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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/doi

Denis Goulet  
Commissioner

September 1, 2016

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

**REQUESTED ACTION**

1) Authorize the Department of Information Technology, for the benefit of the Department of Labor, to enter into a contract amendment with iDoxSolutions, Inc. (Vendor #170578, PO #1036597) of Bethesda, MD, for support and maintenances of Electronic Document Management System (EDMS). The original contract was approved by Governor and Executive Council on April 9, 2014, Item #18.

2) Further, authorize the extension of the contract expiration date from October 30, 2016 to October 30, 2019. No additional funding is involved in this time extension. The contract has been funded at a total cost of \$156,630.40. **100% Other (Agency Class 27) Funds: the agency Class 27 used by DOL to reimburse DoIT for this contract is 96% from the Workers' Compensation Insurance Assessment fund and 4% from the Inspection Fees-Certificates-License fund.**

Funding is available in the account #01-03-03-030010-76260000-DoIT – IT for DOL 046-500465 – IT Consultants.

**EXPLANATION**

This amendment is a request for extension of the contract with no additional cost and to exercise the option to extend the terms of the contract. The initial term of the contract has a completion date of October 30, 2016 with an option to extend at the sole option of the State for three years. The State will be utilizing encumbered funds carried forward under this contract to fund this extension.

The amendment will continue to provide critical support and maintenance services relative to the Department of Labor Electronic Document Management System, and provide vendor resources with the knowledge transfer, as needed break/fix repairs, and scanner servicing to support and maintain the NHDOL EDMS.

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
Page 2

The Department of Information Technology has reviewed and approved the request for this contract and we respectfully request your approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet  
Commissioner

DG/mh  
2014-030A

DR



**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](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

August 26, 2016

James C. Craig  
Commissioner  
NH Department of Labor  
State Office Park, Spaulding Building  
95 Pleasant Street  
Concord, NH 03301

Dear Commissioner Craig:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with iDoxSolutions, Inc. for support and maintenance of your Electronic Document Management System (EDMS) as described below and referenced as DoIT No. 2014-030A.

This contract amendment is a request to extend the contract end date of October 30, 2016 to October 30, 2019 with no additional funding involved in this time frame. The contractor will continue to provide the knowledge and skill sets to support the DoIT System administrators who maintain the NH DOL EDMS. iDoxSolutions will also provide break fix services for the life of the contract. The contract is effective upon Governor and Executive Council approval through October 30, 2019.

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

Sincerely,

Denis Goulet

DG/mh  
DOS 2014-030A

cc: Joseph Nadeau, IT Lead NH Department of Labor

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY FOR DEPARTMENT OF LABOR  
NHDOL EDMS SUPPORT  
2014-030  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2014-030, on April 9, 2014, Item # 18, (herein after referred to as the "Agreement"), iDoxSolutions, Inc (hereinafter referred to as "Contractor") 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 General Provisions Section 18 of the Contract, this Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

WHEREAS, the Department and the Contractor agree to extend the completion date; and

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. Form P-37: General Provisions of the Agreement is hereby amended as follows:

- a. Amend, Block 1.7 Completion Date: from October 30, 2016 to October 30, 2019.
- b. Amend, Block 1.9 Replace with Steve Kelleher
- c. Amend, Block 1.15 Replace with Denis Goulet

2. Contract 2014-030 Part 2 Section 16 Dispute Resolution

- a. Replace First Level with Joseph Nadeau, State Project Manager
- b. Replace Second Level with Denis Goulet, Commissioner

3. Effective Date of Amendment: This amendment shall take effect upon the date of approval by Governor and Council.

For reference only:

**Table 1 CONTRACT 2014-030**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>G&amp;C APPROVAL DATE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
2014-030	Original Contract	04/09/2014	10/30/2016	\$156,630.40
2014-030A Amendment A	1 <sup>st</sup> Amendment No Cost Extension	Pending	10/30/2019	\$ 0.00
	<b>CONTRACT TOTAL</b>			\$156,630.40

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY FOR DEPARTMENT OF LABOR  
NHDOL EDMS SUPPORT  
2014-030  
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.

Michael D. Brant

Michael D. Brant, President  
iDoxSolutions, Inc.

Date: Aug 26, 2016

Corporate Signature Notarized:

STATE OF Maryland

COUNTY OF Montgomery

On this the 26<sup>th</sup> day of August, 2016 before me,  
Alison Coombs, the undersigned Officer Michael D. Brant, personally  
appeared and acknowledged her/himself to be the President, of  
iDoxSolutions, Inc., a corporation, and that she/he, as such  
President being authorized to do so, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the corporation by her/himself as  
President.

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

Alison Coombs  
Notary Public/Justice of the Peace

My Commission Expires: 12/05/17

(SEAL)

State of New Hampshire

Denis Goulet

Denis Goulet, Commissioner  
Department of Information Technology

Date: 9/2/2016

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

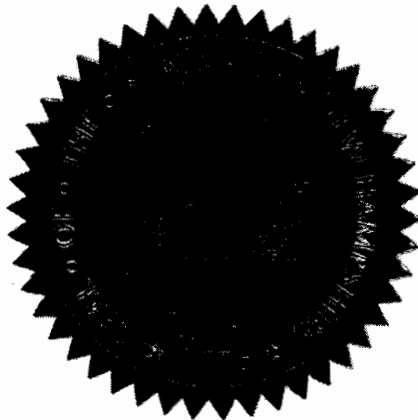
Joseph M. Gagliardi  
State of New Hampshire, Department of Justice

Date: 9/7/16

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 iDoxSolutions, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 12, 2013. 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 24<sup>th</sup> day of August, A.D. 2016

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

William M. Gardner  
Secretary of State

WITH SEAL

**CERTIFICATE OF VOTE**

I, Peter A. Sprecher, of iDoxSolutions, Inc., do hereby certify that:

1. I am the duly elected Secretary of the iDoxSolutions, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on August 26, 2016;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Labor.

RESOLVED: That the President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Michael D. Brant is the duly elected President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 26, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 26th day of August, 2016.



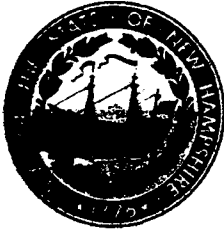
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(CORPORATE SEAL)





18 93



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**DEPARTMENT OF INFORMATION TECHNOLOGY**  
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 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doit

**Peter C. Hastings**  
*Commissioner*

March 12, 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 ("DoIT"), for the benefit of the Department of Labor ("DOL"), to enter into a contract with iDoxSolutions, Inc. (Vendor # 170578) of Bethesda Maryland, for technical support services to upgrade and support an Electronic Document Management system, in the amount of \$156,630.40, effective upon Governor and Executive Council approval through October 30, 2016 with the option to renew up to but not beyond October 30, 2019.

