



State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

103  
JBM

VICKI V. QUIRAM  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

October 12, 2016

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

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Administrative Services to enter into a **sole source** contract with Infor (US), Inc. (formerly Lawson Software) of St. Paul, Minnesota, Vendor Number 227989, for a total cost not to exceed \$343,370 for the provision of software upgrade services for NHFIRST Enterprise Resource Planning (ERP). Effective upon Governor and Council approval to December 31, 2017. **100% Capital Funds (general funds).**

Funds are available in the following account:

01-14-14-142030-09420000 Dept. of Admin Services-Financial Data Mgt., ERP PHII HR  
034 - 500099 Technology-Software – Software / Upgrade  
\$343,370.00

**EXPLANATION**

The purpose of the upgrade is to stay current with the latest Infor software and to leverage new functionality. This is a **sole source** contract because only Infor (US), Inc., as the software publisher, can provide the necessary expertise to upgrade the State's existing ERP software implementation to the current version. This is a fixed price contract with the software publisher, locking in the cost of the upgrade.

In 2005, the State established a capital appropriation to acquire and implement an Enterprise Resource Planning system (ERP) to replace multiple systems that supported the administrative functions of budgeting, general ledger accounting, procurement, accounts payable, accounts receivable, grants accounting, treasury, personnel administration, human resources and recruiting, employee benefits, employee time and leave reporting, and payroll.

After a competitive bidding process, the State selected and was approved to acquire the Lawson ERP system and to engage a third party implementation service. The State launched the NH FIRST project in 2006.

In 2009, Phase 1 of the NH FIRST project was completed which replaced the State's budgeting, general ledger accounting, procurement, accounts payable, and treasury systems and introduced for the first time systemic support for the functions of accounts receivable, and automated grants accounting/cost recovery processing.

In July, 2011, the State established a capital appropriation in support of the NH FIRST Phase 2 project to complete the implementation of the Lawson Enterprise Resource Planning system (ERP). Phase 2 included personnel administration, human resources and recruiting functions, employee benefits, employee time and leave reporting, and payroll.

After a competitive bidding process, the State selected and was approved to engage directly with Lawson Professional Services (which has since been acquired by Infor (US), Inc.) to acquire implementation services for Phase 2. This item was approved by the Executive Council (Item #11C) on August 10, 2011. Subsequent to said approval, the State and Infor (US), Inc. developed an aggressive plan to implement all of the Phase 2 functions within 18 months. The NH FIRST Phase 2 project was launched in September, 2011 and implemented in February 2013.

Approval of this request enables the State to upgrade to Infor's latest available software, ensuring continued support from Infor and positioning the State to leverage new features and functionality. Based on the foregoing, I am respectfully recommending approval of this contract with Infor (US), Inc.

Respectfully submitted,



Vicki V. Quiram  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

October 12, 2016

Vicki V. Quiram, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Quiram,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Infor (US), Inc. (formerly Lawson Software) of St. Paul, Minnesota, as described below and referenced as DoIT No. 2016-064.

The purpose of this sole source contract is to upgrade all currently licensed application components of Infor software to Infor 10 and to leverage new functionality. This is a sole source contract because only Infor, as the software publisher, can provide the expertise necessary to successfully implement the upgrade of their ERP software. The project scope includes establishing a new production environment comprised of new hardware and operating software components as well as the latest Infor applications to replicate the functionality of the existing Infor solution.

The amount of the contract is \$343,370.00 and shall be effective upon Governor and Council approval through June 30, 2017.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik  
Contract #2016-064

cc: Charles Russell

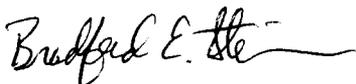
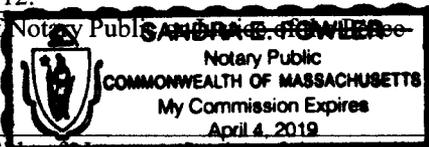
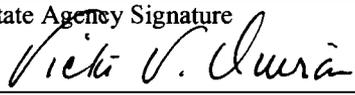
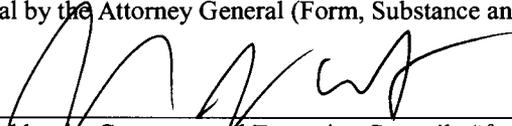
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03101	
1.3 Contractor Name INFOR (US) INC.		1.4 Contractor Address 641 Avenue of the Americas New York, NY 10011	
1.5 Contractor Phone Number 678.319.8000	1.6 Account Number 030-014-0941-034	1.7 Completion Date 12/31/2017	1.8 Price Limitation \$343,370.00
1.9 Contracting Officer for State Agency Commissioner, Vicki Quiram		1.10 State Agency Telephone Number (603) 271-3201	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bradford E. Steiner, Secretary	
1.13 Acknowledgement: State of <del>NH</del> , County of <del>Middlesex</del> <u>Commonwealth of Massachusetts</u> <u>County of Middlesex</u> On <u>October 14</u> , 2016, 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 <u>Sandra E. Fowler</u>  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sandra E. Fowler, Notary Public</u>			
1.14 State Agency Signature  Date: <u>10/14/16</u>		1.15 Name and Title of State Agency Signatory <u>Vicki V. Quiram, Commissioner,</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/14/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
INFOR 10 UPGRADE  
CONTRACT 2016-064 DAS INFOR UPGRADE SERVICES  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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CONTRACT 2016-064 DAS INFOR UPGRADE SERVICES  
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**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 the Vendor 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>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<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 Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	The documentation consisting of both the P-37 Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<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, Section 1.1)

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
INFOR 10 UPGRADE  
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Infor/Lawson for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
<b>Infor/Lawson</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>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 Software
<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 the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor 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 the Vendor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
<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 – Software</b> - 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 – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written</i></p>

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	<p><i>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 the Vendor 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>Digital Signature</b>	Guarantees the unaltered state of a file
<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 transformation 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>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.

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<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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<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
<b>Key Project Staff</b>	Personnel identified by the State and by Infor/Lawson as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<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 Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor 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>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 contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work

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	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 the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor 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>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 the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	The COTS Software provided under this Contract and any 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 the Vendor 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

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	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 <b>Department of Administrative Services</b> <b>25 Capitol Street</b> <b>Concord, NH 03101</b> 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 objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<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’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>Sub Infor/Lawson</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<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>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.

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<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 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 Infor/Lawson is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<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 the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the Department of Administrative Services (“State”), and Infor (US), Inc. (“Infor”), a New York, NY Corporation, having its principal place of business at 641 Avenue of the Americas, New York, NY 10011.

The general scope of the project is to upgrade all currently licensed application components to Infor 10. The primary purpose of the upgrade is to stay current with the latest Infor version and to leverage new functionality.

