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JB

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

Peter C. Hastings
Commissioner

May 20, 2014

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

REQUESTED ACTION

- 1) Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Labor, to enter into a contract amendment (PO 100838) with Stellarware Corporation, of Holbrook, MA (VC129901) by increasing the contract amount by \$13,554, from \$220,120 to \$233,674 for continued development and support for the Department of Labor web site upon approval by the Governor and Executive Council.
- 2) Further, authorize the Department to exercise a contract extension option from June 30, 2014 to June 30, 2015.

100% Other (Agency Class 27) Funds: The agency Class 27 used by DOL to reimburse DOIT for this Contract amendment is 96% from the Workers' Compensation Insurance Assessments fund and 4% from the Inspection Fees-Certificates-Licenses fund. Funding is available in the Department of Information Technology account as follows:

FY	Account	JOB #	TOTALS
2014	01-03-03-030010-76260000-DOIT – IT for DOL 046-500465-IT Consultants	03260009	\$13,554
	GRAND TOTAL		\$13,554

EXPLANATION

This is the second amendment to the contract. The first amendment was a no cost extension. This amendment extends the contract for another year and increases funding by an additional \$13,554 to cover cost associated with the development of two web applications plus thirty hours of contingency work. This project supports the New Hampshire Department of Labor in their objective to provide a 24x7 web presence to their customers for online submission of forms and other eGovernment initiatives.

DoIT Web Services Division (WSD) is working with embedded DoIT Application Support staff at Labor and Stellarware Corporation to develop applications on Labor's web site. Stellarware is currently developing the web User Account Management (UAM) application that will manage external and internal user authentication and access to Labor's web site applications.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DEVELOPMENT AND SUPPORT
CONTRACT DOL RFP 2008-026
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-026, on June 4, 2008, Item #2, (herein after referred to as the "Agreement"), Stellarware Corporation (hereinafter referred to as "Vendor" or "Stellarware") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

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

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

WHEREAS, the Department wishes to extend the contract ending date by one year.

WHEREAS, the Department wishes to increase the contract price by \$13,554 to bring the total contract price to \$ 233,674.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the Agreement (Page 1) by increasing the Contract ending date by one year from June 30, 2014 to June 30, 2015.
2. Amend Section 1.8 of the Statement of Work of the Agreement by increasing the Price Limitation by \$13,554 from \$220,120 to \$ 233,674.
3. The Statement of Work of the Agreement is further amended as described in Table 1:



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DEVELOPMENT AND SUPPORT
CONTRACT DOL RFP 2008-026
CONTRACT AMENDMENT B

Table 1

Contract # DOL RFP 2008-026 Exhibit A	AMENDED TEXT				
Section 2 Deliverables, Milestones, and Activities Schedule	Add the following Table to Exhibit A:				
	2.2A Delivery Schedule – Activities / Deliverables / Milestones				
	Reference Number/ Project	Activity, Deliverable. Or Milestones	Deliverable Type	Projected Delivery Date	Payment Amount
	UAM	Complete User Application Management Module	Software	10/31/2014	\$3,518
	Contact DOL	Complete Server Environment Modifications to Contact DOL Module	Software	11/14/2014	\$8,056
	Cont	Contingency Funds Covering SOW Changes if needed (30 hours)	Software	12/31/2014	\$ 1,980
		ORIGINAL CONTRACT PRICE			\$ 220,120
		AMENDED TOTAL CONTRACT PRICE			\$ 233,674

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DEVELOPMENT AND SUPPORT
CONTRACT DOL RFP 2008-026
CONTRACT AMENDMENT B**

Contract # DOL RFP 2008-026 Exhibit B	AMENDED TEXT																																		
Section 1. DELIVERABLE PAYMENT SCHEDULE	<p>Replace Exhibit B, Paragraph 1 with the following:</p> <p>1. DELIVERABLE PAYMENT SCHEDULE</p> <p>This is a Firm Fixed Price (FFP) Contract totaling \$233,674 for the period between the Effective Date through June 30th, 2015. STELLARWARE shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow STELLARWARE to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables.</p>																																		
Exhibit B Price and Payment Schedule	<p>ADD the following three Reference Number/Project rows to Table and modify Total Contract Price row:</p> <table border="1" data-bbox="439 894 1331 1575"> <thead> <tr> <th>Reference Number/Project</th> <th>Activity, Deliverable. Or Milestones</th> <th>Deliverable Type</th> <th>Projected Delivery Date</th> <th>Payment Amount</th> </tr> </thead> <tbody> <tr> <td>UAM</td> <td>Complete User Application Management Module</td> <td>Software</td> <td>10/31/2014</td> <td>\$3,518</td> </tr> <tr> <td>Contact DOL</td> <td>Complete Server Environment Modifications to Contact DOL Application</td> <td>Software</td> <td>11/14/2014</td> <td>\$8,056</td> </tr> <tr> <td>Cont</td> <td>Contingency Funds Covering SOW Changes if needed (30 hours)</td> <td>Software</td> <td>12/31/2014</td> <td>\$ 1,980</td> </tr> <tr> <td></td> <td>ORIGINAL CONTRACT PRICE</td> <td></td> <td></td> <td>\$ 220,120</td> </tr> <tr> <td></td> <td>TOTAL CONTRACT PRICE</td> <td></td> <td></td> <td>\$ 233,674</td> </tr> </tbody> </table>					Reference Number/Project	Activity, Deliverable. Or Milestones	Deliverable Type	Projected Delivery Date	Payment Amount	UAM	Complete User Application Management Module	Software	10/31/2014	\$3,518	Contact DOL	Complete Server Environment Modifications to Contact DOL Application	Software	11/14/2014	\$8,056	Cont	Contingency Funds Covering SOW Changes if needed (30 hours)	Software	12/31/2014	\$ 1,980		ORIGINAL CONTRACT PRICE			\$ 220,120		TOTAL CONTRACT PRICE			\$ 233,674
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DEVELOPMENT AND SUPPORT
CONTRACT DOL RFP 2008-026
CONTRACT AMENDMENT B**

Exhibit B Paragraph 2 Total Contract Price	<p>Replace in its entirety with the following:</p> <p>2. TOTAL CONTRACT PRICE</p> <p>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 \$233,674. (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to STELLARWARE for all fees and expenses, of whatever nature, incurred by STELLARWARE 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.</p>
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Table 2 Contract DOL RFP 2008-026 – Web Development and Support

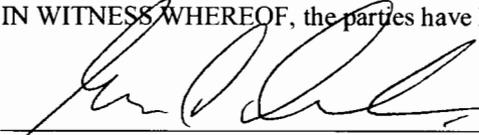
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
DOL RFP 2008-026	Original Contract	June 30, 2013	\$ 220,120
DOL RFP 2008-026 Amendment A	No Cost Extension	June 30, 2014	\$0
DOL RFP 2008-026 Amendment B	Amendment to Increase Funding and extend end date	June 30, 2015	\$13,554
	CONTRACT TOTAL	June 30, 2014	\$ 233,674



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DEVELOPMENT AND SUPPORT
CONTRACT DOL RFP 2008-026
CONTRACT AMENDMENT B**

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

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



George French, President
Stellarware Corporation

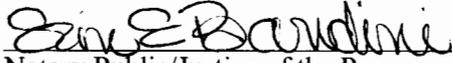
Date: 5/8/14

Corporate Signature Notarized:
STATE OF MASSACHUSETTS

COUNTY OF NORFOLK

On this the 8 day of May, 2014, before me the undersigned Officer George French, personally appeared and acknowledged her/himself to be the President, of Stellarware Corporation, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as George French.

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



Notary Public/Justice of the Peace

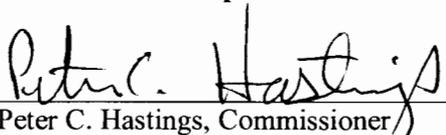
My Commission Expires:

(SEAL)



**ERIN E. BANDINI
NOTARY PUBLIC**
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 11/28/2019

State of New Hampshire



Peter C. Hastings, Commissioner
State of New Hampshire
Department of Information Technology

Date: 5/15/14

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



State of New Hampshire, Department of Justice

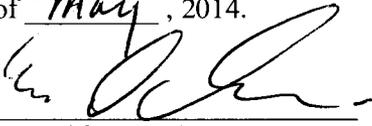
Date: 5/19/14

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, George French, as a Sole Owner of my Business, Stellarware Corporation, an S Corporation, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

8th IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this day of May, 2014.


Sole Owner (signature)

STATE OF MASSACHUSETTS

COUNTY OF NORFOLK

On this the 8 day of May, 2014, before me, George French, the undersigned Officer, personally appeared before me, who acknowledged her/himself to be the Sole Owner, of Stellarware Corporation, a Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as the president and sole owner of Stellarware Corporation.

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


Notary Public/Justice of the Peace

My Commission Expires:



ERIN E. BANDINI
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 11/28/2019



CERTIFICATE OF LIABILITY INSURANCE

STELCO1

OP ID: SG

DATE (MM/DD/YYYY)
05/07/2014

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

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

PRODUCER NorthStar Ins. Services, Inc. 300 First Ave, Suite 100 Needham, MA 02494	Phone: 781-431-2500 Fax: 781-431-6134	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Stellarware Corporation Attn: George French 140 North Franklin St, Ste 2-1 Holbrook, MA 02343		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Insurance Company	NAIC # 25682
		INSURER B: Beazley Insurance Company Inc.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			680178M95571342	10/06/2013	10/06/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			680178M95571342	10/06/2013	10/06/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP247M662A1342	10/06/2013	10/06/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ITMUB6661Y86413	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	E&O/Cyber Liab			ZPL11T11651134	10/06/2013	10/06/2014	Claim/Agg 2,000,000
B	Excess Cyber			TO BE ISSUED	04/04/2014	10/06/2014	Aggregate 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NEWHAM3 State of New Hampshire - Dept of Information Technology 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Stellarware Corporation a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 5, 2006. 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 8th day of May, A.D. 2014

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

William M. Gardner
Secretary of State



22 RB

JUNE 3 AM 9:02 045

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

Peter C. Hastings
 Commissioner

June 5, 2013

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

Sole Source

REQUESTED ACTION

Authorize the Department of Information Technology for the benefit of the Department of Labor (DOL) to enter into a **Sole Source** contract amendment (PO# 100838) with Stellarware Corporation (Vendor # 162451 Holebrook, MA), to extend the current contract for web site application enhancement, maintenance and support for one year at no cost increase from the date of Governor and Executive Council approval through June 30, 2014. The original contract was approved on June 4, 2008, Item # 2.

EXPLANATION

This contract is sole source in order to allow Stellarware to complete ongoing projects. The amendment purchases no further maintenance services. This contract is the result of a competitive solicitation under RFP 2008-026 Statewide IBM Mainframe Operation Services issued on July 19, 2007. Stellarware was chosen as the best proposal from the three proposals submitted.

