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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/doiit

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 | CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- 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.

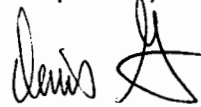
This contract is for Windsor Solutions Inc., to continue to provide a software system and associated services for the Business One Stop Project, through the Department of Information Technology, to manage automated form submittal and processing functions within the State which include back office functions 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. 2014-069A
A&E RID: 20412



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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Fax: 603-271-1516 TDD Access: 1-800-735-2964
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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/kaf
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 ALLOTTED 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

Initial all pages
Vendor Initials SW
Date May 15, 2017

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

| Table 2 ACTIVITIES, DELIVERABLES, or MILESTONE |
|---|
| Enhancements: |
| <ul style="list-style-type: none"> • 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 | Start | Finish | 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 SW
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

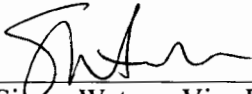
| CONTRACT AND AMENDMENT NUMBER | AMENDMENT TYPE | G&C APPROVAL DATE | END DATE | CONTRACT AMOUNT |
|-------------------------------|---------------------------|---------------------------|---------------|---------------------|
| 2014-069 | Original Contract | June 18, 2014 Item #15 | June 30, 2019 | \$ 778,058 |
| 2014-069- Amendment A | 1 st Amendment | TBD | June 30, 2024 | \$ 940,564 |
| | CONTRACT TOTAL | | | \$ 1,718,622 |

Initial all pages
Vendor Initials *JW*
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.



Simon Watson, Vice President
Windsor Solutions, Inc.

Date: May 15, 2017

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)



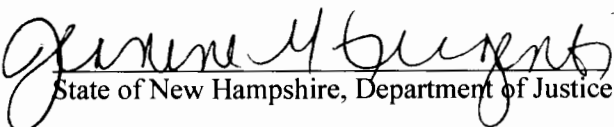
State of New Hampshire



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

Date: 5/25/2017

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



State of New Hampshire, Department of Justice

Date: 6/1/2017

Initial all pages
Vendor Initials SW
Date May 15, 2017

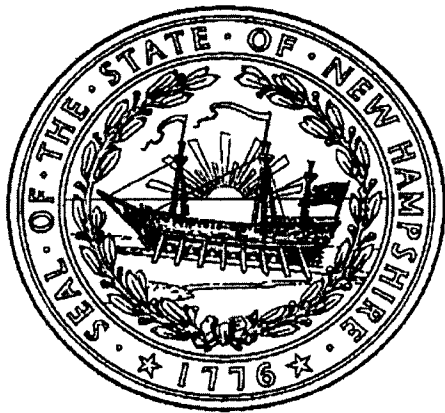
State of New Hampshire

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.

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

William M. Gardner
Secretary of State

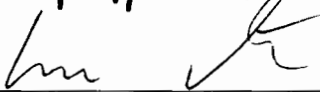
CERTIFICATE
(Corporation Without Seal)

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

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,

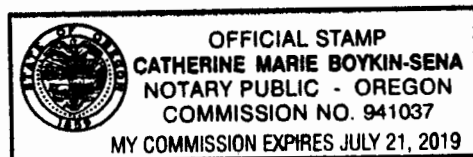
executed the foregoing instrument.

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


Notary Public/Justice of the Peace

My Commission Expires:

July 21, 2019





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 69508 Portland OR 97239 | CONTACT NAME: Cleonie Nathanielsz | |
| | PHONE (A/C, No, Ext): (503) 293-8325 | FAX (A/C, No): (503) 293-5418 |
| E-MAIL ADDRESS: cnathanielsz@jdfulwiler.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Sentinel Ins Co Ltd | | 11000 |
| INSURER B: Rated by Multiple Companies | | 00914 |
| INSURER C: Beazley Insurance Company Inc | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 16/17 Gen Use **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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 52SBALG1938 | 9/10/2016 | 9/10/2017 | 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 XCYBR \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 52SBALG1938 | 9/10/2016 | 9/10/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> 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 | | 52WBCDL0392 | 10/1/2016 | 10/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 including Cyber | | | V19D4F150101 | 12/4/2016 | 10/1/2017 | Each Claim \$3,000,000 Aggregate \$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 <i>Becky Harding, CIPAC</i> |
|---|--|

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15 RB

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

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 #627015), 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 | JOB # | TOTALS |
|------|--|-------|---------------------|
| | CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC | | |
| 2015 | 01-03-03-030030-09800000 Business One Stop 034-500099 Capital Projects | NA | \$616,692.00 |
| 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.