**RECITALS**

The State desires to have Infor provide a means to upgrade from 9.0.1 to Infor 10. Infor wishes to provide the State with an ability to upgrade from 9.0.1 to Infor 10.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (**2016-064**) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A- Statement of Work
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Maintenance and Support Services
  - Exhibit H- Requirements
  - Exhibit I- Work Plan
  - Exhibit J- Software License and Related Terms
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training Services
  - Exhibit M- Agency RFP with Addendums, by reference
  - Exhibit N- The Vendor Proposal, by reference
  - Exhibit O- Certificates and Attachments

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**1.2 ORDER OF PRECEDENCE** (Not applicable to this contract)

**CONTRACT TERM**

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

The Contract shall begin on the Effective Date and extend through June 30, 2017. The Term may be extended up to two (2) years, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement for each extended term.

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

The State does not require Infor to commence work prior to the Effective Date; however, if Infor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Infor. In the event that the Contract does not become effective, the State shall be under no obligation to pay Infor 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 Infor’s obligation under the contract.**

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

The Contract Price is identified in Part 1, P37, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

**3.2 NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Infor shall not be responsible for any delay, act, or omission of such other vendors, except that Infor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of Infor.

**4. CONTRACT MANAGEMENT**

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

**4.1 INFOR’S CONTRACT MANAGER**

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

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Rebecca Langren  
Public Sector Sr. Client Partner  
Tel: 770 329 6939  
Email: [rebecca.langren@infor.com](mailto:rebecca.langren@infor.com)

**4.2 THE VENDOR’S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

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

**4.2.2** Infor’s Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Infor’s representative for all administrative and management matters. Infor’s Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. Infor’s Project Manager must be available to promptly respond during Normal Business Hours within eight (8) business hours to inquiries from the State, and be at the site as needed. Infor’s Project Manager must work diligently and use his/ her best efforts on the Project.

**4.2.3** Any replacement Project Manager shall have comparable or greater skills than Infor’s Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. Infor shall assign a replacement Infor Project Manager within fifteen (15) business days of the departure of the prior Infor Project Manager, and Infor shall continue during the fifteen (15) business day period to provide competent Project management Services through the assignment of a qualified interim Infor Project Manager. Both parties will use commercially reasonable efforts to replace personnel removed from the project. Both Infor and Licensee will provide written notification of any key project resource changes.

**4.2.4** If either party fails to assign a Project Manager meeting the requirements and terms of the Contract, promptly after the written request of either party, each of the parties will appoint a designated representative to meet in person or by telephone to attempt to resolve in good faith any concerns regarding the Project Manager(s). If the parties

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are unable to provide Project Manger(s) that meet the requirements of the Contract, either party shall have the option, at its discretion, to terminate the Contract and pursue its remedies at law and in equity.

**4.2.5** Infor's Project Manager is:  
Michele Semich  
Senior Project Manager  
Tel: 781-608-6350  
Email: Michele.Semich@infor.com

**4.3 INFOR KEY PROJECT STAFF**

**4.3.1** Infor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the Statement of Work, Part III, Exhibit A. The State may conduct reference and request background checks on Infor Key Project Staff. The State reserves the right to request removal or reassignment of Infor's Key Project Staff who are found unacceptable to the State, provided such removal is not discriminatory. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

**4.3.2** Any replacement Infor Key Project Staff shall have comparable or greater skills than Infor Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in the Statement of Work, Part 3, Exhibit A and be subject to reference and background checks described in the Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*. Infor shall assign a replacement Technical Lead within fifteen (15) business days of the departure of the prior Technical Lead, and Infor shall continue during the fifteen (15) business day period to provide competent Technical Lead Services through the assignment of a qualified interim Technical Lead. Both parties will use commercially reasonable efforts to replace personnel removed from the project. Both Infor and Licensee will provide written notification of any key project resource changes.

**4.3.3** If Infor fails to assign Key Project Staff meeting the requirements and terms of the Contract, promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any concerns regarding Key Project Staff .

**4.3.4** Infor's Key Project Staff:

To be identified at the initialtion of the project

**4.4 STATE CONTRACT MANAGER**

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

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Charles S. Russell  
Director, Financial Data Management  
Department of Administrative Services  
25 Capitol Street, Rm 430  
Concord, NH 03301  
Tel: (603) 271-1500  
Fax: (603) 271-3621  
Email: Charles.Russell@nh.gov

**4.5 STATE PROJECT MANAGER**

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all vendors working on the project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals;
- g. Managing stakeholders' concerns.

The State Project Manager is:

Alexander M. Stone  
Financial Data Administrator II  
Department of Administrative Services  
25 Capitol Street  
Concord NH, 03301  
Tel: 603-271-2844  
Fax: 603-271-3621  
Email: Alexander.Stone@nh.gov

**4.6 REFERENCE AND BACKGROUND CHECKS**

Infor will conduct reference and background screening of the Contracted Vendor Project Manager and Infor Key Project Staff. The reference and background checks must be done by an independent third party. Infor will not place any on-site resources on this Project that fails Infor's reference and background check requirements.

**5. DELIVERABLES**

**5.1 INFOR RESPONSIBILITIES**

Infor 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.

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

**5.2 DELIVERABLES AND SERVICES**

Infor 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 the *Statement of Work*, Part 3, Exhibit A. Upon its submission of a Deliverable or Service, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

**5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE**

After receiving written Certification from Infor 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 the Contract Part 3, Exhibit A: *Statement of Work*. The State will notify Infor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Infor's written Certification. If the State rejects the Deliverable, the State shall notify Infor of the nature and class of the Deficiency and Infor shall correct the Deficiency within the period identified in the Work Plan. If no period for Infor's correction of the Deliverable is identified, Infor shall correct the Deficiency in the Deliverable within ten (10) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Infor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Infor fails to correct the Deficiency within the allotted period of time, the State Contract Manager and Infor Contract Manager will meet to review issues and plan. If the State Contract Manager and Infor Contract Manager cannot agree on a plan to resolve the issues, the State may, at its option, continue reviewing the Deliverable and require Infor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Infor in default, and pursue its remedies at law and in equity.

**5.4 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE**

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

**6. SOFTWARE**

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

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**7. SERVICES**

Infor 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**

Infor 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**

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

**7.3 TESTING SERVICES**

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

**7.4 TRAINING SERVICES**

Infor 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**

Infor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: Maintenance and Support Services.

**7.6 WARRANTY SERVICES**

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

**8. WORK PLAN DELIVERABLE**

Infor 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*. Infor shall update the Work Plan as necessary, but no less than every two (2) weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

In the event of any delay in the Schedule, Infor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Infor 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 Infor 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 Infor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

## **9. CHANGE ORDERS**

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

Infor 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 Infor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

## **10. INTELLECTUAL PROPERTY**

### **10.1 SOFTWARE TITLE**

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

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**10.2 STATE’S DATA AND PROPERTY**

All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon termination of this Agreement for any reason.

**10.3 INFOR’S MATERIALS**

In accordance with the provision of this Contract, Infor shall not distribute any products containing or disclose any State Confidential Information. Infor 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 Infor employees or third party consultants engaged by Infor.

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

**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

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

**10.5 CUSTOM SOFTWARE SOURCE CODE**

Should any custom source code be developed, Infor shall provide the State with a copy of the code, 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.

**10.6 SURVIVAL**

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

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

**11.1 USE OF STATE’S INFORMATION**

In performing its obligations under the Contract, Infor 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

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Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Infor 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 Infor's performance under the Contract.

