

State of New Hampshire

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

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Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

February 7, 2013

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

Retroactive / Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services to **retroactively** amend the **sole source** contract with Infor (US), Inc., (Vendor Code# 227989), of St. Paul, Minnesota, formerly known as Lawson Software Americas, Inc., originally approved by Governor and the Executive Council March 28, 2012, item #36E, for System Installation and Migration Services, by extending the completion date from December 31, 2012 to March 31, 2013, upon Governor and Executive Council approval with no additional funding required.

EXPLANATION

This sole source contract amendment is retroactive because in the course of application functionality and system performance testing related to acceptance of certain deliverables, issues arose that required additional time to correct and were not able to be resolved by the original completion date of December 31, 2012. This amendment will allow the state to process payment for those deliverables, which have been accepted in the interim. The original contract is sole source because Infor requires that their software be installed by an Infor/Lawson Certified Installer.

The services provided through this contract included the installation of the Lawson application software used in the financial, strategic sourcing, asset management, human resources, and payroll systems on the State's new computer hardware, migration of the software configuration from the State's current computer NHFIRST hardware to the new computer hardware, and post-implementation support, enabling transition to the State's new hardware without interrupting State financial operations, maintaining the on-going currency and viability of the management of the State's financial and human resources functions, and positioning the Department to meet the efficiency standards required in Chapter 224:84-85, Laws of 2011.

All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Acting Commissioner

February 7, 2013

Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Lawson Software, Inc. of St. Paul, MN as described below and referenced as DoIT No. 2012-137A.

This is a request to enter into a contract amendment with Lawson Software for the reinstallation of the Lawson application software on new hardware, replacing the existing NHFIRST hardware. The services are required for an additional three months to ensure the resolution of remaining technical issues. The contract amendment shall become effective upon Governor and Council Approval and extend the expiration date to March 31, 2013. The amount of the contract shall not increase, remaining at \$350,000.

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

Sincerely,

Peter C. Hastings

PCH/lm
Contract #2012-137A

cc: Leslie Mason, DoIT
Charles Russell, DAS

**FIRST AMENDMENT
TO
Infor Infrastructure Consulting Services Contract**

It is hereby agreed that the Infrastructure Consulting Services Contract approved by Governor & Executive Council on March 28, 2012, and herein referred to as the "Agreement" between Infor (US), Inc. as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

Background

The State and the Contractor entered into an agreement for infrastructure consulting services on March 28, 2012; the Agreement expired December 31, 2012. The State and Contractor agree that Contractor has timely performed all of its obligations and Services set forth under that Agreement through the expiration date and the State has accepted those Services. In order to complete payment for Services under the Agreement, the State requires that the Agreement be extended as set forth herein.

Amendment

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 Completion Date: March 31, 2013
2. All other provisions of the Agreement, approved by Governor and Council on March 28, 2012, shall remain in full force and effect.

Infor (US), Inc.

STATE OF NEW HAMPSHIRE

By: Patricia Elias

By: Linda M. Hodgdon

Patricia Elias
(Print Name)

Linda M. Hodgdon
(Print Name)

Title: Associate General Counsel

Title: Commissioner
Department of Administrative Services

Date: February 8, 2013

Date: 2/11/13

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 8th day of February, 2013.
There appeared before me, the state and county
foresaid a person who satisfactorily identified
~~himself~~ as
herself

By: Rosemary Wiant
Rosemary Wiant
(Print Name)

Patricia Elias

Title: Assistant Attorney General

Date: 2-11-13

And acknowledge that ~~he~~ ^{she} executed this
document indicated above.

In witness thereof, I hereunto set my hand and
official seal.

