendment with Windsor Solutions, Inc., (VC #208030), Portland, OR, by increasing the price limitation by $4,925,128 from $4,489,404.33 to $9,414,532.33, with no change to the contract completion date, for the purpose of implementing online permitting for DES programs, streamline database infrastructure in DES' Land Resources Management Program, and create a modern public information tool, effective upon Governor and Executive Council approval through June 30, 2029. The Governor and Council approved the original contract agreement on June 18, 2014, Item #15, and most recently amended on June 26, 2024, Item #80. Source of Funds: 15% Federal and 85% Capital Funds.

Funds are available in the following accounts as follows:

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT#-DEPT NAME-ACCOUNTING UNIT NAME_CLASS-OBJECT-DESC	FY 2025
03-44-44-440010-2695-102-500731 Dept Environ Services, ARPA DES SWEEP, Contracts for Program Services Activity: 00FRF602PH4404A CRF-14	$700,000
03-44-44-440030-2759-034-500161 Dept Environ Services, L23: IV2 – IT Infrastructure, Capital Projects	$4,225,128
Total	$4,925,128

EXPLANATION

This is a **SOLE SOURCE** amendment because Windsor Solutions currently provides the electronic forms software platform (nForm) for the State of New Hampshire. DoIT and DES agree that it would be the best course of action to leverage all the existing Windsor Solutions-based electronic forms, software licenses, functionality and training, rather than to engage a new software vendor and bear the cost, delay and uncertainty of integrating DES existing electronic forms with a different software platform. Additionally, Windsor Solution's nViro platform was created specifically for environmental regulatory agencies' needs regarding online permitting and displaying information to the public.

Windsor's expertise in NHDES' complex permitting and regulatory structures, along with their specialization in services for environmental regulatory agencies, makes them an ideal partner. They collaborate with over 25

environmental state agencies nationwide. Windsor is well-positioned to help DES offer online permitting to external customers, streamline internal processes by consolidating databases, eliminate legacy database infrastructure, and enhance public transparency.

Windsor's commitment to keeping its software updated with the latest technologies mitigates the risks and costs associated with technology deprecation and security vulnerabilities that DES faces with its current infrastructure. Their support and maintenance costs are competitive, benefiting from their deep understanding of DES' processes and their extensive national experience.

Designed to fully support the data submission mechanisms of the Exchange Network and compliant with the Cross-Media Electronic Reporting Rule (CROMERR), the nViro solution is the only platform NHDES and NH DoIT identified that ensures seamless integration with federal requirements without significant customization.

Since April 30, 2024, using the Windsor nForm software, NHDES deployed 15 Shoreland and Wetlands eFiling forms replacing 76 paper forms, worksheets, and checklists. As of October 1, 2024, 100% of shoreland forms and 87% of wetlands forms can now be submitted electronically. Electronic shoreland and wetlands forms will handle approximately 7,000 yearly online submissions. This contract amendment will allow NHDES to accept more than 15,000 LRM submissions each year through the nViro online permitting platform, reduce the agency's dependence on legacy databases, create efficiencies for staff and the public served by NHDES, and enhance capabilities to display information to the public.

Extending the use of the Windsor Solution's forms product to a centralized platform, will allow the staff to review and analyze required online data submissions through an electronic interface and timely present decisions through a visual map-based and searchable interface. DoIT and NHDES's goal has been to significantly enhance the end-user experience in dealing with the State, improving the quality of data entered and reducing the time, effort and expense of these interactions. This contract amendment continues to demonstrate how NHDES's electronic form data can be integrated directly with back-office systems to reduce manual data entry and resulting errors and to increase efficiency and transparency of interactions with State government.

NHDES has allocated ARPA funds specifically focused on the hosting and licensing of a cloud-based, publicly interactive platform.

The Governor and Executive Council approved the original contract agreement on June 18, 2014 Item # 15, and as amended on June 21, 2017 Item # 83, amended on August 22, 2018 Item # 22, amended on June 24, 2020 Item # 79, amended on May 1, 2024 Item # 46 and amended on June 26, 2024, Item #80.

The Department of Information Technology, in partnership with the Department of Environmental Services, respectfully requests approval of this contract amendment.

Denis Goulet
Commissioner, Information Technology

Robert R. Scott
Commissioner, Environmental Services

DG/ik,
DoIT # 2014-069F

STATE OF NEW HAMPSHIRE

Department of Environmental Services

DoIT # 2014-069 nViro Software and Implementation

AMENDMENT Amend F (6)

10/4/24

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of contract #2014-069 on June 18, 2014, Item #15 and amended by Amendment A on June 21, 2017 Item# 83 and as amended by Amendment B on August 22, 2018 Item# 22 and as amended by Amendment C on June 24, 2020, Item #79 and as amended by Amendment D May 1, 2024, Item #46, Amendment E June 26, 2024, Item #80 (hereinafter referred to as the "Agreement"), Windsor Solutions Inc. (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Environmental Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein; and

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

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

WHEREAS, the Department wishes to add functionality and undertake a project; and;

WHEREAS, The Vendor agrees to provide the desired additional functionality and to execute the desired project with the Department; and

WHEREAS, the Department and the Vendor wish to increase the Contract price by $4,925,128 to bring the total contract price to $9,414,532.33;

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $4,925,128 from $4,489,404.33 to $9,414,532.33.

2. Amend Part 2, Section 3.5 by adding Amendment F, Department Project Manager

The Department shall assign a Project Manager to have the lead responsibility for interacting with the Vendor for successful completion of the work under Amendment F. Amendment F NHDES Project Manager is:

Marie-Eve Jacques
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095
603-271-6744
Marie.e.jacques@des.nh.gov

3. Amend Part 3 Exhibit A- Contract Deliverables, by adding **Attachment F-1 Technical Requirements Workbook**

4. Amend Part 3 Exhibit A- Contract Deliverables, Section 2.1 Implementation Schedule - Activities/Deliverables/Milestones by adding **Table F-6 Activities, Deliverables or Milestones**

Table F-6 Activities, Deliverables or Milestones for Contract Amendment F			
Reference Number	Task	Projected Start Date	Projected Delivery Date
1	nViro Platform / Application Cloud Hosting/Licensing and SLEIS Licensing	July 1, 2025	Ongoing through June 30, 2029
2	Platform and Applications Maintenance and Support	July 1, 2025	Ongoing through June 30, 2029
3	Land Resource Management Program Implementation	May 1, 2025	Ongoing through June 1, 2027
4	Discovery, Gap Analyses, Other Licensing and Implementations, Enhancements and New Feature Development*	Upon G&C Approval	Ongoing through June 30, 2029

*NHDES will provide statements of work (SOW) for all required professional services including but not limited to required activities, deliverables, or milestones and proposed invoicing/payment schedule. Vendor will provide a Project Proposal that may include but is not limited to a workplan for the activities, deliverables, or milestones described in the statement of work, level of effort, assigned resources and pricing. Upon NHDES written acceptance of project proposal, work shall commence, and payment be made in accordance with the accepted invoicing/ payment schedule.

5. Amend Part 3 Exhibit B 1.1 Firm Fixed Price as follows:

This is a Non-Exclusive, Not-to-Exceed contract with a Firm Fixed Price (FFP) component totaling $4,925,128 for the period from the Effective Date through June 30, 2029.

The Vendor shall be responsible for performing its obligations in accordance with the original Contract and all Amendments. This Contract will allow the Vendor to invoice the State for the following Activities, Deliverables, or Milestones at the fixed price/rate appearing the Price and Payment Table below.

The section is further amended by adding **Table F-2, Activity, Deliverable or Milestone Price and Payment for Amendment F.**

Task	Start Date	Completion Date	Cost
nViro Platform / Application Cloud Hosting/Licensing and SLEIS Licensing	July 1, 2025	Ongoing through June 30, 2029	$ 1,108,647
Platform and Applications Maintenance and Support	July 1, 2025	Ongoing through June 30, 2029	$ 507,510
Land Resource Management Program Implementation	May 1, 2025	Ongoing through June 1, 2027	$ 2,726,158
Discovery, Gap Analyses, Other Licensing and Implementations, Enhancements and New Feature Development	Upon G&C Approval	Ongoing through June 30, 2029	$ 582,813
Total			**$ 4,925,128**

5. Amend Part 3 Exhibit I - Work Plan by adding the following **Section 9. NHDES Project High Level Work Plan:**

Section 9. NHDES Project High Level Work Plan

Ultimate success from this work will result in in a single platform that integrates the collection of information, its validation and quality control, and internal staff workflows to provide a comprehensive output to businesses, local governments and the public via a searchable map-based interface, starting with the Shoreland Program and ending with the full implementation of all Land Resource Management Programs.

In conjunction with the Vendor's Project Management methodology, which shall be used to manage the Project's life cycle, the Vendor's team and the State shall finalize the Work Plan at the onset of the project. Windsor Solutions will manage the project engagement. NHDES project managers will assist and coordinate internal resources with DoIT and Windsor Solutions.

The work will consist of the following:

Task 1- nViro Platform / Application Cloud Hosting/Licensing and SLEIS Licensing

Work products include:

- nViro Program License
- SLEIS License
- Microsoft Azure Commercial Cloud Hosting Server Environment

Task 2- Platform and Applications Maintenance and Support

Work Products include:

- Go Live Program Maintenance Plan
- Post Go Live Program Maintenance Plan
- nViro and SLEIS Support Services

Task 3- Land Resource Management Program Implementation

Work Products include:

- nViro Base Product Deployment and Integrations including
  - IAM (Open ID Connect)
  - Payment Processor Integration
- Shoreland Program Implementation
- Wetlands Program Implementation
- Subsurface Program Implementation
- Aquatic Resource Mitigation Implementation
- Alteration of Terrain Implementation

Task 4 – Discovery, Gap Analyses, Other Licensing and Implementations, Enhancements and New Feature Development

Work Products include:

- New Feature Development
- Additional Program Discovery, Scoping or Gap Analysis
- Americans with Disabilities Act and Web Content Accessibility Guide Compliance

6. **Add to Contract Agreement - Part 2, Section F-4. Deliverable Review and Acceptance for Amendment F:**

If the Statement of Work requires Deliverable Review and Acceptance, the following shall apply:

4.1 DELIVERABLES

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in their SOWs submitted in response to future RFQs. All Deliverables shall be subject to the State's acceptance as set forth in Section 9.SECURITY AND TESTING, herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Master Service Agreement or Purchase Order associated with the Deliverable. 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. For each denial of acceptance, the Acceptance

Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

4.2 WRITTEN DELIVERABLES REVIEW

The State will review the future SOW Written Deliverables for an Acceptance Period of five (5) business days after receiving written certification from the Vendor that the Written Deliverable is final, complete, and ready for review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period of the SOWs. If any Deficiencies exist within future SOWs, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

4.3 SOFTWARE DELIVERABLES

Testing and Acceptance, herein. All deliverables shall be subject to testing and acceptance by the State, unless otherwise specified in the statement of work. Upon completion of all work performed by the Vendor, or per deliverable under the scope of work, the Vendor shall in writing give notice to the State certifying the deliverable meets and conforms to applicable specifications and is ready for the State to conduct acceptance testing. The Vendor shall provide to the State, in writing, test cases and scenarios that will assist State users with the ability to validate the deliverables and verify each meet specifications as provided in the scope of work. Test cases and scenarios shall include each user story involved in the deliverable and the acceptance criteria agreed to by the Vendor and the State.

4.4 NON-SOFTWARE DELIVERABLES REVIEW

The State will Review future SOW Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

TABLE 2: CONTRACT HISTORY

Contract and Amendment Number	Amendment Type	G&C Approval Date	Completion Date	Contract Amount
DoIT# 2014-069	Original Contract	June 18, 2014 Item #15	June 30, 2019	$778,058
DoIT# 2014-069 Amendment A	1st Amendment	June 21, 2017 Item #83	June 30, 2024	$940,564

DoIT# 2014-069 Amendment B	2nd Amendment	August 22, 2018 Item #22	June 30, 2024	$409,348
DoIT# 2014-069 Amendment C	3rd Amendment	June 24, 2020 Item #79	June 30, 2024	$750,000
DoIT# 2014-069 Amendment D	4th Amendment	May 1, 2024 Item #46	June 30, 2024	$15,962
DoIT# 2014-069 Amendment E	5th Amendment	June 26, 2024 Item #80	June 30, 2029	$1,595,472.33
DoIT# 2014-069 Amendment F	6th Amendment	TBD	June 30, 2029	$ 4,925,128
			Contract Total:	$9,414,532.33

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

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

CONTRACTOR

Date: 10/4/24

Simon Watson, Vice President
Windsor Solutions Inc.

STATE OF NEW HAMPSHIRE

Date: October 11, 2024

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

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

Approved by the Attorney General

Date: 10/15/24

Duncan A. Edgar
Assistant Attorney General, State of New Hampshire, Department of Justice

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

ATTACHMENT F-1 Technical Requirements Workbook

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

SW 10/4/24

SLEIS BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SLEIS					
SL1.0	Solution connects to on-premise database		Yes	Standard	
SL1.1	Full Solution can be transfered to the cloud		Yes	Standard	
SL1.2	Multiple year licensing availability		Yes	Standard	
SL1.3	Solution includes electronic payment processing functionality (e.g., credit cards and echecks).		No		Not applicable for SLEIS
SL1.4	Solution can connect with State of NH payment processor or authorized third party processor (e.g. LexisNexis, Cybersource)		No		Not applicable for SLEIS
SL1.5	Solution includes the ability to generate invoices and receipts.		No		Not applicable for SLEIS
SL1.6	Solution includes the ability to reconcile payment information with State of NH financial systems and accounts		No		Not applicable for SLEIS

SW 10/4/24

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Phase 1 - DME					
	Data Management Environment				
B1.01	Solution is a Data Management Environment (DME) that implements an industry standard data warehouse model, data fabric, or domain-based data mesh.	M	Yes	Standard	All data is housed in SQL Server 2022+ databases and supports data warehousing support via Windsor's nVisage and DataHub technologies.
B1.02	Solution shall include a low- or no-code interface for administering the DME (by user role).	M	Yes	Standard	
B1.03	Solution shall include a low- or no-code interface for configuring business rules in the DME (by user role).	M	Yes	Standard	
B1.04	Solution shall link entities (e.g., sites, activities and persons) from disparate data domains (e.g., regulatory programs).	M	Yes	Standard	
B1.05	Solution shall allow for entities to be spatially-enabled (e.g., associated with geometries).		Yes	Standard	
B1.06	Solution shall allow NHDES staff to manage the entities in the DME (e.g. linking, merging).	M	Yes	Standard	
B1.07	Solution shall include interfaces to view the content and metadata of entities in the DME (e.g. the name or contact information for sites, activities and persons).	M	Yes	Standard	
B1.08	Solution shall include interfaces to create and edit the metadata of entities in the DME.	M	Yes	Standard	
B1.09	Solution shall make accessible to NHDES all data, documents, and metadata in the DME.	M	Yes	Standard	
B1.10	Solution shall include thorough and detailed documentation on how to access all NHDES data, documents and metadata in the DME.	M	Yes	Standard	
B1.11	Solution shall include the ability to extract, transform, and load (ETL) data from disparate data domains into the DME at scheduled intervals.	M	Yes	Standard	This is part of professional services that would be included in the estimates for each of the programs being implemented (Custom data migration would be required between program database and nCORE).
B1.12	Soluiton shall include a low- or no-code interface for monitoring and managing the ETL process.	M	No		Typically we are migrating data into nCORE, and then the program database is retired. If there are sub systems that require ongoing ETL/Data Refreshes we would need to explore the effort. Very doable, but we can not anticipate the cost/effort without evaluating the requirements.
B1.13	Solution shall include tools to cleanse data including: (a) remove irrelevant observations, (b) fix any structural error, (c) resolve/or remove unwanted outliers, (d) manage missing data, (e) reconcile duplicate data.	M	Yes	Standard	

Sr 10/4/24

B1.14	The solution shall manage the association of documents to entities (e.g., permits for sites, certifications and licenses for users, reports for facilities).	M	Yes	Standard	
B1.15	Solution includes auditing to support individual user accountability and reconstruction of user actions.	M	Yes	Standard	
B1.16	Solution is compliant with Title II of the American with Disability Act (ADA), Section 508 of the Rehabilitation Act - Consumer Technology Standards and the Web Content Accessibility Guidelines 2.2 (WCAG) guidelines for conformance.	M	Yes	Standard	We comply with all WCG 2.2 except for the reflow requirement.We provided a Waiver Request to ME DEP, which we can provide to DES upon request. A copy of the waiver request was sent to DES on 9/19.
B1.17	Solution must integrate with NHDES' Oracle Autonomous Cloud Database.	M	Yes	Standard	Assumption that this is for data migration/ETL purposes.
B1.18	Solution must integrate with NHDES' ESRI ArcGIS Enterprise.	M	Yes	Standard	Via configuration of Spatial Layers
B1.19	Solution contains help systems that are clear, consistent across interfaces, and conveniently accessible in locations where users need answers to their questions (e.g., when they get started using the site, where they could benefit from useful information, and where help is critical).	M	Yes	Standard	A fully indexed and searchable support site is available to users.
B1.20	Solution's help systems are updated concurrently with new releases of the system.	M	Yes	Standard	
B1.21	Solution provides contextual help based on the location of a mouse or cursor.	M	Yes	Standard	The system directs users to the support site based on the page they are working, not specific mouse/cursor location.
B1.22	Solution provides functional and technical online help documentation for internal solution users and administrators	M	Yes	Standard	A fully indexed and searchable support site is available to users.
B1.23	Solution will work with NHDoIT's chosen endpoint detection and response provider (i.e. Falcon Complete from CROWDSTRIKE).	M	Partial		If NHDoIT hosted, yes. If Windsor hosted, no–we use MS Defender and MS Defender for Cloud.
B1.24	Solution includes the ability to test system capabilities and train new staff without impacting production records.		Yes	Standard	Will work with NH to set up requisite non-production environments for training and testing.
	Document Library				
B2.01	Docment Library includes the ability to store any document, video, or audio file type, of any size.	M	Yes	Standard	
B2.02	Solution includes integrated document and content management and storage (i.e. Document Library).	M	Yes	Standard	
B2.03	Solution includes the ability to assign user roles for interacting with the Document Library.	M	Yes	Standard	Internal users can view all non-confidential documents. Based upon assigned roles or assigned workflow tasks, users may edit documents.
B2.04	Solution includes the ability to configure business rules for Document Library retention schedules.	M	Yes	Standard	Via Retention schedules

10/4/24

B2.05	Solution includes the ability to remove or replace content in the Document Library, based on user role, while maintaining an immutable audit trail	M	Partial	Standard	We do have document metadata history, however we currently don't record doc delete audit records. There would be an audit record of the document existing and being deleted. That would be on the 'owning' entity audit history. For example, if a permit document was uploaded, then deleted, an audit history record that the document was deleted would show on the permit history.The history is retained in the permit record itself.
B2.06	Solution includes the ability to configure business rules to set content metadata (e.g., type, confidentially, tags).	M	Yes	Standard	
B2.07	Solution includes the ability manually edit content metadata (e.g., type, confidentially, tags).	M	Yes	Standard	
B2.08	Solution allows for the indexing, search, and retrieval from the Document Library based on content and metadata (e.g., text in document, publication date, publication type, keywords, related regulatory programs, associated regulated entities).	M	Partial	Standard	Documents are stored in the related context (related record). For example, Permit documents are stored with the permit; compliance action documents are stored with the compliance action. Documents may be queried in the nVISAGE reporting system based on the document attributes and record relationships. We do not have the ability to search for documents using text within the documents or keywords today. Possible future enhancement. Other states have found the document management very easy to navigate and search for documents. Prior to going down the path of requirements definition, estimation, and possibly spending NH funds unnecessarily, Windsor suggests that DES get demonstrations of the system and the chance to "kick the tires" once we have a NH test environment set up. NHDES agreed.
Phase 2 - Map Search					
B3.01	Solution follows the mobile-first design philosophy for all publicly used interfaces.	M	Yes	Standard	Map search fully usable on mobile.
B3.02	Solution follows the mobile-first design philosophy for all field compliance, enforcement, and inspection interfaces.	M	Yes	Standard	Map search fully usable on mobile.
B3.03	Solution includes auditing to support individual user accountability and reconstruction of user actions.	M	Yes	Standard	
B3.04	Solution is compliant with Title II of the American with Disability Act (ADA), Section 508 of the Rehabilitation Act - Consumer Technology Standards and the Web Content Accessibility Guidelines 2.2 (WCAG) guidelines for conformance.	M	Yes	Standard	We comply with all WCG 2.2 except for the reflow requirement. We provided a Waiver Request to ME DEP, which we can provide to DES upon request.
B3.05	Solution must integrate with NHDES' ESRI ArcGIS Enterprise.	M	Yes	Standard	

SW / 10/4/24

B3.06	Solution must consume OGC compliant (Open Geospatial Consortium) web services.	M	Yes	Standard	
B3.07	Spatial web services published by the solution must adhere to OGC standards.	M	No	Possible	Rest services are published, but not in an OGC standard. This is a possible future enhancement. GeoJSON complies with OGC standards and we could implemen in the future. It would replicate FeatureServer layers from ArcGIS. One concern relates to the load it may have on the server. We'd need to work through these concerns and design/develop some other tool or mechanism that is decoupled from core application services. We would also want a swagger-style metadata page for these services. Open source GeoServer platform (that we used for a CA project) is an option, however did not have good SQL Server support last we checked. A more ideal solution is that NH uses ArcGIS for this need although we would have to feed the data into it somehow.
B3.08	Solution contains help systems that are clear, consistent across interfaces, and conveniently accessible in locations where users need answers to their questions (e.g., when they get started using the site, where they could benefit from useful information, and where help is critical).	M	Yes	Standard	
B3.09	Solution's help systems are updated concurrently with new releases of the system.	M	Yes	Standard	
B3.10	Solution provides contextual help based on the location of a mouse or cursor.	M	Yes	Standard	
B3.11	Solution provides functional and technical online help documentation for internal solution users and administrators.	M	Yes	Standard	
B3.12	Solution includes a user feedback tool.	M	Yes	Standard	Via configurable contact link at top of all pages.
B3.13	Solution's user feedback tool include the abilty to report data inaccuracies (e.g., ability to send an email that includes context).	M	Partial	Custom	Help links to open helpdesk email addresses can be configured into the system. But we'd need to make some minor enhancements to accommodate more contextual help emails.
B3.14	Solution includes the ability to set up multiple user roles.	P	Yes	Standard	
B3.15	Solution allows NHDES staff to determine which data are accessible by specific user roles.	P	Yes	Standard	
B3.16	Solution will work with NHDoIT's chosen endpoint detection and response provider (i.e. Falcon Complete from CROWDSTRIKE).	M	Partial	Standard	If NHDoIT hosted, Yes. If Windsor hosted, No, we use MS Defender and MS Defender for Cloud.
B3.17	Solution must be able to integrate with a Federated Identity Management system.		Yes	Custom	We can integrate with OpenID Connect protocol. Could be additional work depending on the IAM framework. Per DES' request, we will include the the cost to connect with an IAM that uses OpenID Connect protocol into the LRM implementation.