**11.2 STATE CONFIDENTIAL INFORMATION**

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

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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Infor shall immediately notify the State if any request, subpoena or other legal process is served upon Infor regarding the State Confidential Information, and Infor 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, Infor 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 INFOR CONFIDENTIAL INFORMATION**

Insofar as Infor seeks to maintain the confidentiality of its confidential or proprietary information, Infor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Infor considers the Software and Documentation to be Confidential Information. Infor 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 Infor as confidential, the State shall notify Infor and specify the date the State will be releasing the requested information. At the request of the State, Infor shall cooperate and assist the State with the collection and review of Infor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Infor's sole

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responsibility and at Infor's sole expense. If Infor 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 Infor, without any liability to Infor.

**11.4 SURVIVAL**

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

**12. LIMITATION OF LIABILITY**

**12.1 STATE**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Infor shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

**12.2 INFOR**

Subject to applicable laws and regulations, in no event shall Infor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Infor's liability to the State shall not exceed the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Infor's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: Indemnification and confidentiality obligations in Contract Agreement-General Provisions 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 Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 TERMINATION FOR DEFAULT**

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

- a. Failure to comply with the Services warranty;
- b. Failure to perform any other material 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:

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- a. Unless otherwise provided in the Contract, the State shall provide Infor written notice of default and require it to be remedied, within thirty (30) days from the date of notice, unless otherwise agreed by the parties (“Cure Period”). If Infor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Infor 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 Infor a written notice specifying the Event of Default.
- c. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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

**13.2 TERMINATION FOR CONVENIENCE**

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

**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 Infor to deliver to the State any State property.

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- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Infor 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 Infor 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;
  - e. Provide written Certification to the State that Infor has surrendered to the State all said property; and
  - f. To the extent reasonably requested by the State, attend one in person meeting up to six (6) hours in duration to discuss transition of the scope of work to the State and/or a successor contractor. Infor shall be required to physically deliver all project documents belonging to the State at that time. Infor's travel for and attendance at this meeting shall be at no additional cost to the State.

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

Infor 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.

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

Notwithstanding the foregoing, nothing herein shall prohibit Infor from assigning the Contract to the successor of all or substantially all of the assets or business of Infor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Infor should change ownership, as permitted under Section 14: Change of Ownership, the State shall have the option to continue under the Contract with Infor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Infor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Infor, 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>Infor/Lawson</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Keri Bourgoin Subscription Services Manager	Alexander M. Stone State Project Manager (PM)	5 Business Days
<b>First</b>	Jeff Koontz Manager, Subscription Services	Charles (Sid) Russell Director	10 Business Days
<b>Second</b>	Jeff Koontz	Vicki Quiram	15 Business Days

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

**17. REQUIRED WORK PROCEDURES**

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

**17.1 COMPUTER USE**

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Infor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Infor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relate to system entry/access. Any policies, procedures, and agreements referenced in this Section 17.1(c) must be provided to Infor personnel in advance in order for such personnel to be bound by these policies, procedures and agreements.
- 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 Infor 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 Infor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Infor 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.

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**17.2 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.” Infor understands and agrees that use of email shall follow State standard policy (available upon request).

**17.3 INTERNET/INTRANET USE**

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

**17.4 REGULATORY GOVERNMENT APPROVALS**

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

**18. GENERAL PROVISIONS**

**18.1 INSURANCE CERTIFICATE**

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

**18.2 EXHIBITS**

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

**18.3 VENUE AND JURISDICTION**

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

**18.4 SURVIVAL**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 4: Records Retention and Access Requirements, Exhibit D Section 5: Accounting Requirements, and General Provisions-Section 9: Data/Access/Confidentiality/Preservation and General Provisions-Section 10: Termination which shall all survive the termination of the Contract.

**18.5 FORCE MAJEURE**

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

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

**18.6 NOTICES**

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

**TO INFOR:**

Gregory Giangiordano  
General Counsel  
13560 Morris Road  
Suite 4100  
Alpharetta, GA 30004  
Tel: 864-313-3299

**TO STATE:**

Charles S. Russell  
Director of Financial Data Management  
Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301  
Tel: (603) 271-1500

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PART 3 - EXHIBIT A  
STATEMENT OF WORK**

**1. PROJECT OVERVIEW**

The general scope of the project is to upgrade all currently licensed application components to Infor 10. The primary purpose of the upgrade is to stay current with the latest Infor version and to leverage new functionality. The Project scope includes establishing a new production environment that is comprised of new hardware and operating software components as well as the latest Infor applications to replicate the functionality of the existing in production Infor solution. As part of the project SONH will acquire and setup the new production environment including hardware and software components that are compatible with Infor 10X applications. The implementation of the new Infor 10X applications shall be completed by Infor Consulting Services.

**2. STATEMENT OF WORK**

The general scope of the project is to upgrade from 9.0.1 to Infor 10. The primary purpose of the upgrade is to stay current with the latest Infor version and to leverage new functionality.

The Statement of Work provided by Infor is included in Exhibit N.

**3. GENERAL PROJECT ASSUMPTIONS**

Prior to the commencement of work on Non-Software and Written Deliverables, Infor shall provide to the State a template and a table of contents to review prior approval by the State.

Infor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, services and to safeguard the confidentiality and integrity of State networks, Systems and Data.

The Deliverables are set forth in the Schedule described below in Section 4. By unconditionally accepting a Deliverable, the State reserves the right to report defects 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.

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STATEMENT OF WORK**

**4. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

<b>Milestone</b>	<b>Associated Deliverable</b>	<b>Estimated Target Completion Date</b>
1.a.1	Signed Contract	At contract signing
1.a.2	Project Plan	2 weeks after project start
1.a.3	Install upgrade versions and production versions in NEW landscape.	4 weeks after project start
1.a.4	LSF10 Differences Training	4 weeks after project start
1.a.5	Extract & migrate environment data from current PROD environment to New Landscape	4 weeks after completion of milestone #1.a.3
1.a.6	Testing and validation of migrated data	4 weeks after completion of milestone #1.a.5
1.a.7	Completion of Go-Live	4 weeks after completion #1.a.6
1.a.8	Completion of Post Go-Live Support	4 weeks after completion #1.a.7
Stage 1.a	Sub Total ICS Upgrade X Services	
1.b.1	Signed Contract	At contract signing
1.b.2	Install complete of first Time Management Environment	4 weeks after project start
1.b.3	Install and completion of Integrated Test of Time Management	4 weeks after 1.a.3
1.b.4	Completion of Time Management Go-Live	4 weeks after completion 1.a.6
1.b.5	Completion of Post Go-Live Support	4 weeks after completion of 1.a.7

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FINANCIAL DATA MANAGEMENT  
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PART 3 - EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

This is a Firm Fixed Price (FFP) Contract totaling \$ 343,370.00 for the period between the Effective Date through 12/31/2017. Infor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Infor to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment table.