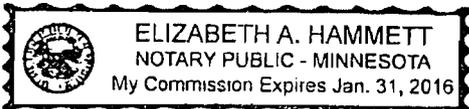
The foregoing contract was approved by the
Governor and Council of New Hampshire on

Elizabeth A. Hammett
(Notary Public/~~Justice of the Peace~~)

Signed: _____

My commission expires:
January 31, 2016
(Date)

(Print Name)
Title: _____



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Infor (US), Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 9, 2012. I further certify that all fees 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 7th day of February, A.D. 2013

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

William M. Gardner
Secretary of State

State of New Hampshire

Filing fee: \$35.00
Use black print or type.
Leave 1" margins both sides.

Form 42
RSA 293-A:15.04

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporation hereby applies for an amended certificate of authority to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the corporation is: Lawson Software, Inc.

SECOND: The name the corporation is currently using in the state of New Hampshire is: _____

Lawson Software, Inc.

THIRD: The state or country of incorporation is: Delaware

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: April 9, 2012

FIFTH: This application is filed for the following reason (complete all applicable items):

a. The corporation has changed its corporate name to: Infor (US), Inc.

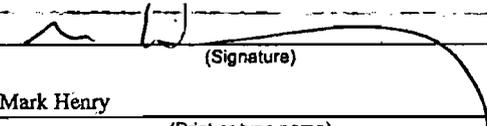
b. The name the corporation will hereafter use in the state of New Hampshire is changed to: _____

Infor (US), Inc. (Note 1)

c. The corporation has changed its period of duration to: _____

d. The corporation has changed the state or country of its incorporation to _____

Lawson Software, Inc. (Note 2)
(Corporate Name)

 (Note 3)
(Signature)

Mark Henry
(Print or type name)

Treasurer (Note 3)
(Title)

Date signed: 8/27/2012

DISCLAIMER: All documents are available for public inspection in either paper or electronic form.

Mail fee and DATED AND SIGNED
Concord NH 03301-4989. P.

State of New Hampshire
Form 42 - Application for Amended Certificate of Authority 2 Page(s)



T1224925020

available for

North Main Street,

Form 42 (7/2012)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LAWSON SOFTWARE AMERICAS, INC.", A DELAWARE CORPORATION, WITH AND INTO "LAWSON SOFTWARE, INC." UNDER THE NAME OF "LAWSON SOFTWARE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A. D. 2011, AT 3:58 O'CLOCK P.M.

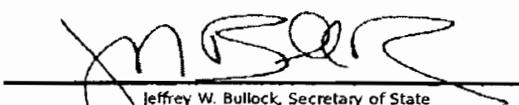
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A. D. 2011, AT 12:15 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3978744 8100M

111335237




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9260261

DATE: 12-28-11

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "LAWSON SOFTWARE, INC.", CHANGING ITS NAME FROM "LAWSON SOFTWARE, INC." TO "INFOR (US), INC.", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF JUNE, A.D. 2012, AT 2:14 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

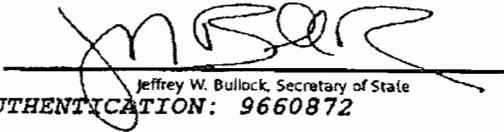
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID RESTATED CERTIFICATE IS THE FIRST DAY OF JULY, A.D. 2012.



3978744 8100

120763320

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9660872

DATE: 06-21-12

July 1, 2012

Notice of Merger from Lawson Software Americas, Inc. into Lawson Software, Inc.,
Notice of Name Change from Lawson Software, Inc. to Infor (US), Inc., and
Remittance Address Change Notice and Remittance Instructions

Dear Valued Customer,

Effective December 31, 2011, Lawson Software Americas, Inc., a Delaware corporation, merged with Lawson Software, Inc., a Delaware corporation. As a result of this merger, Lawson Software, Inc. was the successor corporation to Lawson Software Americas, Inc.

Effective as of July 1, 2012, Lawson Software, Inc. changed its name to Infor (US), Inc. ("Infor"). Please accept this letter as notice of Lawson's name change to Infor and update your records accordingly with the following contact and payment information referenced below.