Sm 10/4/24

Map Interface, Search, Search Results					
B4.01	Solution includes a searchable public-facing map interface (i.e. Map).	M	Yes	Standard	
B4.02	Solution includes a public-facing text based search	M	Yes	Standard	
B4.03	Solution's Map displays data from the data warehouse.	M	Yes	Standard	
B4.04	Solution searches the DME and displays results in a tabular manner and as points, parcels or lines on the Map.	M	Yes	Standard	
B4.05	Solution's Map search results return a common set of cross program information stored in the DME (e.g. address, name, ID number).	M	Yes	Standard	
B4.06	Solution's Map search results return the source of the result (i.e. DME domain).	M	Yes	Standard	
B4.07	Solution's Map includes filtering tools (e.g. dropdowns, checkboxes).	M	Yes	Standard	
B4.08	Solution's Map search results can be sorted.	M	No	Custom	Can't currently sort results, but can consider it as a future enhancement. As agreed with DES, we'll explore the need for sorting after the system get's some use. We have found that this has not been a need from other State implementations.
B4.09	Solution's Map search follows progressive disclosure design (i.e. initial tabular search results further link to site detail pages)	M	Yes	Standard	
B4.10	Solution includes the ability to configure a template to display more detailed results from the data warehouse in a low- or no-code manner.	P	Yes	Future	Coming in new Explorer version. nVIRO releases always include the most recent version of Explorer. Ability to configure the template as described will be in Release 2024.3, - Late Nov / Early December 2024.
B4.11	Solution's site results page can be configured through low- or no-code interfaces.	M	Yes	Future	Coming in new Explorer version: nVIRO Release 2024.3 - Late Nov / Early December, 2024.
B4.12	Solution's site results page template include options for links, text, pictures.	P	No	Custom	Possible future enhancement. Would need to explore the use case. Des confirmed that an enhancement is not needed for first phase with LRM.
B4.13	Solution's Map includes the ability to pan, zoom and filter the searchable environmental interests based on current map area.	P	Yes	Standard	
B4.14	Solution's Map includes the ability to search within a user-defined boundary or user-defined radius (e.g. place a point on a map and locate all environmental activities within a given radius of 5 miles)	P	Yes	Standard	
B4.15	Solution's Map includes the ability for a user to switch between different base layers.	M	Yes	Standard	
B4.16	Solution includes the ability for an administrator to configure groupings of spatial layers ("environmental themes") in the Map in a low- or no-code manner	P	Yes	Standard	
B4.17	Solution's Map includes the ability for a user to toggle the visibility of individual spatial layers or layer groupings on the map.	M	Yes	Standard	
B4.18	Solution includes the ability for an administrator to manage the list of web services displayed in the Map in a low- or no-code manner		Yes	Standard	

SW 10/4/24

B4.19	Solution's Map searchs uses approximate string matching (i.e. fuzzy search) for search criteria (e.g. address, name, ID number).	M	Yes	Standard	
B4.20	Solution's Map filtering options dynamically update based on changes to the data warehouse (i.e. dropdowns update as data is added to the data warehouse, etc.).	P	Yes	Standard	
B4.21	Solution includes the ability for an administrator to configure Map filters in a low- or no-code manner (e.g. adding or removing filters).	P	Yes	Standard	
B4.22	Solution's Map search result capability include the ability for users to export search results in common data formats (e.g., .csv, .pdf, .txt).	M	Partial	Standard	Currently can export in csv format. Looking at providing additional formats.
B4.23	Solution's results pages are printer-friendly (e.g., results list formatted to fit on 8.5 x 11 page).	M	Partial	Standard	Profile pages are print friendly and include a small map. For search result lists, the user needs to download to csv/excel to print today.
B4.24	Solution includes the ability to download documents from the document library.	M	Yes	Standard	
B4.25	Solution's Map displays different symbology for various sites, interests and activities so that users can distinguish between them at a glance.	M	Yes	Standard	
B4.26	Solution includes tools to monitor and report on the number and types of queries, and the query result set sizes, for predefined periods (e.g., weekly, monthly, quarterly, yearly) and manually defined periods.	M	Yes	Standard	There is query audit log table that tracks this information, but it is not exposed to the GUI today. Can be accessed by database administrator.

SW 10/4/24

Phase 3 - Business Intelligence (Reporting, Visualization, Analytics)					
B5.01	Solution follows the mobile-first design philosophy for all publicly used interfaces.	M	No	Future	The internal reporting tool nVISAGE today is not mobile-friendly. Enhancements would need to be made to make this mobile-friendly. The system is compatible with various data visualization tools. However, the eternal reporting tool nSITE Explorer is mobile friendly.
B5.02	Solution follows the mobile-first design philosophy for all field compliance, enforcement, and inspection interfaces.	M	No	Partial	The inspection component, nSPECT, is fully mobile as a downloadable app on phones or other mobile devices and can operate in both a connected and discconnected mode. The core nVIRO app can be used on mobile browsers. However, practically speaking, certain functionality does not lend itself well to small screen format. Also, certain functionality such as document editing is only available on a desktop. The internal reporting tool nVISAGE today is not mobile-friendly. Enhancements would need to be made to make this mobile-friendly. The system is compatible with various data visualization tools. However, the eternal reporting tool nSITE Explorer is mobile friendly.
B5.03	Solution includes auditing to support individual user accountability and reconstruction of user actions.	M	Yes	Standard	Limited to audit of core transactional data updates. Tracked as before / after field values, status transitions, by user.
B5.04	Solution is compliant with Section 508 of the Rehabilitation Act - Consumer Technology Standards and the Web Content Accessibility Guidelines (WCAG) 2.2 or greater.	M	Yes	Standard	
B5.05	Solution must integrate with NHDES' Oracle Autonomous Cloud Database.	M	Yes	Standard	Assumption that this is for data migration/ETL purposes.
B5.06	Solution contains help systems that are clear, consistent across interfaces, and conveniently accessible in locations where users need answers to their questions (e.g., when they get started using the site, where they could benefit from useful information, and where help is critical).	M	Yes	Standard	A fully indexed and searchable support site is available to users. dup of B1.19
B5.07	Solution's help systems are updated concurrently with new releases of the system.	M	Yes	Standard	duplicate of B1.20
B5.08	Solution provides contextual help based on the location of a mouse or cursor.	M	Yes	Standard	The system directs users to the support site based on the page they are working, not specific mouse/cursor location. Duplicate of B1.21.
B5.09	Solution provides functional and technical online help documentation for internal solution users and administrators	M	Yes	Standard	A fully indexed and searchable support site is available to users.

SV 10/4/24

B5.10	Solution includes a user feedback tool.	M	Yes	Standard	nVIRO provides the ability to link to a client maintained web pages including a Contact page that could provide directions for inquiries or reporting of issues. This is out of the box, no enhancements needed. If more complex functionality is necessary, this can be defined as an enhancement story.
B5.11	Solution includes role-based security.	M	Yes	Standard	
B5.12	Solution will work with NHDoIT's chosen endpoint detection and response provider (i.e. Falcon Complete from CROWDSTRIKE).	M	Yes	Standard	If NHDoIT hosted, Yes. If Windsor hosted, No, we use MS Defender and MS Defender for Cloud.
B5.13	Solution must be able to integrate with a Federated Identify Management system through an open standard (e.g., SAML, OpenID Connect, OAuth). Please include standard in the comments.	M	Yes	Custom	OpenID Connect is supported, but there is likely integration work to integrate with the selected third party IM.
B5.14	Solution includes low- or no-code data analysis and visualization tools.	M	Yes	Standard	
B5.15	Solution includes data analysis and visualization tools that can publish external facing interactive dashboards.	M	Partial	Partial	nVIRO does have a process to provide extracts to a Data Mart for BI tools such as PowerBI or other visualization tools, but those tools must be implemented by the client. Per DES, enhancement not needed for first phase with LRM.
B5.16	Solution includes low- or no-code reporting functionality.	M	Yes	Standard	
B5.17	Solution includes reporting tools that can access all data contained within the solution	M	Yes	Standard	
B5.18	Solution includes reporting tools that can define and publish interactive reports with filtering capability.	M	Yes	Standard	
B5.19	Solution includes reporting tools that can define and publish canned reports.	M	Yes	Standard	
B5.20	Solution includes the ability to publish reports that are accessible to internal or external users.	M	Partial	Partial	Internal users only. Unless using a third party visualization tool that is made available publicly. An example would be implementation of a PowerBI or SSRS application that allows external users to run reports or dashboards.. nVISAGE reports can also be exported and emailed to external users.
B5.21	Solution includes the ability to export reports in PDF format.	M	No	Custom	Saves to Excel which can then be saved as PDF. Saving directly to PDF would be an enhancement.
B5.22	Solution includes the ability to export reports in csv or Excel format.	M	Yes	Standard	
B5.23	Solution includes the ability to export spatial data in a GIS file format (e.g., shapefile, JSON or KML)	M	Partial	Custom	We can support export to GeoJSON and KML. Explorer currently allows export of site data in a very limited manner to those two formats.Per DES, enhancement not needed for first phase with LRM.
B5.24	Solution includes the ability to generate a report of all registered system users	M	Yes	Standard	

Sw 10/4/24

B5.25	Solution includes the ability to schedule recurring reports.	P	Yes	Standard	
B5.26	Solution includes the ability to configure automatic distribution paths for generated reports (i.e., automatically send a report to a particular user).	P	Yes	Standard	
B5.27	Solution includes the ability to notify NHDES staff (e.g., the administrator) of an automatic report distribution/posting.	P	Yes	Standard	Report scheduling and email distribution is a new feature recently added to nVISAGE.
B5.28	Solution includes reporting tools that can accept parameters through links (e.g., www.reportserver.com/rpt_id=1&start_date=01012022&end_date=12312022)	M	No	Custom	This would be an enhancement. Per DES, enhancement not needed for first phase with LRM.
B5.29	Solution includes tools to monitor and report on the number and types of queries, and the query result set sizes, for predefined periods (e.g., weekly, monthly, quarterly, yearly) and manually defined periods.	M	No	Custom	This would be an enhancement. Per DES, enhancement not needed for first phase with LRM.
Phase 4 - Identity and Access Management					
B6.01	Solution is compliant with 40 CFR 3, U. S. Environmental Protection Agency's (EPA) Cross-Media Electronic Reporting (CROMERR).	M	Yes	Standard	
B6.02	Solution includes auditing to support individual user accountability and reconstruction of user actions.	M	Yes	Standard	
B6.03	Solution provides electronic signature functionality that is legally valid and enforceable.	M	Yes	Standard	
B6.04	Solution provides electronic signature functionality everywhere signature is required in the system including forms.	M	Yes	Standard	
B6.05	Solution is compliant with Title II of the American with Disability Act (ADA), Section 508 of the Rehabilitation Act - Consumer Technology Standards and the Web Content Accessibility Guidelines 2.2 (WCAG) guidelines for conformance.	M	Yes	Standard	Duplicate of B1.16.
B6.06	Solution must integrate with NHDES' ESRI ArcGIS Enterprise.	M	Yes	Standard	
B6.07	Solution must integrate with NHDES' Oracle Autonomous Cloud Database.	M	Yes	Standard	Assumption that this is for data migration/ETL purposes.
B6.08	Solution contains help systems that are clear, consistent across interfaces, and conveniently accessible in locations where users need answers to their questions (e.g., when they get started using the site, where they could benefit from useful information, and where help is critical).	M	Yes	Standard	A fully indexed and searchable support site is available to users. Duplicate of B1.19.
B6.09	Solution's help systems are updated concurrently with new releases of the system.	M	Yes	Standard	duplicate of B1.20.
B6.10	Solution provides contextual help based on the location of a mouse or cursor.	M	Yes	Standard	The system directs users to the support site based on the page they are working, not specific mouse/cursor location. Duplicate of B1.21.
B6.11	Solution provides functional and technical online help documentation for internal solution users and administrators	M	Yes	Standard	A fully indexed and searchable support site is available to users.
B6.12	Solution includes the ability to set up multiple user roles.	M	Yes	Standard	Duplicate of B3.14

Sr 10/4/24

B6.13	Solution will work with NHDoIT's chosen endpoint detection and response provider (i.e. Falcon Complete from CROWDSTRIKE).	M	Yes	Standard	If NHDoIT hosted. If Windsor hosted, No, we use MS Defender and MS Defender for Cloud.
B6.14	Solution must include the ability to configure terms of use in a low- or no-code environment.	M	Yes	Standard	
B6.15	Solution includes tools and technologies to implement Identity and Access Management (IAM) for the solution or connects with the State's FIM solution.	M	Yes	Standard	Solution has built in IAM, but can also be integrated with other IAM software that is compliant with OpenID Connect.
B6.16	Solution includes tools and technologies to implement Federated Identity Management (FIM) between disparate systems.	M	Yes	Standard	OpenId Connect.
B6.17	Solution's FIM uses an open standard (e.g., SAML, OpenID Connect, OAuth). Please include standard in the comments.	M	Yes	Standard	OpenId Connect.
B6.18	Solution's IAM administrative functions include (a) authentication of users, (b) creation and assignment of user roles (e.g, role-based security), and (c) user account management.	M	Yes	Standard	
B6.19	Solution's IAM includes user ability to (a) self-register and validate email address, (b) request roles/system access, (c) update account information, (d) reset password with security questions or two-factor authentication, and (e) unlock account	M	Yes	Standard	
B6.20	Solution's IAM includes role for NHDES system adminstrator to (a) reset password, (b) inactivate account) (c) grant and remove roles/system access, (d) unlock account	M	Yes	Standard	In additiona, Administrators have the ability to change email addresses for a person. Bulk changes of internal agency emails (e.g. for a format change) can be accomplished via a SQL script (exercised via maintenance & support).
B6.21	System will provide a mechanism for users to acknowledge agreement to the "terms of use" of the system.	M	Yes	Standard	
B6.22	System will provide links to a list of NHDES legacy resources/systems that the user has been granted access	M	No	Not Available	Solution has the ability to include links to external systems / web pages. However, determination of access to those systems is not managed by the solution.
Phase 5 - Smart Forms, Workflow					
B7.01	Solution is compliant with Section 508 of the Rehabilitation Act - Consumer Technology Standards and the Web Content Accessibility Guidelines (WCAG) 2.2 or greater.	M	Yes	Standard	Duplicate of B6.05, B1.16.
B7.02	Solution must integrate with NHDES' Microsoft 365 and Office 365 platform services (GCC Government Community Cloud).	M	No	Not Available	Per discussion on 9/4, this requirement is not required because system has an integrated solution for document management and editing.
B7.03	Solution must integrate with NHDES' ESRI ArcGIS Enterprise.	M	Yes	Standard	
B7.04	Solution must integrate with NHDES' Oracle Autonomous Cloud Database.	M	Yes	Standard	Assumption that this is for data migration/ETL purposes.

SW 10/4/24

B7.05	Spatial web services published by the solution must adhere to OGC standards.	M	No	Custom	We can support export to GeoJSON and KML. Explorer currently allows export of site data in a very limited manner to those two formats. nVIRO consumes spatial web services (e.g., spatial layers for Explorer and site plan). It does not not publish web services. Clients typically publish spatial services via ESRI. See answer for B3.07.
B7.06	Solution must consume OGC compliant (Open Geospatial Consortium) web services.	M	Yes	Standard	
B7.07	Solution allows users to upload/import data and documents	M	Yes	Standard	
B7.08	Solution includes the ability to convert file types to PDF	M	Yes	Standard	This happens automatically for Finalized documents.
B7.09	Solution contains help systems that are clear, consistent across interfaces, and conveniently accessible in locations where users need answers to their questions (e.g., when they get started using the site, where they could benefit from useful information, and where help is critical).	M	Yes	Standard	A fully indexed and searchable support site is available to users.
B7.10	Solution's help systems are updated concurrently with new releases of the system.	M	Yes	Standard	
B7.11	Solution provides contextual help based on the location of a mouse or cursor.	M	Yes	Standard	The system directs users to the support site based on the page they are working, not specific mouse/cursor location.
B7.12	Solution provides functional and technical online help documentation for internal solution users and administrators	M	Yes	Standard	A fully indexed and searchable support site is available to users.
B7.13	Solution includes the ability to set up multiple user roles.	M	Yes	Standard	
B7.14	Solution will allow for the offline collection of information, completion of workflows and attachment of documents. Work done offline will be synched/uploaded to the system when data connection is available.	M	No	Not Planned	Offline collection of information is available for mobile inspections only (nSPECT), but not other nVIRO components.
B7.15	Solution will work with NHDoIT's chosen endpoint detection and response provider (i.e. Falcon Complete from CROWDSTRIKE).	M	Yes	Standard	If NHDoIT, Yes. If Windsor Hosted, No; Windsor hosted solutions use Azure Cloud Hosting, along with the associated MS Defender for Cloud technologies.
B7.16	Solution includes spell check in all text entry fields.	M	Yes	Standard	Uses standard web spell checking.
B7.17	Solution includes spell check custom dictionary (e.g., "NHDES" acronym can be added).	P	No	Not Available	Custom dictionaries may be loaded to Microsoft 365 on the desktop for document editing in the online browser document editor only.
B7.18	Solution includes an overview of user associated activity (e.g., view status of submitted forms, workflow steps, items due, upcoming inspections)	M	Yes	Standard	
B7.19	Solution includes the ability to inactivate forms and workflows by NHDES staff	M	Yes	Standard	
B7.20	Solution must be able to integrate with a Federated Identify Management system.	M	Yes	Standard	OpenId Connect

SW 10/4/24

B7.21	Solution includes the ability to test system capabilities and train new staff without impacting production records.	M	Yes	Standard	This is supported in a non-production test or training environment.
Payment					
B8.01	Solution includes electronic payment processing functionality (e.g., credit cards and echecks).	M	Yes	Standard	via integration Agency provided payment processor. Connection to Lexis Nexis AND Bank of America's CyberSource gateways will be included in the initial cost of nViro.
B8.02	Solution's payment processor is the Merchant of Record (MoR).	M	Yes	Standard	All payment transactions use the payment processor as the merchant of record which stores all relevant payment transaction details. Payment card / account details are not held in in nVIRO, only payment status and confirmation reference number returned by the merchant.
B8.03	Solution includes the ability to generate invoices and receipts.	M	Yes	Standard	
B8.04	Solution includes the ability to reconcile payment information with State of NH financial systems and accounts	M			Windsor can provide custom integration with the State's Financial system and accounts as necessary. Alternately, Invoice and Fee Payment information may be reported in nVISAGE for manual reconciliation with the State's Financial system.
Business Rules					
B9.01	Solution has the ability to configure business rules	M	Yes	Standard	
B9.02	Business rules are configurable through a low- or no-code environment.	M	Yes	Standard	
B9.03	Business rules configuration is limited to assigned users	M	Yes	Standard	
B9.04	Solution has the ability to manually override business rules (limited to assigned users)	M	Partial	Standard	As specified in the response to B11.03 certain validations may be customized based on record type. Certain validations can be set to Warnings rather than Errors. Once in place an Error validation can't just be ignored / overridden.
CROMERR					
B10.01	Solution is compliant with 40 CFR 3, U. S. Environmental Protection Agency's (EPA) Cross-Media Electronic Reporting (CROMERR).	M	Yes	Standard	
B10.02	Vendor applies for, obtains, and maintains EPA approval under 40 CFR 3, U. S. Environmental Protection Agency's (EPA) Cross-Media Electronic Reporting (CROMERR) when paired with NHDES business processes as described in ENV-C 214 Cross-Media Electronic Reporting Rule.	M	Partial	Custom	CROMERR is fully supported by the solution, but the solution is only a portion of CROMERR approval. CROMERR application is the responsibility of the agency. Multiple agencies using nVIRO have applied for and received approval. However, Windsor can support this application process. Windsor can provide input to NH for the technical portions of the CROMERR application process.
B10.03	Solution allows users to search for and associate submittals with an established facility or site (e.g., business name, address)	P	Yes	Standard	

SJ 10/4/24

Workflow					
B11.01	Solution includes multi-channel communication capabilities (e.g. email, text, etc.).	M	Yes	Standard	Emails, automated notifications, correction requests. Notifications are sent via email and are available within the system (depending on user config). SMS is not currently supported.
B11.02	Data produced by the solution allows the efficient sharing of environmental information with the US EPA , states, tribes, local governments, the private sector, and other information trading partners.	M	Yes	Standard	
B11.03	Solution includes QAQC tools to validate data and support automated and manual QAQC processes	M	Yes	Standard	Data validations are supported along with validations for form configuration, etc.. Certain validations are customizable by users with administrative authority.
B11.04	The solution will manage the association of documents to users and sites (e.g. permits for sites, certifications and licenses for users, reports for facilities).	M	Yes	Standard	
B11.05	Solution includes auditing to support individual user accountability and reconstruction of user actions.	M	Yes	Standard	via audit history, form versioning
B11.06	Solution includes the ability to integrate with the document libary (e.g., link documents generated by a workflow to entities).	M	Yes	Standard	Documents are managed within the relevant entity (e.g., Submission, Permit, Evaluation(akaInspection), Compliance Action)
B11.07	Solution allows the association of spatial data (e.g., points lines and polygons) to entities (e.g., sites, activities and persons).		Yes	Standard	Site and Feature location supports geospatial points, lines and polygons.
B11.08	Solution includes the ability to configure a series of activities necessary to complete a task (i.e. workflow).	M	Yes	Standard	
B11.09	The configuration of workflows is based on user role		Yes	Standard	
B11.10	The configuration of workflows in the solution occurs in no-code environment.	P	Yes	Standard	
B11.11	The configured workflows are managed (by user role) in a library.		Yes	Standard	
B11.12	Solution includes workflows consisting of multiple stages of review and input by internal and external users.	M	Yes	Standard	
B11.13	Solution includes the ability to configure business rules for workflow steps (e.g., communications sent, documents produced, timeframes assigned, status assigned)	M	Partial	Standard	Workflow supports configuration of worflow tasks (steps). Tasks may be configured to trigger follow on tasks and may have due dates specified. At time of activation / task assignment the notifications are triggered. Task status transitions may also trigger notifications.
B11.14	Solution includes the ability to capture additional information (e.g., comments, data) within a workflow steps.	M	Yes	Standard	Workflows are within the context of an entity (e.g., Submission, Evaluation, Compliance Action). Users may capture or edit information on the related entity to which they are assigned a task.