**Table 1: Price and Payment Worksheet**

<b>Milestone</b>	<b>Associated Deliverable</b>	<b>Estimated Target Completion Date</b>	<b>Amount</b>	<b>Percentage</b>
1.a.1	Signed Contract	At contract signing	\$14,832.50	5 %
1.a.2	Project Plan	2 weeks after project start	\$14,832.50	5 %
1.a.3	Install upgrade versions and production versions in NEW landscape.	4 weeks after project start	\$59,330.00	20%
1.a.4	LSF10 Differences Training	4 weeks after project start	\$29,665.00	10 %
1.a.5	Extract & migrate environment data from current PROD environment to New Landscape	4 weeks after completion of milestone #1.a.3	\$59,330.00	20%
1.a.6	Testing and validation of migrated data	4 weeks after completion of milestone #1.a.5	\$59,330.00	20%
1.a.7	Completion of Go-Live	4 weeks after completion #1.a.6	\$44,497.50	15%
1.a.8	Completion of Post Go-Live Support	4 weeks after completion #1.a.7	\$14,497.50	5%
Stage 1.a	Sub Total ICS Upgrade X Services		<b>\$296,650.00</b>	<b>100%</b>
1.b.1	Signed Contract	At contract signing	\$ 2,667.00	6 %
1.b.2	Install complete of first Time Management Environment	4 weeks after project start	\$13,333.00	29%
1.b.3	Install and completion of Integrated Test of Time Management	4 weeks after 1.a.3	\$13,333.00	29%
1.b.4	Completion of Time Management Go-Live	4 weeks after completion 1.a.6	\$13,333.00	29%
1.b.5	Completion of Post Go-Live Support	4 weeks after completion of 1.a.7	\$ 4,054.00	9%
Stage 1.b	<b>Sub Total PMA Upgrade X Services</b>		<b>\$46,720.00</b>	<b>100%</b>
TOTAL	<b>Fixed Fee and Estimated Expenses</b>		<b>\$343,370.00</b>	

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PART 3 - EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the price limitation in block 1.8 of the P-37 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Infor for all fees and expenses, of whatever nature, incurred by Infor 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**

Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. Infor 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. Infor shall only submit invoices for Services or Deliverables as permitted by the Contract.

The State will pay the correct and undisputed invoice within thirty (30) days from date of the invoice, and in any event, payment must be made annually in advance of the start of each annual term. Invoices will not be backdated and shall be promptly dispatched prior to the start of each annual term.

Invoices shall be sent to:

State of New Hampshire  
Department of Administrative Services  
Charles S. Russell  
Director, Financial Data Management  
25 Capitol Street, Rm 430  
Concord, NH 03301  
Tel: (603) 271-1500  
Fax: (603) 271-3621

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Infor (US), INC  
NN 7418  
PO Box 1450  
Minneapolis, MN. 55485-7418

**5. OVERPAYMENTS TO INFOR**

Infor shall promptly, but no later than thirty (30) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

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PART 3 - EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

This contract does not have a project holdback.

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PART 3 - EXHIBIT C  
SPECIAL PROVISIONS**

**1. Section 8.2 is hereby deleted and replaced with the following:**

8.2 Upon the occurrence of any Event of Default, that the State intends to rely on in terminating the Contract, the State must:

**2. Section 8.2.2 is deleted entirely.**

**3. Section 8.2.3 is deleted entirely.**

**4. Section 8.2.4 is hereby deleted and replaced with the following:**

8.2.4 treat the Agreement as breached and recover its direct damages.

**5. Section 9.1 is hereby deleted and replaced with the following:**

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 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.

**6. Section 9.2 is hereby deleted and replaced with the following:**

9.2 All data and any property which has been received from the State, 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.

**7. Section 13 is hereby deleted and replaced with the following:**

**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 third party, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the gross negligence or intentional misconduct 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. Contractors obligation under this section will not exceed \$475,000. This covenant in paragraph 13 shall survive the termination of this Agreement.

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PART 3 - EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

Infor must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**SHIPPING AND DELIVERY FEE EXEMPTION**

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

**2. ACCESS/COOPERATION**

As applicable, and subject to the applicable laws and regulations, the State will provide Infor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

**3. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

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

**4. RECORDS RETENTION AND ACCESS REQUIREMENTS**

Infor 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*.

Infor 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. Infor 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

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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. Infor 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 Infor'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.

**5. ACCOUNTING REQUIREMENTS**

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

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PART 3 - EXHIBIT E  
IMPLEMENTATION SERVICES**

**1. STATE MEETINGS AND REPORTS**

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

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

**1.2 Introductory Meeting:** Participants will include Infor Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

**1.3 Kickoff Meeting:** Participants will include the State and Infor Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

**1.4 Status Meetings:** Participants will include, at the minimum, the Infor Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Infor shall serve as the basis for discussion.

**1.5 The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

**1.6 Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

**1.7 Exit Meeting:** Participants will include Project leaders from Infor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Infor to prepare agendas and background. 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 Infor's responsibility.

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

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**7. Report and remedies in case of falling behind Schedule**

As reasonably requested by the State, Infor shall provide the State with information or reports regarding the Project.

**2. IMPLEMENTATION STRATEGY**

**2.1 Key Components**

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

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

Infor 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.

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

**2.2 Timeline**

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, and Project standards and procedures are finalized.

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PART 3 - EXHIBIT F  
TESTING SERVICES**

Infor shall provide the following Products and Services described in this Exhibit F:

**1. TESTING AND ACCEPTANCE**

Infor shall perform an initial test of the migrated environment prior to deliverable 1.a.6 that includes:

- a. Confirm ability to sign into in scope Infor applications
- b. Confirm ability to access forms within the in scope Infor applications
- c. Confirm execution for 2 application reports
- d. Confirm execution for 2 LBI reports
- e. Confirm execution for 2 IPA workflows

The State shall be responsible for all additional testing.

**1.1 Unit Testing (Not applicable to this Contract)**

**1.2 System Integration Testing**

The State shall be responsible for this activity.

**1.3 Conversion Validation Testing**

The State will be responsible for this activity.

**1.4 Installation Testing**

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

**1.5 User Acceptance Testing (UAT)**

The State is responsible for this activity.

**1.6 Performance Tuning and Stress Testing**

Infor shall develop and document hardware and Software configuration of Infor 10 infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project.

**1.7 Regression Testing**

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As a result of the user testing activities, problems will be identified that require correction. The State will notify Infor of the nature of the testing failures in writing.

Infor shall notify the State no later than five (5) business days from Infor's receipt of written notice of the test failure when Infor expects the corrections to be completed and ready for retesting by the State.

**1.8 Security Review and Testing**

1. Provide advice and guidance to the State regarding authentication routines used by single sign-on to the State WEB Services Division for our two-factor SecureAuth single sign-in which the State uses to authenticate users into Infor Portal/Ming.le applications.
2. If the standard Ming.le solution for external access does not meet our security requirements, then provide advice and guidance on converting the State's current solution which is filtering IP traffic coming in through our proxy server in our DMZ zone.

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PART 3 - EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES**

(Not applicable to this contract)

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PART 3 - EXHIBIT H  
REQUIREMENTS**

The requirements for this Project are described in the Statement of Work. Exhibit N

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WORK PLAN**

Infor's Project Manager and the State Project manager shall finalize the Work Plan within 15 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 Infor's plan to upgrade the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Infor and State Project Managers.