There will be no interruption in operations as a result of this name change, and Infor will continue to perform all of its obligations under any agreement that it may have with you. For your reference and to facilitate payment(s) to Infor (US), Inc., enclosed with this letter is a copy of the following:

- o Infor (US), Inc. Remittance Address Change Notice and Remittance Instructions
- o Infor (US), Inc. IRS form W-9 for your records
- o Infor (US), Inc. sales tax Certificate of Exemption instructions
- o Certificate of Merger of Lawson Software Americas, Inc., a Delaware corporation, with and into Lawson Software, Inc., a Delaware corporation
- o Certificate of Name Change from Lawson Software, Inc. to Infor (US), Inc.

If you have any questions regarding these changes, please do not hesitate to contact the following:

- o Regarding the merger and/or name change: Patty Elias, Associate General Counsel, Patricia.Elias@infor.com, phone: 651-767-4866.
- o Regarding remittance address change notice or remittance instructions: Infor Cash Applications Department at 678-319-8000 or Cash.Applications@infor.com.

Sincerely,

Infor Legal, Finance, and Tax Departments

Certificate of Authority

CERTIFICATE

(Corporation With No Seal)

I, Brad Steiner, Secretary of Infor (US), Inc., a Delaware corporation, do hereby certify that:

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

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

That the signature of Patricia Elias, the Associate General Counsel of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 7th day of February, 2013.

Brad Steiner
Secretary

(No Corporate Seal)

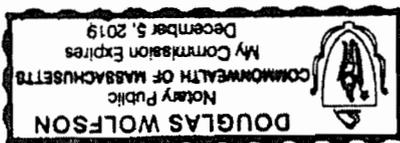
STATE OF Massachusetts
COUNTY OF Middlesex

On this the 7th day of February, 2013, before me, Brad Steiner, the undersigned Secretary, personally appeared and acknowledged himself to be the Secretary of Infor (US), Inc., a Delaware corporation, and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the Secretary.

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

[Signature]
Notary Public/Justice of the Peace

My Commission Expires:





140800

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2012

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 Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Leona Speir PHONE (A/C, No, Ext): 404-923-3638 E-MAIL ADDRESS: leona.speir@wellsfargo.com	FAX (A/C, No): 877-362-9069
	INSURER(S) AFFORDING COVERAGE	
INSURED Infor Enterprise Applications LP and its Subsidiaries 13560 Morris Road Suite 4100 Alpharetta GA 30004	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Chubb Indemnity Insurance Co.	NAIC # 12777
	INSURER C: Lloyd's of London	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 5222339 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35851844	11/30/12	11/30/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73543744 Hired Car Physical Damage-ACV	11/30/2012	11/30/2013	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 \$ 0		79839130	11/30/2012	11/30/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input type="checkbox"/> N		71718041 (All States)	11/30/2012	11/30/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		0971725758 (Hawaii & Idaho)	11/30/2012	11/30/2013	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Prof Liab Retro Date: 02/01/04 Technology E&O		W101F5100601 Renewal of:	11/30/2012	11/30/2013	\$5,000,000 \$1,000,000 DED Claims Made/Each Claim

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

Named Insured: Lawson Software, Inc.

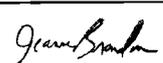
Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy.

CERTIFICATE HOLDER

State of New Hampshire
 Attn: Rudolph Ogden
 State House Annex, Room 102
 25 Capitol Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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State of New Hampshire

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

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MAR 28 2012

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LINDA M. HODGDON
Commissioner
(603) 271-3201

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

March 15, 2012

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **SOLE SOURCE** contract with Lawson Software Americas, Inc. of St. Paul, Minnesota, vendor number 175600, for installation and migration services related to the replacement of the computer hardware for the State's Enterprise Resource Planning (ERP) system NHFIRST. The term of this contract is for a period effective upon Governor and Council approval through December 31, 2012 at a cost not to exceed \$350,000. **100% Capital Funds.**

Funding for this contract is available in the following account:

Account	Description	Fiscal Year	Amount
030-014-09410000-500099	Critical IT Infrastructure	2012	\$350,000
	Total	2012	\$350,000

EXPLANATION

The current State budget requires the Department to analyze, plan, and execute a program of consolidation that would enable the State to achieve efficiencies through consolidation of administrative functions and process streamlining. More specifically, Chapter 224:84-85, Laws of 2011 directs the Department to develop and execute a plan to achieve savings of \$2,780,000 in the current biennium by consolidating and reducing the resources necessary for agencies to process back-office financial transactions, process payroll, and administer and deliver human resource functions.