This project supports the New Hampshire Department of Labor in their objective to provide a 24x7 web presence to their customers for online submission of forms and other eGovernment initiatives. DoIT Web Services Division is working with DOL staff and Stellarware Corporation to develop and implement the Web User Account and Application Management application that will manage external and internal user authentication and access to DOL applications. This application will interface with the State's single sign-on application also being utilized by the Business One Stop application and will be installed on the same server environment as Business One Stop.

State DoIT resources assigned to Department of Labor do not have the skill sets to complete the development of this web User Account and Application Management application. DoIT Web Services resources possessing the required skill-sets are unavailable due to commitments on existing projects. This project will create the foundation for all future applications developed at Labor. It will be the gateway into the DOL web application site from which access to all other DOL applications will be controlled and managed.

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

Respectfully submitted,

Peter C. Hastings
 Commissioner

PCH/dcp
 2008-026A
 cc Joseph Nadeau, IT Lead, Department of Labor
 Dave Perry, IT Manager, Bureau of Finance & Administration



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

Peter C. Hastings
Acting Commissioner

June 3, 2013

David M. Whiby, Acting Commissioner
State of New Hampshire
Department of Labor
95 Pleasant St
Concord, NH 03301

Dear Commissioner Whiby:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Labor's request to amend the existing development and support contract with Stellarware Corporation as described below and referenced as DoIT No. 2008-026A.

To amend the current Stellarware by extending the completion date from June 30, 2013 to June 30, 2014. There is no increase to the contract funding limit. This contract is a result of RFP 2008-026 issued July 19, 2007.

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

Sincerely,

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

Peter C. Hastings

PCH/dcp
DoIT 2008-026A

cc: Dave Perry, DOIT BFA

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DEVELOPMENT AND SUPPORT
CONTRACT DOL RFP 2008-026
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-026, on June 4, 2008, Item #2, (herein after referred to as the "Agreement"), Stellarware Corporation (hereinafter referred to as "Vendor" or "Stellarware") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

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

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

WHEREAS, the Department wishes to extend the contract ending date by one year.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the Agreement (Page 1) by increasing the Contract ending date by one year from June 30, 2013 to June 30, 2014.

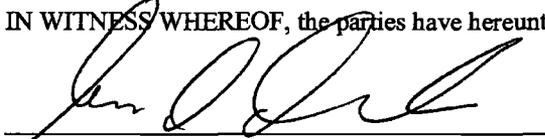
Table 2 Contract DOL RFP 2008-026 – Web Development and Support

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
DOL RFP 2008-026	Original Contract	June 30, 2013	\$220,120
DOL RFP 2008-026 Amendment A	No Cost Extension	June 30, 2014	\$0
	CONTRACT TOTAL	June 30, 2014	\$220,120

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DEVELOPMENT AND SUPPORT
CONTRACT DOL RFP 2008-026
CONTRACT AMENDMENT A

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

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


George French, President
Stellarware Corporation

Date: 6/1/13

Corporate Signature Notarized:
STATE OF MASSACHUSETTS

COUNTY OF ~~NORFOLK~~ Barnstable

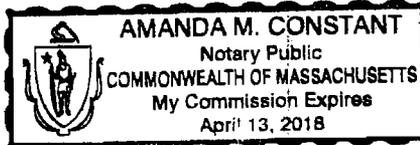
On this the 1st day of June, 2013, before me, George French, the undersigned Officer George French, personally appeared and acknowledged her/himself to be the President, of Stellarware Corporation, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as George French.

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


Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

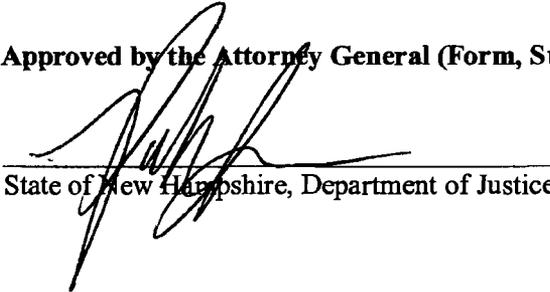


State of New Hampshire


Peter C. Hastings, Commissioner
State of New Hampshire
Department of Information Technology

Date: 6/3/13

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


State of New Hampshire, Department of Justice

Date: 6/5/13

Initial all pages
Vendor Initials 



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

JUN 04 2008

1-2

Richard C. Bailey, Jr.
Chief Information Officer

May 21, 2008

The Honorable John H. Lynch, Governor
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Information Technology for the benefit of the New Hampshire Department of Labor (NHDOL) to enter into a contract with Stellarware Corporation (VC: # 129901 Holebrook, MA), in the amount of \$220,120.00 for NHDOL web site application enhancement, maintenance and support, from Governor and Council approval through June 30, 2013. 100% Other Funds (Agency).

Funds are available in SFY 2008 and 2009. Funds are anticipated to be available in account, Agency Software Division, for SFY 2010 through SFY 2013 inclusive upon the availability and continued appropriation of funds in future operating budgets with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Account #	Class Description	State Fiscal Year	Amount
010-003-1660-046 BL# 17025	Consultants	FY2008	\$ 70,120.00
010-003-1660-046 BL# 17192	Consultants	FY2009	\$ 30,000.00
010-003-1660-046 BL# TBD	Consultants	FY2010	\$ 30,000.00
010-003-1660-046 BL# TBD	Consultants	FY2011	\$ 30,000.00
010-003-1660-046 BL# TBD	Consultants	FY2012	\$ 30,000.00
010-003-1660-046 BL# TBD	Consultants	FY2013	\$ 30,000.00
		Total:	\$220,120.00

and allocated by Job Number 03260009

His Excellency, Governor John Lynch
and the Honorable Executive Council
May 21, 2008
Page 2

EXPLANATION

A Request for Proposal (RFP) was issued July 19, 2007. An email was sent to more than sixty (60) companies soliciting proposals. The RFP was posted on the Purchase and Property web site. The RFP was advertised in the Manchester Union Leader on July 26, 27 and 28. The companies that submitted an RFP proposal were: N.C. Cuthbert, Denville, NJ; SilverTech, Manchester NH; and Stellarware Corporation, Holebrook, MA. The selection committee's evaluation is attached. In addition to the obtaining the highest score for value, Stellarware is the lowest priced vendor. For example, Stellarware is not charging the State for help desk break/fix support services on the entire site through the life of this contract.

This contract will provide critical enhancement and support services relative to the New Hampshire Department of Labor's (NHDOL) web site. The NHDOL web site initially became an essential component of Labor's business processes in the year 2000, shortly after entering into a multi-year contract for web enhancement and support services. Under this contract the web site was enhanced to provide six (6) online State form submission applications, two (2) database lookup applications, an email news item application, over eighty (80) State form downloads and one thousand and seven pages of content. The web site is a 24x7 service to the New Hampshire workforce, providing eGovernment services that would otherwise need to be provided by State staff. The initial enhancement and support contract has expired and through this new contract NHDOL seeks to procure the same services for the next five years.

Stellarware will work directly with the NHDOL business leaders and the Office of Information Technology resources to support and maintain the NHDOL web site. The NHDOL web site is a valuable component in fulfilling the Department's mission to provide effective and efficient services to the New Hampshire workforce. The ever changing business requirements at Labor due to law and regulation changes and escalating security risks heightens the critical need to procure services from an outside vendor with the capability to support Labor and OIT in staying abreast of these requirements. The Office of Information Technology on behalf of the Department of Labor went through the request for proposal (RFP) process to solicit competitive bids for these services. The RFP included an enhancement project, options for long-term support and hourly rates for future enhancements.

The enhancement projects consist of the design and development of an online submission application for Workers Comp First Reports of Injuries and the redesign of Labor's web site user account application. Labor's current web site user account application falls short of meeting the State's current security standards and its redesign is critical to securing data stored and processed on the site. The enhancement project also includes the design and development of the First Report of Injury online submission application that will incorporate the new web account management application. These two applications will be designed and developed simultaneously to facilitate a robust acceptance testing effort. The First Report of Injury application will provide registered users (employers and workers compensation carriers) the mechanism to file work related injury reports to Labor. Effective July 1st of 2006 New Hampshire State law requires all First Reports of Injuries to be filed electronically to the NH Department of Labor unless it causes undue financial expenses. This First Report of Injury online submission application will provide a low cost solution for employers and their carriers to comply with this State law.

Regarding the long-term support options, it is Stellarware's policy to provide help desk break/fix support at no cost on those components of a web site they have developed and are actively under contract for support and enhancement services. Stellarware's staff were involved as subcontractors in Labor's previous multi-year contract to provide support and enhancement services. Stellarware will provide help desk break/fix support for all components of the NHDOL web site at no cost for the life of this contract.

The New Hampshire Department of Labor's Information Technology Plan contains multiple future projects that will require enhancements to the NHDOL web site. Stellarware's future hourly rates were the lowest of all vendors submitting proposals. As Labor business requirements dictate enhancements, these projects will be scoped and statements of work drawn up with not to exceed pricing based on the hourly rates submitted by Stellarware in their RFP proposal. Funding for these projects will require approval by the Governor and Executive Council. Help desk break/fix support from Stellarware will remain at no cost to the State on all current and future NHDOL web components for the life of this contract.

This contract meets the Department's critical business needs in the following ways:

Ongoing Security Maintenance

NHDOL computer applications capture and store a variety of confidential data on individuals that make up the New Hampshire workforce. As these applications move to the web a new set up challenges develop to maintain this data in a secure environment. A project scheduled for State fiscal year 2009 will involve Stellarware performing a complete analysis of all current applications and code on the NHDOL web site and reporting on vulnerabilities and recommended solutions. Identifying security risks is an ongoing project and the solutions may require enhancements to components on the web.

Attorney Interface Project

NHDOL provides case dispute resolution between Workers Comp claimants and their opposing parties. These disputes can magnify or create medical and/or financial hardships for the claimant. The timely resolution of these disputes is critical to providing the best service to the NHDOL customers and external business partners. The future planned attorney interface project involving the web and is listed in Labor's Information Technology plan will address this strategic issue. This project will provide attorneys limited access to their Labor calendars for the purpose of identifying availability dates

and times in their calendars. This project will also provide an alert mechanism to inform these attorneys when they have been booked for a Labor hearing. This will allow these attorneys to adjust their own office calendars sooner to blocking future events from creating time conflicts. A third deliverable of the project is a timely communication mechanism back to Labor on the attorney availability acknowledgement status. A timely notification of a conflict will enhance Labor's ability to reschedule a new hearing involving different parties into the same date and time slot.

His Excellency, Governor John Lynch
and the Honorable Executive Council
May 21, 2008
Page 4

Subsequent Report of Injury Submissions

NHDOL is a revenue-generating agency into the general funds. This revenue comes in the form of fines to the external business partners. NHDOL is under ongoing lobbying from these external business partners to provide more efficient and effective methods for doing business. The RFP First Report of Injury online submission project and future planned Subsequent Report of Injury online submission projects will provide a mechanism for employers and carriers to file data electronically to Labor.