**100% Other (Agency Class 27) Funds: the agency Class 27 used by DOL to reimburse DoIT for this contract is 96% from the Workers' Compensation Insurance Assessments fund and 4% from the Inspection Fees-Certificates-Licenses fund.** Funding is available in the following Department of Information Technology accounts, contingent upon continued appropriation for fiscal 2016 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

<b>FY</b>	<b>CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE</b>	<b>JOB #</b>	<b>TOTALS</b>
<b>2014</b>	01-03-03-030010-76260000- DoIT- IT for DOL 046-500465 - IT Consultants	03260009	\$91,300.00
<b>2015</b>	01-03-03-030010-76260000- DoIT- IT for DOL 046-500465 - IT Consultants	03260009	\$32,125.00
<b>2016</b>	01-03-03-030010-76260000- DoIT- IT for DOL 046-500465 - IT Consultants	03260009	\$33,205.40
	<b>GRAND TOTAL</b>		<b>\$156,630.40</b>

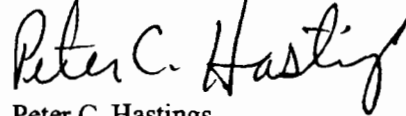
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
Page 2  
March 12, 2014

### EXPLANATION

This contract is for the support of the NH Department of Labor Electronic Document Management System (NHDOL EDMS). iDoxSolutions will provide the knowledge and skill sets to support the DoIT system administrators in maintaining the NHDOL EDMS. The NHDOL EDMS has been in production since June of 2001 and has always been supported by in-state administrators functioning as the first-line of support. Secondary support has always come from outside vendors having more in-depth knowledge and experience maintaining this type of system with the proprietary software involved. iDoxSolutions will be required to support the in-State resources in their effort to maintain the NHDOL EDMS in an operational status. Fiscal Year 2014 funding is higher due to a necessary application rewrite to a more current and secure language, to set up the initial environment, and to accelerate knowledge transfer services to first-line in-state resources during development and integration of the customized components. In addition to this, routine break/fix support must be maintained. Fiscal years 2015 and 2016 continue with break/fix support and tapered off knowledge transfer services.

Through a competitive bidding process, Department of Information Technology issued a request for proposals. Although the posting was advertised to hundreds of IT vendors through an email release, the Department received a proposal from a single vendor. The Department of Labor believes that the low response rate was due to the specialized nature of the NHDOL EDMS. iDoxSolutions, Inc has met all requirements and a fair price was negotiated.

Respectfully submitted,



Peter C. Hastings  
Commissioner

PCH/dcp  
2014-030  
A&E RID # 13969

Cc: David Perry, Contracts Manager, Bureau of Finance & Administration  
Joseph Nadeau, IT Lead, NH Department of Labor

## Summary Table

## 2014-030 DOL EDMS

Company	Company Address	Company Profile 15 Pts max	Vendor Staff Qualifications 20 Points Max	Help Desk 15 Points Max	State Staff Knowledge Transfer and Consulting 15 Points Max	Vendor Solution 15 Points Max	Solution Cost	Solution Cost Points 20 Pts Max	TOTAL 100 Pts Max
IDocSolutions, Inc	Bethesda Maryland	12.60	16.83	13.00	12.50	13.00	\$ 91,300	20.0	87.9
								Max Points	87.9

Selection Team      Joseph Nadeau DOIT at DOL IT Lead  
 Laurie Newcorn DOIT Development Specialist  
 Henry Vincent DOL Business Analyst



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**Peter C. Hastings**  
*Commissioner*

March 27, 2014

James C. Craig  
Commissioner  
NH Department of Labor  
State Office Park, Spaulding Building  
95 Pleasant Street  
Concord, NH 03301

Dear Commissioner Craig:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a Contract with iDoxSolutions Inc. for support of your Electronic Document Management System (EDMS) as described below and referenced as DoIT No. 2014-030.

This contract provides the knowledge and skill sets to support the DOIT System administrators who maintain the NHDOL EDMS. EDMS will provide expert support for the proprietary software to our in-state administrators who provide first line support to NHDOL customers. In addition iDoxSolutions will provide an application rewrite from vb6 to vb.net along with an initial environment set up and accelerated knowledge transfer services to the state administrators for these changes. iDoxSolutions will also provide break fix services for the life of the contract. The contract price limit is \$156,630.40 and the contract term is from Governor and Executive Council approval through October 30, 2016

A copy of this letter should accompany the New Hampshire Department of Labor submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".  
Peter C. Hastings

PCH/dcp  
DOS 2014-030

cc: David Perry, Contracts Manager, Bureau of Finance & Administration  
Joseph Nadeau, IT Lead NH Department of Labor

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
NH DEPARTMENT OF LABOR EDMS SUPPORT  
CONTRACT 2014-030  
AGREEMENT- PART 1**


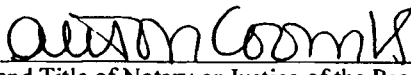
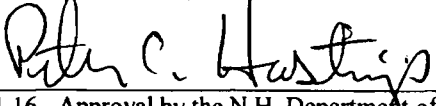
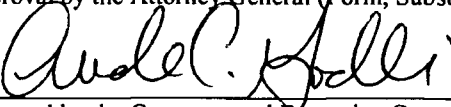
Subject: NHDOL Electronic Document Management System Support Contract

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name iDoxSolutions, Inc		1.4 Contractor Address 7910 Woodmont Avenue, Suite 230 Bethesda, MD 20814	
1.5 Contractor Phone Number  301-656-2300	1.6 Account Number  010-003-7626-046	1.7 Completion Date  10/30/2016	1.8 Price Limitation  \$ 156,630.40
1.9 Contracting Officer for State Agency Peter C. Hasting		1.10 State Agency Telephone Number 603-223-5744	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael D. Brant, President	
1.13 Acknowledgement: State of Maryland, County of Montgomery  On February 14, 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]  my commission expires 12/05/17			
1.13.2 Name and Title of Notary or Justice of the Peace  Alison Coombs, Office Manager			
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:  On: 3/24/14			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

Contractor Initials *MB*  
Date *7/2/2014*

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by iDoxSolutions and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a iDoxSolutions' final offer following the conclusion of discussions.
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management
<b>Certification</b>	iDoxSolutions' written declaration with full supporting and written Documentation (including without limitation test results as applicable) that iDoxSolutions has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a iDoxSolutions, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement,

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	Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and iDoxSolutions 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> )
<b>Contracted Vendor/Vendor</b>	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.
<b>Conversion Test</b>	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.
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by iDoxSolutions specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by iDoxSolutions specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by iDoxSolutions during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by

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	iDoxSolutions to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>DOL</b>	Department of Labor
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>EDMS</b>	Electronic Document Management and Workflow System
<b>Effective Date</b>	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
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	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
<b>Fully Loaded</b>	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
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	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.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved

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<b>Key Project Staff</b>	Personnel identified by the State and by iDoxSolutions as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>NHDOL</b>	New Hampshire Department of Labor
<b>Non Exclusive Contract</b>	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.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	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 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Exceed (NTE)</b>	Not To Exceed
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to iDoxSolutions to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	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.
<b>Order of Precedence</b>	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
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and iDoxSolutions’ 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
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by iDoxSolutions to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State’s and iDoxSolutions’ 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)
<b>Project Staff</b>	State personnel assigned to work with iDoxSolutions on the Project

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<b>Proposal</b>	The submission from iDoxSolutions in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	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
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SaaS- Software as a Service</b>	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.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between iDoxSolutions and the State specifying the level of Service that is expected of, and provided by, iDoxSolutions during the term of the Contract.
<b>Services</b>	The work or labor to be performed by iDoxSolutions on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by iDoxSolutions under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	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 iDoxSolutions in response to this RFP.
<b>Specifications</b>	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.
<b>State</b>	STATE is defined as: State of New Hampshire NH Department of Labor and Department of Information Technology 95 Pleasant Street Concord NH 03301 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and

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	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 iDoxSolutions. The Contract Agreement SOW defines the results that iDoxSolutions remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	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>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	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).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, iDoxSolutions, which is performing Services under this Contract under a separate Contract with or on behalf of iDoxSolutions
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a iDoxSolutions, 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
<b>Test Plan</b>	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.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when iDoxSolutions is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	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

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	requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ Contracted Vendor</b>	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.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which iDoxSolutions is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by iDoxSolutions during the Warranty Period.
<b>Work Hours</b>	iDoxSolutions 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.
<b>Work Plan</b>	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.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by iDoxSolutions either in paper or electronic format.
<b>WWW</b>	World Wide Web

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through Department of Information Technology for the benefit of the Department of Labor ("State"), and iDoxSolutions, Inc ("iDoxSolutions"), a Maryland Corporation, having its principal place of business at 7910 Woodmont Avenue, Bethesda, Maryland.