While some near-term efficiency will be achieved by streamlining the processes in place today, the overall efficiency standards passed in Chapter 224:84-85, Laws of 2011 cannot be attained without a heavy reliance on the NHFIRST ERP system.

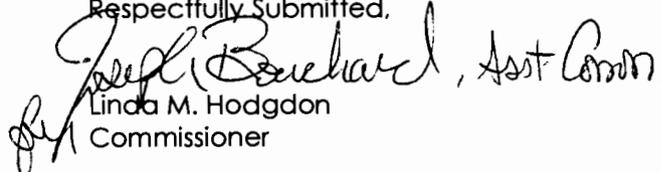
The Lawson ERP application was installed at the State of New Hampshire in 2006. It is currently used statewide to support all financial functions, will be able to support strategic sourcing and asset management this year, and will support statewide human resources and payroll functions beginning in January 2013. As such, it is critical that NHFIRST be maintained on technology that is current and supported by the computer hardware vendors and Lawson as the software publisher. NHFIRST currently operates on hardware that was purchased in 2006 and is at the end of its service life (typically 5-6 years). The vendor for the current NHFIRST computer hardware has discontinued manufacturing replacement parts making continued reliance on the existing hardware costly, risky, and unfeasible.

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, New Hampshire 03301

Administrative Services has an approved capital budget appropriation in Chapter 253:1:II-C-1, Laws of 2011 to replace the critical NHFIRST infrastructure. This capital appropriation includes the purchase of replacement computer hardware and upgrading all the system and application software so that it will be current and supported by the hardware and software vendors.

Lawson requires that their software be installed by a Lawson Certified Installer. The services provided through this contract include the installation of the Lawson application software used in the financial, strategic sourcing, asset management, human resources, and payroll systems on the State's new computer hardware, migration of the software configuration from the State's current computer NHFIRST hardware to the new computer hardware, and post-implementation support, enabling transition to the State's new hardware without interrupting State financial operations, maintaining the on-going currency and viability of the management of the State's financial and human resources functions, and positioning the Department to meet the efficiency standards required in Chapter 224:84-85, Laws of 2011.

Based on the foregoing, I am respectfully recommending approval of the contract with Lawson Software Americas, Inc.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner



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

S. William Rogers
Commissioner

March 15, 2012

Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Lawson Software, Inc. of St. Paul, MN as described below and referenced as DoIT No. 2012-137.

This is a request to enter into a contract with Lawson Software for the reinstallation of the Lawson application software on new hardware, replacing the existing NHFIRST hardware. The State began the implementation of the Lawson S3 Financial Software Suite in 2007. The hardware for the State's Lawson implementation was procured in 2006. Having been in operation since that time, it has reached the end of its useful life. The contract shall become effective upon Governor and Council Approval and expire on December 31, 2012. The amount of the contract shall not exceed \$350,000.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers".