Maintaining an Educated and Informed NH Workforce

The ever changing Labor rules and regulations affecting employers and workers in New Hampshire require constant effort on developing new methods to educate and inform the parties involved. The NHDOL web site plays a major role in informing the NH workforce of changes and educational and training opportunities.

Doing More with Less

NHDOL is constantly tasked with trying to do more with less. The NHDOL web site is a 24x7 service to the New Hampshire workforce, providing eGovernment services that would otherwise need to be provided by State staff.

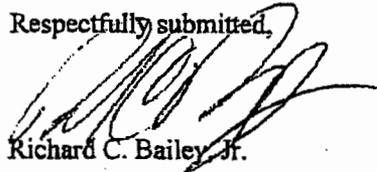
Without this agreement NHDOL would be unable to respond timely to newly identified security risks. Development of new eGovernment applications would be tabled and this could result in organizations doing business in New Hampshire viewing the State as unfriendly.

The contract is included in the Department of Labor Agency Information Technology Plan, as approved by the IT Council on October 18, 2005, illustrated in initiative #138 Web Site Support and Development of the New Hampshire Information Technology Plan 2005-2009.

OIT estimates that the 100% Other funds will be 100% Fee funded out of their Class 27 appropriation..

It is requested that approval of this action be given as detailed.

Respectfully submitted,



Richard C. Bailey Jr.

RCB/mee
RID # 4042



**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY**

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

May 21, 2008

David M. Wihby
Assistant Commissioner
Department of Labor
Spaulding Building
95 Pleasant Street
Concord, NH 03301

Dear Assistant Commissioner Wihby,

This letter represents formal notification that the Office of Information Technology (OIT) has approved the StellarWare Corporation contract for the benefit of the Department of Labor (NHDOL) as described below and referenced as OIT No. 2008-026. This project is a result of RFP# 2008-026

This is a request to enter into a contract for support and development services related to NHDOL's document management and workflow system (EDMS). The contract will become effective upon Governor and Council approval through June 30, 2013. The amount of the contract is not to exceed \$220,120.00. This project is set forth in the Department of Labor's Strategic Information Technology Plan 2005 - 2009, dated October 21, 2005, Appendix VI, Page 50, #138.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a white background.

Richard C. Bailey, Jr.

RCB/mee
2008-026 Contract
A&E RID# 4042

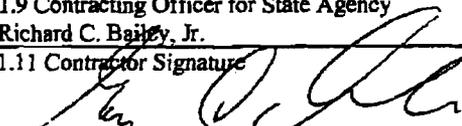
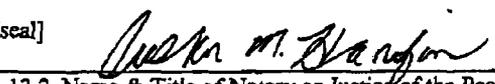
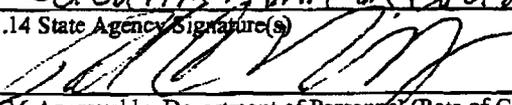
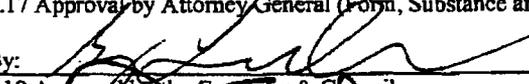
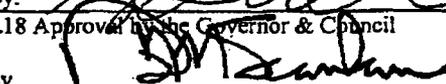
cc: Joseph Nadeau
Mary Ellen Emmerling

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work
Contract Document**

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Office of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Stellarware Corporation		1.4 Contractor Address 55 North Franklin Street Holbrook, MA 02343	
1.5 Account No. 010-003-1660-046-0465-03260009 BLN 17025	1.6 Completion Date June 30, 2013	1.7 Audit Date N/A	1.8 Price Limitation \$220,120.00
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603.223.5702	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor George French Vice President	
1.13 Acknowledgement: State of <i>MA</i> , County of <i>Norfolk</i> On <i>MAY 15, 2008</i> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Susan M. Hanifan, customer service</i>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Richard C. Bailey Jr.	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <i>5/20/08</i>			
1.18 Approval by the Governor & Council By:  DEPUTY SECRETARY OF STATE On: <i>JUN 04 2008</i>			

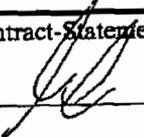
State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work
Contract Document

1.5 Account Number

SFY 08 \$ 70,120.00 010-003-1660-046-0465-032600009 BLN 17025
SFY 09 \$ 30,000.00 010-003-1660-046-0465-032600009 BLN 17192
SFY 10 \$ 30,000.00 010-003-1660-046-0465-032600009 TBD
SFY 11 \$ 30,000.00 010-003-1660-046-0465-032600009 TBD
SFY 12 \$ 30,000.00 010-003-1660-046-0465-032600009 TBD
SFY 13 \$ 30,000.00 010-003-1660-046-0465-032600009 TBD

2008-026 Requirements Contract-Statement of Work

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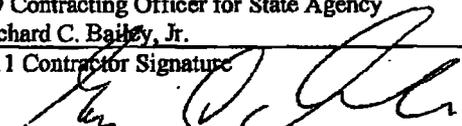
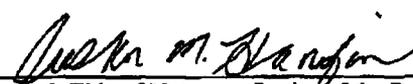
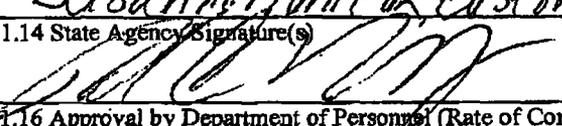
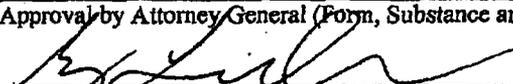
Page 2 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work
Contract Document**

CONTRACT AGREEMENT

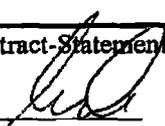
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1.13 Acknowledgement: State of <i>MA</i> , County of <i>Norfolk</i> On <i>MAY 15, 2008</i> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace <i>Susan M. Hanifan, CUSTOMER SERVICE</i>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Richard C. Bailey Jr.	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <i>5/20/08</i>			
1.18 Approval by the Governor & Council By: _____ On: _____			

2008-026 Requirements Contract-Statement of Work

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5/13/2008

Page 1 of 33

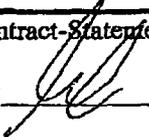
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2008-026 Requirements Contract-Statement of Work

Initial All Pages:

STELLARWARE's initials: 

5/13/2008

Page 2 of 33

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work

TABLE OF CONTENTS

TERMS AND DEFINITIONS	4
1. CONTRACT DOCUMENTS.....	12
1.1 CONTRACT DOCUMENTS.....	12
1.2 ORDER OF PRECEDENCE.....	12
1.3 NON-EXCLUSIVE, FIRM FIXED PRICE CONTRACT.....	13
2. CONTRACT TERM.....	13
2.1 TERM.....	13
3. COMPENSATION	13
3.1 CONTRACT PRICE.....	13
4. CONTRACT MANAGEMENT.....	14
4.1 STELLARWARE CONTRACT MANAGER	14
4.2 STELLARWARE PROJECT MANAGER	14
4.3 STELLARWARE KEY PROJECT STAFF	15
4.4 STATE CONTRACT MANAGER.....	16
4.5 STATE PROJECT MANAGER.....	17
4.6 STATE MEETINGS AND REPORTS.....	17
4.7 STATE-OWNED DOCUMENTS AND DATA	18
4.8 RECORDS RETENTION AND ACCESS REQUIREMENTS	19
4.9 ACCOUNTING REQUIREMENTS	19
4.10 BACKGROUND CHECKS.....	19
5. DELIVERABLES	ERROR! BOOKMARK NOT DEFINED.
5.1 DELIVERABLES AND SERVICES	20
5.2 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE	20
6. SOFTWARE.....	20
7. WARRANTY.....	20
8. SERVICES.....	20
8.1 ADMINISTRATIVE SERVICES	21
9. WORK PLAN DELIVERABLE.....	21
10. CHANGE ORDERS	21
11. INTELLECTUAL PROPERTY.....	22
11.1 STATE'S BUSINESS	22
11.2 STELLARWARE'S MATERIALS	22
11.3 COPYRIGHT	22
11.4 CUSTOM SOFTWARE SOURCE CODE	23
11.5 SURVIVAL.....	23

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

12.	USE OF STATE'S INFORMATION, CONFIDENTIALITY	23
12.1	USE OF STATE'S INFORMATION	23
12.2	STATE CONFIDENTIAL INFORMATION	23
12.3	STELLARWARE CONFIDENTIAL INFORMATION	23
12.4	SURVIVAL	24
13.	GENERAL PROVISIONS	24
13.1	CONDITIONAL NATURE OF CONTRACT	24
13.2	COMPLIANCE BY STELLARWARE WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY	24
13.3	REGULATORY/GOVERNMENT APPROVALS	25
13.4	ACCESS/COOPERATION	25
13.5	PERSONNEL	25
13.6	DISPUTE RESOLUTION	26
13.7	TERMINATION	26
13.8	FORCE MAJEURE	29
13.9	STELLARWARE'S RELATION TO THE STATE	30
13.10	ASSIGNMENT, DELEGATION AND SUBCONTRACTS	30
13.11	INDEMNIFICATION	31
13.12	LIMITATION OF LIABILITY	31
13.13	INSURANCE	32
13.14	WAIVER IN EVENT OF DEFAULT	32
13.15	NOTICE	32
13.16	AMENDMENT	33
13.17	CONSTRUCTION OF CONTRACT AND TERMS	33
13.18	THIRD PARTIES	33
13.19	HEADINGS	33
13.20	CONTRACT EXHIBITS	33
13.21	SURVIVAL	33
13.22	ENTIRE CONTRACT	33

TERMS AND DEFINITIONS

The following terms and definitions apply to this contract.

Acceptance	An Acceptance letter that provides notice from the State that a Deliverable has satisfied per the Acceptance Test and/or Review.
Acceptance Period	The time frame during which the Acceptance Test is performed.
Acceptance Test Plan	A document listing scenarios and stress points that will be performed against a Deliverable to determine whether the Deliverable is acceptable to the State.
Acceptance Test and Review	Tests performed to determine that no defects exist in the application Software.

2008-026 Requirements Contract-Statement of Work

Initial All Pages:

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Page 4 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

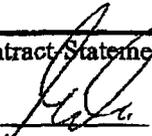
Agency	"Agency" shall mean any board, department, commission, hospital, sanitarium, home, library, school, college, prison or other institution conducted or operated by or for the state of New Hampshire, per reference RSA 21-I:11.
Best and Final Offer (BAFO)	For negotiated procurements, a Contractor's final offer following the conclusion of discussions.
Bureau of Purchase and Property	The State of New Hampshire, Department of Administrative Services, Purchasing Division
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Contractor's written Certification and full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Cloaking Capabilities	A technique used to deliver one page to a search engine for indexing to protect the meta Data.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure.
Contract / Contract Documents	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the offer submitted in response to the RFP, the Contract award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the State in all Contract administration activities.
Contractor	The Contracted Vendor Company that will perform the duties and Specifications of the Contract.
Data	State's records, files, forms, Data and other documents or information that will be converted by Vendor for processing.
Deficiencies	A failure, Deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency - Software - Critical, does not allow System to

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

	<p>operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the service</p>
Deliverable(s)	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Vendor to the State or under the terms of a Contract Requirement.
Department	A State Agency.
Department of Administrative Services	A State Agency.
DOL	Department of Labor
Deployment	Activities that make a Software System available for use.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DTE	Development of Testing Environment
Effective Date	The date on which an agreement, such as a Contract, takes effect.
EDI	Electronic Data Interchange.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by change orders
BOM	End of Month
EST	Eastern Standard Time
Executive Summary	A high level overview of the Vendor's proposed Solution and Services.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the contract.
FROIDS	First Report of Injury Design Solution.
FTP	File Transfer Protocol. A commonly used protocol for exchanging files over any network that supports TCP/IP protocol.