June 6, 2014

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.

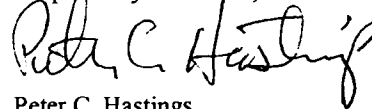
Windsor Solutions, Inc. will provide the knowledge and skill to implement this system and will provide support after implementation. Windsor has prior experience working with the New Hampshire Department of Environmental Services, on prior engagements and is familiar with the agency's organization, technical 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 those 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/ltn
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

2014-069 DoIT Automated Forms Submission Project

| Company | Company Address | Software Solution 30 Pts max | Technical, Service and PM Exp and Approach 20 Pts max | Company Qualifications 5 Points Max | Staffing Qualifications 10 Points Max | Solution Cost | Solution Cost Points Pts Max | 100 TOTAL Pts Max |
|---------------|---|---------------------------------|---|---|---|---------------|------------------------------------|-------------------------|
| Intresys | 1875 S. Grant Street, Suite 130 San Mateo, CA 94402 | 12.80 | 12.12 | 3.50 | 6.03 | \$ 747,140 | 27 | 81.0 |
| WindSOR | 4386 SW Macadam Ave, Suite 101 Portland, OR 97239 | 29.07 | 18.12 | 4.60 | 9.07 | \$ 654,692 | 31 | 91.4 |
| Z-Square | One Broadway, 14th Floor Cambridge, MA 02142 | 14.33 | 15.73 | 2.70 | 6.47 | \$ 570,627 | 35 | 74.2 |
| PCC | 2 Barnard Lane Blumefield, CT 06002 | 22.20 | 16.58 | 3.60 | 8.33 | \$ 662,880 | 31 | 81.3 |
| Versivo, Inc. | 950 North Glebe Road, Suite 210 Arlington, VA 22203 | 17.67 | 17.33 | 3.07 | 5.67 | \$ 628,055 | 32 | 75.5 |
| | | | | | | | Max Points | 91.4 |

EVALUATORS

| | | |
|---------------------|-----------------------------------|--|
| Theresa Pare-Curtis | Director, Web Support Division | Department of Information Technology |
| Deborah Michel | Information Technology Mgr III | Department of Information Technology |
| Alan Volpe | Information Technology Mgr III | Department of Information Technology |
| Timothy Nowack | Business 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/doi

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,

A handwritten signature in black ink, appearing to read "Peter C. Hastings".

Peter C. Hastings
Commissioner

PCH/ltn
DOIT 2014-069
RID# 15794

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACT 2014-069
AGREEMENT- PART 1**

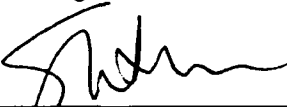
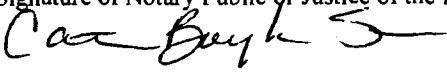
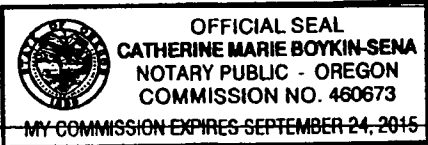
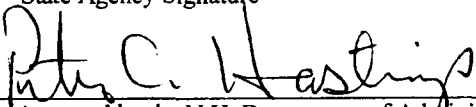
Subject: Automated Forms Submittal Project