S. William Rogers

SWR/ltn
Contract #2012-137

cc: Leslie Mason, DoIT
Charles Russell, DAS

CONTRACT AGREEMENT

P-37

Subject: NHFIRST IT Infrastructure Consulting Services

AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Lawson Software, Inc.		1.4 Contractor Address 380 Saint Peter Street, St. Paul, MN 55102	
1.5 Contractor Phone Number 651-767-7000	1.6 Account Number 030-014-09410000-500099	1.7 Completion Date December 31, 2012	1.8 Price Limitation \$350,000
1.9 Contracting Officer for State Agency Linda M. Hodgdon		1.10 State Agency Telephone Number 603-271-3201	
1.11 Contractor Signature <i>Patricia Elias</i>		1.12 Name and Title of Contractor Signatory Patricia Elias, President	
1.13 Acknowledgement: State of <u>Minnesota</u> , County of <u>Ramsey</u> On <u>March 20, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Elizabeth A. Hammett</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace ELIZABETH A. HAMMETT Executive Assistant			
1.14 State Agency Signature <i>Joseph Bouchard</i> Asst. Comm. for		1.15 Name and Title of State Agency Signatory <i>Joseph Bouchard, Asst. Comm.</i> Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administrative Services, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosemary Wiant</i> On: <u>3-21-12</u>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE MAR 28 2012			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall immediately notify the Contractor, have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. Upon such notice of termination, the Contractor may discontinue performance of Services until the State has provided adequate assurances that the Contractor will be paid in full for such Services and also for Services rendered and not yet paid for by the State. Such adequate assurances will include notice that funding has been re-appropriated and proof of legal authority to promptly pay any amounts due for Services previously rendered and not yet paid. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, ninety (90) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. 13.1 General. The Contractor 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 upon or resulting from, arising out of or relating to personal injury, bodily injury or death of any person or damage to real and/or tangible property (excluding software, data or documentation)_on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts and/or omissions of the Contractor, its personnel and agents during the course of performance of the Contract.

13.2 Intellectual Property Infringement and Indemnification. The Contractor shall defend and indemnify the State for and against any claims and/or damages asserted by third parties alleging that the State's use of the ERP COTS and associated Deliverables and Services provided by the Contractor to the State infringes any patent, trademark, copyright, trade name or other intellectual property rights or misappropriates any trade secret of any third party.

13.3 State's Sovereign 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.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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This Contract is by and between the State of New Hampshire, acting through the Department of Administrative Services ("State"), and Lawson Software, Inc., a Delaware Corporation, (Lawson), having its principal place of business at 380 St. Peter Street, St. Paul, MN 55102.

This contract is for the reinstallation of the Lawson application software on the new hardware that the State is purchasing to replace the existing NHFIRST hardware. The State began the implementation of the Lawson S3 financial software suite in 2007. The hardware for the State's Lawson implementation was procured in 2006 and has been in operation since that time and has reached its end of useful life.

RECITALS

Lawson application software must be installed by a Lawson certified installer. This contract is for the installation services required to install the Lawson application software and to migrate the existing NHFIRST configuration and data from the existing NHFIRST environment to the new hardware environment.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. CONTRACT

1.1 Contract Documents

This Contract consists of the following Contract Documents:

- a. Contract Form P-37
- b. Exhibit A Statement of Work
- c. Exhibit B Pricing, Payment Schedule and Contract Deliverables,
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Services
- g. Exhibit F Testing Services
- h. Exhibit G Work Plan
- i. Exhibit H Warranty and Warranty Services
- j. Exhibit I Training Services
- k. Exhibit J Lawson 9.0 Server Sizing Estimate for State of New Hampshire, by reference
- l. Exhibit K Contractor Proposal titled State of New Hampshire System Technology Scope, by reference
- m. Exhibit L Contractor Certificate of Authority
- n. Exhibit M Contractor Certificate of Insurance
- o. Exhibit N Contractor Certificate of Good Standing

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1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement*
- b. *State of New Hampshire, Department of Administrative Services, Contract 2012-137.*

The scope and pricing for the project are defined and agreed to in the P-37 Contract document and the attached Exhibits.

1.3 Non-Exclusive Contract

This is a Non-Exclusive Firm Fixed Price ("FFP") Contract with price and term limitations as set forth in the Contract.

The State may, at its sole discretion, retain other contractors to provide Services or products identified under this Contract or for other Enterprise Resource Planning (ERP) implementations and work related to the Contract.