The primary goal of this contract is to procure qualified vendor services to assist State resources in maintaining the NHDOL EDMS in operational status. The NHDOL EDMS has been in production for over ten years and is currently very stable. Due to the Labor's dependency on this system it is essential to assure we have resources available to maintain all its components in operational status. Secondary goals are to both enhance and synchronize the NHDOL EDMS to a level that will meet the changing business requirements of the NHDOL and to provide knowledge transfer consulting services to State resources with the objective of being more self-reliant in supporting and maintaining the NHDOL EDMS.

**RECITALS**

The State desires to have iDoxSolutions provide help desk support assistance to State resources and knowledge transfer consulting services to State resources associated with the NHDOL EDMS;

iDoxSolutions wishes to provide help desk support assistance to State resources and knowledge transfer consulting services to State resources associated with the NHDOL EDMS.

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- Requirements- iDoxSolutions' 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- iDoxSolutions Proposal, by reference
  - Exhibit O- Certificates and Attachments



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**1.2 Order of Precedence**

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

- a. State of New Hampshire, Department of Labor Contract 2014-030.
- b. DOL RFP 2014-030 NHDOL EDMS Support, dated June 14<sup>th</sup>, 2013, with addendum 1 incorporated; then
- c. iDoxSolutions Proposal, received August 8<sup>th</sup>, 2013

**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 October 30, 2016. The Term may be extended up to three 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 October 30, 2019.

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

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

**Time is of the essence in the performance of iDoxSolutions' 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 ("NTE") Contract 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. iDoxSolutions shall not be responsible for any delay, act, or omission of such other contractors, except that iDoxSolutions 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 iDoxSolutions.

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Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$ 156,630.40.

**3. CONTRACT MANAGEMENT**

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

**3.1 iDoxSolutions' Contract Manager**

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

Mr. Michael D. Brant  
President  
7910 Woodmont Avenue, Suite 230  
Tel: 301-656-2300  
Fax: 301-656-7307  
Email: mbrant@iDoxSolutions.com

**3.2 iDoxSolutions' Project Manager**

**3.2.1 Contract Project Manager**

iDoxSolutions shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. iDoxSolutions selection of iDoxSolutions 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 iDoxSolutions Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of iDoxSolutions' 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** iDoxSolutions 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 iDoxSolutions' representative for all administrative and management matters. iDoxSolutions Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. iDoxSolutions 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. iDoxSolutions Project Manager must work diligently and use his/ her best efforts on the Project.

**3.2.3** iDoxSolutions shall not change its assignment of iDoxSolutions Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of iDoxSolutions Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than iDoxSolutions Project Manager being replaced; meet the requirements

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

**3.2.5** iDoxSolutions Project Manager is:  
Tom Cosgrove  
Title: Project Management Office  
7910 Woodmont Avenue, Suite 230  
Tel: 301-656-  
Fax: 301-656-7307  
Email: tcosgrove@idoxsolutions.com

### **3.3 iDoxSolutions Key Project Staff**

**3.3.1** iDoxSolutions 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 iDoxSolutions Key Project Staff. The State reserves the right to require removal or reassignment of iDoxSolutions' 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** iDoxSolutions shall not change any iDoxSolutions Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of iDoxSolutions Key Project Staff will not be unreasonably withheld. The replacement iDoxSolutions Key Project Staff shall have comparable or greater skills than iDoxSolutions 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 iDoxSolutions in default and to pursue its remedies at law and in equity, if iDoxSolutions fails to assign Key Project Staff meeting

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the requirements and terms of the Contract or if it is dissatisfied with iDoxSolutions' replacement Project staff.

**3.3.3.1** iDoxSolutions Key Project Staff shall consist of the following individuals in the roles identified below:

**iDoxSolutions' Key Project Staff:**

<u>Key Member(s)</u>	<u>Title</u>
Tom Cosgrove	Project Management Office
Bill Grooms	Architect/Developer
Sam Gweh	Help Desk Support
Robina Barlow	Quality Assurance Trainer/Knowledge Transfer

**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:

Joseph Nadeau  
NH Department of Information Technology  
95 Pleasant Street, Concord NH 03301  
Tel: (603) 271-6872  
Fax: (603) 271-0126  
Email: [Joseph.Nadeau@doit.nh.gov](mailto:Joseph.Nadeau@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 iDoxSolutions;
- 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:

Joseph Nadeau  
NH Department of Information Technology  
95 Pleasant Street, Concord NH 03301  
Tel: (603) 271-6872  
Fax: (603) 271-0126  
Email: [Joseph.Nadeau@doit.nh.gov](mailto:Joseph.Nadeau@doit.nh.gov)

**3.6 Reference and Background Checks**

The State may, at its sole expense, conduct reference and background screening of iDoxSolutions' Project Manager and iDoxSolutions 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 iDoxSolutions Responsibilities

iDoxSolutions 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.

iDoxSolutions may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. iDoxSolutions must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider iDoxSolutions 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

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

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**4.4 System/Software Testing and Acceptance**

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

**4.5 Security**

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

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

**5. SOFTWARE**

**5.1 COTS Software and Documentation**

All software associated with this contract will be purchased and owned by the State. iDoxSolutions primary role in this contract is for assistance to State resources in the support of the NHDOL EDMS, provide knowledge transfer consulting services to these same State resources and modify or enhance existing customized applications associated with the NHDOL EDMS.

**6. WARRANTY**

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

**7. SERVICES**

iDoxSolutions 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**

iDoxSolutions 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**

iDoxSolutions 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**

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

**7.4 Training Services**

iDoxSolutions 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**

iDoxSolutions 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**

iDoxSolutions 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*. iDoxSolutions shall update the Work Plan as necessary, but no less than every two weeks when Project deliverables are in progress, 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 iDoxSolutions from liability to the State for damages resulting from iDoxSolutions' 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, iDoxSolutions must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of iDoxSolutions 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 iDoxSolutions 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 iDoxSolutions' failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

**9. CHANGE ORDERS**

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

iDoxSolutions 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 iDoxSolutions' 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 iDoxSolutions to the State, and the State acceptance of iDoxSolutions' 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**

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 iDoxSolutions' 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.

**10.1 State's Data**

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

**10.2 iDoxSolutions' Materials**

Subject to the provisions of this Contract, iDoxSolutions 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, iDoxSolutions shall not distribute any products containing or disclose any State Confidential Information. iDoxSolutions 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 iDoxSolutions employees or third party consultants engaged by iDoxSolutions.