SN 10/4/24

B11.15	Solution includes the ability to configure workflow statuses (e.g., approved, denied, completed, hold, under review) by user role	M	Yes	Standard	
B11.17	Solution includes the ability to configure templates for the generation of documents, communications, invoices, etc.	M	Yes	Standard	
B11.18	Solution includes the ability to associate templates to workflow steps for the generation of documents, communications, etc.	M	No	Custom or Future	A task may be used to instruct the user to generate a document, but does not automatically generate documents at this time. Notifications may be sent automatically on status changes. Letters may be automatically generated in the form of a notification and maybe triggered system via certain events (e.g., Status change) or other rules. In nVIRO they are not driven by the Workflow Tasks.
B11.19	Solution includes the ability to review and edit documents produced from templates prior to further action.	M	Yes	Standard	Full MS Word editing is supported in the browser. No download/upload needed.
B11.20	Solution includes the ability to publish documents in PDF format	M	Yes	Standard	Duplicate of B7.08. This is automatic upon finalization of the document
B11.21	Solution includes the ability configure the generation of schedules by workflow steps (e.g., reporting timelines, license renewals, regulatory and compliance schedules, upcoming inspections)	M	Yes	Standard	Schedule generation is not part of "workflow", but schedules are configurable for all reporting needs. A 'System Actions' can be configured to send a customized Notification at a specified time period prior to a permit/certification's expiration date. f a correction (or more information) is needed on an application, a correction request may be sent to the applicant.. This displays on the applicant's dashboard and notifications are sent for the correction request, and if a due date is specified, a 'System Action' may be configured to send a reminder notification prior to the specified "Correction Due Date", or after it passes.
B11.22	Solution includes the ability to configure assignment workflows to a specific user or a workgroup.	M	Yes	Standard	
B11.23	Solution includes the ability to manually reassign workflows to a specific user or workgroup	M	Yes	Standard	
B11.24	Solution includes the ability to manually add or edit workflow steps (limited to assigned users)	M	Yes	Standard	
B11.25	Solution includes the ability to configure the generation of invoices and receipts.	M	Yes	Standard	

SW 12/4/24

B11.26	Solution includes the ability to classify smart forms, which dictates accessibility (e.g., draft/final, internal/external, public/non-public).	M	Yes	Standard	
B11.27	Solution includes the ability to classify documents, which dictates accessibility (e.g., draft/final, internal/external, public/non-public).	M	Yes	Standard	
B11.28	Solution includes the ability to configure business rules to set working and non-working days for calculating certain timeframes/deadlines (e.g., application review/processing times).	M	Yes	Standard	
B11.29	Solution includes the ability to categorize and group workflows according to metadata (e.g. regulaltory program, permit type) so that they are easily searchable.	M	Yes	Standard	
B11.30	Solution includes the automatic collection of metadata to support auditing of individual user accountability and reconstruction of user actions.	M	Yes	Standard	via audit history, form versioning. Duplicate of B11.05 and B6.02.
B11.31	Solution includes the ability to select from a "library" of standard language to insert into a document or communication template.	M	Yes	Standard	
B11.32	Solution includes the ability to manage the "library" of standard language (by user role).	M	Yes	Standard	Limited to Permit conditions (see above).
B11.33	Solution includes the ability to configure workflow steps as mandatory or optional.	M	Yes	Standard	
B11.34	Solution includes the ability to configure data captured in a workflow step as mandatory or optional.	M			When transitioning status of various records (e.g., Permit, Compliance Action), validations are performed to verify mandatory data has been defined. Additionally, rules may be configured to run validations at time of status transitions. Workflow steps do not.
B11.35	Solution includes the ability to assign document names based on configurable business rules.	M	Yes	Standard	Document names are assigned based on configuration specified in the related document template, or form submission.
Smart Forms					
B12.01	Solution includes the ability to collect and process large amounts of data in standard/predefined formats.	P	Yes	Standard	
B12.02	Solution includes the ability to configure templates to enable users to upload data in standard/predefined formats	M	Yes	Standard	
B12.03	Solution provides electronic signature functionality that is legally valid and enforceable.	M	Yes	Standard	
B12.04	Solution provides electronic signature functionality everywhere signature is required in the system including forms.	M	Yes	Standard	
B12.05	Solution includes a user feedback tool.	M	Yes	Standard	See B 3.12.
B12.06	Solution should allow for data input from a guest user (e.g., complaint forms, surveys)	M	Yes	Standard	
B12.07	Solution allows NHDES staff to determine which forms are accessible by specific user roles.	M	Yes	Standard	

JW 10/4/24

B12.08	Solution's smart forms includes a map interface for the drawing and collection of spatial data features (e.g. points, lines, polygons).	M	Partial	Standard	Entry on a Form is limited to a Point. Points, lines and polygons are supported on the Site Plan. The Site Plan is a map of the site that allows placement and display of multiple site features.
B12.09	Solution's smart forms includes the ability to geocode and display on a map a typed in address.	M	Yes	Standard	
B12.10	Solution includes the ability to upload any document type, of any size.	M	Yes	Standard	Size limit is configurable. While this could technically be an extremely large number, we recommend setting it to a more reasonable size (e.g., 500mb) to prevent excessive storage growth.
B12.11	Solution includes the ability to configure limits on allowed file types and maximum size.	M	Yes	Standard	
B12.13	Solution includes the ability to configure interfaces for the intake of data and information (i.e. smart forms)	M	Yes	Standard	
B12.14	Solution's smart forms are configured in a no- or low-code environment	M	Yes	Standard	
B12.15	The configuration of smart forms is based on user role	M	Yes	Standard	
B12.16	Solution includes the ability to categorize and group smart forms according to metadata (e.g. regulaltory program, permit type) so that they are easily searchable through the public interface.	M	Yes	Standard	
B12.17	Solution's smart forms funtionality includes save and continue functionality.	M	Yes	Standard	
B12.18	Solution's smart forms funtionality includes the ability to attach documents, photos, video and other media to a form.	M	Yes	Standard	This can be done today, as long as we allow uploading of the extension type.
B12.19	Solution includes the ability to populate templates from smart form data (e.g., data submitted, metadata)	M	Yes	Standard	
B12.20	Solution's smart forms functionality includes the ability to configure various data input control types (e.g., dropdowns, radio buttons, checkboxes, text boxes)	M	Yes	Standard	
B12.21	Solution's smart forms funtionality includes the ability to electronically sign forms including forms that require multiple signatures	M	Yes	Standard	
B12.22	Solution's Smart Forms functionality allows NHDES staff to require third party signatures prior to submittal.	M	Yes	Standard	
B12.23	Solution Smart Forms functionality includes the ability of the user to require third party reviews and signatures based on their relationship to the submittal (e.g., owner, contractor, agent).	M	Yes	Standard	
B12.24	Solution's Smart Forms functionality allows NHDES staff (e.g., smart form administrator) to assign a title to a third party reviewer based on the requirements of the form (e.g., Home Owner, Enviornmental Contractor, Property Agent).	M			
B12.25	Solution's Smart Forms will display the name, title, date and time that all users signed the submittal.	M	Yes	Standard	

SW 10/4/24

B12.26	Solution's smart forms functionality includes the ability for users to share access to a smart form (e.g., preparers or consultants, certifiers, submitters).	M	Yes	Standard	
B12.27	Solution's smart forms functionality includes the ability to (a) validate input data (e.g., 10 digit phone number, USPS verified address, 5 or 9 digit zip code), and (b) set certain fields as required	M	Yes	Standard	
B12.28	Solution's smart forms functionality includes the ability to notify user that input data is not valid for specified field.	M	Yes	Standard	
B12.29	Solution's smart forms functionality includes the ability to create calculated form fields based on input data (e.g., fees, certification dates)	M	Yes	Standard	
B12.30	Solution's smart forms includes automatic calculations of application fees based on the application type and form contents, including calculating changes in fees in the case of resubmittals of an application (e.g., resubmittal resulting from a correction/information request).	M	Yes	Standard	
B12.31	Solution's smart forms functionality includes the ability to accept electronic payment or interface with a payment processor	M	Yes	Custom	Specific payment processor typically requires some custom integration and will be included in the initial instantiation.
B12.32	Solution's smart forms functionality includes the ability to print a payment voucher associated with the form to allow for payment by mail.	M	Yes	Standard	
B12.33	Solution's smart forms functioinality includes the ability to associate offline and online payments with system generated invoices.	M	Yes	Standard	
B12.34	Solution's smart forms functioinality includes the ability to identify an invoice as paid, partially paid, or unpaid.	M	Yes	Standard	
B12.35	Solution's smart forms functioinality includes the ability to associate payment data (e.g., program account number, amount paid, submittal number) per smart form.	M	Yes	Standard	
B12.36	Solution's smart forms functionality includes the ability to require a payment before submission, or to allow the user to pay later, after submission	M	Yes	Standard	
B12.37	Solution's smart forms functionality includes the ability to conditionally display or hide items based on preceding input.	M	Yes	Standard	
B12.38	Solution's smart forms functionality includes the ability to format the text associated with input controls (e.g., bold, underline, italicize, bullets)	P	Yes	Standard	This ability exists for Read Only Instruction controls. Other controls such as selection dropdowns, entry fields, checkboxes etc. do not support specialized font formatting.
B12.39	Solution's smart forms functionality includes the ability to prepopulate form data from the data warehouse based on user input (e.g., entering a license number pulls the associated user name and address, site identification number pulls up permit information) or account profile.	M	Yes	Standard	Prepolulation may be from the application or the nVIRO Data Hub (reporting).
B12.40	Solution generates unique IDs for each smart form submittal.	M	Yes	Standard	
B12.41	Solution has the ability to assign unique identifiers for submittals based on configurable business rules.	P	Yes	Standard	

Sw 10/4/24

B12.42	Solution has the ability to trigger a defined workflow based on a smart form submittal (e.g. submittal review)	M	Yes	Standard	
B12.43	Solution includes the ability for the user to revise a submittal unless precluded by NHDES Staff	M	Yes	Standard	
B12.44	Solution includes the ability for NHDES to request that a user revise a submittal (i.e., request for more information)	M	Yes	Standard	
B12.45	Solution includes the ability for NHDES to include comments and specificy invalid/questionable responses on a request for revision of a submittal.	M	Yes	Standard	
B12.46	Solution includes the ability for NHDES to compare user revisions of a submittal.	M	Yes	Standard	
B12.47	Solution includes the ability for NHDES to manually add or override fees (based on user role)	M	Yes	Standard	
B12.48	Solution includes the ability for smart forms to be revised without impacting previously submitted forms	M	Yes	Standard	
B12.49	Solution includes the ability for versioning of smart forms.	M	Yes	Standard	
B12.50	Solution includes the ability to store smart form data as a Copy of Record (COR) to ensure that original data submitted by the external user can be validated for authenticity.	M	Yes	Standard	
B12.51	Solution's smart forms includes the ability to configure attestations per smart form	M	Yes	Standard	Configure as instruction control.
B12.52	Solution's Smart Form submittal process includes the ability for a user to agree to attestation.	M	Yes	Standard	Configure as yes/no or checkbox corresponding to attestation instruction control.
B12.53	Solution's Smart Form allows the user to submit geospatial data through points, lines, and polygons, which derrives latitude and longitude.	M	Yes	Standard	Forms are limited to points (i.e., the mapping widget associated with a form cannot accept lines or polygons). Forms are limited to points. A site does not need to exist to submit a form. If the site is new it is created as part of the form submission. The site plan allows editing / upload of shapes. A site must exist before editing the site plan.
B12.54	Solution's Smart Form allows the user to submit geospatial data through keying in latitude and longitude.	M	Yes	Standard	
B12.55	Solution's Smart Form allows the user to submit geospatial data through the typing of an address which derrives latitude and longitude.	M	Yes	Standard	
B12.56	Solution's smart form allows users to upload/import spatial data in order to define the location of a site and its feature/environmental activities (e.g., shapefile, JSON, KML).	M	Yes	Standard	Site feature locations may be uploaded using spatial files including KML, GeoJSON. They may also be edited graphically within the Site Plan user interface.

Sw 10/4/24

B12.57	Solution includes the automatic collection of metadata to support auditing of individual user accountability and reconstruction of user actions.	M	Yes	Standard	via audit history, form versioning. Duplicate of B11.05 and B6.02. Audit Data is stored in tables and displayed in the user interface.It includes the following fields: who, when, field, old value, new value.

Sw 10/4/24

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using Open API Specifications See: https://spec.openapis.org/oas/v3.1.0 (please specify supported version in the comments field).	M	Yes	Standard	Windsor supports the Open API v 2.0 spec: https://swagger.io/specification/v2/ We are open to upgrading to the latest version should there be a specific need identified.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.3	Enforce unique user names.	M	Yes	Standard	
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	

SW 10/4/24

A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	
A2.13	All logs must be kept for (XX- days, weeks, or months).	M	Yes	Standard	
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	

SJ 10/4/24

A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	

SW 10/4/24

TESTING REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	Application Vulnerability Scan.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	Application Vulnerability Scan results
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard	Application Vulnerability Scan and Microsoft Defender for Cloud
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M			DES indicates that this is not applicible.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard	Microsoft Defender for Cloud
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M			DES indicates that this is not applicible.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization	M			DES indicates that this is not applicible.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	

SW 10/4/24

T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	. Yes	Standard	Application Vulnerability Scan.
T1.13	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	Application Vulnerability Scan.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	Application Vulnerability Scan results
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M			DES indicates that this is not applicible.
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Custom	Tuning is performed based on performance analysis. Type of stress testing will be discussed during project.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	

10/4/24

SECURITY REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Prohibited Technologies					
P1.1	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf and No equipment or services on the FCC Covered List found here: https://www.fcc.gov/supplychain/coveredlist	M	Yes	Standard	
Security Compliance Requirements					
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations | CSRC (nist.gov)	M	Yes	Standard	Azure hosting supports NIST standards
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations | CSRC (nist.gov)	P	Yes	Standard	Azure hosting supports NIST standards
StateRAMP Authorization					
T2.1	StateRAMP Ready/Authorized Certification: https://stateramp.org/	P	Yes	Standard	Hosting with MS Azure Commerical Cloud. MS Azure Commerical is FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product.
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	N/A		Hosting with MS Azure Commerical Cloud. MS Azure Commerical is FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product.
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	N/A		Hosting with MS Azure Commerical Cloud. MS Azure Commerical is FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product.
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	N/A		Hosting with MS Azure Commerical Cloud. MS Azure Commerical is FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product.
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	N/A		Hosting with MS Azure Commerical Cloud. MS Azure Commerical is FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product.
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	N/A		Hosting with MS Azure Commerical Cloud. MS Azure Commerical is FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product.

SW 10/4/24

T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	M	N/A		Hosting with MS Azure Commerical Cloud. MS Azure Commerical is FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product.
Other Certifications in lieu of StateRAMP					
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized | FedRAMP.gov	P	Yes	Standard	Hosting with MS Azure Commerical Cloud.

SW 10/4/24

Hosted Platform					
T4.1	SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments. • AWS US East/West • AWS GOVCLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services	P	Yes	Standard	Windsor's cloud hosting utilizes Azure Commercial Cloud.
Individual Agency Compliance Requirements					
T5.1	CROMERR (See Business Requirements B10.1, B10.2 & B10.3)	M	Yes	Standard	
Information Technology Accessibility Compliance					
T6.1	Web content and mobile applications must comply with WCAG 2.1, Level AA: https://www.w3.org/TR/WCAG21/.	M	Yes	Standard	
T6.2	Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware: https://www.access-board.gov/ict/.	M	Yes	Standard	
T6.3	Vendor shall complete the VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables https://www.itic.org/policy/accessibility/vpat	M	Partial	Custom	The last Full VPAT took place Dec 6 2019. We perform continued ADA scans and rectify issues as they arise. These scans are required by a few current clients. IF DES requires a full VPAT with a more recent date, then we will need to estimate that as part of the initial implementation costs. Full VPAT Scan will be included in the initial cost of nVIRO.

SW 10/4/24

PROJECT MANAGEMENT REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <every two weeks.>	M	Yes	Standard	
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format-on-Line, in a common library or on paper).	M	Yes	Standard	Various formats: Project Schedule - MS Project or SmartSheet Status Reports - MS Word Project story, task, tracking, communications - Jira. Windsor will provide up to 15 Jira user licenses during implementation. System Documentation - depending on nature. Document location would be client Sharepoint or Google Docs.

SW 10/4/24

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.0	The vendor will provide nViro expertise to configure and expand the NHDES nViro Solution that resides in the AZURE Commercial Cloud .	M			
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Standard	

SW 10/4/24

S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard	
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	As part of the cloud hosting Windsor will provide secure Azure blob storage for uploading/downloading files.

SW 10/4/24

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Partial	Standard	Cloud is Azure Commercial. Azure infrastructure availability is 99.95% Excluding scheduled maintenance windows.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	This was crossed out by DES.
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	Performed by Microsoft - MS Azure Cloud Secured Data Centers
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard	Performed by Microsoft - MS Azure Cloud Secured Data Centers
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	No	Not Available	Access to Azure environments is restricted. NH would have access to the nVIRO application and all nNIRO components. VPN would not be needed for nVIRO access. Secure login through Login.gov (or other IAM) would be required.
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	Except where that breach is due to negligence by the State. Examples of negiligence by the state or employee would include employee targeted phishing attacks, compromised / shared logins, compromized / shared access to Windsor provided resources (e.g., blob storage).

RW 10/4/24

DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	This is standard if the state selects Site Recovery as an option. The cost will be included in the Cloud Hosting Costs.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	All environment resources are backed up using zone-redundant, encrypted digital backups using Azure Recovery Services Vaults. Additionally, georedundant failover of the environments is provided using Azure Site Recovery. Note: Tapes are not used.
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	

SW 10/4/24

HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	The State can perform blackbox testing of the web applications via the https protocol using their choice of vunerability scanning software, as needed.
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	Except where that breach is due to negligence by the State. Examples of negligence by the state or employee would include employee targeted phishing attacks, compromised / shared logins, compromized / shared access to Windsor provided resources (e.g., blob storage).

SW 10/4/24

SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard	
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm-Monday through Friday EST.	M	Yes	Standard	
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	

SW 10/4/24

H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Yes	Standard	
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Partial	Custom	To be negotiated
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	

SW 10/4/24

H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	

SW 10/4/24

EXHIBIT A-1
SPECIAL CONDITIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting https://www.sam.gov.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: http://www.gasb.org

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

Contractor Initials SW
Date 10/4/24

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Contractor Initials SJ
Date 10/4/24

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

Contractor Initials_ SW
Date 10/4/24

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater

Contractor Initials_ JW
Date 10/4/24

5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER $10M

For projects over $10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

Contractor Initials Sd
Date 10/4/24

III. OTHER SPECIAL PROVISIONS

A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. ***Financial management***. *The Contractor shall comply with 2 CFR part 200 Subpart D* and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

2. ***Allowable costs***. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E.*

3. ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

4. ***Restrictions on Lobbying.*** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

5. ***Drug-Free Workplace.*** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

6. ***Protection for Whistleblowers.*** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

Contractor Initials__ SW
Date 10/4/24

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 WINDSOR SOLUTIONS, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on March 04, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **627015**

Certificate Number: **0006665902**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2024.

David M. Scanlan

Secretary of State

SW 10/4/24

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2024

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

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

PRODUCER
JD Fulwiler & Co., Insurance
5727 S Macadam Ave
Portland OR 97239

CONTACT NAME: Megan McGlohn
PHONE (A/C, No, Ext): 503-977-5659 FAX (A/C, No): 503-977-5859
E-MAIL ADDRESS: mmcglohn@jdfulwiler.com

INSURED
Windsor Solutions, Inc
11481 SW Hall Blvd, Suite 201W
Tigard OR 97223
WINDSOL-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Company Ltd.	11000
INSURER B: Travelers Casualty & Surety Co	31194
INSURER C: Twin City Fire Insurance Co	29459
INSURER D: Trisura Specialty Insurance Company	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1552130795 **REVISION NUMBER:** 17/18 Gen Use

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Host Liquor GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC OTHER:			52SBAAB0332	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X HAPD-$250Ded			52SBAAB0332	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							HAPD Limit	$ 50,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			52SBAAB0332	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		52WBCDL0392	10/1/2024	10/1/2025	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B D	Crime Professional/Technology E&O Cyber Liability			107324586 ATB661407603	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Limit Limit Limit	2,000,000 3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Add'l Crime incl under Pol#52SBAAB0332 - Sentinel Ins Co Ltd - Effective 10/1/24 to 10/1/25 - Limit $50,000
Professional Liability and Technology Errors & Omissions Retention: $5,000
RE: 2014-069C DoIT Automated Forms Submittal. All operations of the named insured are subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire Dept of Information Technology
Attn: Chief Information Officer
27 Hazen Dr
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SW 10/4/24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2024

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

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PRODUCER
JD Fulwiler & Co., Insurance
5727 S Macadam Ave
Portland OR 97239

CONTACT NAME: Megan McGlohn
PHONE (A/C, No, Ext): 503-977-5659 FAX (A/C, No): 503-977-5859
E-MAIL ADDRESS: mmcglohn@jdfulwiler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Company Ltd.	11000
INSURER B: Travelers Casualty & Surety Co	31194
INSURER C: Twin City Fire Insurance Co	29459
INSURER D: Trisura Specialty Insurance Company	
INSURER E:	
INSURER F:	

INSURED WINDSOL-01
Windsor Solutions, Inc
11481 SW Hall Blvd, Suite 201W
Tigard OR 97223

COVERAGES **CERTIFICATE NUMBER:** 476522986 **REVISION NUMBER:** 17/18 Gen Use

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Host Liquor GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			52SBAAB0332	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
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							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X HAPD-$250Ded			52SBAAB0332	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							HAPD Limit	$ 50,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			52SBAAB0332	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		52WBCDL0392	10/1/2024	10/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B D	Crime Professional/Technology E&O Cyber Liability			107324586 ATB661407603	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Limit Limit Limit	2,000,000 3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Add'l Crime incl under Pol#52SBAAB0332 - Sentinel Ins Co Ltd - Effective 10/1/24 to 10/1/25 - Limit $50,000
Professional Liability and Technology Errors & Omissions Retention: $5,000
All operations of the named insured are subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

New Hampshire Dept of Environmental Services
29 Hazen Dr
P O Box 95
Concord NH 03302-0095

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
Rick Harding

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SW 10/4/24

CERTIFICATE
(Corporation Without Seal)

I, GUY OUTRED, do hereby represent and certify that:

(1) I am PRESIDENT of WINDSOR SOLUTIONS, INC., an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on MAY 20, 1998, which meeting was duly held in accordance with OREGON law and the bylaws of the Corporation.

(5) The signature of SIMON WATSON of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as PRESIDENT of the Corporation.
DATE 10/2/2024

GUY OUTRED, PRESIDENT

STATE OF OREGON

COUNTY OF Multnomah

On this the 2 day of October, 2024, before me,

GUY OUTRED, personally appeared and acknowledged himself

to be the PRESIDENT of WINDSOR SOLUTIONS, INC. an

OREGON corporation, and that he, as such being authorized to do so,

executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

OFFICIAL STAMP
ANGEL ISAIAS CORTEZ
NOTARY PUBLIC-OREGON
COMMISSION NO. 1021703
MY COMMISSION EXPIRES FEBRUARY 01, 2026

Ex 10/4/24

80

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 13, 2024

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), to enter into a **Sole Source** contract amendment with Windsor Solutions, Inc., (VC # 208030) of Portland, OR, by increasing the price limitation by $1,595,472.33 from $2,893,932.00 to $4,489,404.33, and by extending the completion date from June 30, 2024 to June 30, 2029, for the purpose of ongoing maintenance and support of the State's primary electronic forms software platform, effective upon Governor and Executive Council approval through June 30, 2029. The Governor and Executive Council approved the original contract agreement on June 18, 2014, Item #15, and most recently amended on May 1, 2024 Item #46.

Source of funds: 100 % Other (Agency Class 27). The Agencies Class 027 used to reimburse DoIT is Federal Funds 22%, General Funds 37%, and Other Funds 41%.

Funds are available in the following account as follows for SFY 2025, and are anticipated to be available in SFY 2026 through SFY 2029 upon the availability and continued appropriation of funds in future operating budgets, 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- ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
01-03-03-0300010-77030000-Department of Information Technology-Central IT Services and Ops-038-500176-Online Services-Activity Code 03030310	$271,696.00	$316,243.52	$325,866.99	$335,817.93	$345,847.89

EXPLANATION

This is a **sole source** contract amendment because Windsor Solutions currently provides the existing electronic forms software platform for the State of New Hampshire. Windsor's electronic forms software platform is used by 20 State Agencies, with the top Agencies being: Department of Justice, New Hampshire Department of Environmental Services, and New Hampshire Insurance Department. In 2023, the 20 State Agencies in total processed 26,169 electronic forms using the Windsor platform and are on pace to surpass that total this year (2024).

Windsor's electronic platform has continued to provide reliable solutions to State Agencies to meet their requirements. With the contract extension, Windsor will continue providing ongoing maintenance and support, additional functionality as desired, increased vendor support to resolve technical issues via an improved helpdesk ticketing process, maintain the payment processor capability for State Agencies, and provide an improved reporting tool with nVisage. With nVisage, users will be able to create custom reports based on data collected from their electronic forms. The users can create custom filters that enable different perspectives on the data collected. nVisage allows users to share access to those reports with other users to enhance collaboration and assist with the business decisions making process for Agencies.

The Governor and Executive Council approved the original contract agreement on June 18, 2014 Item # 15, amended on June 21, 2017 Item # 83, amended on August 22, 2018 Item # 22, and amended on June 24, 2020 Item # 79 and amended on May 1, 2024 Item # 46..

The Department of Information Technology respectfully requests approval of this contract amendment.