2008-026 Requirements Contract Statement of Work

Initial All Pages:

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5/13/2008

Page 6 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

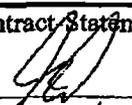
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Help Desk Issue Classifications	<p>The purpose of a Help Desk Issue Classification is to set the priority on gaining the issue resolution. State resources will be the sole authority for classifying each Help Desk Issue. Failure by the Vendor to comply with the effort Requirements set forth under each classification will subject the Vendor to possible forfeit of that month's Help Desk payment.</p> <p>Class A Issue – This type of issue or problem with the site prevents users from performing their intended work or task. The issue has already affected numerous (>10) users or State resources believe it has the potential to affect numerous (>10) users in the short term. These issues require top priority and continuous around the clock effort on both the Vendor and state resources to correct the problem.</p> <p>Class B Issue – This type of issue or problem with the site prevents a user from performing their intended work or task. The issue has the potential to affect numerous users, but State resources believe the impact will be minimal in the short term. These issues require high priority and need to be corrected promptly, but does require around the clock effort to correct the problem. Daily status reports from the Vendor are required on the progress of each outstanding Class B Issue.</p> <p>Class C Issue – This type of issue or problem with the site is cosmetic in nature and does not prevent a user from performing their intended work or task. These issues do not require top or high priority, but need to be solved in timely manner with weekly status reports in the case where the resolution requires more than a week.</p>
IAIABC	International Association of Industrial Accident Boards and Commissions which is a not-for-profit trade association representing government agencies charged with the administration of workers' compensation Systems throughout most of the United States and Canada, and other nations and territories.
Implementation	The process for making the fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the to full operation, and includes without limitation, training, business and technical procedures.
Information	Refers to the tools and processes used for the gathering, storing,

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

Technology (IT)	manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information processing, telecommunications, and various audio and video technologies.
Installation Date	The date that the Vendor completes installation and certifies such completion in writing to the State.
Internet	An electronic communications network that connects computer networks and organizational computer facilities around the world.
Inquiry Period	The time Vendors may ask a question about the RFP.
Key Staff	Vendor's staff that have a significant areas of responsibility and experience regarding this RFP and Contract.
Licensee	The State of New Hampshire.
NHDOL	New Hampshire Department of Labor.
NHDOL Staff Secure Site	The area of the NHDOL Web site that is only accessible and used by NHDOL employees.
Non Exclusive Contract	A Contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service.
Non-Software Deliverables	Deliverables that are not Software Deliverables, e.g., meetings, help support, Services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's direction to the Contracted Vendor to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
OLSF	On Line submission capability of NHDOL State Forms
Operational	The unit is in production and working at full capacity and is available for use by the State in its daily operations, and the State has issued an Acceptance letter.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
P&P	The State of New Hampshire, Department of Administrative Services, Purchase and Property Division
PDF	Portable Document Format, a file format developed by Adobe Systems.
Point of Contact	The State employee who receives all inquiries concerning this RFP.
Pre-registered user	A user of the NHDOL Web site that has requested authorization to an area or application on the site and the NHDOL has granted them

2008-026 Requirements Contract Statement of Work

Initial All Pages:

STELLARWARE's initials: 

5/13/2008

Page 8 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

	authority and provided them with a userid and password to authenticate into the site.
Production Cut Over Date	A date agreed upon by the State and Vendor following State Acceptance of the Deliverable for which the Deliverable is to be implemented into production.
Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Project Team	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project plan on time, on budget and to the required Specifications and quality.
Project Manager(s)	The persons identified who shall function as the State's and Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	Key Staff and Project Manager.
Project Work Plan	Each Project shall have a set of specific Deliverables.
Proposal	The submission from a Contractor in response to the RFP .
Requirement	A singular documented need of what a particular product or service should be or do
Public User	Any individual that uses the NHDOL Web site.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review contained in the Statement of Work for a Deliverable. If none is specified then five (5) business days will apply.
RFP.(Request for Proposal)	A Request For Proposal which solicits Vendor Proposals to satisfy State functional Requirements by supplying Data processing product and/or service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
SDM	Software Development Methodology
Service Level Agreement (SLA)	A signed agreement between the Contractor and the State specifying the level of service that is expected and provided by the Contractor during the term of the Contract.
Services	The work or labor to be performed by the Contracted Vendor on the Project as described in the Contract.
Software	All custom Software and System Software provided by the Contractor under the Contract
Software Deliverables	Any set of programs provided by the Vendor to the State or under the terms of a Contract Requirement that perform specific tasks.
Software Development	A common and uniform standard for all application development. This life cycle model and System development methodology is

2008-026 Requirements Contract-Statement of Work

Initial All Pages:

STELLARWARE's initials:

5/13/2008

Page 9 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

Methodology	appropriate across state agencies.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the Requirements and terms of the Specifications. The off-the-shelf software and configured software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the Requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and Requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	State of New Hampshire, Office of Information Technology and all applicable State Agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic Requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design Requirements, the roles and responsibilities of the State and Contractor. The SOW defines the results that Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State Systems in electronic or paper format.
State Fiscal Year	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
Technical Documentation	Direction to Contractor, which fills in details, clarifies, interprets, or specifies technical Requirements. It must be: (1) consistent with the Statement of Work; (2) not constitute a new assignment; and

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

	(3) not change the terms, documents of Specifications of the SOW.
Test Plan	An outline of tasks to be performed to ensure the System delivers intended results.
Transmittal Form Letter	The document that Vendors must use to respond to this RFP.
Vendor	Any individual, firm, or corporation invited to submit a Proposal to supply Data processing Software and Services capable of satisfying State specified Requirements.
Vendor Conference	A State of NH event sponsored for Vendors to inquire about this RFP.
WAA	Web Attorney Access
Warranty Period	That period following the Acceptance date during which Contractor will provide Software product support and/or maintenance to the State at no charge, subject to any extensions for defect correction.
Warranty Services	The Services to be provided during the Warranty Period.
Warranty Releases	Software code that is provided to the State as a remedy for defects documented during the Warranty Period.
Web	The System that operates over the Internet which is used to serve Web pages and transfer files.
Web Development and Support Solution	The Project as described in RFP 2008-026 and the subsequent Contract.
Web Support	A range of Services providing assistance in the administering and maintaining of the NHDOL Web site.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. Each revision to the Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State.
Workplace Safety unit	A unit within the NHDOL responsible for monitoring and educating employers throughout the State on workplace safety
Written Deliverables	Non-software written Deliverable documentation (letter, report, manual, book, other) provided by Vendor either in paper or electronic format.
WSE	Web Security Enhancement

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

This Contract is by and between the State of New Hampshire, the Office of Information Technology for the benefit of the Department of Labor ("State"), and Stellarware Corporation, a Massachusetts Corporation, ("STELLARWARE"), having its principal place of business at 55 North Franklin Street, Holbrook, MA 02343 to provide Web site support and development Services. STELLARWARE shall augment the Department of Labor's (DOL) current staff in supporting and enhancing the NH DOL Web site.

RECITALS

The State desires to have STELLARWARE provide Web site support and development Services for the Office of Information Technology for the benefit of the NH DOL.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Requirements- Contractor Responses
- g. Exhibit F Work Plan
- h. Exhibit G Warranty
- i. Exhibit H Agency RFP with Addendums, by reference
- j. Exhibit I Contractor Proposal, by reference
- k. Exhibit J Certificate of Vote
- l. Exhibit K Certificate of Authority
- m. Exhibit L Certificate of Insurance
- n. Exhibit M Proposal Transmittal Form Letter
- o. Exhibit N Required Work Procedures

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6.

2008-026 Requirements Contract-Statement of Work

Initial All Pages:

STELLARWARE's initials: *SW* 5/13/2008

Page 12 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

4. CONTRACT MANAGEMENT

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

4.1 STELLARWARE Contract Manager

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

George French
Vice President
55 North Franklin Street
Holbrook, MA 02343
TEL: 781-~~575-9399~~ 786-1400
Cell: 781-964-6600
FAX: 781-~~843-3973~~ 623-8030
EMAIL: gfrench@stellarsites.com

4.2 STELLARWARE Project Manager

4.2.1 Contract Project Manager

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

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

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Statement of Work**

Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.

- 4.3.2 STELLARWARE shall not change any STELLARWARE Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of STELLARWARE Key Project Staff will not be unreasonably withheld. The replacement STELLARWARE Key Project Staff shall have comparable or greater skills than the STELLARWARE Key Project Staff being replaced; meet the Requirements of the Contract, including but not limited to the Requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described above in SOW Section 4.2.1 and in SOW Section 4.10: *Background Checks*.
- 4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare STELLARWARE in default and to pursue its remedies at law and in equity, if STELLARWARE fails to assign Key Project Staff meeting the Requirements and terms of the Contract.

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

Key Members of the STELLARWARE Team are:

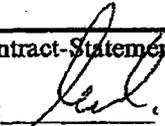
Title	Name	Function
Project Manager	George French	Project Management / Administration
Technical Manager	John McLaughlin	Design / Task Assignment / Development
Lead Programmer	Joanne Huffman	Design / Development
Web Programmer	Chris Collier	Development
Systems Admin / Web Programmer	Mike Kastelein	Systems Admin / Development

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:

2008-026 Requirements Contract-Statement of Work

Initial All Pages:

STELLARWARE's initials: 

5/13/2008

Page 16 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

Richard C. Bailey
Chief Information Officer
Office of Information Technology
29 Hazen Drive
TEL: (603) 223-5702
FAX: (603) 271-6531
EMAIL: richard.c.bailey@oit.nh.gov

4.5 State Project Manager

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Joseph Nadeau
Office of Information Technology
At Department of Labor
95 Pleasant Street
TEL: (603) 271-6872
FAX: (603) 271-6149
EMAIL: joseph.nadeau@oit.nh.gov

4.6 State Meetings and Reports

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

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

Introductory Meeting: Participants will include STELLARWARE Key Project Staff and State Project Leaders from both STELLARWARE and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

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

Status Meetings: Participants will include, at the minimum, the STELLARWARE Project Manager and the State Project Manager. These meetings, which will be conducted at least monthly, will address overall Project status, error report Reviews and any additional topics needed to remain on Schedule and within budget. A status and error report from STELLARWARE shall serve as the basis for discussion.