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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**

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

**10.5 Survival**

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

**11. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 Use of State's Information**

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

**11.2 State Confidential Information**

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

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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. iDoxSolutions shall immediately notify the State if any request, subpoena or other legal process is served upon iDoxSolutions regarding the State Confidential Information, and iDoxSolutions 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, iDoxSolutions 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 iDoxSolutions Confidential Information**

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

### **11.4 Survival**

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

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**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 iDoxSolutions 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 iDoxSolutions**

Subject to applicable laws and regulations, in no event shall iDoxSolutions be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and iDoxSolutions' 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 iDoxSolutions' 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 iDoxSolutions 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 iDoxSolutions 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 iDoxSolutions fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving iDoxSolutions 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 iDoxSolutions 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 iDoxSolutions during the period from the date of such notice until such time as the State determines that iDoxSolutions has cured the Event of Default shall never be paid to iDoxSolutions.
- c. Set off against any other obligations the State may owe to iDoxSolutions 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 iDoxSolutions 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** iDoxSolutions shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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

**13.2 Termination for Convenience**

**13.2.1** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to iDoxSolutions. In the event of a termination for convenience, the State shall pay iDoxSolutions 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, iDoxSolutions 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 iDoxSolutions 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 iDoxSolutions, the State shall be entitled to pursue the same remedies against iDoxSolutions as it could pursue in the event of a default of the Contract by iDoxSolutions.

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

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- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, iDoxSolutions shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of iDoxSolutions 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 iDoxSolutions 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 iDoxSolutions should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with iDoxSolutions, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with iDoxSolutions, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to iDoxSolutions, its successors or assigns.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**15.1** iDoxSolutions 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** iDoxSolutions 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 iDoxSolutions of any of its

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obligations under the Contract nor affect any remedies available to the State against iDoxSolutions that may arise from any event of default of the provisions of the contract. The State shall consider iDoxSolutions to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit iDoxSolutions from assigning the Contract to the successor of all or substantially all of the assets or business of iDoxSolutions provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that iDoxSolutions 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 iDoxSolutions, its successors or assigns for the full remaining term of the Contract; continue under the Contract with iDoxSolutions, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to iDoxSolutions, 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**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Mr. Michael D. Brant	Joseph Nadeau, State Project Manager (PM)	5 Business Days
<b>First</b>	Mr. Michael D. Brant	David C. Perry, State Project Management Team (PMT)	10 Business Days
<b>Second</b>	Mr. Michael D. Brant	Peter Hastings 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.

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**17. ESCROW OF CODE**

- a. iDoxSolutions will document and submit any configurations or code to the State in lieu of escrow.

**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.

iDoxSolutions 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 iDoxSolutions to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for iDoxSolutions’ 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 iDoxSolutions 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 iDoxSolutions 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”), iDoxSolutions 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 iDoxSolutions access or attempt to access any information without having the express authority to do so.
- c. That at no time shall iDoxSolutions 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 iDoxSolutions 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 iDoxSolutions. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if iDoxSolutions 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". iDoxSolutions 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**

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

**18.10 Force Majeure**

Neither iDoxSolutions 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,

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and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

**18.11 Insurance**

**18.11.1 iDoxSolutions 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.

**18.15 Work for Hire**

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by iDoxSolutions to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, iDoxSolutions agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. iDoxSolutions shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. iDoxSolutions agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to

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such works. iDoxSolutions represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

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EXHIBIT A  
CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

iDoxSolutions shall provide the State with NHDOL EDMS support and consulting services 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, iDoxSolutions 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 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**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Project Kickoff Meeting	Non-Software	Within 10 days of Effective Date
2	Work Plan	Written	Within 10 days of Effective Date
3	As Needed Break/Fix repairs, Knowledge Transfer Consulting Services and Scanner Servicing	Software/Non-Software	Through 06/30/2014
4	Deliverable 6 – MarkedTiff VTA Task conversion to vb.net framework - Implementation to Production	Software	05/13/2014
5	Deliverable 6 – MarkedTiff VTA Task conversion to vb.net framework – Warranty Period Ends	Software	06/13/2014
6	As Needed Break/Fix repairs, Knowledge Transfer Consulting Services and Scanner Servicing	Software/Non-Software	07/01/2014 Through 06/30/2015

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7	As Needed Break/Fix repairs, Knowledge Transfer Consulting Services and Scanner Servicing	Software/Non- Software	07/01/2015 Through 10/30/2016
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**3. TRAINING DELIVERABLES**

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

**4. SOFTWARE LICENSES**

No software is planned or scheduled for purchase through this contract. Any and all software requirements related to this contract shall be procured directly by the State and owned by the State.

Due to this contract being primarily support of existing customized applications no Software Licenses for are set forth in Contract Exhibit J:.

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract totaling \$156,630.40 for the period between the Effective Date through 10/30/2016. iDoxSolutions shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow iDoxSolutions to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

<b>Table 1: Activity, Deliverable, or Milestone Price and Payment Table</b>				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Project Kickoff Meeting	Non-Software	11/15/2013	\$ 0
2	Work Plan	Written	11/15/2013	\$ 0
3	As Needed Break/Fix repairs, Knowledge Transfer Consulting Services and Scanner Servicing	Software/ Non-Software	11/15/2013 Through 10/30/2014	\$ 62,500.00
4	Deliverable 6 - MarkedTiff VTA Task conversion to vb.net framework - Implementation to Production	Software	12/15/2013	\$ 25,920.00
5	Deliverable 6 - MarkedTiff VTA Task conversion to vb.net framework - Warranty Period Ends	Software	01/14/2014	\$ 2,880.00
6	As Needed Break/Fix repairs, Knowledge Transfer Consulting Services and Scanner Servicing	Software/ Non-Software	07/01/2014 Through 06/30/2015	\$ 32,125.00
7	As Needed Break/Fix repairs, Knowledge Transfer Consulting Services and Scanner Servicing	Software/ Non-Software	07/01/2015 Through 10/30/2016	\$ 33,205.40

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PRICE AND PAYMENT SCHEDULE**

<b>Table 2- iDoxSolutions Off-Site Rates Pricing Worksheet (Hourly Rates)</b>						
<b>Position Title</b>	<b>7/1/2013-6/30/14</b>	<b>7/1/2014-6/30/2015</b>	<b>7/1/2015-6/30/2016</b>	<b>7/1/2016-6/30/2017</b>	<b>7/1/2017-6/30/2018</b>	<b>7/1/2018-10/30/2019</b>
Help Desk Technician/ Developer/ Knowledge Transfer Consultant	\$ 150.00	\$ 153.75	\$ 157.59	\$ 161.53	\$ 165.57	\$ 169.71

<b>Table 3- iDoxSolutions On-Site Rates Pricing Worksheet (Hourly Rates)</b>						
<b>Position Title</b>	<b>7/1/2013-6/30/14</b>	<b>7/1/2014-6/30/2015</b>	<b>7/1/2015-6/30/2016</b>	<b>7/1/2016-6/30/2017</b>	<b>7/1/2017-6/30/2018</b>	<b>7/1/2018-10/30/2019</b>
Developer/ Knowledge Transfer Consultant	\$ 210.00	\$ 215.25	\$ 220.63	\$ 226.15	\$ 231.80	\$ 237.60

**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 \$156,630.40 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to iDoxSolutions for all fees and expenses, of whatever nature, incurred by iDoxSolutions in the performance hereof.