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

In conjunction with Infor's Project Management methodology, which shall be used to manage the Project's life cycle, the Infor 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 Infor team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Infor's Work Plan and shall utilize the Microsoft product suite 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.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Infor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **B. Logistics**

- The Infor Team may perform this project work at a facility other than that furnished by the State, when practical, at their own expense.
- The Infor Team shall honor all holidays observed by Infor or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Infor Team, including, Virtual Private Network (VPN) access, access to any necessary internal State networks and/or software (within State standards).

### **C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

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

**D. Technical Environment and Management**

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments will be sized to support a minimum of five (5) instances of the applications (instances include: stage, development, system/integration testing, Acceptance Testing, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet Infor certification requirements for the applications being installed.
- The State is responsible for providing the Internet access.
- Infor shall implement the currently generally available versions of all application software applications.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**E. Conversions**

- The Infor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Infor technical team, a subset of the conversions. The Infor Team shall lead the State with the mapping of the legacy Data to the Infor applications.
- Additionally, the Infor Team shall:
  1. Provide the State with Infor application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Infor Team shall identify the APIs the State should use in the design and development of the conversion.
  2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  3. Lead the review of functional and technical Specifications.
  4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

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**F. Project Schedule**

- Deployment is planned to begin within 4 weeks of contract execution with a planned go-live date in May 2017.

**G. Reporting**

- Infor shall conduct bi weekly status meetings, and provide reports that include, but are not limited to, project milestone status, issues and risks and key action items.

**H. User Training**

- The Infor Team shall provide input to the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

**I. Performance and Security Testing (Not applicable to this contract)**

**2. ROLES AND RESPONSIBILITIES**

**A. Infor Team Roles and Responsibilities**

**1) Infor Team Project Executive**

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

**2) Infor Team Project Manager**

The Infor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Infor Implementation Team. The Infor 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 Infor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Infor Team members;

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- Provide biweekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**3) Infor Team Analysis**

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

- 
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Manage the transition to production.

**4) Infor Team Tasks**

The Infor team shall assume the following tasks:

- Development and Documentation of conversion processes in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and

**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 upgrade. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the upgrade.

**1) State Project Manager**

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

- Plan and conduct a kick-off meeting with assistance from the Infor team;
- Assist the Infor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Infor Project Manager of any urgent issues if and when they arise; and
- Assist the Infor team staff to obtain requested information if and when required to perform certain Project tasks.

**2) State Subject Matter Expert(s) (SME)**

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Lead in constructing test scripts and data;
- Lead in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Infor Software Solution and the business processes the application supports.

**3) State Technical Lead and Architect (DoIT)**

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

- Attend technical training as necessary to support the Project;
- Assist the State and Infor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the Infor Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with Infor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project: and
- Represent the technical efforts of the State at biweekly Project meetings.

**4) State Application DBA (DoIT)**

The role of the State Application DBA(s) is to work closely with the Infor Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with Infor to finalize machine, site, and production configuration;
- Work with Infor to finalize logical and physical database configuration;
- Work with Infor to install the Infor tools, and Infor Applications for the development and production environments;
- Work with Infor to clone additional application instances as needed by the application teams;
- Work with the Infor upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with Infor and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with Infor to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;

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- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine Infor Application monitoring and tuning;
- Work with Infor to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Infor Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

**5) State Network Administrator (DoIT)**

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

**6) State Testing Administrator**

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**3. SOFTWARE APPLICATION (Not applicable to this contract)**

**4. CONVERSIONS**

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

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**Table 4.1: Planned Conversions**

<b>Conversion</b>	<b>Components, If applicable</b>	<b>Lead Responsibility</b>	<b>Description</b>
<b>Infor Application Data</b>	All Infor Application Components	Infor	Conversion and migration of all currently generally available 10 applications

**A. Conversion Testing Responsibilities**

- The Infor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Infor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The Infor Team and the State, based on their assigned conversion responsibilities, shall develop and test their assigned conversions.
- The State and the Infor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Infor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

**5. APPLICATION MODIFICATION (Not applicable to this contract)**

**6. PRELIMINARY WORK PLAN**

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

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Table 7.1: High Level Preliminary Licensee Work Plan

Task Name	Duration	Start	Finish
1. Project Plan	2 weeks after project start		
2. Install upgrade versions and production versions in NEW landscape.	4 weeks after project start		
3. LSF10 Differences Training	4 weeks after project start		
4. Extract & migrate environment data from current PROD environment to New Landscape	4 weeks after completion of milestone #2		
5. Testing and validation of migrated data	4 weeks after completion of milestone #		
6. Completion of Go-Live	4 weeks after completion #5		
7. Completion of Post Go-Live Support	4 weeks after completion #6		
8. Install complete of first Time Management Environment	4 weeks after project start		
9. Install and completion of Integrated Test of Time Management	4 weeks after #5		
10. Completion of Time Management Go-Live	4 weeks after completion #5		

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PART 3 - EXHIBIT J  
SOFTWARE LICENSE AND RELATED TERMS**

(Not applicable to this contract)

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PART 3 - EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

**WARRANTIES**

**1.1 Services**

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

**1.2 Personnel**

Infor 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.

**1.3 Disclaimer of Warranties**

Licensee acknowledges and agrees that except as expressly provided herein, Infor makes no warranties with regard to any support and/or any other matters not relating to this Services agreement, and that Infor explicitly disclaims all warranties of non-infringement, merchantability and fitness for a particular purpose. Further, Infor expressly does not warrant that a component system or any support will be usable by licensee if the component system has been modified, or will be error free, will operate without interruption or will be compatible with any hardware or systems software configuration other than the equipment.

**2. WARRANTY PERIOD**

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

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TRAINING SERVICES**

Infor will use the train the trainer approach and perform knowledge transfer with the core project team members as the upgrade progresses. The State project team resources will perform the training roll out to the end users.

<b>Module</b>	<b>Course Description</b>	<b>Class Length</b>	<b>Planned # of Attendees</b>	<b>Mode/Location of Training</b>
LSF10	LSF10 Lawson System Foundation Technical/Environmental Differences	3 Days	2	Virtual Lab -Infor Public Training
Ming.le	Training/Knowledge Transfer on Ming.le Foundation Administration	1 Days	Up to 14 attendees	Training/Knowledge Transfer on Ming.le Foundation Administration

In addition to the training module above:

- Infor will provide business and functional Lawson V10 differences training workshops for the 3 suites currently licensed by Licensee: Finance, HR, and Procurement. The functional Lawson V10 applications differences training is delivered remotely via webex with up to fourteen (14) Licensee attendees per training workshop.
- Infor will provide end-user training on Ming.le Foundation user interface navigation workshop to replace Lawson V9.x portal. Workshop delivered remotely via webex or on-line meeting service for up to fourteen (14) Licensee attendees.