Denis Goulet
Commissioner, DoIT

DG/ik
DoIT #2014-069E
RID # 87391

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069 AMENDMENT E

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of contract #2014-069 on June 18, 2014 Item # 15, and as amended by Amendment A on June 21, 2017 Item # 83 and as amended by Amendment B on August 22, 2018 Item # 22, and as amended by Amendment C on June 24, 2020 Item # 79 and as amended by Amendment D on May 1, 2024 Item # 46 (hereinafter referred to as the "Agreement"), Windsor Solutions Inc. (hereinafter referred to as "Vendor") 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") acting for the benefit of the Agency, certain sums as specified therein; and

WHEREAS, pursuant to the Agreement General Provisions Section 18. AMENDMENT, 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; and

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

WHEREAS, the Department wishes to extend the Agreement through June 30, 2029 for the Vendor to provide ongoing maintenance and support, improved reporting tools with nVisage; and

WHEREAS, the Vendor agrees to extend the agreement through June 30, 2029 and provide ongoing maintenance and support, improved reporting tools with nVisage; and

WHEREAS, the Department and the Vendor wish to increase the Contract price by an amount not to exceed $1,595,472.33 to bring the total contract price to an amount not to exceed $4,489,404.33; and

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

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

1. Amend Section P37 1.8 of the Agreement by increasing the Price Limitation by $1,595,472.33 from $2,893,932.00 to $4,489,404.33.

2. Amend Part 3 Exhibit A – Contract Deliverables, Section 2.1 Implementation Schedule – Activities/Deliverables/Milestones by adding Table 6 Activities, Deliverables or Milestones

Table 6 Activities, Deliverables or Milestones (for Contract Amendment E).

Product/Service	July 1 2024 - June 30 2025	July 1 2025 - June 30 2026	July 1 2026 - June 30 2027	July 1 2027 - June 30 2028	July 1 2028 – June 30, 2029	Total
nFORM AWS Hosting	$46,320.00	$46,320.00	$46,320.00	$46,320.00	$46,320.00	$231,600.00

nFORM Support*	$178,752.00	$182,327.04	$185,973.58	$189,693.05	$193,486.91	$930,232.58
nFORM Penetration Testing*	$11,124.00	$11,346.48	$11,573.41	$11,804.88	$12,040.98	$57,889.75
nVISAGE Annual License	$35,500.00	$36,250.00	$37,000.00	$38,000.00	$39,000.00	$185,750.00
Enhancements	$0	$40,000.00	$45,000.00	$50,000.00	$55,000.00	$190,000.00
Total	$271,696.00	$316,243.52	$325,866.99	$335,817.93	$345,847.89	$1,595,472.33

3. Amend Part 3 Exhibit B 1.1 Firm Fixed Price
This is a Non-Exclusive, Not-to-Exceed contract with a Firm Fixed Price (FFP) component totaling $4,489,404.33for the period from the Effective Date through June 30, 2029, with options to renew for one (1) additional term of five (5) years. The Vendor shall be responsible for performing its obligations in accordance with the original Contract and all Amendments. This Contract will allow the Vendor to invoice the State for the following Activities, Deliverables, or Milestones at the fixed price/rate appearing in the Price and Payment Table below.

The section is further amended by adding Table 3, Activity, Deliverable or Milestone Price and Payment.

Table 3. Activity, Deliverable or Milestone Price and Payment (for Contract Amendment E).

Product/Service	July 1 2024 - June 30 2025	July 1 2025 - June 30 2026	July 1 2026 - June 30 2027	July 1 2027 - June 30 2028	July 1 2028 - June 30 2029
nFORM AWS Hosting	$46,320.00	$46,320.00	$46,320.00	$46,320.00	$46,320.00
nFORM Support*	$178,752.00	$182,327.04	$185,973.58	$189,693.05	$193,486.91
nFORM Penetration Testing*	$11,124.00	$11,346.48	$11,573.41	$11,804.88	$12,040.98
nVISAGE Annual License	$35,500.00	$36,250.00	$37,000.00	$38,000.00	$39,000.00
Enhancements	$0	$40,000.00	$45,000.00	$50,000.00	$55,000.00
Total	$271,696.00	$316,243.52	$325,866.99	$335,817.93	$345,847.89

4. Contract History:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-069	Original Contract	June 18, 2014 Item #15	June 30, 2019	$778,058
2014-069-Amendment A	1st Amendment	June 21, 2017 Item #83	June 30, 2024	$940,564
2014-069-Amendment B	2nd Amendment	August 22, 2018 Item # 22	June 30, 2024	$409,348
2014-069-Amendment C	3rd Amendment	June 24, 2020 Item # 79	June 30, 2024	$750,000
2014-069-Amendment D	4th Amendment	May 1, 2024 Item # 46	June 30, 2024	$15,962
2014-069-Amendment E	5th Amendment	TBD	June 30, 2029	$1,595,472.33
	CONTRACT TOTAL			$4,489,404.33

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMAITON TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT E

CONTRACTOR

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.

Date: 5/10/24

Simon Watson, Vice President
Windsor Solutions Inc.

STATE OF NEW HAMPSHIRE

Date: 5/10/2024

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

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

Date: June 6, 2024

Duncan A. Edgar, Assistant Attorney General
State of New Hampshire, Department of Justice

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

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 WINDSOR SOLUTIONS, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on March 04, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 627015

Certificate Number: 0006665902

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2024.

David M. Scanlan

Secretary of State

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

Certificate of Existence 2998474

I, LAVONNE GRIFFIN-VALADE, SECRETARY OF STATE and Custodian of the Seal of said State, do hereby certify:

WINDSOR SOLUTIONS, INC.

is

Incorporated

under the laws of The State of Oregon

and is active on the records of the Corporation Division as of the date of this certificate.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

LAVONNE GRIFFIN-VALADE, SECRETARY OF STATE

Issued Date: 4/10/2024

Come visit us on the internet at: https://sos.oregon.gov/business or use the QR code to check their current status.

CERTIFICATE
(Corporation Without Seal)

I, KEVIN JEFFERY, do hereby represent and certify that:

(1) I am VICE PRESIDENT of WINDSOR SOLUTIONS, INC., an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on MAY 20, 1998, which meeting was duly held in accordance with OREGON law and the by-laws of the Corporation.

(5) The signature of SIMON WATSON of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as VICE PRESIDENT of the Corporation. DATE April 17, 2024

KEVIN JEFFERY, VICE PRESIDENT

OFFICIAL STAMP
CATHERINE MARIE BOYKIN-SENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 1037803
MY COMMISSION EXPIRES MAY 30, 2027

STATE OF OREGON

COUNTY OF Washington

On this the 17 day of April, 2024, before me,

KEVIN JEFFERY, personally appeared and acknowledged himself

to be the VICE PRESIDENT of WINDSOR SOLUTIONS, INC. an

OREGON corporation; and that he, as such being authorized to do so,

executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires: May 30, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2023

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
JD Fulwiler & Co., Insurance
5727 S Macadam Ave
Portland OR 97239

CONTACT NAME: Megan McGlohn
PHONE (A/C, No, Ext): 503-977-5859 FAX (A/C, No): 503-977-5859
E-MAIL ADDRESS: mmcglohn@jdfulwiler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Company Ltd.	11000
INSURER B : Travelers Casualty & Surety Co	31194
INSURER C : Twin City Fire Insurance Co	29459
INSURER D : Trisura Specialty Insurance Company	
INSURER E :	
INSURER F :	

INSURED WINDSOL-01
Windsor Solutions, Inc
11481 SW Hall Blvd, Suite 201W
Tigard OR 97223

COVERAGES CERTIFICATE NUMBER: 1556453629 REVISION NUMBER: 17/18 Gen Use

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			S2SBAAB0332	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Host Liquor Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY - PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			S2SBAAB0332	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X HAPD-$250Ded						HAPD Limit	$ 50,000
A	X UMBRELLA LIAB X OCCUR			S2SBAAB0332	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			S2WBCDL0392	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Crime			107324586	10/1/2023	10/1/2024	Limit	2,000,000
O	Professional/Technology E&O			TBD	10/1/2023	10/1/2024	Limit	3,000,000
	Cyber Liability						Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Add'l Crime incl under Pol#52SBAAB0332 - Sentinel Ins Co Ltd : Effective 10/1/23 to 10/1/24 - Limit $50,000
Professional Liability and Technology Errors & Omissions Retention: $5,000
RE: 2014-069C DoIT Automated Forms Submittal. All operations of the named insured are subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire Dept of Information Technology
Attn: Chief Information Officer
27 Hazen Dr
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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46 48

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

April 15, 2024

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 Justice (NHDOJ), to amend a Sole Source contract with Windsor Solutions, Inc., of Portland, OR (VC # 208030), by increasing the price limitation by $15,962 from $2,877,970 to $2,893,932, with no change to the completion date, for professional services to streamline and automate the process by which charities submit the NHCT-12 Annual Report form and the NHCT-14 Annual Report Extension Form, effective upon Governor and Executive Council (G&C) approval through June 30, 2024. The Governor and Executive Council approved the original contract agreement on June 18, 2014, Item #15, and most recently amended on August 22, 2018, Item #22. Source of funds is 100% Agency Income

Funding is available in the Department of Justice account as follows:

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME-ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	FY 2024
02-20-20-201010-26210000-038-500176 Charitable Trusts	$15,962

EXPLANATION

This is a sole source contract amendment because Windsor Solutions currently provides the existing electronic forms software platform for the State of New Hampshire. DoIT and NHDOJ agree that it would be the best course of action to approve this work because the end result will allow charities to enter their registration number in order to begin an annual report, which would pull data from the ProLaw database onto the report. This will greatly increase data quality and allow charities to submit in a more efficient manner. After the reports are received in nFORM, the data and corresponding attachments can flow to ProLaw, which will greatly reduce NHDOJ's staff time, eliminating the need for manual data entry.

The Governor and Executive Council approved the original contract agreement on June 18, 2014 Item # 15, amended on June 21, 2017 Item # 83, amended on August 22, 2018 Item # 22, and amended on June 24, 2020 Item # 79.

The Department of Information Technology, in partnership with the Department of Justice, respectfully requests approval of this contract.

Respectfully submitted,

John M. Formella
Attorney General, NHDOJ

Denis Goulet
Commissioner, DoIT

DG/ik
DoIT #2014-069D

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT D

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of contract #2014-069 on June 18,2014 Item # 15, and as amended by Amendment A on June 21, 2017 Item # 83 and as amended by Amendment B on August 22, 2018 Item # 22, and as amended by Amendment C on June 24, 2020 Item # 79 (hereinafter referred to as the "Agreement"), Windsor Solutions Inc. (hereinafter referred to as "Vendor") 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") acting for the benefit of the Agency, certain sums as specified therein; and

WHEREAS, pursuant to the Agreement General Provisions Section 18. AMENDMENT, 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; and

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

WHEREAS, the Department, in partnership with the Department of Justice (hereinafter referred to as NHDOJ), wishes to add functionality; and

WHEREAS, the Vendor agrees to provide the desired additional functionality for the Department and NHDOJ; and

WHEREAS, the Department and the Vendor wish to increase the Contract price by an amount not to exceed $15,962 to bring the total contract price to an amount not to exceed $2,893,932.

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:

1. Amend Section P37 1.8 of the Agreement (Page I) by increasing the Price Limitation by $15,962 from 2,877,970 to $2,893,932.

2. Amend Part 2 Section 3.5 to add:
   Amendment D NHDOJ Project Manager
   NHDOJ shall assign a Project Manager to have the lead responsibility for interacting with the Vendor for successful completion of the work under Amendment D. Amendment D NHDOJ Project Manager is:
   David Portal
   One Granite Place South
   Concord, NH 03301
   603-271-1257

David.A.Portal@doj.nh.gov

3. Amend Part 3 Exhibit A – Contract Deliverables, Section 2.1 Implementation Schedule – Activities/Deliverables/Milestones by adding Table 5 Activities, Deliverables or Milestones

Table 5 Activities, Deliverables or Milestones for Contract Amendment D			
Reference Number	**Task**	**Projected Start Date**	**Projected Delivery Date**
1	Online form reviews and updates	05/01/2024	05/08/2024
2	Data mapping and system integration	05/08/2024	06/20/2024
3	Testing and implementation	06/20/2024	06/30/2024

4. Amend Part 3 Exhibit B 1.1 Firm Fixed Price
This is a Non-Exclusive, Not-to-Exceed contract with a Firm Fixed Price (FFP) component totaling $2,893,932 for the period from the Effective Date through June 30, 2024, with options to renew for one (1) additional term of five (5) years. The Vendor shall be responsible for performing its obligations in accordance with the original Contract and all Amendments. This Contract will allow the Vendor to invoice the State for the following Activities, Deliverables, or Milestones at the fixed price/rate appearing in the Price and Payment Table below.

The section is further amended by adding the following Tasks to Table 2, Activity, Deliverable or Milestone Price and Payment.

Task	Start Date	Completion Date	Cost	10% Holdback
Acceptance of Statement of Work	05/01/2024	05/01/2024	$7,981.00	$798.10
Production Deployment	06/20/2024	06/30/2024	$7,981.00	$798.10
TOTAL			**$15,962.00**	**$1,596.20**

5. Amend Part 3 Exhibit I – Work Plan by adding the following Section 8. NHDOJ Project High Level Work Plan:

Section 8. NHDOJ Project High Level Work Plan

NHDOJ seeks to streamline and automate the process by which charities submit the NHCT-12 Annual Report form and the NHCT-14 Annual Report Extension Form. This will be accomplished by integrating nFORM with the ProLaw solution, a Sophus product. The end result will allow charities to enter their registration number in order to begin an annual report, which would pull data from the ProLaw database onto the report. This will greatly increase data quality and allow charities to submit in a more efficient manner. After the reports are received in nFORM, the data and corresponding attachments can flow to ProLaw, which will greatly reduce staff time, eliminating the need for manual data entry.

The work will consist of the following:

Review and Update NHCT-12 Annual Report Form

- Ensure all controls are consistently tags
- Apply changes to accommodate pre-population
- Add logic around payment (if paid fee is $0, otherwise $75)
- Review/Design Workflow for data processing

Review and Update NHCT-14 – Extension Application Form

- Ensure all controls are consistently tags
- Apply changes to accommodate pre-population
- Review/Design Workflow for data processing

Create Data Mapping Sheet

- Create mapping sheet between NHCT-12 Form and ProLaw Database
- Create mapping sheet between NHCT-14 Form and ProLaw Database

Prepopulation Data Integration Development

- Provide documentation, examples and support to Sophus during development
- Sophus performs the development

Submission Processing (ETL) Data Integration Development

- Provide documentation, examples and support to Sophus during development
- Sophus performs the development

System Testing

- Support system testing, fix form related issues as they arise

Production Implementation

- Update production forms

- Support Sophus as they install database artifacts to support Prepopulation and submission processing.

7. Contract History:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-069	Original Contract	June 18, 2014 Item #15	June 30, 2019	$778,058
2014-069-Amendment A	1st Amendment	June 21, 2017 Item #83	June 30, 2024	$940,564
2014-069-Amendment B	2nd Amendment	August 22, 2018 Item # 22	June 30, 2024	$409,348
2014-069-Amendment C	3rd Amendment	June 24, 2020 Item #79	June 30, 2024	$750,000
2014-069-Amendment D	4th Amendment	TBD	June 30, 2024	$15,962
	CONTRACT TOTAL			$2,893,932

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT D

CONTRACTOR

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.

Date: 4/12/24

Simon Watson, Vice President
Windsor Solutions Inc.

STATE OF NEW HAMPSHIRE

Date: 4/15/2024

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

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

Date: April 17, 2024

Duncan A. Edgar, Assistant Attorney General
State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT D

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

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 WINDSOR SOLUTIONS, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on March 04, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 627015

Certificate Number: 0006665902

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2024.

David M. Scanlan

Secretary of State

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

Certificate of Existence 2998474

I, LAVONNE GRIFFIN-VALADE, SECRETARY OF STATE and Custodian of the Seal of said State, do hereby certify:

WINDSOR SOLUTIONS, INC.

is

Incorporated

under the laws of The State of Oregon

and is active on the records of the Corporation Division as of the date of this certificate.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

LAVONNE GRIFFIN-VALADE, SECRETARY OF STATE

Issued Date: 4/10/2024

Come visit us on the internet at: https://sos.oregon.gov/business or use the QR code to check their current status.

CERTIFICATE
(Corporation Without Seal)

I, KEVIN JEFFERY, do hereby represent and certify that:

(1) I am VICE PRESIDENT of WINDSOR SOLUTIONS, INC., an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on MAY 20, 1998, which meeting was duly held in accordance with OREGON law and the by-laws of the Corporation.

(5) The signature of SIMON WATSON of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as VICE PRESIDENT of the Corporation. DATE April 17, 2024

KEVIN JEFFERY, VICE PRESIDENT

OFFICIAL STAMP
CATHERINE MARIE BOYKIN-SENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 1007600
MY COMMISSION EXPIRES MAY 30, 2027

STATE OF OREGON

COUNTY OF Washington

On this the 17 day of April, 2024, before me,

KEVIN JEFFERY, personally appeared and acknowledged himself

to be the VICE PRESIDENT of WINDSOR SOLUTIONS, INC. an

OREGON corporation, and that he, as such being authorized to do so,

executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires: May 30, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2023

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
JD Fuhwiler & Co., Insurance
5727 S Macadam Ave
Portland OR 97239

CONTACT NAME: Megan McGlohn
PHONE (A/C, No, Ext): 503-977-5659 FAX (A/C, No): 503-977-5859
E-MAIL ADDRESS: mmcglohn@jdfuhwiler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Company Ltd.	11000
INSURER B: Travelers Casualty & Surety Co	31194
INSURER C: Twin City Fire Insurance Co	29459
INSURER D: Trisura Specialty Insurance Company	
INSURER E:	
INSURER F:	

INSURED WINDSOL-01
Windsor Solutions, Inc
11481 SW Hall Blvd, Suite 201W
Tigard OR 97223

COVERAGES CERTIFICATE NUMBER: 1556453829 REVISION NUMBER: 17/18 Gen Use

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			52SBAAB0332	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Hot Liquor Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			52SBAAB0332	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X HAPD-3750Ded						HAPD Limit	$ 50,000
A	X UMBRELLA LIAB X OCCUR			52SBAAB0332	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52WBCDL0392	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)					--	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Crime			107324588	10/1/2023	10/1/2024	Limit	2,000,000
D	Professional/Technology E&O			TBD	10/1/2023	10/1/2024	Limit	3,000,000
	Cyber Liability						Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Add'l Crime incl under Pol#52SBAAB0332 - Sentinel Ins Co Ltd - Effective 10/1/23 to 10/1/24 - Limit $50,000
Professional Liability and Technology Errors & Omissions Retention: $5,000
RE: 2014-069C DoIT Automated Forms Submittal. All operations of the named insured are subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire Dept of Information Technology
Attn: Chief Information Officer
27 Hazen Dr
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JUN11 '20 PM 2:24 DAS

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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

May 27, 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 Environmental Services (NHDES), to amend a Sole Source contract with Windsor Solutions, Inc., of Portland, OR (VC # 208030), in the amount not to exceed $750,000.00 increasing the current contract amount from $2,127,970.00 to $2,877,970.00, for the purpose of providing professional services to integrate NHDES electronic forms into the Automated Forms Submittal software solution, effective upon Governor and Executive Council (G&C) approval through June 30, 2024. This agreement was originally approved by G&C on June 18, 2014, Item #15, and most recently amended on August 22, 2018, Item #22. Funding for this amendment is 100% Capital (General) Funds

Funding is available in the Department of Environmental Services account as follows.

	FY 2020
03-44-44-440030-1274-034-500164 Dept. Environmental Services 19-146:1VIE-IT Upgrades	$750,000

EXPLANATION

This is a sole source contract amendment because Windsor Solutions currently provides the existing electronic forms software platform for the State of New Hampshire. DoIT and NHDES agree that it would be the best course of action to extend the current contract in order to leverage all of the existing Windsor Solutions-based electronic forms, software licenses, training and functionality rather than to engage a new software vendor and bear the cost, delay and uncertainty of integrating NHDES existing electronic forms with a different software platform. The amendment is a continuation of these existing efforts. Also, leveraging the existing contract

will enable NHDES to use the existing statewide electronic forms platform to bring high priority Land Resources Management Program permits online in a timely fashion in order to improve the user experience for the regulated community and to enable online payment. This is particularly important during the COVID-19 pandemic while everyone is operating remotely and the ability to do business online is essential to enabling economic development while continuing to enforce environmental regulations.

As previously stated, the Governor and Council on June 18, 2024, Item #15 approved the original contract. It was then subsequently amended with Governor and Council approval on June 21, 2017, Item #83; on most recently on August 22, 2018, Item #22.

In 2014, through an open and competitive procurement process DoIT selected Windsor Solutions, Inc. to provide a software system and associated services for the NH Online Forms/Business One Stop project. The work scope was to provide a centralized platform for all State agencies to allow the public to submit and the staff to review and analyze required online data submissions through electronic forms. Historically the public has been required to print out State forms, fill in the needed information, and deliver the completed form to the agency where agency staff must then provide manual oversight in reviewing and entering the form data into backend program systems. The State's goal with the original contract and subsequent amendments has been to provide greater efficiencies throughout the process and to significantly enhance the end-user experience in dealing with State, improving the quality of data entered and reducing the time, effort and expense of these interactions. This contract amendment focuses on continuing this important work by taking the next step and demonstrating how NHDES' electronic form data can be integrated directly with back-office systems to reduce manual data entry and resulting errors and to increase efficiency and transparency of interactions with State government.

The results of the work under this amendment will not only benefit NHDES and the regulated entities interacting with the agency, but it will enable the full life cycle of processing permit applications and other regulatory approvals to be managed online during situations such as the current pandemic when everyone is doing business remotely. The work will also serve as a proof of concept to other State agencies for using the NH Online Forms system in a similar fashion.

The Department of Information Technology, in partnership with the Department of Environmental Services, respectfully requests approval of this contract amendment.

Respectfully submitted,

Robert R. Scott
Commissioner of Environmental Services

for

Denis Goulet
Commissioner of DoIT

DG/kaf
DoIT #2014-069C

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 28, 2020

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

Dear Commissioner Scott,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency request to enter into a Sole Source contract amendment with Windsor Solutions, Inc. of Portland, OR, as described below and referenced as DoIT No.2014-069C.

> The requested action authorizes the Department of Information Technology to enter into a contract amendment with Windsor Solutions to provide professional services to integrate NHDES electronic forms with NHDES program-driven workflows and demonstrate the capabilities and efficacy of making environmental program data transparent to NHDES staff, regulated entities, the extended environmental industry and the public. .
>
> The amount of the amendment is $750,000.00 increasing the contract price from $2,127,970.00 to $2,877,970.00 with no change to the contract completion date of June 30, 2024. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

for

Denis Goulet

DG/kaf
DoIT #2014-069C

cc: Chris Simmers, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT C

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of contract #2014-069 on June 18,2014 Item # 15, and as amended by Amendment A on June 21, 2017 Item # 83 and as amended by Amendment B on August 22, 2018 Item # 22 (hereinafter referred to as the "Agreement"), Windsor Solutions Inc. (hereinafter referred to as "Vendor") 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") acting for the benefit of the Agency, certain sums as specified therein; and

WHEREAS, pursuant to the Agreement General Provisions Section 18. AMENDMENT, 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; and

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

WHEREAS, the Department, in partnership with the Department of Environmental Services (hereinafter referred to as NHDES), wishes to add functionality and undertake a pilot project; and

WHEREAS, the Vendor agrees to provide the desired additional functionality and to execute the desired pilot project with the Department and NHDES; and

WHEREAS, the Department and the Vendor wish to increase the Contract price by an amount not to exceed $750,000 to bring the total contract price to an amount not to exceed $2,877,970; and

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

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

1. Amend Section P37 1.8 of the Agreement (Page I) by increasing the Price Limitation by $750,000 from $2,127,970 to $2,877,970.