The Work Plan: must be Reviewed at each Status Meeting and updated, at minimum, on a monthly basis, in accordance with the Contract.

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

The STELLARWARE Project Manager or STELLARWARE 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. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming monthly period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

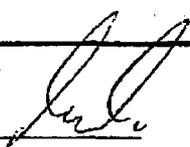
As reasonably requested by the State, STELLARWARE shall provide the State with information or reports regarding the Project. STELLARWARE shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested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

4.7 State-Owned Documents and Data

STELLARWARE shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, STELLARWARE 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. State-Owned Documents must be provided in both printed and electronic format.

2008-026 Statement of Work

Initial All Pages:

STELLARWARE's initials: 

5/13/2008

Page 18 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

4.8 Records Retention and Access Requirements

STELLARWARE 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.

STELLARWARE 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. STELLARWARE 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 all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying State and federal officials. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. STELLARWARE shall include the record retention and Review Requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the STELLARWARE's cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4.9 Accounting Requirements

STELLARWARE 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.

4.10 Background Checks

The State may, at its sole expense, conduct background screening of the STELLARWARE Project Manager and STELLARWARE Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

5. DELIVERABLES

5.1 Deliverables and Services

STELLARWARE shall provide the State with the Deliverables and Services required under this Contract, and as more fully set forth herein and in Contract Exhibit A: *Contract Deliverables*.

5.2 Non-Software and Written Deliverables Review and Acceptance

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

6. SOFTWARE

Not Applicable.

7. WARRANTY

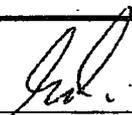
STELLARWARE shall provide the Warranties and Warranties Services set forth in Contract Exhibit K: *Warranty and Warranty Services*.

8. SERVICES

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

2008-026 Statement of Work

Initial All Pages:

STELLARWARE's initials: 

5/13/2008

Page 20 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

8.1 Administrative Services

STELLARWARE shall provide the State with the Administrative Services set forth in Contract Exhibit D: *Administrative Services*.

9. WORK PLAN DELIVERABLE

STELLARWARE 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 F: *Work Plan*. STELLARWARE shall update the Work Plan as necessary, but no less than weekly, 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 must be approved by the State, in writing, prior to final incorporation into Contract Exhibit F: *Work Plan*. The updated Contract Exhibit F: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit F: *Work Plan* shall not relieve STELLARWARE from liability to the State for damages resulting from STELLARWARE'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, STELLARWARE must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of STELLARWARE or the State causing the problem; its estimated duration; 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 STELLARWARE 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 STELLARWARE's failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

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

STELLARWARE 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 STELLARWARE's requested Change Order within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

All Change Orders shall be subject to the Contract amendment process, as determined to apply by the State.

11. INTELLECTUAL PROPERTY

11.1 State's Business

The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with STELLARWARE. The State may not re-license, rent or lease the Software or use the Software for third-party training, commercial time-sharing, or service bureau use.

11.2 STELLARWARE's Materials

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

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.

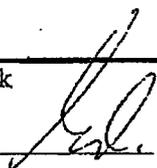
11.3 Copyright

11.3.1 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.

2008-026 Statement of Work

Initial All Pages:

STELLARWARE's initials: 

5/13/2008

Page 22 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

11.4 Custom Software Source Code

STELLARWARE shall deliver all applicable source code and libraries required to support the NH DOL Web site.

11.5 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, STELLARWARE may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*). STELLARWARE shall not use the State Confidential Information except as directly connected to and necessary for STELLARWARE's performance under the Contract, unless otherwise permitted under the Contract.

12.2 State Confidential Information

STELLARWARE shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to STELLARWARE in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. STELLARWARE shall immediately notify the State if any request, subpoena or other legal process is served upon STELLARWARE regarding the State Confidential Information, and STELLARWARE 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, STELLARWARE shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 STELLARWARE Confidential Information

Insofar as STELLARWARE seeks to maintain the confidentiality of its Confidential Information, STELLARWARE must clearly identify in writing all information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that STELLARWARE considers the Software and Documentation to be Confidential Information. STELLARWARE acknowledges that the State is subject to State and federal

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

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 STELLARWARE as confidential, the State shall notify STELLARWARE and specify the date the State will be releasing the requested information. At the request of the State, STELLARWARE shall cooperate and assist the State with the collection and Review of STELLARWARE's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be STELLARWARE's sole responsibility and at STELLARWARE's sole expense. If STELLARWARE 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 STELLARWARE, without any liability to STELLARWARE.

12.4 Survival

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving STELLARWARE notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

13.2 Compliance by STELLARWARE with Laws and Regulations: Equal Employment Opportunity

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

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

local, State and federal licensing Requirements and standards necessary in the performance of the Contract.

13.2.2 During the term of the Contract, STELLARWARE shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, STELLARWARE 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 issues to implement these regulations. STELLARWARE further agrees to permit the State or United States, access to any of STELLARWARE's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Government Approvals

STELLARWARE shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide STELLARWARE with access to program files, libraries, personal computer-based Systems, software packages, network Systems, security Systems, and hardware.

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

13.5 Personnel

13.5.1 The performance of STELLARWARE's obligations under the Contract shall be carried out by STELLARWARE. STELLARWARE shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform STELLARWARE's obligations under the Contract.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

13.5.2 STELLARWARE shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The Chief Information Officer ("CIO") of the Office of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

13.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	George French Vice President	Joseph Nadeau State Project Manager (PM)	5 Business Days
First	George French Vice President	George Wihby NH DOL Assistant Commissioner	10 Business Days
Second	John McLaughlin Owner	State Chief Information Officer (CIO)	15 Business Days

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

13.7 Termination

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide STELLARWARE written notice of default, and STELLARWARE must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If STELLARWARE fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare STELLARWARE in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares STELLARWARE in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to STELLARWARE under this Contract;

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

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

13.7.1.2 In the event of default by the State, STELLARWARE shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by STELLARWARE, except in event of a payment default by the State, STELLARWARE shall provide the State with written notice of default, and the State shall cure the default within fifteen (15) business days of such notice.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to STELLARWARE. In the event of a termination for convenience, the State shall pay STELLARWARE the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. For Deliverables which STELLARWARE has started; yet not completed, the State shall pay STELLARWARE based upon Exhibit B: *Price and Payment Schedule*, Table 1: *Deliverable Payment Schedule*, and Table 3: *Future Vendor Rates Worksheet*, and any relevant State purchase order. Amounts for Services provided prior to the date of termination for which Acceptance has not been provided, but which has not been rejected, shall be paid in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract. Amounts for Services 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.

During the thirty (30) day period, STELLARWARE 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.

13.7.3 Termination for Conflict of Interest

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance. The State shall pay all other contracted payments that would have become due and payable if STELLARWARE did not know, or reasonably did not know, of the conflict of interest.

In the event the Contract is terminated as provided above and STELLARWARE knew or should have known of such a conflict, the State shall be entitled to declare STELLARWARE in default, and to pursue remedies available at law and in equity.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

13.7.4 Termination Procedure

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

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

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 SOW Section;

Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of STELLARWARE and in which the State has an interest;

Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

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

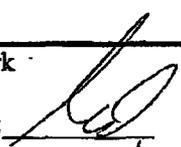
Assist in Transition Services, as reasonable requested by the State at no additional cost.

13.8 Force Majeure

Neither STELLARWARE nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include STELLARWARE's inability to hire or provide personnel needed for STELLARWARE's performance under the Contract.

2008-026 Statement of Work

Initial All Pages:

STELLARWARE's initials: 

5/13/2008

Page 29 of 33

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

13.9 STELLARWARE's Relation to the State

In the performance of the Contract, STELLARWARE is in all respects an independent Contractor, and is neither an agent nor an employee of the State. Neither STELLARWARE nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.10 Assignment, Delegation and Subcontracts

13.10.1 STELLARWARE 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.

STELLARWARE 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: not relieve STELLARWARE of any of its obligations under the Contract; not affect any remedies available to the State against STELLARWARE that may arise from any event of default; and the State shall consider STELLARWARE to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. 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.

Notwithstanding the foregoing, nothing herein shall prohibit STELLARWARE from assigning the Contract to the successor of all or substantially all of the assets or business of STELLARWARE provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that STELLARWARE should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with STELLARWARE, its successors or assigns for the full remaining term of the Contract; continue under the Contract with STELLARWARE, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to STELLARWARE, its successors or assigns.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

13.11 Indemnification

13.11.1 **STELLARWARE shall indemnify, defend 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 STELLARWARE, its personnel or agents in connection with STELLARWARE's performance of the Contract.**

13.11.2 **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.**

13.11.3 Survival

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 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 STELLARWARE shall not exceed one and half (1.5) times the total Contract price set forth in SOW Section 1.8 of the General Provisions form (P-37).

13.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall STELLARWARE be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and STELLARWARE's liability to the State shall not exceed one and a half (1.5) times the total Contract price set forth in SOW Section 1.8 of the General Provisions form (P-37). Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to STELLARWARE's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

13.12.3 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.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work**

13.12.4 Survival

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract Conclusion.

13.13 Insurance

13.13.1 STELLARWARE Insurance Requirement

STELLARWARE shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

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

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

13.14 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of STELLARWARE.

13.15 Notice

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

TO STELLARWARE:

Stellarware Corporation
55 North Franklin Street
Holbrook, MA 02343
Tel: (781)-848-5180

TO STATE:

State of New Hampshire
Office of Information Technology
49 Donovan Street
Concord, NH 03301
Tel: (603) 271-3176

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Contract
Statement of Work

13.16 Amendment

The Contract 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.

13.17 Construction of Contract and Terms

The Contract 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 successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.18 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

13.19 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

13.20 Contract Exhibits

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

13.21 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 SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

13.22 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit A
Contract Deliverables

1. DELIVERABLES, MILESTONES AND ACTIVITIES

STELLARWARE shall provide the State with the Deliverables which will meet and perform in accordance with the Specifications.

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

The Deliverables are set forth in the Schedule described below in Section 2.