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(Not Applicable to this Contract)

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**FIXED FEE  
SERVICES WORK ORDER**

**INTRODUCTION**

This **Fixed Fee Services Work Order** ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement between **Infor (US) Inc.** ("Infor") and **State of New Hampshire** ("Licensee") with an Effective Date of \_\_\_\_\_ (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

The details included in this Work Order are based on information given to Infor by the Licensee. Specific details that are described below including the scope, approach, work activities, schedule and fixed fee pricing are based on the information given to Infor by Licensee and the key assumptions detailed in this Work Order. Any additional information may require revision including a price adjustment and is subject to the Project Change Control Procedure.

**1.0 PROJECT OVERVIEW:**

Infor is proposing an upgrade and migration engagement to provide Licensee with the upgrade of their existing Infor Lawson (version 9.0.1) environment and applications to Infor Lawson 10.x applications using Infor Lawson10X delivery model, which includes:

- Delivery of a Lawson System Foundation instance containing Licensee's configuration and data (excluding customizations and retro-fitted customer Reports, Interfaces, and Process Flows).
- Delivery of knowledge transfer sessions to cover the major differences between Infor/Lawson version 9 and version 10 applications.
- Assistance with integrated testing of pre-configured business scenarios and business processes using Licensee's migrated data.
- Assistance with installation and integration of third party software PMA Time Management to support Lawson version 10.x.

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**1.1 Project Scope**

The Project scope includes establishing a new production environment that is comprised of new hardware and operating software components as well as the latest Lawson applications to replicate the functionality of the existing in-production Lawson solution. As part of the project, Licensee will acquire and setup the new production environment including hardware and software components that are compatible with Lawson 10.x applications. The implementation of the new Lawson v10.x applications shall be completed by Infor Consulting Services (Infor).

Infor's scope of responsibility is based on the Licensee's objective of updating the in-production Lawson solution with the latest Lawson applications, v10.x. Infor shall meet the objective by completing the key activities listed below in context of the new virtual environment:

- Installing a new separate 10.x Infor Lawson System Foundation (LSF) and Landmark environments (Production and Development) in a new virtual environment that is on premise;
- Migrating data from in-production Infor applications to the New LSF system.
- Implementing an Infor Lawson instance containing Licensee's configuration and data (excluding customizations and retro-fitted Licensee reports).
- Providing knowledge transfer sessions to cover the major differences between Infor Lawson version 9.x and version 10.x applications.

Component	Version Upgrade	Tasks
<b>Lawson System Foundation (LSF) / S3 Applications</b>	Yes	<ul style="list-style-type: none"> <li>• Install <u>upgrade</u> v10.x in new landscape.</li> <li>• Migrate data from production 9.0.1.X to 10.x in new landscape.</li> </ul>
<b>Landmark</b>	Yes	<ul style="list-style-type: none"> <li>• Install <u>upgrade</u> v10.x in new landscape.</li> <li>• Migrate data from production to upgrade version in new landscape.</li> </ul>
<b>Strategic Sourcing/Contract Management</b>	Yes	<ul style="list-style-type: none"> <li>• Install <u>upgrade</u> v10.x in new landscape.</li> <li>• Migrate data from production to new version in new landscape</li> </ul>
<b>Lawson Business Intelligence (LBI)</b>	Yes, latest V10 version	<ul style="list-style-type: none"> <li>• Install <u>production</u> version in new landscape.</li> <li>• Migrate data from production to new landscape.</li> </ul>
<b>Lawson Talent Management (LTM)</b>	Yes, latest V10 version	<ul style="list-style-type: none"> <li>• Install <u>production</u> version in new landscape.</li> <li>• Migrate data from production to new landscape.</li> </ul>
<b>Process Flow</b>	Yes, latest V10 version	<ul style="list-style-type: none"> <li>• Upload/migrate IPA flows from existing environment to new environment.</li> </ul>

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- Installation of two (2) instances of the PMA Time Management application in the State of New Hampshire on premise upgraded Infor V10 environment

### **1.2 Organizational and Geographic Scope**

As provided herein, the parties anticipate that Services will be performed for the following Licensee locations and/or business units (“Geographic Scope”).

All Project activities will be conducted either remotely or at Licensee site located at:

State of New Hampshire  
Department Of Admin Services  
25 Capitol Street and/or 27 Hazen Drive  
Concord, NH 03301

### **1.3 Infor License Software Scope**

The following Lawson applications and components:

- Financials 9.01
- Human Resource Management 9.01
- Procurement/Supply Chain Management 9.01
- Strategic Sourcing 9.1
- Lawson Business Intelligence 10.4
- Lawson Landmark 10.1
- Lawson Talent Management 10.2
- Process Flow / Process Automation
- Lawson Security
- Ming.le

#### ***Application Scope Assumptions***

1. For all Licensed Software Modules listed above, each will be implemented with the latest generally available Infor software version at the time of software delivery. Licensee intends to implement the Infor solution using industry standard best practices with no changes to the delivered source code.
2. All applications are configured in US currency and English language.
3. There is a single Project Process Team, and the business processes and logic will be the same across Licensee’s organization (i.e. there are not multiple process teams implementing

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different business processes across multiple sites). This would impact the number of prototype versions and time required to define structures, as well as training time, testing time and post go live support.

4. Any exceptions to these assumptions, if not specifically listed in this document, will be subject to the mutually defined and approved Project Change Control Procedure.
5. Licensee will implement all applications.
6. No customizations have been identified as Infor's responsibility.
7. Lawson Landmark technology, LTM and the Strategic Sourcing applications will operate on separate technology platforms and databases from the core Lawson financial, procurement, and human resources applications.
8. ICS to perform one data refresh/copy PROD data to 1 DEV product line
9. ICS to provide knowledge transfer on new way to refresh Landmark LTM/SS data and copy Product lines
10. Licensee responsible for performing the data refresh of 2nd and 3rd LTM/SS product lines in development environment
11. Production or modification of any PMA documentation for Licensee business processes is excluded from scope of this project as it is assumed that the PMA Time Management application will be running in a "business as usual" mode with no process change requirements. Should Licensee request any documentation that is not standard PMA delivered product deliverable documentation (Install Guide, User Guide, and Administration Guide) then the effort to deliver this documentation shall be scoped and covered under a separate change order.

#### **1.4 Environment Migration Scope**

Infor will migrate the following data elements, using Infor tools and scripting procedures, from Licensee's current LSF Production Server to the Licensee's new IT landscape.

- Users
- Jobs
- Security
- Roles and Groups
- Print files
- Bookmarks
- Bookmark assignments
- User tokens
- Design Studio forms

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Infor will perform this technical data migration into the new PROD environment. Licensee will need to perform dual maintenance from this point forward so current prod and new prod stay in sync. This would encompass all components of a technical migrations listed above, the maintenance of these items would fall to Licensee for documenting the changes and execution in new environment.

Once new TEST is built, Infor will copy the technical data from new PROD into new TEST. During the planning phase, this will be discussed further to identify specific data to move into new TEST, defining the components of the technical migration a Licensee may want moved and loaded from new Prod to new Test.

Upon completion of each environment data migration test pass, Licensee will be responsible for full testing and data validation of migrated data.

TEST. During the planning phase, this will be discussed further to identify specific data to move into new TEST, defining the components of the technical migration the Licensee may want moved and loaded from new Prod to new Test.