2. Amend Part 2 Section 3.5 by changing the State Project Manager to:
   Marcellus O'Connor
   64, South Street, Concord, NH 03301,
   603.230.3427
   Marcellus.oconnor@doit.nh.gov.

3. Amend Part 2 Section 3.5 to add:
   Amendment C NHDES Project Manager
   NHDES shall assign a Project Manager to have the lead responsibility for interacting with the Vendor for successful completion of the work under Amendment C. Amendment C NHDES Project Manager is:

Hamilton Mclean
29 Hazen Drive
Concord, NH 03301
603.271.3010
Hamilton.mclean@des.nh.gov.

4. Amend Part 3 Exhibit A – Contract Deliverables, Section 2.1 Implementation Schedule – Activities/Deliverables/Milestones by adding Table 4 Activities, Deliverables or Milestones

Table 4 Activities, Deliverables or Milestones for Contract Amendment C			
Reference Number	Task	Projected Start Date	Projected Delivery Date
1	Project Initiation	7/01/2020	7/01/2020
2	Phase A Assessment	7/01/2020	9/22/2020
3	Phase B Assessment	9/23/2020	2/09/2021
4	Phase C Assessment	2/10/2021	6/29/2021
5	Instantiate nVIRO software suite	9/23/2020	11/03/2020
6	Implement Phase A Assessment results	9/23/2020	4/20/2021
7	Integration with Active Directory	9/23/2020	11/24/2020
8	12 month tech support for the results of Tasks 5, 6, 7	11/04/2020	11/04/2021
Upon completion of the Phase A Assessment, a detailed scope of work and a firm cost proposal to migrate the NHDES Shoreland Program and General State Permit program data, workflows and functionality to Windsor's platform will be provided to NHDES. With the approval of the NHDES Project Manager the Department will execute a contract Change Order with the Vendor for this work, which constitutes Task 6 Implement Phase A Assessment results.			

5. Amend Part 3 Exhibit B 1.1 Firm Fixed Price
This is a Non-Exclusive, Not-to-Exceed contract with a Firm Fixed Price (FFP) component totaling $2,877,970 for the period from the Effective Date through June 30, 2024 with options to renew for one (1) additional term of five (5) years. The Vendor shall be responsible for performing its obligations in accordance with the original Contract and all Amendments. This Contract will allow the Vendor to invoice the State for the following Activities, Deliverables, or Milestones at the fixed price/rate appearing in the Price and Payment Table below.

The section is further amended by adding the following Tasks to Table 2, Activity, Deliverable or Milestone Price and Payment.

Task	Start Date	Completion Date	Cost	10% Holdback
Phase A Assessment	7/01/2020	9/22/2020	$50,000	$5,000
Phase B Assessment	9/23/2020	2/09/2021	$50,000	$5,000
Phase C Assessment	2/10/2021	6/29/2021	$100,000	$10,000
Instantiate nVIRO	9/23/2020	1/03/2020	$122,000	$12,200
Implement Phase A Assessment Results	9/23/2020	4/20/2021	$328,000	$32,800
Integration w/Active Directory	9/23/2020	11/24/2020	$50,000	$5,000
Tech support	11/04/2020	11/04/2021	$50,000	$5,000
TOTAL			$750,000	$75,000

6. Amend Part 3 Exhibit I – Work Plan by adding the following Section 7. NHDES Project High Level Work Plan:

Section 7. NHDES Project High Level Work Plan
Credentialed and experienced NHDES project managers will manage the effort, partnering with DoIT and Windsor. This project will be broken into three phases.
The not-to-exceed price proposal from Windsor Solutions will provide costs for licensing, technical support, Amazon Web Hosting services, and an Assessment and Gap Analysis of Phases A, B and C as described below.
Phase A will commence upon Governor and Council approval.

Phase A

Windsor Solutions will be engaged to conduct an Assessment/Gap Analysis of the NHDES Water Division's Shoreland Protection Program and the Air Resources Division's General State Permit (internal combustion engines and non-metallic mineral processing plants) permitting programs, resulting in a Findings Report. This report will accompany a detailed scope of work and a firm cost proposal to migrate the Shoreland Protection Program and General State Permit program data, workflows and functionality to Windsor's nVIRO platform. Upon approval of the detailed scope of work and firm cost proposal by the NHDES Project Manager, the DoIT Project Manager will execute a Change Order with Windsor Solutions for completion of this work, which is referred to elsewhere in this Amendment as Task – Implement Phase A Assessment Results.

Phase B

Windsor Solutions will continue with an Assessment/Gap Analysis for the NHDES Water Division's Alteration of Terrain, Subsurface Systems and Wetlands permitting programs resulting in a Findings Report.

The Findings Reports from Phases A and B will inform the development and subsequent issuance of a future Request for Proposals, to be prepared collaboratively by NHDES and DoIT, for migrating all NHDES Land Resources Management programs onto a new enterprise environmental information system.

Phase C

Windsor Solutions will continue with an Assessment/Gap Analysis for all remaining NHDES programs currently searchable on NHDES's OneStop legacy system, with a resulting Findings Report. This Findings Report and the Findings Reports from Phases A and B will inform the development and subsequent issuance of a future Request for Proposals, prepared collaboratively by NHDES and DoIT, for migrating all remaining programs from OneStop onto a new environmental information system.

NHDES's goals include significant improvement of the online interactions of the business community, other regulated entities, local governments and individuals, to include reducing the time and effort, and thereby the expense, of these interactions.

Ultimate success from this work will result in a single platform that integrates the collection of information, its validation and quality control, and internal staff workflows to provide a comprehensive output to businesses, local governments and the public via a searchable map-based interface.

7. Contract History:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-069	Original Contract	June 18, 2014 Item #15	June 30, 2019	$778,058
2014-069-Amendment A	1st Amendment	June 21, 2017 Item #83	June 30, 2024	$940,564
2014-069-Amendment B	2nd Amendment	August 22, 2018 Item # 22	June 30, 2024	$409,348
2014-069-Amendment C	3rd Amendment	TBD	June 30, 2024	$750,000
	CONTRACT TOTAL			$2,877,970

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMAITON TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT C

CONTRACTOR

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.

Date: 5/15/2020

Simon Watson, Vice President
Windsor Solutions Inc.

STATE OF NEW HAMPSHIRE

for

Date: May 27, 2020

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

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

Approved by the Attorney General

Date: 6/9/2020

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-059
CONTRACT AMENDMENT C

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WINDSOR SOLUTIONS, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on March 04, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 627015
Certificate Number: 0004916574

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

William M. Gardner
Secretary of State

CERTIFICATE
(Corporation Without Seal)

I, GUY OUTRED, do hereby represent and certify that:

(1) I am PRESIDENT of WINDSOR SOLUTIONS, INC., an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on MAY 20, 1998, which meeting was duly held in accordance with OREGON law and the by-laws of the Corporation.

(5) The signature of SIMON WATSON, VICE PRESIDENT of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as PRESIDENT of the Corporation.

DATE 5/18/2020

GUY OUTRED, PRESIDENT

STATE OF OREGON

COUNTY OF MULTNOMAH

On this the 18 day of May, 2020, before me, Guy Outred, personally appeared and acknowledged himself to be the PRESIDENT of WINDSOR SOLUTIONS, INC. an OREGON corporation, and that he, as such being authorized to do so, executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public ~~Justice of the Peace~~

My Commission Expires: July 02, 2023

OFFICIAL STAMP
CATHERINE MARIE BOYKIN-SENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 933084
MY COMMISSION EXPIRES JULY 02, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2020

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

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

PRODUCER
JD Fuhrer & Co., Insurance
5727 S Macadam Ave
Portland OR 97239

CONTACT NAME: Megan McGlohn
PHONE (A/C, No, Ext): 503-977-5659 FAX (A/C, No): 503-977-5659
E-MAIL ADDRESS: mmcglohn@jdfuhrer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Company Ltd.	11000
INSURER B: Beazley Insurance Company Inc	37540
INSURER C: The Hartford	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Windsor Solutions, Inc
4386 S Macadam Ave
Suite 101
Portland OR 97239

WINDSOL-01

COVERAGES CERTIFICATE NUMBER: 779753822 REVISION NUMBER: 17/18 Gen Use

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			S2SBAAB0332	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			S2SBAAB0332	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X HAPD-$750Ded						HAPD Limit	$ 50,000
A	X UMBRELLA LIAB / X OCCUR			S2SBAAB0332	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED / X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			S2WBCOL0392	10/1/2019	10/1/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY CYBER EXT LOSS LIMIT			V19D4F180501	10/1/2019	10/1/2020	Each Claim / Each Claim	3,000,000 / 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2014-069C DoIT Automated Forms Submittal. All operations of the named insured are subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire Dept of Information Technology
Attn: Chief Information Officer
27 Hazen Dr
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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1.

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

August 6, 2018

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to enter into a Sole Source contract amendment (PO 7001357) with Windsor Solutions, Inc., Portland, OR (Vendor 208030), increasing the current contract by $409,348.00 from $1,718,622.00 to $2,127,970.00, to host the "Automated Forms Submittal" solution, also known as NFORM, within Amazon Web Services (AWS) Government Cloud environment effective upon the date of Governor and Executive Council approval through June 30, 2024. The contract was originally approved by Governor and Council on June 18, 2014 Item # 15, and subsequently amended on June 21, 2017 Item # 83.

SFY 2019: 100% Capital Funds. SFY 2020 through 2024: 100% Other Funds (Agency Class 027 used to reimburse DoIT is 35.01% General and 64.99% Other). Funds are available in the following account for SFY 2019, and are anticipated to be available in SFY 2020 through FY 2024 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	Activity #	Amount
2019	01-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	N/A	$94,858.00
2020	01-03-03-030010-7703000 DoIT 038-500176 - Web and Online Software	03030310	$62,898.00
2021	01-03-03-030010-7703000 DoIT 038-500176 - Web and Online Software	03030310	$62,898.00
2022	01-03-03-030010-7703000 DoIT 038-500176 - Web and Online Software	03030310	$62,898.00
2023	01-03-03-030010-7703000 DoIT 038-500176 - Web and Online Software	03030310	$62,898.00
2024	01-03-03-030010-7703000 DoIT 038-500176 - Web and Online Software	03030310	$62,898.00
	TOTAL		$409,348.00

EXPLANATION

This contract amendment is for Windsor Solutions Inc., to continue to provide a software system and associated services for the Business One Stop Project, through Amazon Web Services (AWS), to manage automated form submittal and processing functions within the State which include back office functions as well as a public facing forms management site.

Since 2011, Windsor Solutions Inc., has been utilizing Amazon Web Services (AWS) as a hosting environment for the applications and services they sell and support. Windsor Solutions, Inc. will continue to provide the knowledge, skill and support to maintain this system. As a systems integrator specializing in governmental information management, Windsor brings extensive and relevant experience to this project. This amendment is configured to ensure secure, reliable, and fully auditable services. AWS is Federal Risk and Authorization Management Program (FedRAMP) compliant and certified to ISO 27001. This level of security enables the AWS Government Cloud to provide an environment that meets compliance requirements for both Payment Card Industry (PCI) standards and Criminal Justice Information Services (CJIS) standards.

This contract is Sole Source because the contract that is being amended is for more than 10% of the original amount due to the cost of moving the application to the AWS Government Cloud environment.

The Department of Information Technology requests your favorable consideration to move forward with this contract amendment.

Respectfully submitted,

Denis Goulet
Commissioner

DG/ik
DoIT No. 2014-069B
A&E RID: 35805

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

August 6, 2018

Chris Simmers
IT Manager
Department of Information Technology
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Chris,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a Sole Source contract amendment with Windsor Solutions, Inc. of Portland, OR, as described below and referenced as DoIT No.2014-069B.

> The requested action authorizes the Department of Information Technology to enter into a contract amendment with Windsor Solutions to provide implementation services and complete application management and technical support of the Automated Forms Submittal solution (nFORM), in the Amazon Web Services Government Cloud environment, through the year 2024.
>
> The amount of the Sole Source amendment is $409,348.00 increasing the contract price from $1,718,622.00 to $2,127,970.00. It shall become effective upon Governor and Council approval through June 30, 2024.

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

Sincerely,

FOR

Denis Goulet

DG/lk
DoIT #2014-069B
RID: 35805

cc: Chris Simmers, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT 8

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of contract #2014-069 on June 18, 2014 Item # 15, and as amended on June 21, 2017 Item #83 (herein after referred to as the "Agreement"), Windsor Solutions Inc. (hereinafter referred to as "Vendor") 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement General Provisions Section 18. AMENDMENT, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department and the Vendor wish to increase the Contract price by $409,348.00 to bring the total contract price to $2,127,970.00;

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

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

The Agreement is hereby amended as follows:

1. Amend Section P37 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $ 409,348.00 from $1,718,622 to $2,127,970.00

2. Amend Part 2 Section 3.4 State Contract Manager to Michael O'Neil, 64 South Street, Concord NH 03301, 603-230-3456, Michael.ONeil@doit.nh.gov

3. Amend Part 2 Section 3.5 State Project Manager to Michael O'Neil, 64 South Street, Concord NH 03301, 603-230-3456, Michael.ONeil@doit.nh.gov

4. Amend Part 2 Section 16: Dispute Resolution Responsibility and Schedule Table by deleting the entire table and replacing with:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTED TIME
Primary	Scott Remick Project Manager/Director	Michael O'Neil, Director, DoIT, Agency Software Division (ASD)	5 Business Days
First	Simon Watson Vice President	Michael O'Neil, Director, DoIT Agency Software Division (ASD)	10 Business Days
Second	Guy Outred President	Denis Goulet, Commissioner/CIO, Department of Information Technology (DoIT)	15 Business Days

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT B

5. Amend Part 3 Exhibit A – Contract Deliverables, Section 2.1 Implementation Schedule – Activities / Deliverables / Milestones by adding Table 3 ACTIVITIES, DELIVERABLES, or MILESTONE

Table 3 ACTIVITIES, DELIVERABLES, or MILESTONE		
Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date
1	Project Initiation	8/23/2018
2	Preliminary Analysis	8/24/2018
3	Configure and Implement nFORM Test System	8/30/2018
4	Configure and Implement nTEGRATE Test System	8/30/2018
5	User Testing	9/10/2018
6	Configure and Implement Production System	9/17/2018
7	Acceptance & Integration Testing	9/17/2018
8	Production Implementation	9/27/2018

6. Amend Part 3 Exhibit B 1.1 Firm Fixed Price:

This is a Non-Exclusive, Not-To-Exceed contract with a Firm Fixed Price (FFP) component totaling $2,127,970.00for the period between the Effective Date through June 30, 2024 with options to renew for one (1) additional term of five (5) years. Windsor Solutions, Inc. (Windsor) shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Windsor to invoice the State for the following Activities, Deliverables, or Milestones at fixed price/rate appearing in the price and payment table below.

a. The section is further amended by adding the following tasks to Table 2: Activity, Deliverable, or Milestone Price and Payment

Task Name	Start	Cost	10% Holdback
Initial/Upfront Costs Environment establishment, including Test and Production environment migration and testing	FY2019	$31,960.00	$3,196.00
Annual Hosting/Support	FY2019	$ 62,898.00	
Annual Hosting/Support	FY2020	$ 62,898.00	
Annual Hosting/Support	FY2021	$ 62,898.00	
Annual Hosting/Support	FY2022	$ 62,898.00	
Annual Hosting/Support	FY2023	$ 62,898.00	
Annual Hosting/Support	FY2024	$ 62,898.00	
Total		$409,248.00	$3,196.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT B

7. Amend Exhibit G – Maintenance and Support Services
   3. Support Obligations and Term by adding:
      3.7 Windsor will monitor all performance and security logging including but not limited to Audit and File Integrity logs. Windsor will report to the SoNH PM any abnormalities discovered. Windsor will provide log files to the State as requested within 24 hours.

8. Amend Part 3 Exhibit I – Work Plan by modifying
   1. Assumptions
   D. Technical Environment as follows:
      - Windsor is responsible for providing the hardware, network and communication facilities needed to support the nFORM database and application
      - Windsor will provide an annual attestation of PCI compliance, and CJIS compliance if determined to be required by the Department, for the nFORM environment
      - The State is responsible for providing the hardware, network and communication facilities needed to support the nTegrate database and service

   2. Roles and Responsibilities
      A. Windsor Solutions, Inc. Team Roles and Responsibilities as follows:
         5. Windsor Team Amazon Hosting Environment Manager
         The Windsor Team Amazon Hosting Environment Manager shall have overall responsibility for the Amazon Hosted Environment; The Windsor Team Amazon Hosting Environment Manager will have the following responsibilities:
            - Maintain current PCI DSS Compliance standards in the hosted environment, as outlined by the PCI Security Standards Council, and provide an annual attestation of compliance
            - Maintain CJIS compliance standards in the hosted environment, if determined to be required by the Department and as defined by the State of New Hampshire Department of Safety, and provide an annual attestation of compliance
            - Maintain the security of data in the Amazon Hosting Environment and in transit to the SoNH nTegrate database
      B. State Roles and Responsibilities
         4) State Application DBA (DoIT) as follows:
         The role of the State Application DBA(s) is to work closely with the Windsor Team to install and maintain nTegrate database environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:
            - Work with the Windsor Team to finalize machine, and production configuration;
            - Work with the Windsor Team to finalize logical and physical database configuration;
            - Work with the Windsor Team to install the Windsor tools, and Windsor Applications for the Test and Production environments;

9. Amend Part 3 Exhibit H by appending the Maintenance and Support Services table with the following:

HOSTING-CLOUD REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Comments
OPERATIONS				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%, excluding maintenance window referenced in section H4.9	M		
H1.2	Vendor shall provide a FedRamp certified, or equivalent, government cloud hosting environment	M		
H1.3	Vendor shall provide a PCI compliant environment and will be responsible for having all applicable network and application-level penetration testing performed on an annual basis as directed by the Department	M		
H1.4	Vendor shall provide a CJIS compliant environment, and will be responsible for assisting with any CJIS-related audit requirements as directed by the Department	M		
H1.5	Vendor shall install and update all critical server patches, updates, and other utilities within 30 days of release from the manufacturer.	M		
H1.5a	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M		
H1.6	Vendor shall monitor System, security, and application logs.	M		
H1.7	Vendor shall manage the sharing of data resources.	M		
H1.8	Vendor shall manage daily backups, off-site data storage, and restore operations.	M		
H1.9	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M		

DISASTER RECOVERY				
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M		
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M		
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M		
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M		
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M		
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M		
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs, which is the previous calendar day.	M		

HOSTING SECURITY				
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M		
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M		
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M		
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M		
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M		
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor hosting infrastructure and/or the application upon request.	M		
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M		
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardend in accordance with guidelines set forth by CIS, NIST or NSA	M		
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M		
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M		

SERVICE LEVEL AGREEMENT				
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M		
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M		
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M		
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.			
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M		
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Non Software - Services require only minor reworking and do not require re-performance of the Service.	M		
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M		

SERVICE LEVEL AGREEMENT				
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M		
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M		
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Annual Hosting, Maintenance and Support costs/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M		
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M		
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M		
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M		
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M		

Contract History: 2014-069B
AUTOMATED FORMS SUBMITTAL PROJECT

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-069	Original Contract	June 18, 2014 Item #15	June 30, 2019	$ 778,058
2014-069-Amendment A	1st Amendment	June 21, 2017 Item #83	June 30, 2024	$ 940,564
2014-069-Amendment B	2nd Amendment	TBD	June 30, 2024	$409,348
	CONTRACT TOTAL			$2,127,970

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT B

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.

Date: 8/6/2018

~~Simon Watson~~, Vice President
Windsor Solutions Inc.
Kevin Jeffery

Corporate Signature Notarized:
STATE OF Oregon
COUNTY OF Multnomah

On this the 6 day of August, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that she executed this document in the capacity indicated above.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Signature of Notary Public or ~~Justice of the Peace~~

OFFICIAL STAMP
CATHERINE MARIE BOYKIN-SENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 941037
MY COMMISSION EXPIRES JULY 21, 2019

Catherine Boykin-Sena, Notary Public
Printed Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires: ~~Signed~~
July 21, 2018

State of New Hampshire

Date: 8/7/2018

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

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

Date: 8/8/18

State of New Hampshire, Department of Justice

CERTIFICATE
(Corporation Without Seal)

I, GUY OUTRED, do hereby represent and certify that:

(1) I am PRESIDENT of WINDSOR SOLUTIONS, INC., an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on MAY 20, 1998, which meeting was duly held in accordance with OREGON law and the by-laws of the Corporation.

(5) The signature of KEVIN JEFFERY, VICE PRESIDENT of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as PRESIDENT of the Corporation.
DATE 8/6/2018

GUY OUTRED, PRESIDENT

OFFICIAL STAMP
CATHERINE MARIE BOYION-SEMA
NOTARY PUBLIC - OREGON
COMMISSION NO. 941037
MY COMMISSION EXPIRES JULY 21, 2019

STATE OF OREGON

COUNTY OF MULTNOMAH

On this the 6 day of August, 2018, before me,

GUY OUTRED, personally appeared and acknowledged himself

to be the PRESIDENT of WINDSOR SOLUTIONS, INC. an

OREGON corporation, and that he, as such being authorized to do so,

executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/~~Justice of the Peace~~

My Commission Expires: July 21, 2019

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WINDSOR SOLUTIONS, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on March 04, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 627015
Certificate Number: 0004096709

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2018.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/4/2018

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
JD Fulwiler & Co. Insurance, Inc.
5727 SW Macadam Ave
PO Box 69508
Portland OR 97239

CONTACT NAME: Cleonie Nathaniales
PHONE (AC, No, Ext): (503)293-8325 FAX (AC, No): (503)293-9410
E-MAIL ADDRESS: cnathaniales@jdfulwiler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Co Ltd	11000
INSURER B: Hartford Insurance Grp	00914
INSURER C: Beazley Insurance Company Inc	37960
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Windsor Solutions Inc.
4386 SW Macadam Ave Ste 101
Portland OR 97239

COVERAGES CERTIFICATE NUMBER: CL1791449055 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			SPEBAL61930	9/10/2017	10/1/2018	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							OTHER	$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			SPEBAL61930	9/10/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED X RETENTION $ 10,000			SPEBAL61930	9/10/2017	10/1/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	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		SPWCDLA303	10/1/2017	10/1/2018	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PROFESSIONAL LIABILITY			V15D4F170301	10/1/2017	10/1/2018	EACH CLAIM	$3,000,000
	Cyber Extension Loss Limit			V15D4F170301	10/1/2017	10/1/2018	EACH CLAIM	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2014-069 DoIT Automated Forms Submittal. All operations of the named insured are subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire
Dept of Information Technology
Attn: Commissioner Denis Goulet
27 Hazen Dr
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Becky Harding/CLEONI

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83

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 25, 2017

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to enter into a contract amendment (PO 7001357) with Windsor Solutions, Inc., 4386 SW MacAdam Ave, Portland, OR (Vendor 208030) to continue to provide an Automated Forms Submittal software solution and associated services, and to exercise the option to extend the contract for five (5) years, in an amount not to exceed $940,564.00, increasing the current contract from $778,058.00 to $1,718,622.00, effective upon the date of Governor and Executive Council approval through June 30, 2024.

Funds to support this request are available in FY 2017 and are anticipated to be available in the following account in FY 2018 through FY 2024 upon the availability and continued appropriation of funds in future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. **100% Capital Funds**

SFY	CATD-DEPTD-AGENCYD-ACTIVITYD-ACCTG UNITD- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	Amount
2017	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$ 40,480.00
2018	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$342,899.00
2019	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$45,455.00
2020	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$92,610.00
2021	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$97,241.00
2022	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$102,103.00
2023	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$107,208.00
2024	03-03-03-030030-88820000 Business One Stop 034-500099 Major IT Systems	$112,568.00
	GRAND TOTAL	**$940,564.00**

EXPLANATION

The State of New Hampshire wishes to enhance the way it interacts with business entities to foster and create a more business friendly environment. A component of this transformation is the development of the New Hampshire Business One Stop Center.