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

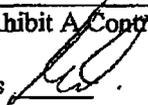
2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.2 Delivery Schedule – Activities / Deliverables / Milestones

Reference Number/ Project	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
FYAE08	FY08 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$17,700)	Written	06/04/08	\$ 17,700
TBST	Create NHDOL Web Testing Environment (\$6,520)	Written	06/22/08	\$ 6,520
SECURITY	Security Review and Analysis (\$12,300)	Written	06/30/08	\$ 12,300
FROID/WAM	Project Work Plan - \$33,600	Written	06/04/08	
FROID/WAM	Conduct Project Kickoff Meeting - Initiation Phase	Non-Software	06/04/08	
FYAB09	FY09 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/08	\$ 30,000

2008-026 Requirements Exhibit A Contract Deliverables

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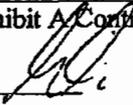
STELLARWARE's Initials 

5/13/2008

Page 1 of 2

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit A
Contract Deliverables**

FROID/WAM	Software Configuration Plan	Written	07/23/08	
FROID/WAM	Conduct Unit, System and User Acceptance Testing	Non-Software	08/06/08	
FROID/WAM	Conduct Training	Non-Software	08/21/08	
FROID/WAM	Knowledge Transfer	Written	09/04/08	
FROID/WAM	Implementation	Non-Software	09/04/08	\$ 28,560
FROID/WAM	Conduct Project Exit Meeting	Non-Software	09/04/08	
FROID/WAM	30 Warranty Period	Non-Software	10/04/08	
FROID/WAM	Hold Back Payment – 15% Of Project	Non-Software	10/04/08	\$ 5,040
FYAE10	FY10 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/09	\$ 30,000
FYAE11	FY11 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/10	\$ 30,000
FYAE12	FY12 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/11	\$ 30,000
FYAE13	FY13 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/12	\$ 30,000
	TOTAL CONTRACT PRICE			\$220,120

2008-026 Requirements Exhibit A Contract Deliverables
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STELLARWARE's Initials  5/13/2008

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit B
Price and Payment Schedule

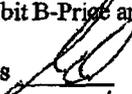
1. DELIVERABLE PAYMENT SCHEDULE

This is a Firm Fixed Price (FFP) Contract totaling \$220,120 for the period between the Effective Date through June 30, 2013. STELLARWARE shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow STELLARWARE to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number/ Project	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
FYAE08	FY08 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$17,700)	Written	06/04/08	\$ 17,700
TEST	Create NHDOL Web Testing Environment (\$6,520)	Written	06/22/08	\$ 6,520
SECURITY	Security Review and Analysis (\$12,300)	Written	06/30/08	\$ 12,300
FROID/WAM	Project Work Plan - \$33,600	Written	06/04/08	
FROID/WAM	Conduct Project Kickoff Meeting - Initiation Phase	Non-Software	06/04/08	
FYAE09	FY09 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/08	\$ 30,000
FROID/WAM	Software Configuration Plan	Written	07/23/08	
FROID/WAM	Conduct Unit, System and User Acceptance Testing	Non-Software	08/06/08	
FROID/WAM	Conduct Training	Non-Software	08/21/08	

2008-026 Requirements Exhibit B-Price and Payment Schedule

Initial All Pages:

STELLARWARE's Initials  5/13/2008

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**Exhibit B
Price and Payment Schedule**

FROID/WAM	Knowledge Transfer	Written	09/04/08	
FROID/WAM	Implementation	Non-Software	09/04/08	\$ 28,560
FROID/WAM	Conduct Project Exit Meeting	Non-Software	09/04/08	
FROID/WAM	30 Warranty Period	Non-Software	10/04/08	
FROID/WAM	Hold Back Payment – 15% Of Project	Non-Software	10/04/08	\$ 5,040
FYAE10	FY10 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/09	\$ 30,000
FYAE11	FY11 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/10	\$ 30,000
FYAE12	FY12 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/11	\$ 30,000
FYAE13	FY13 Annual Enhancements for RSA and business requirement changes with a 15% Hold Back due 30 days after Deliverable has Acceptance. (\$30,000)	Written	07/01/12	\$ 30,000
	TOTAL CONTRACT PRICE			\$220,120

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit B
Price and Payment Schedule**

Table 2: Initial Contract Term Vendor Rates Worksheet for FROID and Web Account Management (FROID/WAM)

Name Position Title	On-Site		Off-Site		Subtotal (Hours X Rates)
	Hours	Hourly Rate	Hours	Hourly Rate	
George French Project Manager	8	\$55.00	52	\$55.00	\$ 3,000
John McLaughlin Technical Manager	8	\$55.00	112	\$55.00	\$ 6,600
Joanne Huffman Lead Programmer	0	\$50.00	120	\$50.00	\$ 6,000
Chris Collier Web Programmer	4	\$50.00	154	\$50.00	\$ 7,900
Mike Kastelein Systems Admin and Web Programmer	4	\$50.00	132	\$50.00	\$ 6,800
TBD Stechnical Team Support	0	\$50.00	60	\$50.00	\$ 3,000
				Total	\$33,600

Table 2.1: Test Environment Project (TEST)

Activity	Hours	Rate	Cost
Create a development/test branch on DEVWEB2 for NH DOL staff	8	\$58.00	\$464.00
	16	\$75.00	1,200.00
Setup a subversion server	16	\$75.00	1,200.00
	8	\$58.00	464.00
Setup production, development, staging sites as subversion working copies	12	\$75.00	900.00
	8	\$58.00	464.00
Setup scripts to	12	\$75.00	900.00

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit B**

Price and Payment Schedule

automate updates of staging and production sites			
Import existing production code into Subversion	16	\$58.00	<u>928.00</u>
Total	96		\$6,520.00

Table 3: Future Vendor Rates Worksheet

Position Title	SFY 2008		SFY 2009		SFY 2010		SFY 2011		SFY 2012	
	On-Site	Off-Site								
Project Manager	\$75.00	\$75.00	\$76.88	\$76.88	\$79.18	\$79.18	\$81.56	\$81.56	\$84.00	\$84.00
Technical Manager	\$75.00	\$75.00	\$76.88	\$76.88	\$79.18	\$79.18	\$81.56	\$81.56	\$84.00	\$84.00
Programmer	\$58.00	\$58.00	\$59.45	\$59.45	\$61.23	\$61.23	\$63.07	\$63.07	\$64.96	\$64.96
Designer	\$58.00	\$58.00	\$59.45	\$59.45	\$61.23	\$61.23	\$63.07	\$63.07	\$64.96	\$64.96
Copywriter	\$58.00	\$58.00	\$59.45	\$59.45	\$61.23	\$61.23	\$63.07	\$63.07	\$64.96	\$64.96
Database Developer	\$62.00	\$58.00	\$63.55	\$59.45	\$65.46	\$61.23	\$67.42	\$63.07	\$69.44	\$64.96
Application Developer	\$60.00	\$58.00	\$61.50	\$59.45	\$63.35	\$61.23	\$65.25	\$63.07	\$67.20	\$64.96

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$220,120. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to STELLARWARE for all fees and expenses, of whatever nature, incurred by STELLARWARE 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

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

Exhibit B

Price and Payment Schedule

correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Logistics Bureau – Accounts Payable
Office of Information Technology
State of New Hampshire
49 Donovan Street
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Stellarware Corporation
Attn: Accounts Receivable
55 North Franklin Street
Holbrook, MA 02343

5. OVERPAYMENTS TO STELLARWARE

STELLARWARE shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold fifteen percent (15 %) of the price for each Deliverable, until successful conclusion of the Warranty Period.

8. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to STELLARWARE under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit C
Special Provisions**

1. INSURANCE AND BOND

Section 13.13 of Contract 2008-026 Statement of Work relating to insurance and bond requirements, Section 13.13.1 reads:

STELLARWARE shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

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

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

Section 13.13.1 is hereby amended to read:

STELLARWARE shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident; and

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit D
Administrative Services**

1. STATUS REPORTS

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

STELLARWARE shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. STELLARWARE's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. STELLARWARE must produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Staff time reporting
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

2. STATE-OWNED DOCUMENTS AND DATA

STELLARWARE shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, STELLARWARE shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format. STELLARWARE hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

STELLARWARE also agrees to the following:

STELLARWARE 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 the Contract. STELLARWARE shall retain all such records for three (3) years after the final payment on the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for six (6) years following the termination of litigation, including any appeals.

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. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit D
Administrative Services**

Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract expires, including any extensions, or six (6) year term following litigation, including any appeals. STELLARWARE 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 STELLARWARE's cost structure and profit factors shall be excluded from the State's review unless the Contract cost or any other material or Services provided under the Contract is calculated or derived from the cost structure or profit factors.

3. ACCOUNTING REQUIREMENTS

STELLARWARE 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.

4. WORK HOURS

STELLARWARE 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. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E
Priority Requirements-STELLARWARE Response

1. SYSTEM MAINTENANCE

1.1 STELLARWARE shall provide the following Deliverables:

Table 1.1 STELLARWARE Responses to Priority (or Mandatory) Requirements, Table of STELLARWARE Software Products as base for meeting Priority (or Mandatory) Requirements

As required, responses are either "Yes" or "No" where:

"Yes" indicates that the Deliverable *as proposed for New Hampshire* satisfies all aspects of the requirement fully without modification; and

"No" indicates that the Deliverable *as proposed for New Hampshire* satisfies all aspects of the requirement fully without modification.

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
General Requirements					
G-1	The Vendor shall participate in an initial kick-off meeting to initiate the project.	M	Included without modification		
G-2	The Vendor shall provide Project Staff as specified in the RFP.	M	Included without modification		
G-3	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks,	M	Included without modification		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
	deliverables, critical events, task dependencies, and payment schedule. The plan shall be updated no less than monthly.				
G-4	The Vendor will provide detailed monthly status reports on the progress of the project, which will include expenses incurred year to date.	M	Included without modification		
G-5	All user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the project documentation.	M	Included without modification		Technical and system documentation, project plans and status reports will be provided as Microsoft Word 2003 files. Project schedules will be provided as Adobe PDF documents or Microsoft Project files, if preferred. Correspondence will be through text based email. User documentation will be provided as HTML files to be incorporated directly into the appropriate areas