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 Mason | | 1.10 State Agency Telephone Number 603 223-5750 | |
| 1.11 Contractor Signature  | | 1.11 Name and Title of Contractor Signatory Simon Watson, Vice President | |
| 1.13 Acknowledgement: State of <u>Oregon</u> , County of <u>Multnomah</u> On <u>June 4, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Catherine Marie Boykin-Sena</u> <u>Notary Public - Oregon</u> | | | |
| 1.14 State Agency Signature  | | 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: <u>Aulo C. Hellei</u> On: <u>6/5/14</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

EMPLOYMENT OF CONTRACTOR SERVICES TO
BE PROVIDED

CONTRACTOR SERVICES TO BE PROVIDED

CONTRACTOR SERVICES TO BE PROVIDED

CONTRACTOR SERVICES TO BE PROVIDED
BY THE USA

24

CONTRACTOR SERVICES TO BE PROVIDED
BY THE USA

CONTRACTOR SERVICES TO BE PROVIDED
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CONTRACTOR SERVICES TO BE PROVIDED
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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 or all of the following actions:

8.2.1 the Contractor shall be notified in writing of the Event of Default and is required to remedy the default within an absolute time period of 30 days from the date of notification. If the Contractor fails to remedy the default within the time period, the State may terminate this Agreement and the Contractor shall be deemed to have accepted termination;

8.2.2 the Contractor shall be notified in writing of the Event of Default and is required to make payments to the State under this Agreement and to ensure that the portion of the contract price which would otherwise accrue to the Contractor during the period of the default is paid to the State. If the State determines that the Contractor has breached the Event of Default, the Contractor shall be deemed to have accepted termination;

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

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

9. CONFIDENTIALITY
[Redacted text]

10. ASSIGNMENT
[Redacted text]

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE
[Redacted text]

12. CONTRACTOR'S RELATION TO OTHERS
[Redacted text]

13. FORCE MAJEURE
[Redacted text]

14. INSURANCE
[Redacted text]

15. GOVERNING LAW
[Redacted text]

... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

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

21. HEADINGS. The headings of this Agreement are for identification only and shall not be construed to limit, expand, or modify the meaning of any provision of this Agreement.

19. WORKERS' COMPENSATION. The Employer agrees to provide workers' compensation benefits to its employees in accordance with the laws of the State of Michigan. The Employer shall also provide additional workers' compensation benefits to its employees as set forth in the attached EXHIBIT C, which is incorporated herein by reference.

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

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

24. ENTIRE AGREEMENT. This Agreement, together with the attached EXHIBIT C, constitute the entire agreement between the parties hereto and shall supersede all other agreements, understandings, or negotiations between the parties hereto.

18. WAGES. The Employer shall pay its employees the minimum wage as established by the laws of the State of Michigan. The Employer shall also pay its employees the minimum wage as established by the laws of the State of Michigan, plus any applicable overtime pay.

17. OVERTIME. The Employer shall pay its employees overtime pay in accordance with the laws of the State of Michigan. The Employer shall also pay its employees overtime pay in accordance with the laws of the State of Michigan, plus any applicable overtime pay.

16. ANTI-DISCRIMINATION. The Employer shall not discriminate against its employees on the basis of race, sex, religion, or national origin. The Employer shall also not discriminate against its employees on the basis of race, sex, religion, or national origin.

15. NOTICE OF AGREEMENT AND TERMS. The Employer shall provide a copy of this Agreement to each of its employees. The Employer shall also provide a copy of this Agreement to each of its employees.

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 Mason, 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

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

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 <i>under the Contract</i> |
| 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. |

STATE OF NEW HAMPSHIRE
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| 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: <i>Contract Management</i>) |
| 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 |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
AUTOMATED FORMS SUBMITTAL PROJECT
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| Enhancements | Services beyond support and upgrades will proceed using a change control process. This includes tasks such as: <ul style="list-style-type: none"> • 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 |

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| Normal Business Hours | Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided |
| Notice to Proceed (NTP) | The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time |
| Open Data Formats | A data format based on an underlying Open Standard. |
| Open Source Software | Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11. |
| Open Standards | Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13. |
| 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 |

STATE OF NEW HAMPSHIRE
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| 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 <u>RSA Chapter 91-A</u> |
| 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 1 st through June 30 th of the following calendar year |

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| 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. | |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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| 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:

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- a. The *State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
- 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.