2. CONTRACT TERM

2.1 Term

2.1.1 The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval (the "Effective Date").

2.1.2 The Term of the Contract shall begin upon approval by Governor and Executive Council approval and end on December 31, 2012.

2.1.3 The Contractor shall commence work upon receipt of a Notice to Proceed by the State. If the Contractor commences work prior to the Effective Date and receipt of the Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective or the Contractor commences work prior to receipt of the Notice to Proceed, the State shall be under no obligation to pay the Contractor for any costs incurred or Services performed.

3. COMPENSATION AND CONTRACT PRICE

The Contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, hereto.

4. CONTRACT MANAGEMENT

The Project shall require the coordinated efforts of a Project team consisting of both Contractor and State personnel. The Contractor and State shall provide all necessary resources to perform their respective obligations under the Contract. The

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Contractor in conjunction with the State shall be responsible for managing the Project to its successful completion.

4.1 Contractor's Contract Manager

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

Steve Merten

or designated successor.

4.2 Contractor Project Manager

4.2.1 Contractor Project Manager

The Contractor shall assign a Contractor Project Manager who is capable of meeting the requirements set forth herein.

4.2.2 The Contractor Project Manager shall have full authority to make decisions under the Contract, which decisions shall be binding on the Contractor, and the Contractor Project Manager shall function as the Contractor representative for all administrative and management matters. During normal business hours, as defined in Section 12 herein, the Contractor Project manager shall respond to inquiries from the State within three (3) hours to the extent reasonably and practicably possible and shall be available on-site as needed. The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 The Contractor's selection of a Contractor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Contractor Project Manager's resume and qualifications, reference and background checks, and an interview. The State reserves the right to require removal or reassignment of the Contractor Project Manager if found unacceptable to the State.

4.2.4 Any changes of the Contractor Project Manager by the Contractor shall require prior written justification by the Contractor, and prior written approval of the State. State approvals for replacement of the Contractor Project Manager shall not be unreasonably withheld. The replacement Contractor Project Manager shall have comparable or greater skills than the Contractor Project Manager being replaced, and shall be subject to the provisions of this Contract, including without limitation, the approval process set forth in Section 4.2.3. above.

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

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4.2.5 Contractor's Project Manager is:

Mark Deutsch
 Mark.Deutsch@us.lawson.com
 651-271-6129

or designated successor.

4.3 Contractor Key Project Staff

4.3.1 Contractor Key Project Staff

The Contractor shall assign and identify key project staff ("Contractor Key Project Staff") capable of meeting the requirements set forth herein, and can implement the required functions. Any changes to the Contractor's Key Project Staff shall require the prior written justification submitted by the Contractor, and prior written approval of the State. State approvals for changes in the Contractor Key Project Staff shall not be unreasonably withheld. Replacement Contractor Key Project Staff shall have comparable or greater skills as the staff being replaced and shall be subject to the provisions of this Contract, including without limitation, Sections 4.3.2 and 4.3.3 below.

4.3.2 The State reserves the right to require removal or reassignment of the Contractor Key Project Staff found unacceptable to the State.

4.3.3 The State may conduct reference and background checks on the Contractor Key Project Staff. The State reserves the right to reject any of the Contractor Key Project Staff as a result of such reference checks.

4.3.4 Any reference checks and background checks conducted by the State shall be subject to confidentiality provisions as set forth in Section 11.8 herein.

4.3.4.1 The Contractor Key Project Staff shall consist of the following individuals in roles as identified in Table 4.3-1 below:

Table 4.3-1: Contractor Key Project Staff

<u>Name</u>	<u>Title</u>
Cary Conover	Principal Systems Consultant
Norly Quiatchon	Systems Consultant

4.4 State Contract Manager

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

Rudolph Ogden
 rudolph.ogden@nh.gov
 603-271-3290 (x230)

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or designated successor.

4.5 State Project Manager

The State shall assign a State 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 Orders; and
- g. Managing/communicating items of concerns raised by State personnel.