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

**3. INVOICING**

iDoxSolutions 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. iDoxSolutions 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 in electronic format shall be sent to:

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2014-030 Exhibit B-Price and Payment Schedule

Initial All Pages:

iDoxSolutions' Initials MB

Exhibit B

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PRICE AND PAYMENT SCHEDULE**

Joseph.Nadeau@doit.nh.gov

Invoices in hard copy shall be sent to:

Attn: Joseph Nadeau  
NH Department of Labor  
95 Pleasant Street  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Mr. Peter Sprecher  
iDoxSolutions, Inc  
7910 Woodmont Avenue  
Suite 230  
Bethesda, MD 20814

**5. OVERPAYMENTS TO iDoxSolutions**

iDoxSolutions 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 iDoxSolutions' invoices with appropriate information attached.

**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each project Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.



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EXHIBIT C  
SPECIAL PROVISIONS**

**1. Special Provisions**

**1.1 NOTICE-** Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

**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:**

Mr. Michael Brant  
iDoxSolutions, Inc  
7910 Woodmont Avenue  
Suite 230  
Bethesda, MD 20814  
Tel: (301) 656-2300

**TO STATE:**

Mr. Joseph Nadeau  
State of New Hampshire  
NH Department of Labor  
95 Pleasant Street  
Concord NH 03301  
Tel: (603) 271-6872

**1.2** Both parties agree to amend section Part 1 P-37 Para 14.1.1 of the Contract 2014-030 in order to show the amount of insurance is in agreement with SA's coverage currently in force for comprehensive general liability in the amount of \$1,000,000.00 for each occurrence and the excess/umbrella liability in the amount of \$5,000,000.00 for each occurrence.

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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.

iDoxSolutions 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 iDoxSolutions Key Project Staff and State Project leaders representing both Department of Labor 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 iDoxSolutions 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 iDoxSolutions Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly while project deliverables are in progress and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from iDoxSolutions shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated bi-weekly while project deliverables are in progress, 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.

The State expects iDoxSolutions 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 iDoxSolutions' responsibility.

The iDoxSolutions Project Manager or iDoxSolutions Key Project Staff shall submit bi-weekly status reports while project deliverables are in progress in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The iDoxSolutions' 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. iDoxSolutions 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, iDoxSolutions shall provide the State with information or reports regarding the Project. iDoxSolutions 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**

The State shall provide iDoxSolutions 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, iDoxSolutions 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**

iDoxSolutions 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*.

iDoxSolutions 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. iDoxSolutions 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. iDoxSolutions 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 iDoxSolutions'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**

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

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**5.WORK HOURS**

While working on State premises iDoxSolutions personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

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EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE

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

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

- A. iDoxSolutions shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. iDoxSolutions and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The iDoxSolutions 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. iDoxSolutions 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. iDoxSolutions 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. iDoxSolutions 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 break/fix support, preliminary knowledge transfer plan, the change management plan, communication approaches, Project standards and procedures finalized.

**1.2.1 Project Infrastructure**

The focus of the Project infrastructure work phase is a knowledge transfer exercise review of the existing development and production infrastructure for required configuration changes to provide long-term efficiency to the project and better State resource understanding of the

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EXHIBIT E-1  
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infrastructure. The infrastructure should be properly configured and aligned to allow for efficient and effective iDoxSolutions and State access to the required components. The infrastructure should allow for methodical process flow of application development and modification along with the transition of these developments to the development and production environments. Source code version control using Harvest should also be covered under this work phase. This knowledge transfer exercise should be finalized with a documentation package generated by State resources with assistance by iDoxSolutions.

**1.2.2 Implementation**

Implementation of deliverables will continue to be another knowledge transfer exercise. Detailed implementation plans shall be developed and executed by State resources with assistance and guidance provided by iDoxSolutions. Timing will be structured to avoid normal business hours whenever possible to minimize the impact on daily operations at the State.

**2. IMPLEMENTATION METHODOLOGY**

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

The standard approach for implementing projects will include a knowledge transfer to State resources component. iDoxSolutions will provide the web conferencing technology allowing State resources to participate and gain knowledge during the implementation. The State will provide key iDoxSolutions' staff with VPN access to required State infrastructure in the case when no State resources will be participating in the implementation. iDoxSolutions and the State shall develop a detailed implementation plan and every effort should be made for State resources to execute the implementation plan with assistance from iDoxSolutions as a knowledge transfer exercise.

*State resources will be responsible for archiving and/or version control of software development through the State version control technology Harvest.*

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EXHIBIT F  
TESTING SERVICES

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

**1. TESTING AND ACCEPTANCE**

iDoxSolutions will be responsible for working hand and hand with State resources to perform all aspects of testing. Testing shall include the development of a test plan, preparation of test scenarios with expected results, unit testing, system integration testing and performance testing along with documenting test results.

The State will be responsible for final acceptance testing and system integration testing. The State will complete this testing within five business days and report back to iDoxSolutions any discrepancies..

The final test will be performance testing using a documented test scenario. This test scenario shall be executed under the existing production system to obtain a baseline. The test scenario shall be executed again under the new production system and measured against the results of the baseline for acceptance.

**1.1 Unit Testing**

In Unit Testing, iDoxSolutions 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.

**1.2 User Acceptance Testing (UAT)**

UAT will be performed by the State without assistance form iDoxSolutions following written certification from iDoxSolutions that they have completed testing and that the elements to be tested by the State are error free. The State will complete its UAT within five (5) days of iDoxSolutions submitting the deliverable to the State. The State will either report any discrepancies found back to iDoxSolutions or issue a letter of UAT Acceptance.

**1.3 Performance Testing**

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

It will include the measurement of response rates of the application and in some instances 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 desired System performance is achieved.

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TESTING SERVICES

Final performance testing shall occur in the final production environment to provide the best results.

**1.7.2 Test Types**

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

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**1.7.3 Tuning**

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

**1.7.4 Implementing Performance Testing**

Performance test scenarios will be developed by the State and run against existing system to provide a baseline. The State and iDoxSolutions will concur on the Performance test scenario prior to any performance testing. Multiple baseline runs shall be performed to remove any anomalies and assure results are true. The baseline results will be documented as well as acceptable performance levels prior to actual performance testing.

**1.7.5 Scheduling Performance Testing**

Performance testing will be performed by the State in a controlled environment minimizing the variables between the baseline testing and the actual production performance testing. Performance testing will normally occur during non business hours.

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.

The State and iDoxSolutions in collaboration 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.



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

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 5% 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.

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

### **1.8 Regression Testing**

The deliverables involved are minor enough that regression testing will consist of rerunning through the entire test plan.

### **1.9 Security Review and Testing**

This contract involves the redevelopment of existing minor applications that convert native format documents in a workflow folder to Tiff format. These conversions are executed in an offloaded task with no user interface. The requirements for the deliverable are for the most part to rewrite the existing vb6 application using a vb.net toolset.

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<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
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

**1.9 Successful UAT Completion**

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

**1.10 System Acceptance**

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

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MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM SUPPORT**

**2.1 iDoxSolutions' Responsibility**

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

A primary function of this contract is for iDoxSolutions to assist State resources in supporting the NHDOL EDMS. This assistance is on an as needed basis and iDoxSolutions will only be compensated for those hours utilized.

iDoxSolutions shall be responsible for full support of applications/deliverables implemented under this contract at no additional cost to the State during the warranty period. Post warranty period support on these applications/deliverables shall be covered under the "as needed" break/fix assistance to State resources and compensated accordingly.