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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

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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:

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Windsor's Key Project Staff:

| <u>Key Member(s)</u> | <u>Title</u> |
|----------------------|---------------------------|
| 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.*

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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.

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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*.

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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 separate 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.

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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 nFORM 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.

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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.

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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

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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.

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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

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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;

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- 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.

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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 | <u>CUMULATIVE ALLOTTED TIME</u> |
|----------------|--|---|--|
| 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;

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- 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:

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- 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.

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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.

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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 Name | Start | Finish |
|---|----------|----------|
| 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*.

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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*.

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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 Name | 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.

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Table 3. Maintenance/Support/Upgrades

| Term | Definition | Maintenance/Support/Upgrades | | | | | |
|---------|--|------------------------------|----------|----------|----------|----------|----------|
| | | FY 2014 | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 |
| License | <u>Includes:</u> <ul style="list-style-type: none"> • 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.

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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.

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EXHIBIT C – SPECIAL PROVISIONS

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

Windsor Solutions, Inc.
Mr. Simon Watson
Suite 101
4386 SW Macadam Ave
Portland, OR 97239
Tel: (503) 675-7833 x 215

TO STATE

State of New Hampshire
Department Of Information Technology
27 Hazen Drive
Concord, NH 03301
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

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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.

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EXHIBIT D – ADMINISTRATIVE SERVICES

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

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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.

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EXHIBIT E – IMPLEMENTATION SERVICES

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.

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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 |

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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.

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EXHIBIT F – TESTING SERVICES

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

1. 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.

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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.

| | |
|-----------------------------|--|
| Activity Description | Develop the scripts needed to unit test individual application modules, interface(s) and conversion components. |
| Unit Test Plan | 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. |
| Unit Test Report | 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.

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| | |
|--------------------------------------|---|
| Activity Description | 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. |
| Windsor Team Responsibilities | <ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts. |
| State Responsibilities | <ul style="list-style-type: none"> • 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. |
| Work Product Description | <ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly. |

1.4. Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

| | |
|--------------------------------------|---|
| Activity Description | 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. |
| Windsor Team Responsibilities | For conversions and interfaces, the Windsor team will execute the applicable validation tests and compare execution results with the documented expected results. |
| State Responsibilities | Extract and cleanse, if necessary, the legacy data to be converted in the data conversions |
| Work Product Description | Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted 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.

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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

| | |
|--------------------------------------|---|
| Activity Description | The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes. |
| Vendor Tasks Responsibilities | <ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution. |
| State Responsibilities | <ul style="list-style-type: none"> • 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. |

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| | |
|---|--|
|  | <ul style="list-style-type: none">• 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. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan. |

1.7. Performance Tuning and Stress Testing

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

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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

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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.

Posttest 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. Regression Testing

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:

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- 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.

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| 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.

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

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 nFORM 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*

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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 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.

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EXHIBIT H – MAINTENANCE AND SUPPORT SERVICES

Contractor Responses to Appendix C in the RFP

Table C2.1 - Automated Forms Submittal Requirements

| AUTOMATED FORMS SUBMITTAL REQUIREMENTS | | | | |
|--|---|-----|---|---|
| Req. # | Requirements Description | M/O | Y | N/A |
| 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 | |

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| 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 | Fill 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 | |

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| 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 |

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| | | | | 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 /Partial | 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 | |

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| 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 | |

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| S1.15 | The proposed solution shall enforce complex passwords for authorized agency personnel of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> | 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 | |

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| | 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 | <p>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:</p> <ul style="list-style-type: none"> - 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 - Test for Access Control; supports the management of permissions for logging onto a computer or network - Test for encryption; supports the encoding of data for security purposes - Test the Intrusion Detection; supports the detection of illegal entrance into a computer system - Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network - Test the Digital Signature; guarantees the unaltered state of a file - Test the User Management feature; supports the administration of computer, application and network accounts within an organization. - Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network - Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system - Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, | M | Y | |
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| | 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 | |

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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.