This contract is for Windsor Solutions Inc., to continue to provide a software system and associated services for the Business One Stop Project, through the Department of Information Technology, to manage automated form submittal and processing functions within the State which include back office functions as well as a public facing forms management site.

A critical part of this project is to continue to enhance how the State collects data from businesses. The current process is manual and labor intensive, requiring the business entities working with the State to print out forms, fill in the needed information, and deliver the completed form to the necessary agencies where the State also must provide manual oversight in reviewing and entering the form data into the State systems. Often, the same information is required by multiple agencies. With this in mind, it is the States goal to provide greater efficiencies throughout the process and to significantly enhance the end user experience in dealing with the State, improving the quality of the data entered and reducing the time, effort and expense in these interactions.

Windsor Solutions, Inc. will continue to provide the knowledge and skill to maintain this system and will continue to provide support. As a systems integrator specializing in governmental information management, Windsor brings extensive and relevant experience to this project. They have the business knowledge and technical expertise to continue providing the automated forms submittal solution to address the State's specific needs in regard to critical data collection, appropriate analysis, and timely information sharing with a cost effective enterprise level application.

The Department of Information Technology requests your favorable consideration to move forward with this contract.

Respectfully submitted,

Denis Goulet
Commissioner

DG/kaf
DoIT No. 2014-059A
A&E RID: 20412

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 25, 2017

Daniel Kaplan
Assistant Director, Agency Software Division
Department of Information Technology
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Assistant Director Kaplan,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Agency Software Division's request to enter into a contract amendment with Windsor Solutions, Inc. of Portland, OR, as described below and referenced as DoIT No.2014-069A.

The requested action authorizes the Department of Information Technology to enter into a contract amendment with Windsor Solutions to continue to provide a technology solution to make available fillable electronic forms, store the data in a Forms Resolution Portal for review by authorized state personnel, and make the data available to state agency back-end legacy databases, in support of the State of New Hampshire Business One-Stop Project.

The funding amount for this amendment is $940,564.00, increasing the current contract from $778,058.00 to $1,718,622.00. The contract shall become effective upon Governor and Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/ksf
DoIT #2014-069A
RID# 20412

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of contract #2014-069 on June 18, 2014 Item # 15 (herein after referred to as the "Agreement"), Windsor Solutions Inc. (hereinafter referred to as "Vendor") 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: "amendment and the provisions of the Agreement", the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to add functionality and extend contract terms;

WHEREAS, The Vendor agrees to provide additional enhancements

WHEREAS, the Department and the Vendor wish to extend the completion date from June 30, 2019 to June 30, 2024;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $940,564 to bring the total contract price to $1,718,622.

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

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

The Agreement is hereby amended as follows:

1. Amend Section P37 1.7 of the Agreement (Page 1) by extending the Completion Date from June 30, 2019 to June 30, 2024.

2. Amend Section P37 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $940,564 from $778,058 to $1,718,622.

3. Amend Part 2 Section 3.4 State Contract Manager Daniel Kaplan,
   64 South Street, Concord NH 03301, 603-230-2460, Daniel.Kaplan@doit.nh.gov Daniel.Kaplan@doit.nh.gov
4. Amend Part 2 Section 3.5 State Project Manager to Susan Bergeron,
   64 South Street, Concord NH 03301, 603-230-3454, susan.bergeron@doit.nh.gov

5. Amend Part 2 Section 16: Dispute Resolution

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTED TIME
Primary	Scott Remick Project Manager/Director	Susan Bergeron, State Project Manager (PM)	5 Business Days
First	Simon Watson Vice President	Daniel Kaplan, Asst. Director Agency Software Division (ASD)	10 Business Days
Second	Guy Outred President	Michael O'Neil, Director Agency Software Division (ASD)	15 Business Days

6. Amend Part 3 Exhibit A – Contract Deliverables, Section 2.1 Implementation Schedule – Activities / Deliverables / Milestones by adding Table 2 ACTIVITIES, DELIVERABLES, or MILESTONE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT A

Table 2 ACTIVITIES, DELIVERABLES, or MILESTONES
Enhancements: • DoIT will provide detailed statements of work for the requested enhancements. • Windsor at no cost to the State of New Hampshire will provide fixed cost proposals for the enhancements. • Upon acceptance the State of New Hampshire will pay 50% upfront with a 10% hold back. • The last 50% will be paid with a 10% hold back when the enhancement is delivered to production. • The 20% will be paid after a 90 day warranty period.
Enhancements being proposed include advanced printing and email capabilities, and setting and maintaining sort order.
The enhancements will be defined in change orders and accepted by the state.

7. Amend Part 3 Exhibit B 1.1 Firm Fixed Price:

This is a Non-Exclusive, Not-To-Exceed contract with a Firm Fixed Price (FFP) component totaling $1,718,622 or the period between the Effective Date through June 30, 2024 with options to renew for one (1) additional term of five (5) years. Windsor Solutions, Inc. (Windsor) shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Windsor to invoice the State for the following Activities, Deliverables, or Milestones at fixed price/rate appearing in the price and payment table below.

a. The section is further amended by adding the following tasks to Table 2: Activity, Deliverable, or Milestone Price and Payment

Task Name	Date	Vendor	Cost	10% Holdback
Enhancements not to exceed	2018		$ 300,000.00	$ 30,000.00
Add'l Annual Maintenance/Support/Upgrades	2017		$ 40,480.00	$ 4,048.00
Add'l Annual Maintenance/Support/Upgrades	2018		$ 42,899.00	$ 4,289.90
Add'l Annual Maintenance/Support/Upgrades	2019		$ 45,455.00	$ 4,545.50
Annual Maintenance/Support/Upgrades	2020		$ 92,610.00	$ 9,261.00
Annual Maintenance/Support/Upgrades	2021		$ 97,241.00	$ 9,724.10
Annual Maintenance/Support/Upgrades	2022		$ 102,103.00	$ 10,210.30
Annual Maintenance/Support/Upgrades	2023		$ 107,208.00	$ 10,720.80
Annual Maintenance/Support/Upgrades	2024		$ 112,568.00	$ 11,256.80
TOTAL			$ 940,564.00	$ 94,056.40

Initial all pages
Vendor Initials SA
Date May 15, 2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT A

Contract History: 2014-069A AUTOMATED FORMS SUBMITTAL PROJECT

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-069	Original Contract	June 18, 2014 Item #15	June 30, 2019	$ 778,058
2014-069-Amendment A	1st Amendment.	TBD	June 30, 2024	$ 940,564
	CONTRACT TOTAL			[illegible]

Initial all pages
Vendor Initials [illegible]
Date May 15, 2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AMENDMENT A

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.

Date: May 15, 2017

Simon Watson, Vice President
Windsor Solutions, Inc.

Corporate Signature Notarized:
STATE OF Oregon

COUNTY OF Multnomah

On this the 15 day of May, 2017, before me, Catherine Boykin-Sena, the above signed Officer Simon Watson, personally appeared and acknowledged himself to be the Vice President of Windsor Solutions, Inc., a corporation, and that he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Windsor Solutions, Inc.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: July 21, 2019

(SEAL)

OFFICIAL STAMP
CATHERINE MARIE BOYKIN-SENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 941037
MY COMMISSION EXPIRES JULY 21, 2019

State of New Hampshire

Date: 5/25/2017

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

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

Date: 6/1/2017

State of New Hampshire, Department of Justice

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WINDSOR SOLUTIONS, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on March 04, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 627015

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE
(Corporation Without Seal)

I, GUY OUTRED, do hereby represent and certify that:

(1) I am PRESIDENT of WINDSOR SOLUTIONS, INC., an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on MAY 20, 1998, which meeting was duly held in accordance with OREGON law and the by-laws of the Corporation.

(5) The signature of SIMON WATSON, VICE PRESIDENT of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as PRESIDENT of the Corporation.
DATE 5/19/2017

GUY OUTRED, PRESIDENT

OFFICIAL STAMP
CATHERINE MARIE GOYNON-GERA
NOTARY PUBLIC - OREGON
COMMISSION NO. 941037
MY COMMISSION EXPIRES JULY 21, 2019

STATE OF OREGON

COUNTY OF MULTNOMAH

On this the 19 day of May, 2017, before me,

GUY OUTRED, personally appeared and acknowledged himself

to be the PRESIDENT of WINDSOR SOLUTIONS, INC. an

OREGON corporation, and that he, as such being authorized to do so,

executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: July 21, 2019

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2017

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
JD Fulwiler & Co. Insurance, Inc.
5727 SW Macadam Ave
PO Box 69308
Portland OR 97239

CONTACT NAME: Cleonie Nathaniales
PHONE (503)293-0323 FAX (503)293-0410
E-MAIL ADDRESS: cnathaniales@jdfulwiler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Ins Co Ltd	11000
INSURER B: Rated by Multiple Companies	00914
INSURER C: Beazley Insurance Company Inc	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Windsor Solutions Inc.
6388 SW Macadam Ave Ste 101
Portland OR 97239

COVERAGES CERTIFICATE NUMBER: 16/17 Gen Gen REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[illegible]	9/10/2016	9/10/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG REVOP	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS X HIRED AUTOS [ ] SCHEDULED AUTOS X NON-OWNED AUTOS			[illegible]	9/10/2016	9/10/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	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	[illegible]	10/1/2016	10/1/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability including Cyber			V1D0HFL18101	10/1/2016	10/1/2017	Each Claim Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations of the named insured are subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire
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
Becky Harding/CATHY

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15 B

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

Peter C. Hastings
Commissioner

June 6, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a contract with Windsor Solutions, Inc., 4386 SW Macadam Ave, Suite 101, Portland, OR, (Vendor 8627015), for the procurement of an Automated Forms Submittal software system and associated services in the amount of $778,058.00, effective upon Governor and Executive Council approval through June 30, 2019 with the option to renew through June 30, 2024, with further approval of the Governor and Executive Council.

Funding is available in the Department of Information Technology accounts as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. 100% Capital Funds

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT# DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB #	TOTALS
2015	01-03-03-030030-09800000 Business One Stop 034-500099 Capital Projects	NA	$616,697.00
2016	01-03-03-030030-09800000 Business One Stop 034-500099 Capital Projects	NA	38,000.00
2017	01-03-03-030030-09800000 Business One Stop 034-500099 Capital Projects	NA	39,520.00
2018	01-03-03-030030-09800000 Business One Stop 034-500099 Capital Projects	NA	41,101.00
2019	01-03-03-030030-09800000 Business One Stop 034-500099 Capital Projects	NA	42,745.00
	GRAND TOTAL		$778,058.00

EXPLANATION

The State of New Hampshire is in the process of transforming how it interacts with business entities to foster and create a more business friendly environment. A component of this transformation is the development of the New Hampshire Business One Stop Center. Business One Stop is an on-line portal that will enable NH businesses to file their business related forms through this one service portal rather than through each individual agency.

This contract is to procure a software system and associated services for the Business One Stop Project, through the Department of Information Technology, to manage automated form submittal and processing functions within the State to include back office functions as well as a public facing forms management site.

A critical part of this project is to improve how the State collects data from businesses. The current process is manual and labor intensive, requiring the business entities working with the State to print out forms, fill in the needed information, and deliver the completed form to the necessary agencies where the State also must provide manual oversight in reviewing and entering the form data into the State systems. Often, the same information is required by multiple agencies. With this in mind, it is the States goal to provide greater efficiencies throughout the process and to significantly enhance the end user experience in dealing with the State, improving the quality of the data entered and reducing the time, effort and expense in these interactions.

Through a competitive bidding process, Department of Information Technology issued a request for proposals. The posting was advertised to hundreds of IT vendors through an email release and posting on the State's purchasing web site. The Department received five proposals; all five proposing companies gave extensive presentations to the selection team. Windsor Solutions, Inc., the proposal, was chosen because it earned the highest score. Their proposed solution provides the best solution for the disparate users in the agencies.

Windsor Solutions, Inc. will provide the knowledge and skill to implement this system and will provide support after implementation. Windsor has prior experience working with the New Hampshire Department of Environmental Services, on prior engagements and is familiar with the agency's organization, technical environment, and information systems infrastructure. As a systems integrator specializing in governmental information management, Windsor is able to bring extensive and relevant experience to this project. They have the business knowledge and technical expertise to implement the automated forms submittal solution to address the State's specific needs concerning critical data collection, appropriate analysis, and timely information sharing with a cost effective enterprise level application. Windsor will:

1. Provide and install enterprise-licensed software with functions to process web-initiated forms from the public or from State users, which includes back office forms management, document management as related to these forms, and mobile inspections.

2. Windsor will configure the system to provide the forms creation, workflow, and integration requirements which will be adapted to the following five agencies: Department of Labor, Department of Environmental Services, Department of Safety, Department of Administrative Services, and Department of Health and Human Services.

3. Train designated technical staff on software installation and configuration; train designated technical staff on software administration, forms creation, and data management, as well as training designated agency users on software operation, giving the State independence in the configuration, forms creation, and use of the forms system.

The implementation of Business One Stop is a major step towards increasing the user friendliness of the State's business environment. Several agencies will come on line during the first year and thereafter others will follow. Agencies will begin with a few forms and make a major investment over time, automating virtually all their business related forms. For this reason, we are requesting an additional 5-year extension with the approval of the Governor and Executive Council. This will ensure continuity of operations and maximize the State's investment in this technology. Funding for the extension years is dependent upon future budget appropriations.

Your favorable consideration of this request is appreciated.

Respectfully submitted,

Peter C. Hastings
Commissioner

PCH/tm
2014-069
A&E RID # 15794

Cc: Leslie Mason, Contracts Manager, Bureau of Finance & Administration
Deborah Michel, IT Manager, WSD, NH Department of Information Technology
Theresa Pare-Curtis, Director WSD, NH Department of Information Technology

Summary Table								
2014-003 DoIT Automated Forms Submission Project								
Company	Company Address	Submission Qualifications (0-10 Pts max)	Implementation, Business and PS Cost and Approach (0-10 Pts max)	Company Qualifications (0-10 Points Max)	Staffing Qualifications (0-10 Points Max)	Submission Cost	Submission Cost Points (0-10 Pts Max)	TOTAL (0-40 Pts Max)
Intraspy	1875 S. Grant Street, Suite 120 San Mateo, CA 94402	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]
Wordbar	4200 SW Macadam Ave, Suite 101 Portland, OR 97239	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]
E-Signature	One Broadway, 14th Floor Cambridge, MA 02142	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]
PCC	2 Corporate Lane Shelburne, CT 06860	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]
Versatec, Inc.	900 North Glebe Road Suite 210 Arlington, VA 22203	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	[illegible]
							Min/Max	[illegible]

Evaluation Team		
Thomas Ryan-Smith	Director, Web Support Division	Department of Information Technology
Alexander Whitted	Information Technology Mgr III	Department of Information Technology
Alex Hulgo	Information Technology Mgr III	Department of Information Technology
Timothy Hamlin	Systems Systems Analyst I	Department of Environmental Services

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

Peter C. Hastings
Commissioner

June 3, 2014

Theresa Pare-Curtis
Director, Web Support Division
Department of Information Technology
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Director Pare-Curtis,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Web Support Division's request to enter into a contract with Windsor Solutions, Inc. of Portland, OR, as described below and referenced as DoIT No.2014-069.

> Windsor Solutions shall provide a technology solution to make available fillable electronic forms, store the data in a Forms Resolution Portal for review by authorized state personnel, and make the data available to state agency back-end legacy databases, in support of the State of New Hampshire Business One-Stop Project. Effective upon Governor and Executive Council approval, $778,058.00 for the period between the effective date through June 30, 2019 with option to renew for one additional terms of five (5) years.

Please include this letter in the Department of Information Technology's submission to Governor and Council for approval.

Sincerely,

Peter C. Hastings
Commissioner

PCH/tm
DOIT 2014-069
RID# 15794

FORM NUMBER P-37 (version 1/09)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACT 2014-069
AGREEMENT- PART I

Subject: Automated Forms Submittal Project

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, New Hampshire 03301	
1.3 Contractor Name Windsor Solutions, Inc.		1.4 Contractor Address 4386 SW Macadam Ave, Suite 101 Portland, OR 97239	
1.5 Contractor Phone Number 503-675-7833 ext. 215	1.6 Account Number 030-0980-0340-0099-7130400	1.7 Completion Date June 30, 2019	1.8 Price Limitation $778,058.00
1.9 Contracting Officer for State Agency Leslie Moson		1.10 State Agency Telephone Number 603 223-5750	
1.11 Contractor Signature [signature]		1.11 Name and Title of Contractor Signatory Simon Watson, Vice President	

1.13 Acknowledgement: State of Oregon, County of Multnomah

On June 4, 2014, 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
[signature]
(Seal)

OFFICIAL SEAL
CATHERINE MARIE BOYKIN-SENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 450873
MY COMMISSION EXPIRES OCTOBER 14, 2016

1.13.2 Name and Title of Notary or Justice of the Peace
Catherine Marie Boykin-Sena
Notary Public - Oregon

1.14 State Agency Signature Peter C. Hastings	1.15 Name and Title of State Agency Signatory Peter C. Hastings, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

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

By: [signature] On: 6/5/14

1.18 Approval by the Governor and Executive Council

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 1.2 ("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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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 and balance 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 the 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. 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 all 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.

Windsor's Initials SJ
Date June 4 2014

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 the time specified in 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/DISCLOSURE.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or received or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, spread sheets, videotapes, photographs, reproductions, drawings, analyses, graphics, 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 in those of any of the Reports 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 on, 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, or 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 not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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, a certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) 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

Windsor's Initials SW
Date June 4, 2014

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9 or his or her successor no less than ten (10) days prior written notice of cancellation or modification of the policy.

13. WORKERS' COMPENSATION

13.1 By signing this Agreement, the Contractor certifies and warrants that the Contractor is in compliance with or exempt from the requirements of N.H.R.S.A. Chapter 281-A ("Workers' Compensation").

13.2 To the extent the Contractor is subject to the requirements of N.H.R.S.A. Chapter 281-A, Contractor shall maintain, keep in full force, and shall 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.R.S.A. 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.

14. 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.

15. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or served upon the intended recipient when properly posted with the United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

16. 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.

17. 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.

18. 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.

19. HEADINGS. The headings throughout this 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.

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

21. 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.

22. 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.

Windsor's Initials SJ
Date June 9, 2014

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AGREEMENT -PART 2

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: Department of Information Technology Web Support Division	
Contract Number/Name: 2014-069 Automated Forms Submittal Project	
Contract Purpose: To procure a Commercial-Off-The-Shelf (COTS) software system and associated services for Department of Information Technology to transform how the State of New Hampshire interacts with businesses by improving how data is submitted to state agencies.	
Name of Vendor: Windsor Solutions, Inc.	**Who Negotiated the Contract:** Theresa Pare-Curtis, Leslie Moran, Deborah Michel
Amount of Contract: $778,058.00	**Funding Source:** 100% Capital Funds
Term of Contract: June 30, 2019	**Is this an amendment?** No
Competitive Bid Process: (Explain if "No") Yes	
Background Information: This contract is to procure a software system and associated services for the State of New Hampshire, through the Department of Information Technology, to manage automated form submittal and processing functions within the State to include back office functions as well as a public facing forms management site. The State of New Hampshire is in the process of transforming how it interacts with business entities to foster and create a more business friendly environment. A component of this transformation is the development of the New Hampshire Business One Stop Center. A critical part of the Business One Stop Center is to improve how the State collects data from businesses. With this in mind, it is the States goal to provide greater efficiencies throughout the data collection process and to significantly enhance the end user experience in dealing with the State, improving the quality of the data entered and reducing the time, effort and expense in these interactions.	
Special Concerns: N/A	
Amendment History (if applicable):	
Submitted By: Deborah Michel	**Current Date:** 6/2/2014
Phone: (603) 230-3454	**Email:** deborah.michel@doit.nh.gov

SW

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
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 Control	Formal process for initiating changes to the proposed solution or process once development has begun.
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 Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management*)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off The Shelf
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
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.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes

Enhancements	Services beyond support and upgrades will proceed using a change control process. This includes tasks such as: • Specifically requested application enhancements • Custom software development • Custom forms • User training associated with customization
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
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
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 Windsor as essential to work on the Project.
License	Includes use of the software, unlimited users, unlimited forms, support and upgrades.
Licensee	The State of New Hampshire
Maintenance	New releases, version updates, patches, and bug fixes provided under the annual agreement.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables; e.g., meetings, help support, services, other

Normal Business Hours	Normal Business Hours – 8:00 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 4th, 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.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions

Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS 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 Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department Information Technology (DoIT) 27 Hazen Drive Concord, NH 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	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year

State Project Leader	State's representative with regard to Project oversight
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).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
Support	General support calls, from designated individuals, regarding problems with the nFORM product ranging from minor inconvenience to major defects that halt the business process (as described in the RFP response).
Support Request Severity Levels	

Severity Level	Explanation
Critical (Fatal)	Application does not function, often due to hardware or security issues. This level typically affects many or all users of an application.
High	Does not meet the software requirements very well and a procedural workaround is needed in order to perform work using the software
Medium	Meets the software requirements but some user training may be needed to avoid usability problems
Low	Meets the software requirements but some user training may be needed to avoid usability problems
Enhancement	Request for a feature or function not currently implemented in the software application

System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	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 Windsor 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.
Upgrades	A replacement of the nFORM software with a newer version, beyond that covered in Maintenance, in order to bring the system up to date or to improve its characteristics.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which Windsor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
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.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069
CONTRACT AGREEMENT –PART 2

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through Department of Information Technology, Web Support Division ("State"), and Windsor Solutions, Inc., ("Windsor"), having its principal place of business at 4386 SW Macadam Avenue, Suite 101, Portland, OR 97239

The State seeks a Commercial-Off-The-Shelf (COTS) software system and associated services to transform how we interact with businesses by improving the way data is submitted to state agencies. This solution will, in part, make available fillable electronic forms, store the data in a Forms Resolution Portal for review by authorized state personnel, and make the data available to state agency back-end legacy databases.

RECITALS

The State desires to have Windsor provide the Commercial-Off-The-Shelf Software System, and associated Services for the Department of Information Technology, Web Support Division.

Windsor wishes to provide the Commercial-Off-The-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract is comprised of the following documents (Contract Documents):

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – Consolidated 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- Requirement Responses
- Exhibit I- Work Plan
- Exhibit J- Software License and related Terms
- Exhibit K- Warranty and Warranty Services
- Exhibit L- Training Services
- Exhibit M- Agency RFP with Addendums, by reference
- Exhibit N- The Vendor Proposal, by reference
- Exhibit O- Certificates and Attachments

1.2. Order of Precedence

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

a. The *State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part I
b. *General Contract Requirements* in Section H of the RFP document.
c. State of New Hampshire, Department of Information Technology, Web Support Division Contract 2014-069.
d. RFP 2014-069 Automated Forms Submittal Project, dated January 6, 2014, with addendum(s) incorporated; then
e. The Windsor Revised Proposal, dated March 7, 2014

1.3. Contract Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2019. The Term may be extended up to 5 years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2024.

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

Time is of the essence in the performance of Windsor's obligations under the Contract.

2. COMPENSATION

2.1. Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: Price and Payment Schedule.

2.2. Non-Exclusive, Not To Exceed Contract

This is a Non-Exclusive, Not-To-Exceed contract with a Firm Fixed Price (FFP) component with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors 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. Windsor shall not be responsible for any delay, act, or omission of such other contractors, except that Windsor shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Windsor.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed $778,058.00.