The State Project Manager is:

Charles Russell

or designated successor.

4.6 State Meetings and Reports

The Contractor Project Manager or Contractor Key Project Staff shall submit status reports every week in accordance with the Schedule and terms and requirements of this Contract, as provided in Exhibit D *Administrative Services*. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract. All status reports shall be prepared in formats approved by the State, unless otherwise agreed by the parties in writing. Status reports shall include, at a minimum, the following:

- a. Project status as it relates to the Work Plan;
- b. Accomplishments during week being reported;
- c. Deliverables status;
- d. Conflicts and potential conflicts in planned activities, resource commitments, and design decisions that pose a risk to the project schedule;
- e. Items requiring escalated attention; and
- f. Planned activities for the upcoming two week period;

4.7 Project Workspace and Office Equipment

The State shall provide the following workspace and office equipment for the Project:

- a. Furnishings (cubicles) and telephones (for State of New Hampshire phone numbers only);
- b. Meeting facilities sufficient to satisfy Project needs (the Contractor and State shall agree to these needs during the finalization of the Project Work Plan);
- c. Contractor will have remote access to the State network and systems as necessary to support the activities within the Project plan.
- d. Contractor's personnel will have access to the office and data center facilities at all times, as dictated by State's reasonable security restrictions.

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4.8 Access/Cooperation

The Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project management within the scope of the project, and shall assist the State in preparing reports and presentations, as reasonably requested by the State. If these special requests are outside the scope of the Project, the Contractor reserves the right to require a change order accepted by both parties. See Section 9.3 below.

As applicable, and subject to the applicable laws and regulations and any agreements with third parties, the State shall provide the Contractor with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the Contracted services.

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

4.9 State-Owned Documents and Data

The Contractor shall provide the State access to all documents, State Data, materials, and reports relating to the Contract. The State may own such documents, subject to Contractor's ownership and Intellectual Property Rights ("State Owned Documents"). Upon expiration or termination of the Contract with the State, the Contractor 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.

4.10 Records Retention and Access Requirements

4.10.1 The Contractor 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 Contractor's record retention policies with respect to this Contract shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with applicable State laws and regulations.

4.10.2 The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all costs incurred in their respective performance of their obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years from Contract termination or end of all litigation, including appeals, whichever is later.

4.10.3 Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by state and federal personnel as authorized by law, rule, regulation or Contract, as applicable. During the Term of this Contract, 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

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records shall be at no cost to the State during the three (3) year period after termination of the Contract or the end of all litigation including all appeals, whichever is later. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

4.10.4 Books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

4.11 Accounting Requirements

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system.

5. SERVICES

The Contractor shall provide the State with the provision of all Services and Software configuration associated with the implementation services set forth in this contract. These Services are further detailed in this Contract and its Exhibits, and include overall support and coordination, Lawson application software installation, migrating the State's current configurations and all technical components to the new hardware, performance tuning, testing, and System support services. The Contractor shall provide the Services as required under the Contract Documents and in accordance with the Schedule. All Services shall meet and perform in accordance with the Specifications.

5.1 Administrative Services

The Contractor shall provide the State with the Administrative Services as required under Exhibit D hereto.

5.2 Implementation Services

The Contractor shall provide the State with the Implementation Services as required under Exhibit E hereto.

5.3 Testing Services

The Contractor shall perform Testing Services for the State as required under Exhibit F hereto.

5.4 Training Services

The Contractor shall provide the State with Training Services as required under Exhibit I hereto.

6 CONTRACT DELIVERABLES

Contractor shall provide the State with all Services and Deliverables as required under the Contract.

6.1 Deliverables and Services

6.1.1 The Contractor shall provide the State with the Services and Deliverables in accordance with this Contract, including but not limited to, Exhibits A, B, D, E, F, G, H, I and J. All Deliverables and Services (collectively referred to

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as "Deliverables" for purposes of Section 6.1) shall meet and perform in accordance with the Specifications as required under the Contract. Upon its submission of a Deliverable, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable.