1. ASSUMPTIONS

A. General

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

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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.

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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;

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- 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

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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;

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- 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:

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- 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 |

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| | | | |
|---------------------------|-------------|--|-------|
| 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 |
|--|----------|----------|
| 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 |

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| Task 2 - Preliminary Analysis | 07/17/14 | 07/03/14 |
|--|----------|----------|
| 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 |
| Task 3 - Configure and Implement Test System | 08/28/14 | 09/15/14 |
| 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 |
| Task 4 - Training & Documentation | 09/04/14 | 09/29/14 |
| 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 |
| Task 5 - Design nFORM Enhancements & Forms | 09/04/14 | 11/03/14 |
| 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 |
| Task 6 - Plan nFORM | 11/05/14 | 11/10/14 |
| 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 |
| Task 7 - Implement System Integration | 10/24/14 | 01/15/15 |
| 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 |

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| | | |
|--|---------------------|---------------------|
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |

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EXHIBIT J – SOFTWARE LICENSE AND RELATED TERMS

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.

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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

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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.

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EXHIBIT K – WARRANTY AND WARRANTY SERVICES

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.

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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.

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EXHIBIT L – TRAINING SERVICES

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.

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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.

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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.

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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.

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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.

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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,

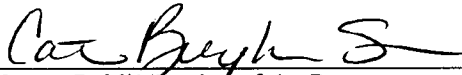
GUY OUTRED, personally appeared and acknowledged himself

to be the PRESIDENT of WINDSOR SOLUTIONS, INC. an

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

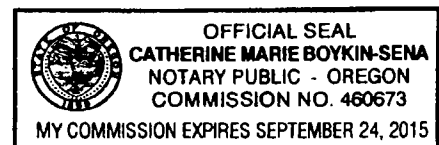
executed the foregoing instrument.

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



Notary Public/Justice of the Peace

My Commission Expires: Sept. 24, 2014



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

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

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 Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239 | CONTACT NAME: Cleonie Nathanielsz | |
| | PHONE (A/C No. Ext.): (503) 293-8325 | FAX (A/C No.): (503) 293-5418 |
| E-MAIL ADDRESS: cnathanielsz@jdfulwiler.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Hartford Fire Insurance Co | | 19682 |
| INSURER B: Rated by Multiple Companies | | 00914 |
| INSURER C: United States Liability | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

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| COVERAGES | CERTIFICATE NUMBER: CL13112124663 | REVISION NUMBER: |
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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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|--|--|---|---------------|-------------------------|-------------------------|---|-----------------------------------|
| A | GENERAL LIABILITY | | 52SBALG1938 | 9/10/2013 | 9/10/2014 | EACH OCCURRENCE \$ 2,000,000 | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | X | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | 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 | |
| | | | | | | | \$ |
| GENL AGGREGATE LIMIT APPLIES PER: | | | | | | | |
| <input checked="" type="checkbox"/> POLICY | <input type="checkbox"/> PRO-JECT | <input type="checkbox"/> LOC | | | | \$ | |
| A | AUTOMOBILE LIABILITY | | 52SBALG1938 | 9/10/2013 | 9/10/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 | |
| | <input type="checkbox"/> ANY AUTO | X | | | | BODILY INJURY (Per person) \$ | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | <input checked="" type="checkbox"/> SCHEDULED AUTOS | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | <input type="checkbox"/> NON-OWNED AUTOS | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | | | \$ | | | | |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ | |
| | EXCESS LIAB | | | | | AGGREGATE \$ | |
| | DED | RETENTION \$ | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | 52WBCL0392 | 10/1/2013 | 10/1/2014 | WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input type="checkbox"/> N | | | | E.L. EACH ACCIDENT \$ 1,000,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | |
| C | PROFESSIONAL LIABILITY | | TR1001673J | 12/4/2013 | 12/4/2014 | 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.

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| 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 Fulwiler/CLEONI <i>T. M. Fulwiler</i> |