3. CONTRACT MANAGEMENT

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

3.1. Windsor's Contract Manager

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

Craig Austin
Communications Manager,
4386 SW Macadam Avenue, Suite 101, Portland, OR 97239
Tel: 503-675-7833 ext. 215
Fax: 503-675-7833
Email: craig_austin@windsorsolutions.com

3.2. Windsor's Project Manager

3.2.1. Contract Project Manager

Windsor shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Windsor's selection of Windsor 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 Contracted Vendor Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Windsor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 The Windsor 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 Windsor's representative for all administrative and management matters. Windsor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Windsor'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. Windsor's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 Windsor shall not change its assignment of Windsor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Windsor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Windsor Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Windsor shall assign a replacement Windsor Project Manager within ten (10) business days of the departure of

the prior Windsor Project Manager, and Windsor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Windsor Project Manager.

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

The Windsor Project Manager is:

Scott Remick
Project Manager, Director of East Coast Office
26 Center Street, Suite 10
Northampton, MA 01060
Tel: (503) 675-7833 Ext. 201
Fax: (503) 675-7804
Email: scott.remick@windsorsolutions.com

3.3. Windsor Key Project Staff

3.3.1 Windsor 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.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on Windsor Key Project Staff. The State reserves the right to require removal or reassignment of Windsor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 Windsor shall not change any Windsor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Windsor Key Project Staff will not be unreasonably withheld. The replacement Windsor Key Project Staff shall have comparable or greater skills than Windsor 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-Part 2, Section 3.6: *Reference and Background Checks*.

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

3.3.3.1 The Windsor Key Project Staff shall consist of the following individuals in the roles identified below:

Windsor's Key Project Staff:

Key Member(s)	Title
Emil Lerch	nFORM Technical Architect
Kevin James	Database Analyst
Cory Lewallen	nFORM Product Developer

3.4. 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:

Leslie Mason
Department of Information Technology
State of New Hampshire
64 South Street
Concord, NH 03301
Tel: (603) 230-5750
Fax: (603) 271-8460
Email: leslie.mason@doit.nh.gov

3.5. 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 contracted vendors;
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

The State Project Manager is:

Deborah Michel
Department of Information Technology
Web Support Division
64 South Street
Concord, NH 03301
Tel: (603) 230-3454
Fax: (603) 271-8460
Email: deborah.michel@doit.nh.gov

3.6. Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Windsor Project Manager and Windsor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1. Vendor Responsibilities

Windsor 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.

Windsor may subcontract Services subject to the provisions of the Contract. Windsor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Windsor 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.

4.2. Deliverables and Services

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

Upon its submission of a Deliverable or Service, Windsor represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Windsor 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 specifications outlined in the contract. The State will notify Windsor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Windsor's written Certification. If the State rejects the Deliverable, the State shall notify Windsor of the nature and class of the Deficiency and Windsor shall correct the Deficiency within the period identified in the Work Plan. If no period for Windsor's correction of the Deliverable is identified, Windsor 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 Windsor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Windsor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Windsor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Windsor in default, and pursue its remedies at law and in equity.

4.4. System/Software Testing 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.

4.5. Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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. *See Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1. COTS Software and Documentation

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

5.2. COTS Software Support and Maintenance

Windsor shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3. Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

a. Remove or modify any program markings or any notice of Windsor's proprietary rights;
b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5.4. Title

Windsor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

Windsor shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

Windsor 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

Windsor 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

Windsor 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

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

7.4. Training Services

Windsor 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

Windsor 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*.

8. WORK PLAN DELIVERABLE

Windsor 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 seperate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Windsor 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 Windsor from liability to the State for damages resulting from Windsor'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, Windsor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Windsor 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 Windsor 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 Windsor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

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

Windsor 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 Windsor'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 Windsor to the State, and the State acceptance of Windsor'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

Windsor shall hold all ownership, title, and rights to the eFORM software that shall be licensed to the State. The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

Windsor shall receive a non-exclusive, royalty-free license for any custom software, software enhancement, documentation or invention developed under this agreement. The contractor may sublicense any software, software enhancement, invention or improvements developed by the contractor pursuant to this agreement to third parties on the same royalty-free basis as provided by the State to the Windsor hereunder.

In no event shall Windsor 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, Windsor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.1. State's Data

All rights, title and interest in State Data shall remain with the State.

10.2. Vendor's Materials

Subject to the provisions of this Contract, Windsor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Windsor shall not distribute any products containing or disclose any State Confidential Information. Windsor 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 Windsor employees or third party consultants engaged by Windsor.

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.

10.3. State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4. Custom Software Source Code

Windsor shall provide the State with a copy of the source code for any Custom Software developed under this contract. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10.5. 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, Windsor 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*). Windsor 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 Windsor's performance under the Contract.

11.2. State Confidential Information

Windsor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Windsor 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. Windsor shall immediately notify the State if any request, subpoena or other legal process is served upon Windsor regarding the State Confidential Information, and Windsor 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, Windsor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3. Vendor Confidential Information

Insofar as Windsor seeks to maintain the confidentiality of its confidential or proprietary information, Windsor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Windsor considers the Software and Documentation to be Confidential Information. Windsor 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 Windsor as confidential, the State shall notify Windsor and specify the date the State will be releasing the requested information. At the request of the State, Windsor shall cooperate and assist the State with the collection and review of Windsor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Windsor's sole responsibility and at Windsor's sole expense. If Windsor 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 Windsor, without any liability to Windsor.

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 Windsor shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement–Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2. Windsor

Subject to applicable laws and regulations, in no event shall Windsor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Windsor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to Windsor's indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3. State's Immunity

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

12.4. Survival

This *Contract Agreement*- Part 2-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 Windsor shall constitute an event of default hereunder ("Event of Default")

a. Failure to perform the Services satisfactorily or on schedule;
b. Failure to submit any report required; and/or
c. Failure to perform any other covenant, term or condition of the Contract

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

a. Unless otherwise provided in the Contract, the State shall provide Windsor 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 Windsor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Windsor 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 Windsor 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 Windsor during the period from the date of such notice until such time as the State determines that Windsor has cured the Event of Default shall never be paid to Windsor.

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

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

e. Procure Services that are the subject of the Contract from another source and Windsor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.1.3. 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.

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 Windsor. In the event of a termination for convenience, the State shall pay Windsor 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, Windsor 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 Windsor 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 Windsor, the State shall be entitled to pursue the same remedies against Windsor as it could pursue in the event of a default of the Contract by Windsor.

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 Windsor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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

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

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

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

d. 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

e. Provide written Certification to the State that Windsor has surrendered to the State all said property.

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 Windsor 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 Windsor 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 Windsor of any of its obligations under the Contract nor affect any remedies available to the State against Windsor that may arise from any event of default of the provisions of the contract. The State shall consider Windsor 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 Windsor from assigning the Contract to the successor of all or substantially all of the assets or business of Windsor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Windsor should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with Windsor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Windsor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Windsor, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Scott Remick Project Manager/Director	Deborah Michel State Project Manager (PM)	5 Business Days
First	Simon Watson Vice President	Theresa Pare-Curtis Director, DoIT State Project Management Team (PMT)	10 Business Days
Second	Guy Outred President	Peter Hastings DoIT 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. ESCROW OF CODE

Windsor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires Windsor to put the Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

a. Windsor has made an assignment for the benefit of creditors;
b. Windsor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or

d. Windsor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

18. GENERAL PROVISIONS

18.1. Travel Expenses

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

Windsor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2. Shipping and Delivery Fee Exemption

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

18.3. Project Workspace and Office Equipment

The State agency will work with Windsor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Windsor's staff.

18.4. Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Windsor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

18.5. Required Work Procedures

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

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

c. That at no time shall Windsor 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 Windsor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Windsor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if Windsor 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.

18.7. Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Windsor understand and agree that use of email shall follow State standard policy (available upon request).

18.8. 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).

18.9. Regulatory Government Approvals

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

18.10. Force Majeure

Neither Windsor 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 Windsor's inability to hire or provide personnel needed for Windsor's performance under the Contract.

18.11. Insurance

18.11.1 Windsor Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

18.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

18.12. Exhibits

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

18.13. Venue and Jurisdiction

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

18.14. 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 *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069 - PART 3
EXHIBIT A – CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Windsor Solutions Inc. (Windsor) shall provide the State with nFORM, an online electronic form submission and management tool, which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table 1: Activities, Deliverables, or Milestone

Task 1 - Project Initiation	07/01/14	07/16/14
Task 2 - Preliminary Analysis	07/17/14	09/03/14
Task 3 - Configure and Implement Test System	08/28/14	09/15/14
Task 4 - Training & Documentation	09/04/14	09/29/14
Task 5 – Design nFORM Enhancements & Forms	09/04/14	11/04/14
Task 6 - Checkpoint Meetings	11/05/14	11/10/14
Task 7 - Target Data System Integration	10/24/14	03/13/15
Task 8 - Develop Enhancement and User Testing	02/16/15	05/29/15
Task 9 - Acceptance and Integration Testing	03/16/15	06/04/15
Task 10 - Production Implementation	06/05/15	06/15/15
Task 11 - Operations and Maintenance	06/16/15	06/16/17

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

4. SOFTWARE LICENSES

Software Licenses for nFORM are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069 - PART 3
EXHIBIT B - PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Non-Exclusive, Not-To-Exceed contract with a Firm Fixed Price (FFP) component totaling $778,058.00 for the period between the Effective Date through June 30, 2019 with options to renew for two additional terms of five (5) years each. Windsor Solutions, Inc. (Windsor) shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Windsor to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 2: Activity, Deliverable, or Milestone Price and Payment

Task Items	Start	Finish	Cost	10% Holdback
Project Initiation	7/1/2014	7/16/2014	$ 13,004.00	$ 1,300.40
Preliminary Analysis	7/17/2014	9/3/2014	$ 39,156.00	$ 3,915.60
Configure and Implement Test System	8/28/2014	9/15/2014	$ 125,338.00	$ 12,533.80
Training & Documentation	9/4/2014	9/29/2014	$ 21,632.00	$ 2,163.20
Design nFORM Enhancements & Forms	9/4/2014	11/4/2014	$ 64,320.00	$ 6,432.00
Checkpoint	11/5/2014	11/10/2014	$ 4,818.00	$ 481.80
Target Data System Integration: DAS	10/24/2014	11/20/2014	$ 7,388.00	$ 738.80
Target Data System Integration: DES	11/21/2014	1/22/2015	$ 50,616.00	$ 5,061.60
Target Data System Integration: DHHS	11/21/2014	2/5/2015	$ 66,896.00	$ 6,689.60
Target Data System Integration: DOL	2/6/2015	3/12/2015	$ 22,792.00	$ 2,279.20
Target Data System Integration: DOS	1/23/2015	3/13/2015	$ 35,816.00	$ 3,581.60
Develop Enhancement and User Testing	2/16/2015	5/29/2015	$ 67,076.00	$ 6,707.60
Security, Acceptance and Integration Testing	3/16/2015	6/4/2015	$ 59,568.00	$ 5,956.80
Production Implementation	6/5/2015	6/15/2015	$ 16,272.00	$ 1,627.20
Production Operations and Maintenance	6/16/2015	6/16/2017	$ 22,000.00	$ 2,200.00
**Annual Maintenance/Support/Upgrades		2016	$ 38,000.00	$ 3,800.00
Annual Maintenance/Support/Upgrades		2017	$ 39,520.00	$ 3,952.00
Annual Maintenance/Support/Upgrades		2018	$ 41,101.00	$ 4,110.10
Annual Maintenance/Support/Upgrades		2019	$ 42,745.00	$ 4,274.50
Total			$ 778,058.00	$ 77,805.80

** This line item includes Production Operations and Maintenance for SFY 2015 ($19,000) and Annual Maintenance/Support/Upgrades for SFY 2016 ($19,000).

The State may purchase any additional Maintenance/Support/Upgrades at the rates listed in Table 3 below. This licensing structure supports unlimited internal and external users and unlimited forms.

Table 3. Maintenance/Support/Upgrades

Term	Definition	Maintenance/Support/Upgrades					
		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
License	Includes: • unlimited users • unlimited forms • support • upgrades	$0	$22,000	$38,000	$39,520	$41,101	$42,745

ASSUMPTIONS:

- There is no maintenance/support fee in FY 2014, because it is anticipated that the initial pilot project will still be in progress.
- The fee for FY 2015 is prorated, with the assumption that the system will go into production on June 15th, 2015, at which point licensing, maintenance and support will begin on June 16th, 2015. These dates are subject to change based on the official project start date.
- The ten percent (10%) Holdback on the implementation of the system may be invoiced upon successful conclusion of the ninety (90) days Warranty Period.
- Support and Maintenance, minus the Holdback, may be invoiced annually in advance.
- Holdback on Support and Maintenance may be invoiced upon successful conclusion of each annual Support and Maintenance term.
- General support calls will be received by centralized State of NH points of contact that have been formally trained for the nFORM application. The State will provide the first line of support for the Agencies and escalate to Windsor anything that needs additional support. Windsor will receive support requests from any one of 5 named, trained, NH DOIT staff members.
- At initial pilot project conclusion, Windsor will provide a detailed installation document which will help guide trained NH DOIT perform upgrades of the software.
- NH DOIT staff will be responsible for deploying the upgraded application into the DOIT test environment as well as support testing of the upgraded application.
- NH DOIT staff will be responsible for deploying the upgraded application into the DOIT production environment once testing completes.
- Additional services beyond support and maintenance will proceed using a change control process.
  - This includes tasks such as:
    - Specifically requested application enhancements
    - Additional onsite training

2. TOTAL 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 $778,058.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Windsor for all fees and expenses, of whatever nature, incurred by Windsor 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

Windsor 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. Windsor 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.

Invoices shall be sent to:

State of New Hampshire
Attn: Accounts Payable
Department Of Information Technology
27 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Windsor Solutions, Inc.
4386 SW Macadam Ave, Suite 101
Portland, OR 97239

5. OVERPAYMENTS TO WINDSOR

Windsor 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 Windsor's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, as set forth in the Payment Table above, until successful conclusion of the Warranty Period as defined in Appendix H Section 25-10.1: Warranty Period of the RFP.

1. 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 following addresses.

TO VENDOR	TO STATE
Windsor Solutions, Inc.	State of New Hampshire
Mr. Simon Watson	Department Of Information Technology
Suite 101	27 Hazen Drive
4386 SW Macadam Ave	Concord, NH 03301
Portland, OR 97239	
Tel: (503) 675-7833 x 215	Tel: (603) 320-3454

2. Gratuities or Kickbacks:

The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

3. Retroactive Payments

Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

4. Conditional Nature

1. SUBPARAGRAPH 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to

reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. SUBPARAGRAPH 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

1. STATE MEETINGS AND REPORTS

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

Windsor Solutions, Inc. (Windsor) 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: Windsor Key Project Staff and State Project leaders from the five pilot agencies: Department of Labor, Department of Environmental Services, Department of Safety, Department of Administrative Services, and Department of Health and Human Services and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

b. **Kickoff Meeting**: Participants will include the State and Windsor Project Teams 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 Windsor Project Manager and the State Project Manager. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Windsor shall serve as the basis for discussion.

d. **The Work Plan**: must be reviewed at each Status Meeting and updated no less than every two weeks, 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 Windsor 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 Windsor 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 Windsor's responsibility.

The Windsor Project Manager or Windsor Key Project Staff shall submit weekly 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 Windsor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Windsor 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
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, Windsor shall provide the State with information or reports regarding the Project. Windsor 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. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Windsor 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*.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Windsor 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 Windsor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

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

Windsor shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1. Key Components

A. Windsor shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

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

C. The Windsor team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

D. 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.

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

F. Windsor 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.

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

1.2. 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. Windsor's Project management tracking software and processes will be used for managing the Project.

1.2.1. Project Infrastructure

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

1.2.2. Implementation

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

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

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

1.2.3. Change Management and Training

Windsor'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.

2. IMPLEMENTATION METHODOLOGY

The Windsor team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

Table 3. Project Delivery Dates

Task Name	Start	Finish
Project Initiation	7/1/2014	7/16/2014
Preliminary Analysis	7/17/2014	9/3/2014
Configure and Implement Test System	8/28/2014	9/15/2014
Training & Documentation	9/4/2014	9/29/2014
Design nFORM Enhancements & Forms	9/4/2014	11/4/2014
Checkpoint	11/5/2014	11/10/2014
Target Data System Integration: DAS	10/24/2014	11/20/2014
Target Data System Integration: DES	11/21/2014	1/22/2015
Target Data System Integration: DHHS	11/21/2014	2/5/2015
Target Data System Integration: DOL	2/6/2015	3/12/2015
Target Data System Integration: DOS	1/23/2015	3/13/2015
Develop Enhancement and User Testing	2/16/2015	5/29/2015
Security, Acceptance and Integration Testing	3/16/2015	6/4/2015
Production Implementation	6/5/2015	6/15/2015
Production Operations and Maintenance	6/16/2015	6/16/2017
Production Operations and Maintenance		FY 2015
Annual Maintenance/Support/Upgrades		FY 2016
Annual Maintenance/Support/Upgrades		FY 2017
Annual Maintenance/Support/Upgrades		FY 2018
Annual Maintenance/Support/Upgrades		FY 2019

1. SECURITY

Windsor 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. Windsor 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.

Windsor Solutions, Inc. shall provide the following Products and Services described in this Exhibit F, including but not limited to:

I. TESTING AND ACCEPTANCE

Windsor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. Windsor will also provide training as necessary to the State staff responsible for test activities. Windsor 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, Windsor 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. Windsor shall also correct Deficiencies and support required re-testing.

1.1. Test Planning and Preparation

Windsor shall provide the State with an overall Test Plan that will guide all testing. The Windsor 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 Windsor's Project Manager's Certification, in writing, that Windsor's own staff has successfully executed all prerequisite Windsor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from Windsor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Windsor's development environment. Windsor 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.

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

1.2. Unit Testing

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

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

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

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

1.3. 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 Windsor 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.

	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.
	• 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.
	• Work jointly with Windsor to develop the Systems Integration Test Specifications. • Work jointly with Windsor to develop and load the data profiles to support the test Specifications. • Work jointly with Windsor to validate components of the test scripts, modifications, fixes and other System interactions with the Windsor supplied Software Solution.
	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4. Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

	The conversion validation test should replicate 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.
	For conversions and interfaces, the Windsor team will execute the applicable validation tests and compare execution results with the documented expected results.
	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions
	Validation-Tested 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.

1.5. 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.

1.6. User Acceptance Testing (UAT)

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

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

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

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

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

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

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

	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities.

	• Document and summarize Acceptance Test results. • Work jointly with Windsor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. Their results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7. Performance Tuning and Stress Testing

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

1.7.1. Scope

The scope of performance testing shall 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.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

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.

Windsor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

1.7.2. Test types

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

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

business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

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

1.7.3. Tuning

Tuning will 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.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

1.7.4. Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by the vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

1.7.5. Scheduling Performance and Stress Testing

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

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

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall

be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

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

Postest reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

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

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

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

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

1.7.6. <u>Regression Testing</u>

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

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

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

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

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

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

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

In designing and conducting such regression testing, Windsor 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, Windsor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.8. Security Review and Testing

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include Penetration Tests (pen test) or code analysis and Review.

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

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) or code analysis and review.

Windsor May be required to provide 3rd party testing. Prior to the System being moved into production Windsor 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).

1.9. Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.10. System Acceptance

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

1. SYSTEM MAINTENANCE

Maintenance includes new releases, version updates, patches, and bug fixes provided under the annual agreement. Windsor shall maintain and support the System in all material respects as described in the applicable program Documentation for the duration of the contract commencing upon successful completion of the Warranty Period.

1.1. Windsor Solutions, Inc.'s Responsibility.

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

1.1.1. Maintenance Releases

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

2. SYSTEM SUPPORT

2.1. Windsor's Responsibility

Windsor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

The following table shows response times for issues based on the severity level. Windsor shall respond back to the State, in writing, within the response times listed, to indicate the planned corrective action. "Business hours" refer to the normal business hours for Windsor's East Coast office: 8:00 am to 5:00 pm Eastern Time.

Severity Level of Issue*	Typical Initial Response Time (90% of cases)	Target Initial Response Time (all cases)	Target Resolution Time
Critical (Fatal)	1 hour	1 hour	De-escalate to a High level issue in 12 hours, Resolve as soon as possible
High	4 business hours	4 business hours	4 business hours
Medium	8 business hours	8 business hours	8 business hours
Low	12 business hours	16 business hours	16 business hours
Enhancement	12 business hours	16 business hours	16 business hours

* *These severity levels are more fully described in the Terms and Definitions section of the Windsor Revised Proposal*

3. SUPPORT OBLIGATIONS AND TERM

3.1 Windsor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 Windsor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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

3.4 Windsor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

1) Mean time between reported Deficiencies with the Software;
2) Diagnosis of the root cause of the problem; and
3) Identification of repeat calls or repeat Software problems.