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
					of the web site and Shockwave Flash interactive demonstrations to be incorporated likewise.
G-6	The Vendor shall obtain written State approval for all Vendor staff assignments.	M	Included without modification		
G-7	The Vendor shall appoint a Project Manager subject to the prior approval of the State.	M	Included without modification		
G-8	The Vendor shall not change Key Staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence.	M	Included without modification		
SECURITY REQUIREMENTS					
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities.	M	Included without modification		
S-2	Verify the identity or	M	Included		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-**STELLARWARE** Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
	authenticate all of its human users before allowing them to use its capabilities.		without modification		
S-3	Enforce unique user names.	M	Included without modification		
S-4	Enforce user names of ten (10) characters or more. (Passwords must contain a combination of upper and lower case characters and at least one number or special character not defined as letters or numerals such as @,&!,)	M	Included without modification		
S-5	Enforce the use of complex passwords or phrases using capital letters, numbers and special characters.	M	Included without modification		
S-6	Prevent the reuse of old passwords.	M	Included without modification		
S-7	Expire passwords after a defined period of time. (Each Application to define time)	M	Included without modification		
S-8	Encrypt passwords.	M	Included without modification		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
S-9	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Included without modification		
S-10	Limit the number of people that can grant or change authorizations	M	Included without modification		
S-11	Enforce session timeouts during long periods of inactivity	M	Included without modification		
S-12	Prevent any undesirable programs or software from destroying or damaging data or the application itself.	M	Included without modification		
S-13	Prevent the unauthorized corruption of data collected from users.	M	Included without modification		
S-14	Validate user input prior to processing.	M	Included without modification		
S-15	The application shall not store authentication credentials or sensitive data in its code.	M	Included without modification		
S-16	Detect and record all attempted accesses that fail identification, authentication and authorization	M	Included without modification		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
	requirements.				
S-17	Make and store tamper-proof records to prevent parties to application transactions from denying that they have taken place.	M	Included without modification		
S-18	Allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Included without modification		
S-19	Display explicit error and exception handling when not executing as designed.	M	Included without modification		
S-20	Use only the software and system services designed for use.	M	Included without modification		
S-21	Application data shall be protected from unauthorized use when at rest.	M	Included without modification		
S-22	Keep any sensitive data or communications private from unauthorized individuals and programs.	M	Included without modification		
S-23	The application shall not violate its security requirements as a result of the upgrading of a data, software or hardware component.	M	Included without modification		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
Help Desk Support Plan					
HD-1	The Vendor shall provide support for the existing NHDOL web site as described in Section C 2.1: <i>Help Desk</i> .	M	Included without modification		
HD-2	The Vendor shall provide their help desk option plans.	M	Included without modification		
HD-3	The Vendor shall provide the hours of operation for each help desk plan	O	Included without modification		
HD-4	The Vendor shall provide their response time for each help desk option.	M	Included without modification		
HD-5	The vendor accepts the State's policy on Help Desk Issue Classification (See Appendix J: Help Desk Issue Classification Policy)	M	Included without modification		
HD-6	The Vendor will provide daily status updates, on all help desk issues, which are unresolved beyond the estimated resolution complete date.	M	Included without modification		
HD-7	The Vendor will provide an 800 toll free telephone line for the State's use.	O	Included without modification		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
HD-8	The Vendor shall provide a monthly subscription help desk price options.	O	Included without modification		
Help Desk Support Plan Cost					
HDS-1	The Vendor shall provide Appendix F: F-5 Web Site Help Desk Support Pricing Worksheet.	M	Included without modification		
HDS-2	The Vendor shall provide a Help Desk Support Plan based upon a maximum number of billable hours per month.	O	Included without modification		
HDS-3	The Vendor shall provide a Help Desk Support Plan based upon unlimited monthly usage.	O	Included without modification		
HDS-4	The Vendor shall provide a Help Desk Support Plan based upon a billable hourly rate after the maximum number of billable hours has been utilized by the State.	O	Included without modification		
HDS-5	The Vendor shall provide a Help Desk Support Plan based strictly on an hourly rate usage.	M	Included without modification		
Application Solutions Designs: Web Account Management Deliverable Solution Design and First Report of Injury Deliverable Solution Design					

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
ASD-1	The Vendor shall deliver all applicable source code and libraries required to support the web site.	M	Included without modification		
ASD-2	The Vendor shall work with State staff to develop detail specifications based on the functional specifications in Section C-2.2: <i>Web Account Management</i> and Section C-2.3: <i>First Report of Injury Deliverable Solution</i> .	M	Included without modification		
ASD-3	The Vendor shall develop all Web Account Management Deliverable Solution Design deliverables in accordance with the functional specifications in Section C-2.2: <i>Web Account Management</i> .	M	Included without modification		
ASD-4	The Vendor shall develop all First Report of Injury Deliverables in accordance with the functional specifications in Section C-2.3 : <i>First Report of Injury Deliverable Solution</i>	M	Included without modification		
ASD-5	The Vendor shall develop a detail First	M	Included without		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
	Report of Injury Deliverable Solution. Design and obtain a written approval statement from the State Project Manager.		modification		
ASD-6	The Vendor shall provide detailed monthly status reports on the progress of all in-progress projects, which will include expenses incurred since project inception.	M	Included without modification		
ASD-7	The Vendor shall maintain all user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence.	M	Included without modification		
ASD-8	The Vendor shall provide the formats that will be used to produce the project documentation.	M	Included without modification		Technical and system documentation, project plans and status reports will be provided as Microsoft Word 2003 files. Project schedules will be provided as Adobe PDF documents or Microsoft Project files, if preferred. Correspondence will be through

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
					text based email. User documentation will be provided as HTML files to be incorporated directly into the appropriate areas of the web site and Shockwave Flash interactive demonstrations to be incorporated likewise.
ASD--9	The Vendor shall provide a, not to exceed, expected response time for any and all web transactions being developed prior to sign-off by the State at the functional design level.	O	Included without modification		
ASD--10	The Vendor shall provide all graphics used on the site which are optimized for efficient delivery.	O	Included without modification		
ASD--11	The Vendor shall provide an application environment that must employ adequate security to ensure the integrity of the NHDOL web site.	M	Included without modification		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or O	Included W/O Modification	Not Included	Comments
ASD--12	The Vendor shall include its proposed Test Plan and Testing methodology.	O	Included without modification		
ASD-13	The Vendor shall comply with State Standards and Policies as referenced in Appendix L: <i>State System Development Methodologies</i> .	M	Included without modification		
ASD--14	The Vendor shall identify and list in their proposal all Software products and licenses that will be required to implement the Vendors design solution.	M	Included without modification		
ASD-15	The Vendor shall provide its proposed Software Development Methodology (SDM).	O		Not Included	
ASD--16	The Vendor shall follow the State's Software Development Methodology located at: http://www.nh.gov/oit/internet/vendors.php	O	Included without modification		
ASD--17	The Vendor shall follow the Vendor's state-approved Software Development Methodology or the State's SDM.	M	Included without modification		
Application Solutions Cost: Web Account Management Deliverable Solution Design					

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-**STELLARWARE** Response

Requirement Number	Requirement / Deliverable	M or O	Included w/o Modification	Not Included	Comments
and First Report of Injury Deliverable Solution Design					
ASDC-1	The Vendor shall provide the cost, delivery and payment dates for Table F-1: <i>Activities/ Deliverables/Milestones Pricing Worksheet.</i>	M	Included without modification		
ASDC-2	The Vendor shall provide the Appendix F-2: <i>Proposed Position – Initial Contract Term Vendor Rates Worksheet,</i>	M	Included without modification		
ASDC-3	The Vendor shall provide the Appendix F-3: <i>Proposed Vendor Staff and Resource Hours Worksheet.</i>	M	Included without modification		
ASDC-4	Vendor shall provide a Fixed Price Cost for all aspects of the Web Account Management and First Report of Injury Deliverable solution.	M	Included without modification		
Future Years Staff Hourly Rates / Costs					
	Future Rates				
FYS-1	The Vendor shall provide future hourly rates for each assigned Key Staff for the next five (5) years in	M	Included without modification		

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

Exhibit E

Priority Requirements-STELLARWARE Response

Requirement Number	Requirement / Deliverable	M or G	Included w/o Modification	Not Included	Comments
	Appendix F-4 - Future Vendor Rates Worksheet.				

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan**

STELLARWARE's Project Manager and the State Project Manager shall finalize the Work Plan within fifteen (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 STELLARWARE's plan to implement the Deliverables. Continued development and management of the Work Plan is a joint effort on the part of STELLARWARE and State Project Managers.

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

In conjunction with STELLARWARE's Project Management methodology, which shall be used to manage the Project's life cycle, the STELLARWARE team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and STELLARWARE team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with STELLARWARE's Work Plan and shall utilize Microsoft Project software to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the STELLARWARE and State Project Managers.

1. ASSUMPTIONS

A. General

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

B. Logistics

- The STELLARWARE Team may perform this Project at State facilities at no cost to STELLARWARE.
- The STELLARWARE Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The STELLARWARE Team shall honor all holidays observed by STELLARWARE or the State, although with permission, may choose to work on holidays and weekends.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**Exhibit F
Work Plan**

- The State shall provide adequate facilities for the STELLARWARE Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the STELLARWARE Team and shall be available when the Project begins.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within NHDOL Network 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. STELLARWARE 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 STELLARWARE and State Teams on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to NHDOL network.
- STELLARWARE assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State shall provide the hardware and operating System to host the Project's development and production instances. Hardware and operating System environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, System/integration testing, acceptance testing, training, and production). All instances shall be installed on similar hardware configurations and operating System.
- The State's hardware operating environment and supporting software shall meet STELLARWARE certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- All disk and memory requirements based on STELLARWARE's written recommendation shall be satisfied prior to the STELLARWARE Team assisting with any installation activities on the State's platform.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**Exhibit F
Work Plan**

- Designated State Systems personnel shall be available during normal working hours and for adjustments to operating Systems configurations and tuning.

E. Conversions

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

F. Project Schedule

- Deployment of the FROID and Web Account Management applications are planned to begin on June 1, 2008 with a planned go-live date of June 30, 2008.

G. Reporting

- STELLARWARE shall conduct at least monthly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management

- The STELLARWARE Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall Schedule and track attendance on all end-user training classes.

I. Performance Testing

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

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan

2. ROLES AND RESPONSIBILITIES

A. STELLARWARE Team Roles and Responsibilities

1) STELLARWARE Team Project Executive

The STELLARWARE Team's Project Executives (STELLARWARE 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 STELLARWARE Team Project Manager and the State's Project leadership on the best practices for implementing the STELLARWARE Software Solution within the State. The Project Executive shall participate in the definition of the Work Plan and provide guidance to the State's Team.

2) STELLARWARE Team Project Manager

The STELLARWARE 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 STELLARWARE Implementation Team. The STELLARWARE 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 STELLARWARE Team consultants to tasks in the Implementation Project according to the Scheduled staffing requirements;
- Define roles and responsibilities of all STELLARWARE Team members;
- Provide weekly and month 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) STELLARWARE Team

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan**

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- Assist with the transition to production.

4) STELLARWARE Team

The STELLARWARE team shall assume the following tasks:

- Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**Exhibit F
Work Plan**

1) State Project Manager

The State Project Manager shall work side-by-side with the STELLARWARE 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 STELLARWARE team;
- Assist the STELLARWARE 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 STELLARWARE Project Manager of any urgent issues if and when they arise; and
- Assist the STELLARWARE team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Experts (SMEs)

The role of the State SMEs 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 SMEs include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and Data;
- Assist in System, integration, and acceptance testing;
- Assist in performing conversion and integration testing and Data verification;

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan**

- Attend Project meetings when requested;
- Assist in training end users in the use of the STELLARWARE COTS Software Solution and the business processes the Application supports.

3) State Technical Lead and Architect

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

- Attend technical training as necessary to support the Project;
- Assist the State and STELLARWARE 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 STELLARWARE Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the STELLARWARE and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that STELLARWARE will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at BI-WEEKLY Project meetings.