**Response times for warranty and post warranty support shall be as follows;**

**a. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

AND

**b. Class B & C Deficiencies** -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of their planned corrective action;

**3. SUPPORT OBLIGATIONS AND TERM**

3.1 iDoxSolutions shall maintain a record of the activities related to break/fix, warranty repair or maintenance activities performed for the State, and those records must be shared with the State at time of invoice or upon request.

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Contractor Responses to Exhibit D in the RFP

**Table C-2 General System Requirements -Vendor Response Checklist**

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
	<b>BUSINESS REQUIREMENTS</b>			
B-1	Vendor actively supporting a minimum of three Global 360 customer sites. Vendor must provide State with contact information on the three sites for verification purposes.	M	Y	Over 40 G360 implementations
B-2	Key Vendor Staff with a minimum of three (3) years experience in supporting and maintaining Global 360 systems.	M	Y	15 resources with G360 experience
B-3	Key Vendor Staff with a minimum of three (3) years experience in supporting and maintaining Global 360 systems utilizing Magnetic System Storage (MSS).	M	Y	
B-4	Key Vendor Staff with a minimum of three (3) years experience in supporting and maintaining Global 360 Viewstar Task Architecture (VTA) applications.	M	Y	
B-5	Key Vendor Staff with expertise in supporting and maintaining Global 360 systems utilizing Process360's Scan Manager.	M	Y	
B-6	Key Vendor Staff with expertise in supporting and maintaining Global 360 systems using CP file architecture.	M	Y	
B-7	Key Vendor Staff with expertise in supporting and maintaining Global 360 system using desktop workstations running Windows XP and Windows 7.	M	Y	
B-8	Key Vendor Staff with expertise in supporting and maintaining Global 360 Process360 9.5 systems running on Windows 2008 operating system.	M	Y	
B-9	Key Vendor Staff with expertise in Microsoft Visual Basic 6.	M	Y	
B-10	Key Vendor Staff with expertise in Microsoft SQL database administration	M	Y	
B-11	Key Vendor Staff with expertise in MicroSoft Office 2003, 2007 and 2010.	M	Y	

2014-030 Exhibit H-Priority Responses

Initial All Pages:

iDoxSolutions' Initials

*MB*

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B-12	Key Vendor Staff with expertise in supporting and maintaining VTA task Global 360 Process360 9.5 systems using MicroSoft Office 2010.	M	Y	
B-13	Key Vendor Staff with expertise in Global 360 Process 360 Process Builder.	M	Y	
B-14	Key Vendor Staff with expertise in supporting and maintaining Global 360 Process 360 VTA tasks developed with Microsoft Visual Basic 6 and vb.net.	M	Y	
B-15	Key Vendor Staff with expertise in developing applications using Microsoft vb.net.	M	Y	
<b>GENERAL REQUIREMENTS</b>				
G-1	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. This documentation shall be provided to the State's Project Manager in a Microsoft office format.		Y	
<b>Deliverable 6 - Marked Tiff VTA Task conversion to vb.net framework</b>				
D-6	This deliverable is for the re-development of an existing VTA Task application developed in Microsoft VB6 to the Microsoft VB.Net framework. This VTA Task is very similar to the DocToTiff VTA task, also included as a deliverable in this RFP, in that it converts designated native format documents, such as Microsoft Office 2003 Word Templates and Word documents along with text documents and PDF documents, within a work packet to tiff image files. This VTA Task is positioned in the NHDOL EDMS Global 360 process maps to convert "Marked" native format documents to tiff as the work packet travels from one queue to another. It is NHDOL's policy to convert designated native format documents to Tiff images once they are finalized to prevent further editing. This VTA Task searches for any of the designated native format documents within the work packet that have been "Marked" for tiff conversion by users and converts them to a tiff image. A property within the document is used to "Mark" a document for tiff conversion.			
D-6.1	The Vendor shall provide the State a work plan for completion of this deliverable no later than two weeks following the Contract kick-off meeting.	M	Y	

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D-6.2	The Vendor shall review the existing Microsoft VB6 version of the application and provide an overview to State staff of all the functions performed as a knowledge transfer exercise and an opportunity for the State and Vendor to discuss and determine the best approach and document requirements and exceptions for conversion to the Microsoft vb.net framework.	M	Y	State of NH will provide remote access and requested support
D-6.3	The new Microsoft vb.net version shall provide all the same functionality as the existing Microsoft VB6 version unless granted a written approval for an exception(s) from the State.	M	Y	
D-6.4	The Vendor shall deliver the State all source code and provide a joint State/Vendor code review, as a knowledge transfer activity, of the new Microsoft vb.net version prior to installing it into the NHDOL Development EDMS	M	Y	State of NH will provide remote access and requested support
D-6.5	The Vendor will install the new Microsoft vb.net framework version into the NHDOL Development EDMS as a VTA task and at the same time provide knowledge transfer to State staff on this process.	M	Y	State of NH will provide remote access and requested support
D-6.6	The Vendor will install the new Microsoft vb.net framework version into the NHDOL Production EDMS as a VTA task and at the same time provide knowledge transfer to State staff on this process.	M	Y	State of NH will provide remote access and requested support

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D-6.7	The new Microsoft vb.net framework version shall scan the work packet in search of designated type native format documents marked for tiff conversion. Upon identifying a document marked for tiff conversion the application will convert the document to a tiff image and replace the native format document with the new tiff image version. The application will also toggle or remove the tiff conversion mark resulting in the document no longer being marked for tiff conversion.	M	Y	
D-6.8	The new Microsoft vb.net framework version will use a 3 <sup>rd</sup> party software tool (provided by NH DOL) to convert native documents created or saved using the latest version of Microsoft Office to TIFF format documents. A partial list of document extensions is .doc, .dot, .docx and dotx.	M	Y	iDoxSolutions agrees to meet this requirement with the dependency the State on NH acquires the recommended third party software from Requirement D-6.19
D-6.9	The new Microsoft vb.net framework version will use a 3 <sup>rd</sup> party software tool (provided by NH DOL) to convert native documents with extensions of .pdf developed or saved using the latest versions of Adobe or similar product.	M	Y	iDoxSolutions agrees to meet this requirement with the dependency the State on NH acquires the recommended third party software from Requirement D-6.19
D-6.10	The new Microsoft vb.net framework version will use a 3 <sup>rd</sup> party software tool (provided by NH DOL) to convert Text documents to tiff image documents.	M	Y	iDoxSolutions agrees to meet this requirement with the dependency the State on NH acquires the recommended third party software from Requirement D-6.19