3.5 If Windsor fails to correct a Deficiency within the allotted period of time stated above, Windsor 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 13.1.1.2, as well as to return Windsor's product and receive a refund for all amounts paid to Windsor, including but not limited to, applicable license fees, within ninety (90) days of notification to Windsor of the State's refund request

3.6 If Windsor fails to correct a Deficiency within the allotted period of time Stated above, Windsor shall be deemed to have commited an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

Contractor Responses to Appendix C in the RFP

Table C2.1 - Automated Forms Submittal Requirements

AUTOMATED FORMS SUBMITTAL REQUIREMENTS				
[redacted]				
Automated Forms Submittal Business Requirements				
BR1.1	A public user accesses a fill-able State agency electronic document. Documents can be stored on a website, stored on an FTP server, emailed to the user, etc.	M	Y	Windsor's proposed solution supports the completion of online forms and the generation of PDFs. Documents can be stored in a document management repository and made available to the user.
BR1.2	Once public users completes the document, they shall click a "submit" button to send the information to the state's Forms Resolution Portal	M	Y	Submission is very simple and results in notifications to the submitter and internal staff.
BR1.3	Email to the submitter shall be customizable by agency and/or form.	M	Y	Some emails are configured for the client across the deployment. Others can be form specific and even submitter, based on template text.
Automated Forms Submittal Project Management				
PM1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	
PM1.2	Vendor shall provide Project Staff as specified in the Contract	M	Y	
PM1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Y	
PM1.4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	

PM1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in a format agreed to by DoIT and Vendor	M	Y	
PM1.6	Vendor shall provide detailed Documentation on System operation and maintenance, including detailed Documentation on System backups and restore.	M	Y	
PM1.7	Vendor must provide detailed User Documentation for authorized agency personnel users of the Forms Resolution Portal. All portal functionality available for users must be documented.	M	Y	
PM1.8	Vendor shall provide training plans that identify the System users and Systems administrators that need training, the topics to be discussed, and the time required to complete training	M	Y	
PM1.9	Vendor must produce a logical design diagram that documents the conceptual design of the System. Included in the document will be hardware configurations, software configurations, communication configurations, diagram of data flow of application, data dictionary, and technical Documentation of user interface	M	Y	
PM1.10	Vendor must produce a physical design document that documents the actual design of the System. Included in the document will be hardware configurations, software and hardware manufacturers, software configurations, communication configurations, diagram of data flow of application, data dictionary, and technical Documentation of user interface	M	Y	
Automated Forms Submittal Forms Process Flow				
FPF1.1	All in electronic forms may be accessed by a public user from a variety of locations including, but not limited to, an agency website, an agency file server or via an email attachment sent directly to a user	M	Y	Windsor's solution allows forms to be accessible through a variety of mechanisms. However, completion and submission of forms requires Internet connectivity.
FPF1.2	Public users must be able to complete the electronic document and submit it via the Internet to the Forms Resolution Portal	M	Y	

FPF1.3	Public users may add attachments that are linked to the submitted form	M	Y	
FPF1.4	Public users may pay required fees via credit card using a hosted payment page from the State's credit card acquirer	M	Y	
FPF1.5	Access to the Forms Resolution Portal shall be restricted to authorized agency personnel based on roles	M	Y	Only authorized users have the ability to view the submitted forms in the administrative portal.
FPF1.6	Authorized state employees access the Forms Resolution Portal to perform an administrative review of the data submitted	M	Y	
FPF1.7	Data submitted to the Forms Resolution Portal shall go into an approval queue/data repository pending action by authorized agency personnel	M	Y	Authorized users have a dashboard that shows the submissions where they have some responsibility for taking action.
FPF1.8	The proposed solution must have a mechanism to identify which security group is allowed to view and process the forms data	M	Y	
FPF1.9	Authorized agency personnel approve or reject the document. Approved documents are routed to the correct agency legacy system as necessary. Rejected documents are returned to the public user via configurable e-mail with the ability to define rejection content by submittal form.	M	Y	
FPF1.10	The proposed solution must allow integration to a third party address verification service	O	Y	Yes, nFORM is currently working with ESRI and Google address validator services.
FPF1.11	Before the data is routed to the correct agency legacy system, data checking of common typographical errors shall be performed. Errors shall be flagged for action by authorized agency personnel.	O	Y	Error checking occurs at the field level on data entry. Validation rules can be established per field by the form designer (does not require programming skills).
FPF1.12	The proposed solution must be configurable to allow automated data import for specific forms if agency does not wish to do an administrative check prior to submittal for technical/subject expertise processing	M	Y	The data can pass through to the target system if the agency desires. Integration work is necessary to ensure appropriate ETL processing between forms and their target systems. Note: Answered Y because nFORM is provides this

				ability, but because each source system is unique, logic must be developed to support the integration.
FPF1.13	Forms Resolution Portal sends an acknowledgement to the public user of the acceptance status	M	Y	
FPF1.14	Authorized agency personnel can receive notification of failed email delivery attempt	M	Y	As long as someone can access the mailbox from the sending email, then they can access the bounces. The State has full control of email server and mailbox configuration.
FPF1.15	Data passed from the Forms Resolution Portal to the agency's legacy systems shall be retained in data repository for audit purposes. Data shall be retained as data fields and as an image of the PDF document.	M	Y	A copy of record will exist for every submission as well.
FPF1.16	The proposed solution must have standard interfaces to insert data into numerous standard databases and file systems, including but not limited to mapping drives to a file share, Oracle, MS SQL, MySQL, AS400 and DB2 as well as csv files in fixed length format that can be inserted into the database by DoIT personnel.	M	Y	The nFORM data layer (ORM) can interface with a wide range of standard database systems through configuration. Programmatic hooks also exist within the system that allow custom integration scenarios.
FPF1.17	PDF document to be store in a configuration directory by form. The document shall be linked to database record.	M	Y	PDFs are stored in the nFORM database, and directly tied to the database record.
FPF1.18	Completion of pilot projects identified in Appendix C-4 .	M	Y	
FPF1.19	Proposed solution must be Section 508 standards relative web based Intranet and Internet Information and Applications (http://www.section508.gov)	M	Y	
Automated Forms Submittal Security				
S1.1	The system must have levels of security so that access to all system objects such as fields, forms, reports, etc can be controlled.	M	Y /Per tial	Reports and Forms can be secured, field-level security on submissions is not supported.
S1.2	The proposed system must be able to authorize user role access to the Forms Resolution Portal based on agency, division and bureau.	M	Y	
S1.3	The system must have administrator roles that allow access to all features and functions.	M	Y	

S1.4	The proposed solution must maintain audit trail information on significant actions including, at a minimum, form submittal date, form data, form acceptance/rejection by agency, date form data sent to agency legacy system, user ID of state employee who reviewed the data changes.	M	Y	
S1.5	The proposed solution shall log all activities to prevent parties from deleting application transactions thus being able to deny that they have taken place.	M	Y	No delete authority is available on a submitted form.
S1.6	All data shall be protected from unauthorized use in transit and when at rest.	M	Y	
S1.7	The proposed solution shall be tested and hardened to prevent critical application security flaws. At a minimum, it shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index/php/OWASP_Top_Ten_Project)	M	Y	Https connections can be required with STS enabled. Stored data is encrypted, passwords hashed/salted. System has been tested with IBM Rational AppScan to ensure compliance with OWASP Top 10.
S1.8	Authorized agency personnel must be limited to access only what is required for their roles. The system roles must enable screen level and field level security.	M	Y/Partial	Field level security is not available; however, portions of certain pages can be protected.
S1.9	The proposed solution shall not store authentication credentials or sensitive data in its code.	M	Y	
S1.10	The proposed solution shall detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y	
S1.11	The proposed solution shall allow authorized agency personnel to explicitly terminate a session. No remnants of the prior session should remain	M	Y	This would be accomplished by an IT Administrator using the IIS settings.
S1.12	The proposed solution shall verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	
S1.13	The proposed solution shall verify the identity or authenticate all of the authorized agency personnel before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y	
S1.14	The proposed solution shall enforce unique user names.	M	Y	

S1.15	The proposed solution shall enforce complex passwords for authorized agency personnel of ten characters or more in accordance with DoIT's statewide *User Account and Password Policy*	M	Y	
S1.16	The proposed solution shall encrypt passwords in transmission and at rest within the database.	M	Y	Passwords transmitted from the browser are encrypted via SSL (TLS). On the server passwords are hashed and salted, with system entropy also used.
S1.17	The proposed solution shall expire passwords after 90 days	M	M	This feature is scheduled to be added summer 2014.
S1.18	The proposed solution shall establish ability to enforce session timeouts during periods of inactivity.	M	Y	
S1.19	The proposed solution shall log all attempted accesses that fail identification, authentication and authorization requirements	M	Y	
S1.20	The proposed solution shall use only the Software and System Services required by the application	M	Y	
S1.21	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y	
S1.22	The proposed solution must hide explicit errors and implement custom error handling when exceptions are encountered	M	Y	
S1.23	The vendor shall create change management documentation and procedures on the proposed solution for use by DoIT technical staff	M	Y	
Automated Forms Submittal Implementation				
I1.1	The proposed system must be fully tested by vendor prior to releasing for User Acceptance testing. Testing shall be conducted in accordance with the approved test plans	M	Y	
I1.2	Vendor must produce and execute System/unit test plans for the proposed solution and each pilot form. The testing must include component as well as end-to-end testing and must verify that the application meets the functional and technical requirements. Test plans must include resource requirements, test scripts, data, and scenarios, specific business cases, anomaly transactions, daily work functions, and administrative tasks.	M	Y	

	Confirmation of completed System/Unit tests must be provided in writing prior to start of State user acceptance testing.			
11.3	The format of the test plan will be decided upon jointly by DoIT, the pilot agencies and Vendor.	M	Y	
11.4	All components of the Software shall be reviewed and tested to ensure they protect the State's technical infrastructure and its related Data assets.	M	Y	
11.5	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Testing shall include:	M	Y	
	· Test for 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	M		
	· Test for Access Control; supports the management of permissions for logging onto a computer or network	M		
	· Test for encryption; supports the encoding of data for security purposes	M		
	· Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M		
	· Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M		
	· Test the Digital Signature; guarantees the unaltered state of a file	M		
	· Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M		
	· Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M		
	· Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M		
	· Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection,	M		

	and unauthorized access of files and/or directories on the server.			
11.6	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Y	
11.7	The Vendor must perform application testing using an industry standard and State approved testing methodology.	M	Y	
11.8	The Vendor must perform application stress testing and tuning.	M	Y	

Windsor's Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days after Contract award and approval by Governor and Council and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Windsor's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Windsor and State Project Managers.

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

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

I. 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.
- Windsor shall provide a separate escrow agreement for the application.
- Windsor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Windsor Team shall perform this Project at State facilities at no cost to Windsor
- Windsor anticipates being onsite for critical portions of the project, such as requirements gathering and design workshops and user training. Most development and documentation of deliverables will be performed offsite in Windsor's Northampton and Portland offices.
- The Windsor Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The Windsor Team shall honor all holidays observed by Windsor or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Windsor Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Windsor Team and shall be available when the Project begins.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- 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. Windsor'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 Windsor 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.
- Windsor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet Windsor certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Windsor team shall implement nFORM v3.0.
- Windsor will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to Windsor and State of New Hampshire teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Interface Integration

- The Windsor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Windsor technical team, a subset of the conversions. The Windsor Team shall lead the State with the mapping of the legacy Data to the Windsor applications and from the Windsor applications to State legacy systems.
- Additionally, the Windsor Team shall:
  1. Provide the State with Windsor application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Windsor Team shall identify the APIs the State should use in the design and development of the conversion.
  2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  3. Lead the review of functional and technical Specifications.

4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule
- Deployment is planned to begin on July 1, 2014 with a planned go-live date of June 15, 2015

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

H. User Training and Change Management

- The Windsor 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.

I. Performance and Security Testing
- The Windsor 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 Windsor on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Windsor Solutions, Inc. Team Roles and Responsibilities

1) Windsor Team Project Executive
The Windsor Team's Project Executives (Windsor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Windsor Team Project Manager and the State's Project leadership on the best practices for implementing the Windsor 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) Windsor Team Project Manager
The Windsor 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 Windsor Implementation Team. The Windsor 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 Windsor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Windsor Team members;

- Provide bi-weekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

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

B. State Roles and Responsibilities

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

1) **State Project Manager**

The State Project Manager shall work side-by-side with the Windsor Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State 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 Windsor team;
- Assist the Windsor 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 Windsor Project Manager of any urgent issues if and when they arise; and
- Assist the Windsor team staff to obtain requested information if and when required to perform certain Project tasks.

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

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Windsor 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 Windsor 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 with the Windsor Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the Windsor 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 Windsor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

4) State Application DBA

The role of the State Application DBA(s) is to work closely with the Windsor Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the Windsor to finalize machine, site, and production configuration;
- Work with the Windsor to finalize logical and physical database configuration;
- Work with the Windsor to install the Windsor tools, and Windsor Applications for the development and training environment;
- Work with the Windsor to clone additional application instances as needed by the application teams;
- Work with the Windsor upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Windsor and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with the Windsor to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine Windsor Application monitoring and tuning;
- Work with the Windsor to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Windsor Application user IDs; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

6) 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.

3. SOFTWARE APPLICATION

No additional software is required to run nFORM within the scope of this Contract.

4. CONVERSIONS

Conversions of data from legacy systems to nFORM are not within the scope of this Contract.

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

Agency Name	System/Subsystem Name	Function	Frequency
Labor	CSV file for import	Import safety summary data	Daily
Safety	EMSL database (SQL Server 2008)	Import data from EMS Unit Licensing and Wheelchair Van for Hire	Daily
Safety	Gunline database (MS Access 2003)	Import Gunline data	Daily
Safety	Criminal Records Release database (MS Access 2003)	Import criminal records release data	Daily
Administrative Services	File server	PDF of submission of BPW request form	Daily
Environmental Services	File server	Excel of submission of Ice Out data	Daily
Environmental Services	Environmental Monitoring Database (EMD) (Oracle)	Import of Volunteer Lake Assessment data	Daily
Environmental Services	File server	PDF of submission of Volunteer Lake Assessment form	Daily
Environmental Services	Oracle WSEB database	Small Systems Application	Daily

Health and Human Services	File server	PDF of submissions of the 7 WIC forms)	Daily

A. Interface Responsibilities

- The Windsor Team shall provide the State Windsor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Windsor Team shall identify the APIs the State should use in the design and development of the interface.
- The Windsor Team shall lead the State with the mapping of legacy data to the Windsor Applications.
- The Windsor Team shall lead the review of functional and technical interface Specifications.
- The Windsor Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- The Windsor Team shall document the functional and technical Specifications for the interfaces.
- The Windsor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Windsor Team shall develop and Unit Test the interface.
- The State and the Windsor Team shall jointly verify and validate the accuracy and completeness of the interface.
- 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 Windsor 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 documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

6. PRELIMINARY WORK PLAN

The following Table 6.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 6.1: High Level Preliminary NH Project Plan

Task Name	Start	Finish
[redacted]		
1.1 Establish Project Web Site	07/01/14	07/01/14
1.2 Prepare Draft Project Plan Documents	07/02/14	07/07/14
1.3 Conduct Project Kickoff Meeting	07/08/14	07/08/14
1.4 Revise and Finalize Project Plan Documents [includes review]	07/09/14	07/15/14
1.5 Conduct Status Meetings	07/16/14	07/16/14
1.6 Phase 1 Deliverable Sign-off	07/16/14	07/16/14

[illegible]	[illegible]	[illegible]
2.1 Prepare for Workshops	07/17/14	07/25/14
2.2 Conduct Workshop Sessions	07/28/14	08/08/14
2.3 Develop Draft Requirements Definition	08/04/14	08/19/14
2.4 Conduct Draft Requirements Review	08/20/14	08/28/14
2.5 Develop Final Requirements Definition	08/29/14	09/02/14
2.6 Phase 2 Deliverable Sign-off	09/03/14	09/03/14
[illegible]	[illegible]	[illegible]
3.1 Establish Test Environment	08/28/14	09/08/14
3.2 Deploy nFORM to Test Environment	09/09/14	09/11/14
3.3 Verify nFORM Deployment	09/12/14	09/15/14
[illegible]	[illegible]	[illegible]
4.1. Prepare for Training Session	09/04/14	09/12/14
4.2. Hold Training Sessions	09/15/14	09/19/14
4.3. Develop & Deliver Documentation	09/22/14	09/26/14
4.4. Phase 4 Deliverable Sign-off	09/29/14	09/29/14
[illegible]	[illegible]	[illegible]
5.1. Prepare for Design Workshops	09/04/14	09/17/14
5.2 Conduct System Design Workshops	09/18/14	10/01/14
Department of Administrative Services	09/18/14	09/19/14
Department of Environmental Services	09/22/14	09/23/14
Department of Health and Human Services	09/24/14	09/25/14
Department of Labor	09/26/14	09/29/14
Department of Safety	09/30/14	10/01/14
5.3 Develop Draft System Design Documents	10/02/14	10/17/14
5.4 Draft Design Review	10/20/14	10/29/14
5.5 Develop Final Design Documents	10/30/14	11/03/14
5.6 Phase 5 Deliverable Sign-off	11/04/14	11/04/14
[illegible]	[illegible]	[illegible]
6.1 Prepare for Checkpoint	11/05/14	11/05/14
6.2 Hold Checkpoint Meeting	11/06/14	11/06/14
6.3 Revise and Distribute Updated Project Plan	11/07/14	11/10/14
[illegible]	[illegible]	[illegible]
7.1. Department of Administrative Services	10/24/14	11/20/14
Develop Application & Unit Test	10/24/14	11/06/14
Training & Testing	11/07/14	11/20/14
7.2. Department of Environmental Services	11/21/14	01/22/15
Develop Application & Unit Test	11/21/14	01/01/15
Training & Testing	01/02/15	01/22/15
7.3. Department of Health and Human Services	11/21/14	02/05/15
Develop Application & Unit Test	11/21/14	01/15/15

Training and Testing	01/16/15	02/05/15
7.4. Department of Labor	02/06/15	03/12/15
Develop Application & Unit Test	02/06/15	02/26/15
Testing & Training	02/27/15	03/12/15
7.5. Department of Safety	01/23/15	03/12/15
Develop Application & Unit Test	01/23/15	02/26/15
Testing & Training	02/27/15	03/12/15
7.6. Phase 6 Deliverable Sign-off	03/13/15	03/13/15
8.1. Establish Product Backlog	02/16/15	02/19/15
8.2. Develop Enhancements (3 Sprints)	02/20/15	04/23/15
9.3. User Testing & Issue Resolution	04/24/15	05/28/15
8.4 Phase 7 Deliverable Sign-off	05/29/15	05/29/15
9.1 Prepare and Deploy Acceptance Release	03/16/15	03/18/15
9.2 Acceptance and Integration Testing	03/19/15	04/22/15
9.3 Resolve Acceptance Testing Issues	04/23/15	05/27/15
9.4. Final Acceptance Test/Confirmation	05/28/15	06/03/15
9.5 Phase 8 Deliverable Sign-off	06/04/15	06/04/15
10.1 Prepare and Deploy Production Application	06/05/15	06/10/15
10.2 Production System Validation	06/11/15	06/12/15
10.3 Phase 9 Deliverable Sign-off	06/15/15	06/15/15
11.1 Develop Maintenance and Support Documents	06/16/15	06/29/15
11.2 Support Warranty	06/16/15	06/13/16
11.3 Support Operations and Maintenance	06/16/15	06/16/17

1. LICENSE GRANT

Windsor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

Windsor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

3. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

a. Remove or modify any program markings or any notice of Windsor's proprietary rights;
b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

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

5. VIRUSES

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

As a part of its internal development process, Windsor will use reasonable efforts to test the Software for viruses. Windsor shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Windsor shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. AUDIT

Upon forty-five (45) days written notice, Windsor may audit the State's use of the programs at Windsor's sole expense. The State agrees to cooperate with Windsor's audit and provide reasonable assistance and access to information. The State agrees that Windsor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Windsor's audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

Windsor 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.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, Windsor shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies Windsor in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives Windsor control of the defense and any settlement negotiations; and
c. Gives Windsor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Windsor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Windsor may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Windsor may end the license, and require return of the applicable Material and refund all fees the State has paid Windsor under the Contract. Windsor will not indemnify the State if the State alters the Material without Windsor's consent or uses it outside the scope of use identified in Windsor's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Windsor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Windsor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Windsor without Windsor's consent.

8. SOFTWARE ESCROW

8.1 Windsor represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at Guardian Contract Services ("Escrow Agent"); 7000 S.W. Hampton Suite 221 Tigard, OR 97223 (Phone: 503.684.6556) as required by this Contract. Future Deposit Materials for major version releases (e.g., x.y.z) of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). Windsor shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

8.2 Windsor agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added

as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, Windsor shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

8.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

(a) Windsor has made an assignment for the benefit of creditors;
(b) Windsor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
(c) A receiver or similar officer has been appointed to take charge of all or part of Windsor's assets;
(d) Windsor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
(e) Windsor defaults under the Contract; or
(f) Windsor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

8.4 In the event that Deposit Materials are released from escrow to the State, Windsor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Windsor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

8.5 Windsor agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

1. WARRANTIES

1.1. Software

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

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

1.2. Non-Infringement

Windsor 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.

1.3. Viruses; Destructive Programming

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

1.4. Compatibility

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

1.5. Services

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

1.6. Personnel

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

1.7. Breach of Data

The Vendor shall be solely liable for costs associated with any breach of State data including but not limited to notification and any damages assessed by the courts.

2. WARRANTY PERIOD

The Warranty Period for software shall commence upon deployment of the System and extend for a period of 90 days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease. Windsor shall correct the Deficiency, and a new 30 day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 30 consecutive calendar days.

Continuation in effect:

- Covenant 1.2 shall survive the termination of the contract.
- Covenants 1.3 thru 1.7 shall continue throughout the term of this agreement and any extensions thereof.

Windsor shall provide the following Training Services.

Windsor provides training to clients based upon their specific needs. This is generally provided by the analysts that have the greatest familiarity with the applications being designed, developed, or deployed for the client. In general, training covers a set curriculum that is defined by the structure of each application and essentially follows the test case and user guides outline.

Rather than offering scheduled training sessions for the user community, Windsor prefers to establish trainers within a client's organization structure who can support the internal training needs of their staff. This train-the-trainer approach is more efficient for Windsor and more cost effective for the client. Staff members selected to become internal trainers will attend the courses that are relevant to them.

Where necessary, more technical training will be provided and in these cases it may not always be possible to use a train-the-trainer approach. Windsor will provide technical training in terms of implementation, administration and user support, as well as code reviews where necessary.

Windsor will facilitate technical knowledge transfer with staff to ensure the DoIT has the knowledge to maintain and administer the nFORM system. An Administrator's Guide will be provided that presents information pertinent to maintaining and administering the system such as installation instructions, configuration settings, common questions, common maintenance tasks and support guidelines.

A. Training

All courses are to be offered on-site in New Hampshire and shall available for up to 15 students. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State's employees will need to succeed in their job role with Windsor. From in-class demonstrations led by experienced Windsor instructors, to realistic hands-on labs, Instructor-Led In Class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

a. Windsor and the State agree to an end user training approach to meet training objectives, including:

1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and

2) leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	Windsor Team	State of NH
Develop Training Plan	Lead the development and implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Windsor providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	Windsor and the State will together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. Windsor will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.

c. Key User Training Approach Activities

1) Identify State End Users

The Windsor Team shall lead the State in identifying and categorizing its end users:
User Category 1—Power User Training: Power Users are those employees who frequently use the system. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users shall access the system for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

2) Develop Training Plan

The Windsor Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2 train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

3) Develop Training Curriculum

Windsor shall develop a recommended training curriculum for the State of New Hampshire End Users.

4) Produce Training Materials and End-User Documentation.

The Windsor team shall lead the efforts to produce the training materials and end-user Documentation.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069 - PART 3
EXHIBIT M
NH DEPARTMENT OF INFORMATION TECHNOLOGY
RFP 2014-069 (WITH ADDENDA) INCORPORATED

NH Department of Information Technology RFP 2014-069, with all included addenda, are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069 - PART 3
EXHIBIT N – VENDOR PROPOSAL BY REFERENCE

Windsor Solutions, Inc.'s response to NH Department of Information Technology RFP 2014-069, is included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
CONTRACT 2014-069 - PART 3
EXHIBIT O – SPECIAL EXHIBITS, ATTACHMENTS, AND CERTIFICATES

Attached are:

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

CERTIFICATE
(Corporation Without Seal)

I, GUY OUTRED, do hereby represent and certify that:

(1) I am PRESIDENT of WINDSOR SOLUTIONS, INC., an S corporation (the "Corporation").

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on MAY 20, 1998, which meeting was duly held in accordance with OREGON law and the by-laws of the Corporation.

(5) The signature of SIMON WATSON, VICE PRESIDENT of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as PRESIDENT of the Corporation.

DATE June 4, 2014

GUY OUTRED, PRESIDENT

STATE OF OREGON

COUNTY OF MULTNOMAH

On this the 4 day of June, 2014, before me,

GUY OUTRED, personally appeared and acknowledged himself

to be the PRESIDENT of WINDSOR SOLUTIONS, INC. an

OREGON corporation, and that he, as such being authorized to do so,

executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: Sept. 24, 2014

OFFICIAL SEAL
CATHERINE MARIE BOVIDA-ELENA
NOTARY PUBLIC - OREGON
COMMISSION NO. 460073
MY COMMISSION EXPIRES SEPTEMBER 24, 2015

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Windsor Solutions, Inc. a(n) Oregon corporation, is authorized to transact business in New Hampshire and qualified on March 4, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of June, A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2014

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
JD Fulviler & Co. Insurance, Inc.
5727 SW Macadam Ave
PO Box 69500
Portland OR 97239

CONTACT Cleonia Nathanielsz
PHONE (503) 293-8325 FAX (503) 293-8416
E-MAIL cnathanielsz@jdfulviler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Co	19682
INSURER B: Rated by Multiple Companies	00916
INSURER C: United States Liability	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
WINDSOR SOLUTIONS INC:
4386 SW MACADAM AVE STE 101
STE 101
PORTLAND OR 97239

COVERAGES CERTIFICATE NUMBER: CL3111312468 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		01EBA61938	9/10/2013	9/10/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			01EBA61938	9/10/2013	9/10/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE	$
							AGG REGATE	$
								$
B	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	Y/N	01WECD1 0391	10/1/2013	10/1/2014	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PROFESSIONAL LIABILITY			0320016733	12/6/2013	12/6/2014	Each Claim	3,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The State of New Hampshire Department of Environmental Services is added as an additional insured. Operations of the named insured subject to policy provisions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
ATTN: Chief Information Officer
NH Department of Environmental
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

T Fulviler/CLEONI

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ACORD 25 (2010/05)