Upon completion of each environment data migration test pass, Licensee will be responsible for full testing and data validation of migrated data.

Planned activities are as follows:

Activity	Responsible	Deliverable / Completion Criteria	Assumptions
Install upgrade versions and production versions in NEW landscape.	Infor	Documentation of new landscape	
LSF10 Differences Training	Infor	Licensee completes Training Attendance Worksheet	See Section 1.8 Project Team Training Scope section

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Activity	Responsible	Deliverable / Completion Criteria	Assumptions
Extract Environment data from current PROD environment	Licensee	Extracted files made available to Infor	Licensee will provide Infor the requested information in the requested formats.  Infor provides guidance on any requirements to Licensee in regards to creating database backups in requested format.
Migrate extracted data to NEW Landscape	Infor	Migration Comparison Report	Migration Comparison Report will detail record counts for tables migrated from source to target.  Migration reports are validated.
Testing and validation of migrated data	Licensee	Licensee test scripts completed	At the completion of each test pass, there may be outstanding items to be resolved that will be corrected in the next test pass. This does not prevent the test pass from being considered complete.
<b>PMA Time Management</b> Install 2 instances of PMA in New Landscape Conversion / redeployment of existing customizations Preliminary testing of redeployed customizations Ming.le Integration Plugin and User update Package Deployed PMA Timecard Update Configuration and Knowledge Transfer	Infor	Documentation of new landscape provided Documentation list provided of customizations redeployed and test results Documentation provided of Ming.le integration Documentation provided of PMA	

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Activity	Responsible	Deliverable / Completion Criteria	Assumptions
Lawson V10 Integration advice and Guidance PMA Participation in Project Status Meetings PMA Production Cutover Support PMA Post Go-Live Support up to 10 hours		updated configuration. Documentation provided of updated PMA Timecard integration	

***Environment Migration Scope Assumptions:***

- At the completion of each test pass, there may be outstanding items to be resolved that will be corrected in the next test pass. This does not prevent the test pass from being considered complete.

**1.5 Application Upgrade Scope**

Infor will execute the upgrade to v10 process for Licensee's in production Infor Lawson applications.

Infor will execute the application data upgrade process (3) times in new PROD as follows:

- 1<sup>st</sup> pass is initial upgrade pass
- 2<sup>nd</sup> pass done prior to planned testing cycle
- 3<sup>rd</sup> pass – final upgrade pass conducted over cutover weekend

Infor will copy the upgraded product line from new PROD into new DEV environment three (3) times.

Upon completion of each test pass, Licensee will be responsible for full testing and data validation of upgraded data.

Planned activities are as follows:

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<b>Activity</b>	<b>Responsible</b>	<b>Deliverable / Completion Criteria</b>	<b>Assumptions</b>
<b>Stage 1.a ICS Services</b>			
9.0.1 to 10 Application Differences Workshops	Infor	Difference Workshop Documentation	Infor to provide functional differences consulting for the applications.
Data extract from current PROD database – Test Pass #1	Licensee	Extracted data made available to Infor	Licensee will provide Infor the requested information in the requested formats.
Data instance established in New environment	Infor	Oracle instance made available for data import	
Data import to New environment -Test Pass #1	Infor	Data verification count report	
9.0.1 to 10 Application Upgrade Pre-jobs – Test Pass #1	Infor and Licensee	Upgrade Pre-job Completion Report	Licensee and Infor will jointly review the pre-jobs to determine data requirements
9.0.1 to 10 Application Upgrade jobs – Test Pass #1	Infor	Upgrade Completion Report	
Data testing and validation – Test Pass #1	Licensee	Licensee test scripts completed	Licensee will leverage existing test scripts from past Infor Lawson upgrades / implementations where available.  At the completion of each test pass, there may be outstanding items to be resolved that will be corrected in the next test pass. This does not prevent the test pass

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Activity	Responsible	Deliverable / Completion Criteria	Assumptions
<b>Stage 1.a ICS Services</b>			
			<p>from being considered complete.</p> <p>Licensee and Infor Project Manager will mutually agree to definition of test acceptance.</p>
Data extract from current PROD database – Test Pass #2	Licensee	Extracted data made available to Infor	Licensee will provide Infor the requested information in the requested formats.
Data import to New environment – Test Pass #2	Infor	Data verification count report	
Technical Data migration of current 9.0.1 levels – Test Pass #2	Infor	Data verification count report	Use Lawson tooling to move instance.
9.0.1 to 10 Application Upgrade Pre-jobs – Test Pass #2	Infor and Licensee	Upgrade Pre-job Completion Report	Licensee and Infor will jointly review the pre-jobs to determine data requirements
9.0.1 to 10 Application Upgrade jobs – Test Pass #2	Infor	Upgrade Completion Report	
Data testing and validation – Test Pass #2	Licensee	Licensee test scripts completed	<p>Licensee will leverage existing test scripts from past Infor Lawson upgrades / implementations where available.</p> <p>At the completion of each test pass, there may be outstanding items to</p>

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Activity	Responsible	Deliverable / Completion Criteria	Assumptions
<b>Stage 1.a ICS Services</b>			
			<p>be resolved that will be corrected in the next test pass. This does not prevent the test pass from being considered complete.</p> <p>Licensee and Infor Project Manager will mutually agree to definition of test acceptance.</p>
<b>Stage 1.b PMA Services</b>			
<p>Installation 2 instances of PMA</p> <ul style="list-style-type: none"> <li>o Conversion / redeployment of existing customizations</li> <li>o Preliminary testing of redeployed customizations</li> <li>o Ming.le Integration Plugin and User Updates Package</li> <li>o PMA Timecard Update Configuration and Knowledge Transfer</li> <li>o Infor V10 Integration Special Pack Assistance</li> <li>o Participation in Status Meetings</li> <li>o Production Cutover Support</li> </ul>	Infor	<p>Documentation of new landscape provided</p> <p>Redeployed customization documentation list and test results</p> <p>Ming.le integration documentation</p> <p>Documentation of PMA updated configuration.</p> <p>Documentation of updated PMA Timecard integration</p> <p style="text-align: center;">Upgrade</p>	

State of NH Contract 2016-064  
Exhibit N-The Vendor Proposal  
Infor Initials BES

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Activity	Responsible	Deliverable / Completion Criteria	Assumptions
<b>Stage 1.a ICS Services</b>			
o Post Live Support		Completion Report	

***Application Upgrade Scope Assumptions***

- Licensee is responsible for building and populating 2<sup>nd</sup> LSF product line in PROD environment
- Licensee is responsible for In-basket configuration/updates after the first migration.
- Licensee is responsible for the data refresh of all LSF product lines in the DEV environment
- Licensee is responsible for the setup, documentation, and deployment of enhancements and/or modifications to existing application business process. Any change in scope could have an impact on the project schedule and resources needed by Licensee.