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D-6.11	The new Microsoft vb.net framework version will use a 3 <sup>rd</sup> party software tool (provided by NH DOL)to convert HTML documents to tiff image documents.	M	Y	iDoxSolutions agrees to meet this requirement with the dependency the State on NH acquires the recommended third party software from Requirement D-6.19
D-6.12	The new Microsoft vb.net framework version will use a 3 <sup>rd</sup> party software tool (provided by NH DOL)to convert native format documents to single-page-tiff type documents to maintain compatibility with other tiff images stored within the NHDOL EDMS.	M	Y	iDoxSolutions agrees to meet this requirement with the dependency the State on NH acquires the recommended third party software from Requirement D-6.19
D-6.13	The new Microsoft vb.net framework version shall maintain all work packet attribute values in the conversion to tiff process. Exceptions to this requirement shall be approved by the State. In the existing Microsoft VB6 version all “/” and “\” in the document name are replaced with dashes due to issues when saving temporary versions into a windows directory.	M	Y	
D-6.14	The new Microsoft vb.net framework version shall clean-up all files created in the process that are no longer needed.	M	Y	
D-6.15	The new Microsoft vb.net framework version shall close out all processes started by the application that are no longer needed (ie MsWord, Adobe, etc).	M	Y	
D-6.16	The new Microsoft vb.net framework version shall perform logging at different severity levels into the process agent logging files for System Administrators viewing. These logging levels and messages shall be discussed and identified in the State/Vendor discussion to determine the best approach and requirements for the Microsoft vb.net framework conversion.	M	Y	To be reviewed after kickoff



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D-6.17	The new Microsoft vb.net framework version shall process this tiff conversion function in reasonably equal or less time than the existing Microsoft VB6 version. Reasonably equal time will be considered within a 5% variance of the baseline test time.	M	Y	iDoxSolutions agrees to meet this requirement with the dependency that the State of NH can reasonably show no HW, SW or infrastructure changes have occurred between the baseline test using the existing code and the new vb.net version. The tests should be executed after hours (no other users or programs running)
D-6.18	The new Microsoft vb.net framework version shall access the SQL database using stored procedures and accounts with limited access to only what is required.	M	Y	
D-6.19	The existing Microsoft VB6 version uses Neevia DocCreator software for conversion of these native documents to tiff images. The Vendor shall review this software and determine whether it will continue to meet the requirements set in this deliverable and its longevity as a solution and provide their research results and recommendations to the State.	M	Y	iDoxsultions agrees to meet this requirement with the understanding the State is responsible for the acquisition of the iDoxsolutions recommended conversion software. iDoxsolutions warrants the State their recommended conversion software should not exceed \$2,000.00 and will be responsible for any cost exceeding this amount.
D-6.20	The Vendor will provide knowledge transfer to State staff on installing and integrating a Microsoft vb.net application into the NHDOL's Process360 development system as a VTA task.	M	Y	State of NH will provide remote access and requested support

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D-6.21	The Vendor will test the application using the State Acceptance Test Plan. The application must pass all items in the State Acceptance Test Plan and the results must be provided to the State for review.	M	Y	State of NH will provide remote access and requested support
D-6.22	The Vendor will assist the State in their preliminary testing to assure all basic functions work properly on the NHDOL Development EDMS.	M	Y	State of NH will provide remote access and requested support
D-6.23	The State will perform acceptance testing and report their results to the Vendor in a timely manner. The Vendor will correct issues reported by the State in their acceptance testing in a timely manner.	M	Y	State of NH will provide remote access and requested support

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WORK PLAN**

iDoxSolutions's Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with iDoxSolutions' plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of iDoxSolutions and State Project Manager.

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

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

## **1. ASSUMPTIONS**

### **A. General**

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- 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.

### **B. Logistics**

- The iDoxSolutions Team may perform work at a facility other than that furnished by the State, when practical, at their own expense.
- The iDoxSolutions Team shall honor all holidays observed by iDoxSolutions or the State, although with permission, may choose to work on holidays and weekends.
- It is expected that iDoxSolutions will provide all contract services remotely, but if applicable the State shall provide adequate facilities for the iDoxSolutions 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 iDoxSolutions Team.

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**C. Project Management**

- iDox will submit a project management methodology to the State for approval.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- iDoxSolutions assumes that an Alternate State 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.
- The State is responsible for providing the Internet access.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**E. Project Schedule**

- Deployment is planned to begin on 11/15/2013 with a planned go-live date of 12/15/2013.

**F. Reporting**

- iDoxSolutions shall provide a monthly status reports that will include, but are not limited to, minutes, action items, test results and Documentation.

**G. User Training and Change Management**

- The State and iDoxSolutions shall work hand and hand to develop and implement knowledge transfer consulting services to meet the needs of State resources designated to support and maintain the NHDOL EDMS.

**H. Performance Testing**

- The State shall work with iDoxSolutions on performance testing as set forth in Contract Exhibit F – *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. iDoxSolutions Team Roles and Responsibilities**

**1) iDoxSolutions Team Project Manager**

The iDoxSolutions Team Project Manager shall have overall responsibility for the day-to-day management of tasks performed by the iDoxSolutions team. The iDoxSolutions Project Manager

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shall work side-by-side with the State Project Manager. The iDoxSolutions 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 iDoxSolutions Team consultants to tasks and projects according to the scheduled staffing requirements;
- Define roles and responsibilities of all iDoxSolutions Team members;
- Provide monthly status 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 revised Statement of Work;
- 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.

**2) iDoxSolutions Team Tasks**

The iDoxSolutions team shall assume the following tasks:

- Assist State resources in the support of the NHDOL EDMS to maintain its operational status;
- Provide knowledge transfer consulting services to State resources as they relate to the NHDOL EDMS;
- Work in partnership with the State in documenting the procedures and processes covered through the knowledge transfer consulting sessions;
- Development and implementation of deliverables according to requirements identified in this contract.

**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 contract.

**1) State Project Manager**

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The State Project Manager shall work side-by-side with the iDoxSolutions 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 Project matters, provides all necessary support in the conduct of the 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 iDoxSolutions team;
- Assist the iDoxSolutions 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;
- Manage the day-to-day activities of the State's 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 iDoxSolutions Project Manager of any urgent issues if and when they arise; and
- Assist the iDoxSolutions team staff to obtain requested information if and when required to perform certain Project tasks.

**2) State NHDOL EDMS Support Resources**

The State's NHDOL EDMS Support Resources reports to the State's Project Manager and is responsible for completing tasks assigned to maintain the NHDOL EDMS in operational status. Responsibilities include:

- Continue as the primary help desk support team on the NHDOL EDMS;
- Attend technical training as necessary to support the Project;
- Assist the State and iDoxSolutions Team Project Managers to establish the detailed Work Plan;
- Attend knowledge transfer consulting sessions provided by iDoxSolutions;
- Work in partnership with the iDoxSolutions in documenting the procedures and processes learned through the knowledge transfer consulting sessions provided by iDoxSolutions;
- Complete tasks and exercises assigned as part of the knowledge transfer consulting sessions provided by iDoxSolutions.

**3) State Network Administrator (DoIT)**

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;
- Maintain connections among the database and application servers; and
- Maintain connections among the desktop devices and the Application and database servers.

**3. SOFTWARE MODIFICATION**

This contract is for support assistance on the customized components of the NHDOL EDMS. The customized components are application developed in Microsoft VB6 and vb.net. The software associated with the NHDOL is licensed directly to the State and is supported and maintain under other contracts.