4) State Application DBA (OIT)

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

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the STELLARWARE to finalize machine, site, and production configuration;
- Work with the STELLARWARE to finalize logical and physical Database configuration;
- Work with the STELLARWARE to install the STELLARWARE tools, and STELLARWARE Applications for the development and training environment;

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan**

- Work with the STELLARWARE to clone additional application instances as needed by the application teams;
- Work with the STELLARWARE upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the STELLARWARE and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with the STELLARWARE to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain System configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine STELLARWARE Application monitoring and tuning;
- Work with the STELLARWARE 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 STELLARWARE Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (OIT)

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 Lead

The State's Testing Lead will lead and coordinate the State's testing efforts. Responsibilities include:

- Leading the development of System, integration, performance, and acceptance Test Plans;
- Leading 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;

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan

- Establish priorities of Deficiencies requiring reSolution; and
- Tracking Deficiencies through reSolution.

3. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

STELLARWARE shall demonstrate the expertise, experience, and depth necessary to meet the scores provided by STELLARWARE for each staff member. The ratings are:

Solid (S) = The staff member has a very solid background and experience using this technology. The staff member is capable of resolving most issues related to this technology in a timely manner with minimal assistance or research. This staff member would be able to resolve any issue with this technology during all hours of the day or night.

Comfortable (C) = The staff member is very comfortable using this technology. The staff member is capable of resolving most issues related to this technology, but may lack the expertise to resolve the more complex issues without assistance.

Familiar (F) = The staff member has minimal background and experience using this technology, but is capable of resolving some issues on their own or with assistance.

None (N) = The staff member has no experience using this technology.

Table: E-2-1 Stellarware Staff Qualifications and Experience.

Technology	Staff 1 Name	Staff 2 Name	Staff 3 Name	Staff 4 Name
Name	John McLaughlin	Joanne Huffman	Michael Kastelein	Chris Collier
Windows 2003 Operating System	S	S	S	C
Verisign	S	S	S	C
SQL Server 2000	S	S	S	S
Visual Basic 6.0	S	S	C	S
Java 2	F	F	N	N
JavaScript	S	S	S	S
HTML	S	S	S	S
ASP	S	S	C	S
ASP.Net	C	S	F	F
CSS	S	S	S	S
IIS	S	S	S	F
Dreamweaver UltraDev	S	S	F	C
Adobe Photoshop	S	S	N	N

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**Exhibit F
Work Plan**

Adobe Image Ready	S	S	N	N
Adobe Acrobat Distiller	S	S	C	C
Adobe Acrobat SDK	S	S	F	F
Microsoft Frontpage	S	S	N	N
Microsoft Office 2000 Toolset	S	S	F	F
WebTrends Analysis Series	S	F	N	F
Persits Software ASP Upload	S	S	N	N
PDFForMail 2.1	S	N	N	N
Failsafe III	F	N	S	N
Microsoft Outlook 5.5	S	S	F	C
Microsoft Outlook 2003	S	S	F	C
Jspell JavaScript (spell check software)	S	N	N	N
Inktomi Search 4.2	S	N	N	N
Python 2.0	S	N	N	N
LeechFTP	F	N	S	N

4. CONVERSIONS

The following Table 1 identifies the conversions within the scope of this Contract.

Table 1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
...		George French	
...		George French	
...		George French	

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan

Conversion	Commitments If applicable	Lead Responsibility	Description
Test Environment Project		George French	
Annual Interim Work Plan for RSA and Federal Compliance		George French	

A. Conversion Testing Responsibilities

- The STELLARWARE 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 STELLARWARE Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy Systems for use by the conversion processes.
- The STELLARWARE Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the STELLARWARE Teams, shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the STELLARWARE Teams shall jointly verify and validate the accuracy and completeness of the conversions for acceptance testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 2 identifies the interfaces within the scope of this Contract and their relative assignment.

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan

Table 2: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description

A. Interface Responsibilities

- The STELLARWARE Team shall provide the State STELLARWARE Application Data requirements and examples, of Data mappings and interfaces implemented on other Projects. The STELLARWARE Team shall identify the APIs the State should use in the design and development of the interface.
- The STELLARWARE Team shall lead the State with the mapping of legacy Data to the STELLARWARE Applications.
- The STELLARWARE Team shall lead the Review of functional and technical interface Specifications.
- The STELLARWARE Team shall assist the State with the reSolution of problems and issues associated with the development and Implementation of the interfaces.
- The STELLARWARE Team shall document the functional and technical Specifications for the interfaces.
- The STELLARWARE Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The STELLARWARE Team shall develop and Unit Test the interface.
- The State and the STELLARWARE Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy Systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the STELLARWARE Teams shall jointly construct test scripts and create any Data needed to support testing the interfaces.
- The State is responsible for all Data extracts and related formatting needed from legacy Systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan

6. APPLICATION MODIFICATION

To more fully address the State's requirements, the STELLARWARE Team shall implement the following application modifications. The following Table 3 identifies the modifications that are within the scope of this Contract.

Table 3: Modifications - STELLARWARE Developed

Requirement	Components, if applicable	Enhancement Description
FRONT		Reference to NH RFP 2008-026 Section C-2.3 First Report of Injury Deliverable Solution
Web Account Management		Reference to NH RFP 2008-026 Section C-2.2.2 Web Account Management Deliverable
Security review and analysis		Review existing Web environment with emphasis on security and provide report of research and analysis report with recommendations.
Online submission capability of NHDOL state forms (OESF)		Sequentially provide online submission capability of NHDOL state forms Workers comp claims Supplemental Reports of Injury (SROIs) forms (multiple) Currently filed by insurance adjusters Memos of Payment Denial of Claims Wage Schedules Workers Comp Coverage forms Currently filed by Insurance company agents Proof of Coverage forms
Web Maintenance		<ul style="list-style-type: none"> - Provide maintenance services with the goal to maintain the NHDOL site with manufacturer supported software versions and patches - Provides routine Review and modifications to maintain proper security as a prevention against illegal activities - Provide Web application adjustments and enhancements as required to comply with legislative changes or business process redesigns

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit F
Work Plan

Requirement	Components, if applicable	Enhancement Description
State of NH ODS Web Development Environment		Design and build a Web environment whereby State staff can develop and test Web changes prior to going into production.

7. PRELIMINARY WORK PLAN

The following Table 4 provides the preliminary agreed upon Work Plan for the Contract.

Table 4: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Develop and build the Web Development Environment		06/04/08	06/22/08
Configure the Web Development Environment		06/04/08	06/30/08
Develop and build the Web Development Environment		06/04/08	09/04/08
Develop and build the Web Development Environment		06/04/08	09/04/08
Develop and build the Web Development Environment			
Develop and build the Web Development Environment			
Develop and build the Web Development Environment		10/01/08	12/15/09

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**EXHIBIT G
Warranties and Warranty Services**

scope of use identified in STELLARWARE's user Documentation or if the State uses a version of the material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the material which was provided to the State at no additional cost. STELLARWARE will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by STELLARWARE. STELLARWARE will not indemnify the State to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by STELLARWARE, without STELLARWARE's consent.

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Personnel

STELLARWARE 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.

2. WARRANTY SERVICES

STELLARWARE agrees to maintain, repair, and correct Deficiencies in the Software/System, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications and terms of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the Software in accordance with the Specifications and terms of the Contract;
- b. Repair or replace the Software or any portion thereof so that the System operates in accordance with the Specifications and terms of the Contract;
- c. STELLARWARE shall have available to the State on-call telephone assistance, with issue tracking available to the State, nine (9) hours per day (8am - 5pm EST) and five (5) days a week from Monday to Friday.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
EXHIBIT G
Warranties and Warranty Services**

- with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
 - e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
 - f. For all Warranty Services calls, STELLARWARE shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information;
 - g. STELLARWARE must work with the State to identify and troubleshoot potentially large-scale web site failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
 - h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by STELLARWARE no later than two (2) business days, unless specifically extended in writing by the State, and at no additional cost to the State. (See Section 6.11.5.4.6: *Failure of Test; Retesting*).

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

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period. (See Section 6.12.3: *Warranty Period*).

3. WARRANTY PERIOD

The Warranty Period will initially commence upon the production cut-over following the State acceptance of the Deliverable. Warranty Periods for each Deliverable (for subsequent modules or functions) throughout this Contract will be in effect for sixty (60) days from the Production Cut-Over date, unless otherwise defined and agreed to in writing by the State.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, STELLARWARE shall correct the Deficiency, and a new sixty (60) day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for sixty (60) consecutive calendar days.

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026

EXHIBIT G
Warranties and Warranty Services

4. POST WARRANTY SOFTWARE MAINTENANCE SUPPORT

4.1 STELLARWARE Responsibility

STELLARWARE shall maintain the System in accordance with the Contract Documents and the Specifications, including without limitation the Requirements, terms, and conditions contained herein. STELLARWARE shall not be responsible for maintenance or support for anything developed or modified by the State.

STELLARWARE shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation, that are generally offered to its customers.

4.2. SYSTEM SUPPORT

STELLARWARE shall perform on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

4.2.1 Software Maintenance and Support Levels

STELLARWARE shall be responsible for repair or replacement of the Software, and maintenance of the Software in accordance with the Specifications and terms and Requirements of the Contract as well as repair or replace the System, or any portion thereof, that is deficient.

4.2.2 Telephone Support

STELLARWARE shall have available to the State on-call telephone assistance, with issue tracking available to the State, nine (9) hours per day (8am - 5pm EST) and five (5) days a week from Monday to Friday with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity.

4.2.3 On-site or Remote Support

STELLARWARE shall provide direct system access services within four (4) hours of a request on-site or with remote diagnostic services.

4.2.4 Term

STELLARWARE System support will commence with the end date of the Warranty Period and will remain in effect until the end of the Maintenance Support period.

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**EXHIBIT G
Warranties and Warranty Services**

5. DATA COLLECTION

5.1 Records Activities

STELLARWARE shall maintain a record of the activities related to maintenance activities performed for the State. For all maintenance services calls, the State expects the following information to be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual Completion time; and
5. Deficiency resolution information.

5.2 System Monitoring

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

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

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

Exhibit H

NH DOL RFP 2008-026 (with Addendums) Incorporated

NH DOL RFP 2008-026 (with Addendums 1, 2, and 3) is herein incorporated by reference.

2008-026 Requirements Exhibit H-Agency RFP with Addendums 1, 2 and 3

Initial All Pages:

STELLARWARE'S Initials *JW*

5/13/2008

Page 1 of 1

**State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026**

**EXHIBIT I
CONTRACTOR PROPOSAL BY REFERENCE**

STELLARWARE'S Proposal to DOL RFP 2006-026 is incorporated herein by reference.

2006-026 Requirements Exhibit I-Contractor Proposal by Reference

Initial All Pages:

STELLARWARE'S Initials

5/13/2008

Page 1 of 1

State of New Hampshire
Office of Information Technology
Web Development and Support
DOL RFP 2008-026
Exhibit J
Certificate of Vote

STELLARWARE'S Certificate of Vote is attached herewith.

2008-026 Requirements Exhibit J-Certificate of Vote

Initial All Pages:

STELLARWARE'S initials 

5/13/2008

Page 1 of 1