**1.6 Add-on Application Scope**

Infor will migrate and upgrade the following Infor Lawson add-on applications as part of this Project:

- Lawson Business Intelligence
- Lawson Talent Management (LTM)
- Strategic Sourcing/Contract Management
- Infor Process Automation

Planned activities are as follows:

Activity	Responsible	Deliverable / Completion Criteria	Assumptions
Data extract from current PROD database	Licensee	Extracted data made available to Infor	Licensee will provide Infor the requested information in the

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<b>Activity</b>	<b>Responsible</b>	<b>Deliverable / Completion Criteria</b>	<b>Assumptions</b>
			requested formats
Migrate existing data/content to New environment	Infor	Data verification count report	Current LBI 10.x version on Licensee platform.
Migrate data from V 9 environment Oracle to V10 environment oracle	Infor	Data verification count report	Current Licensee Oracle V10 environment compliant with Lawson V10 pre-requisites
Migrate existing data/content to New version.	Infor	Upgrade Completion Report	Current LBI 10.x version on Licensee platform.
Data testing and validation	Licensee	Licensee test scripts completed	Infor will assist Licensee with validation

Infor will provide consulting resources as described below to implement the following applications as part of this Project:

- Ming.le Foundation

Planned activities are as follows:

<b>Activity</b>	<b>Responsible</b>	<b>Deliverable / Completion Criteria</b>	<b>Assumptions</b>
Training/Knowledge Transfer on Ming.le Foundation Administration	Infor	Completed Training Attendance Sheet	Infor to provide up to (8) hours of Customer Site consulting on core Ming.le Foundation concepts Services provided remotely. Training via on-line meeting services.

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Activity	Responsible	Deliverable / Completion Criteria	Assumptions
Ming.le Foundation configuration	Licensee	No deliverable. Licensee responsible	Infor to provide up to (16) hours of assistance for this task. Infor Assistance provided remotely and scheduled via Infor Project Manager
Testing of Ming.le Foundation content	Licensee	Licensee test scripts completed	Testing scripts will be developed by Licensee based on the development content created
End-User Training on Ming.le Foundation User Interface navigation	Licensee	Attendance Sheet	See Section 1.8 End-User Training Scope section Training provided remotely via on-line meeting services

***Add-on Application Scope Assumptions***

- ICS to perform one data refresh/copy PROD data to 1 DEV product line
- ICS to provide knowledge transfer on new way to refresh Landmark LTM/SS data and copy Product lines
- Licensee responsible for performing the data refresh of 2<sup>nd</sup> and 3<sup>rd</sup> LTM/SS product lines in DEV environment
- Licensee will have primary responsibility for any manual data setup and testing for these applications as part of the Lawson10X on premise migration effort.
- After completion of data migration and upgrade, all reports will require the data source to be changed manually. Work Order assumes Licensee is responsible for this task.

**1.7 Interface, Customization and Modifications Scope**

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“Interfaces” means those objects that allow data to move either into or out of the installed applications, either in batch, real-time or near-real time. Interfaces are defined by the business processes they facilitate, the points during those processes where data is exchanged, the frequency in which data is exchanged, and the method by which the data is exchanged.

“Customizations and Modifications” refer to the modification of delivered Infor objects, or the creation of new objects to extend functionality.

Recoding and redeployment of all interfaces, customizations and modifications, custom scripts, and reports is the responsibility of Licensee. Licensee is responsible for ensuring that all integrated and customized/modified data is accurate, and will be responsible for data validation efforts associated with all testing.

**1.8 Project Team Training Scope**

The following table describes the in scope Project Team Training for this Project.

<b>Module</b>	<b>Course Description</b>	<b>Class Length</b>	<b>Planned # of Attendees</b>	<b>Mode/Location of Training</b>
LSF10	LSF10 Lawson System Foundation Technical/ Environmental Differences	3 Days	2	Virtual Lab -Infor Public Training

In addition to the training module above:

- Infor will provide business and functional Lawson V10 differences training workshops for the 3 suites currently licensed by Licensee: Finance, HR, and Procurement. The functional Lawson V10 applications differences training is delivered remotely via webex with up to fourteen (14) Licensee attendees per training workshop.
- Infor will provide end-user training on Ming.le Foundation user interface navigation workshop to replace Lawson V9.x portal. Workshop delivered remotely via webex or on-line meeting service for up to fourteen (14) Licensee attendees.

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**1.9 Go-Live Scope**

Go-Live support is the work required to complete the cutover, Go-Live and post Go-Live tasks for the period of time described below. "Go-Live" is defined as the first time Licensee uses the Licensed Software to process data in Licensee's live production environment.

Infor will provide up to (10) labor days of system consulting support go-live support period. Licensee will provide the front-line support and Infor will assist when issues need to be escalated for resolution.

***Go-Live Support Assumptions and Licensee Obligations***

- The Infor Project Manager will work together with the Licensee Project Manager to develop a joint post Go-Live support resource plan.
- Licensee process owners and key users will provide first line support to Licensee end users.
- No post go-live application support
- Go-live and post go-live support from systems consultant is provided remotely.

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**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

**Certificate of Authority**

CERTIFICATE

I, Bradford E. Steiner, Secretary and Deputy General Counsel of Infor (US), Inc., a Delaware corporation, do hereby certify that:

- (1) I am the duly elected and acting Secretary of Infor (US), Inc., a Delaware corporation (the "Corporation");
- (2) By resolution authorized by the Board of Directors, which was effective prior to the execution of this Certificate of Authority, Lindsay Pritchard, Associate General Counsel of the Corporation, Bradford Steiner, Secretary/Deputy General Counsel and Gregory Giangiorano, President are authorized to bind the Corporation by legal contract for the following;

That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of certain Implementation Services, and that Lindsay Pritchard, Bradford Steiner and Gregory Giangiorano be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as she may deem necessary, desirable or appropriate to accomplish the same;

That the signature of Lindsay Pritchard, Bradford Steiner or Gregory Giangiorano of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 13<sup>th</sup> day of October, 2016.

Bradford E. Steiner  
Bradford E. Steiner, Secretary

COMMONWEALTH OF MASSACHUSETTS

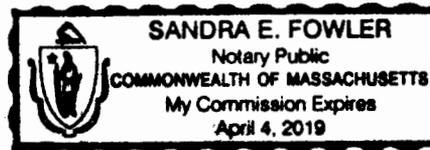
COUNTY OF MIDDLESEX

On this the 13<sup>th</sup> day of October, 2016, before me, Bradford E. Steiner who is personally known to me and is the undersigned Secretary, personally appeared and acknowledged himself to be the Secretary of Infor (US), Inc., a Delaware corporation, and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the Secretary.

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

Sandra E. Fowler  
Notary Public

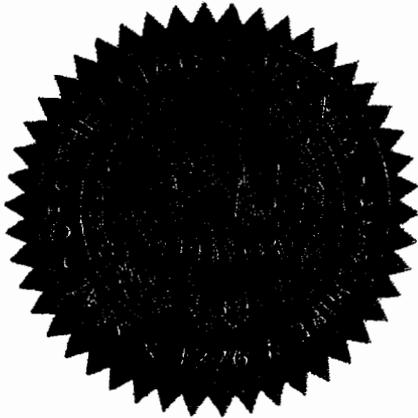
My Commission Expires: April 4, 2019



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Infor (US), Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 9, 2012. 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 29<sup>th</sup> day of July, A.D. 2016

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