**4. PRELIMINARY WORK PLAN**

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 7.1: High Level Preliminary NH Project Plan**

Task Name	Duration	Start	Finish
Deliverable 6 – MarkedTiff	152 Hours	04/01/14	05/13/14
Create Work Plan	2 days	04/01/14	04/02/14
Data and knowledge transfer	4 days	04/03/14	04/08/14
Evaluation of DocCreator	2 days	04/09/14	04/10/14
Create .net skeleton	.5 days	04/11/14	04/11/14
Update skeleton with VTA Properties	.5 days	04/11/14	04/11/14
Copy Func. Code to new module	6 days	04/14/14	04/21/14
Update VB6 deprecated methods & controls to .net	1 day	04/22/14	04/22/14
Compile & Test in Development	1 day	04/23/14	04/23/14
Repair, recompile and test	1 day	04/24/14	04/24/14
Compile & test – Production	1 day	04/25/14	04/25/14
Documentation	1 day	04/28/14	04/28/14
Testing and knowledge transfer	4 days	04/29/14	05/02/14
Implementation	7 Days	05/05/14	05/13/14

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WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**1.1 Services**

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

**1.2 Software**

iDoxSolutions 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 iDoxSolutions's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if iDoxSolutions cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to iDoxSolutions 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 iDoxSolutions cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to iDoxSolutions for the Deficient services.

**1.3 Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

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

**1.6 Services**

iDoxSolutions warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards



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and that Services will comply with performance standards, Specifications, and terms of the Contract.

**1.7 Personnel**

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

**1.8 Breach of Data**

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

**2. WARRANTY SERVICES**

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

Warranty Services shall include, without limitation, the following:

- a. Repair or replace the System Software or any portion thereof developed by iDoxSolutions so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- b. iDoxSolutions shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- c. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- d. For all Warranty Service calls on software created by iDoxSolutions, iDoxSolutions 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.
- e. iDoxSolutions must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- f. All Deficiencies found that result from software that iDoxSolutions has created during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by iDoxSolutions no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
NH DEPARTMENT OF LABOR EDMS SUPPORT  
CONTRACT 2014-030- PART 3  
EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

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

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare iDoxSolutions in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

**3. WARRANTY PERIOD**

The Warranty Period shall commence upon the successful entry into production of the deliverable and extend for thirty (30) calendar days.

For subsequent modules or functions, the Warranty period will extend for thirty (30) calendar days after each of the remaining major functions or modules, are integrated successfully with the entire system and are entered into production,.

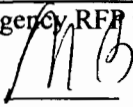
If within the last thirty (30) calendar days of the Warranty Period, the Software created by iDoxSolutions fails to operate in accordance with its Specifications, the Warranty Period will cease, iDoxSolutions shall correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
NH DEPARTMENT OF LABOR EDMS SUPPORT CONTRACT 2014-030- PART 3  
EXHIBIT L  
TRAINING SERVICES**

There will be no formal training, however this contract includes knowledge transfer/consulting services which will be used to train State resources to support and maintain the customized components of the NHDOL EDMS.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
NH DEPARTMENT OF LABOR EDMS SUPPORT  
CONTRACT 2014-030- PART 3  
EXHIBIT M  
NH DEPARTMENT OF LABOR RFP 2014-030 (WITH ADDENDA)  
INCORPORATED**

NH Department of Information Technology RFP 2014-030, with addendum 1, are included by reference as binding Deliverables to this Contract.



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
NH DEPARTMENT OF LABOR EDMS SUPPORT CONTRACT 2014-030- PART 3  
EXHIBIT N  
VENDOR PROPOSAL BY REFERENCE**

iDoxSolutions Proposal to the Department of Information Technology received on July 8<sup>th</sup>, 2013 is incorporated herein by reference.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
NH DEPARTMENT OF LABOR EDMS SUPPORT CONTRACT 2014-030- PART 3  
EXHIBIT O  
CERTIFICATES AND ATTACHMENTS**

Attached are:

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

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2013-030 Exhibit O Certificates and Attachments

Initial All Pages:

Contractor's Initials

*MH*

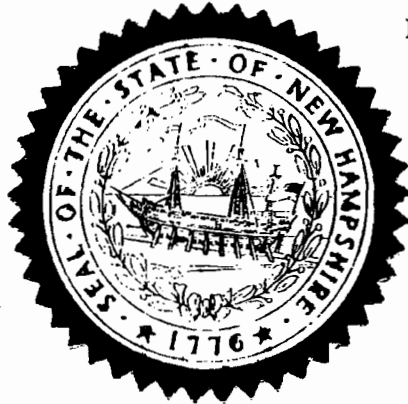
Exhibit O

Page 35 of 35

# 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 iDoxSolutions, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 12, 2013. I further certify that all fees 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 18<sup>th</sup> day of November, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS IN LIEU OF A MEETING  
OF  
iDoxSolutions, Inc.

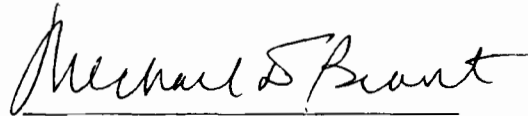
The undersigned hereby adopt the following Resolutions in lieu of holding the Meeting of the Board of Directors of iDoxSolutions, Inc., a Delaware corporation (the "Corporation"), and evidences their waiver of any right to dissent there from.

WHEREAS, Michael D. Brant is President of the Corporation; and

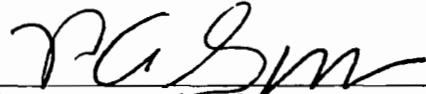
WHEREAS, the State of New Hampshire has awarded Contract 2014-030 to iDoxSolutions, Inc.: it is

RESOLVED, that Michael D. Brant, President of the Corporation, has the authority of to sign Contract 2014-030 with the State of New Hampshire on behalf of iDoxSolutions, Inc.

WITNESSETH, the foregoing action having been taken the 14th day of February 2014.



Michael D. Brant, President



Peter A. Sprecher, Secretary

CERTIFICATION OF BOARD RESOLUTION

The undersigned, duly elected and acting Secretary of iDoxSolutions, Inc., certifies that the above copy of a resolution adopted by the directors at a duly held meeting at which a quorum was present, held on \_\_\_\_\_, or a written consent to action without a meeting duly made by the unanimous consent of the Board of Directors, dated 2/14/14 is a true and accurate copy and that the resolution has not been rescinded or modified as of the date of this certification.



Peter A. Sprecher, Secretary

2/14/14  
Date





# CERTIFICATE OF LIABILITY INSURANCE

IDOX-1

OP ID: HL

DATE (MM/DD/YYYY)

02/24/2014

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).

<b>PRODUCER</b> Alliance Insurance Services, Inc. 1660 L Street, NW Suite 210 Washington, DC 20036 Don Butcher	<b>CONTACT NAME:</b> Horace M. Lewis, Jr., ARM <b>PHONE (A/C, No, Ext):</b> 202-558-6023 <b>FAX (A/C, No):</b> 202-638-1247 <b>E-MAIL ADDRESS:</b> HLewis@Allianceindc.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property & Casualty <b>INSURER B:</b> Travelers Indemnity Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> IDOX Solutions, Inc. 7910 Woodmont Avenue Suite 230 Bethesda, MD 20814	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		ZLP-12N4111A-13-I5	11/20/2013	11/20/2014	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-494M1866-13-TEC	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-12N41121-13-I5	11/20/2013	11/20/2014	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HKUB-495M032-8-13	11/20/2013	11/20/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 State of New Hampshire NH Department of Labor is named as an Additional Insured under General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 NH Department of Labor  
 c/o Joseph Nadeau  
 95 Pleasant Street  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

*Donald J. Butcher*

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