- 6.1.2** Deliverables required under the Contract are set forth in Exhibit B, hereto.
- 6.1.3** Unless otherwise provided in the Contract, the State's review of all Deliverables shall be in accordance with the time periods set forth in the Work Plan. For each Rejection, the Acceptance Period shall be extended at least one time, and thereafter may be extended, at the option of the State, based upon an estimate of the time required to correct any identified Deficiency, retest or review, as applicable, provided however, that the Contractor shall not be obligated to continue performance if it reasonably believes that it cannot correct the Deficiency, in which case it shall promptly notify the State thereof and the State may declare the Contractor in default and immediately avail itself of the remedies available to it in law and in equity.
- 6.1.4** Upon acceptance of an individual Deliverable, all sums due and payable relating thereto are non-refundable and non-cancelable; however, notwithstanding the foregoing, in the event the State rejects the implementation of the System, or any of its Modules, due to Contractor default, the State shall have the right to declare Contractor in default and pursue its remedies at law and in equity.

6.2 Non-Software and Written Deliverables Review and Acceptance

6.2.1 Non-Software Deliverables

Prior to the commencement of work on Non-Software Deliverables, the Contractor shall provide the State an agenda, template, detailed examples, prototype, and handout materials (or other appropriate materials), for review and prior written approval by the State.

The State shall review and either approve the proposed content for the Non-Software Deliverable or not approve it and specify what the State requires. The finalized agenda, template, or draft course curriculum (or other appropriate material), shall then be utilized to subsequently review the Non-Software Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Contractor that a Non-Software Deliverable is final, complete, and ready for review, the State shall review the Non-Software Deliverable and the State shall notify the Contractor in writing of its Acceptance or Rejection thereof. If the State rejects the Non-Software Deliverable, the State shall notify the Contractor, in detail, of the nature and class of the Deficiency and the Contractor must correct the Deficiency within five (5) business days or other mutually agreed to time frame, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State shall have five (5) business days or other mutually agreed to time frame to review the corrected Deliverable

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and notify the Contractor of its Acceptance or Rejection thereof with the option to extend the review period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Non-Software Deliverable and require the Contractor to continue until the Deficiencies are corrected. If the Contractor is unable to remedy the Deficiency during the allotted period of time, the State may declare the Contractor in default, pursuant to Section 11.3 herein, and pursue its remedies at law and in equity.

6.2.2 Written Deliverables

Prior to the commencement of work on Written Deliverables, the Contractor shall provide the State an appropriate table of contents, detailed example, prototype, template, draft or sample document for review and prior written approval of the State.

The State shall review and either approve the proposed content for the Written Deliverable or not accept it and specify what the State requires. The finalized table of contents, template, or a draft or sample document, shall then be utilized to subsequently review the Written Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Contractor that a Written Deliverable is final, complete, and ready for review, the State shall review the Written Deliverable and the State shall notify the Contractor in writing of its Acceptance or Rejection thereof. If the State rejects the Written Deliverable, the State shall notify the Contractor, in detail, of the nature and class of the Deficiency and the Contractor must correct the Deficiency within five (5) business days or other mutually agreed to time frame, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State shall have five (5) business days or other mutually agreed to time frame to review the corrected Deliverable and notify the Contractor of its Acceptance or Rejection thereof with the option to extend the review period up to five (5) additional business days. If the Contractor has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Written Deliverable and require the Contractor to continue until the Deficiencies are corrected. If the Contractor is unable to remedy the Deficiency during the allotted period of time, the State may declare the Contractor in default, pursuant to Section 11.3 herein, and pursue its remedies at law and in equity.

6.3 System/Software Testing and Acceptance

System and Software Testing and Acceptance shall be performed as set forth in the Testing Plan and Exhibit F, hereto.

7. SOFTWARE

The Contractor shall be responsible for the installation of all Lawson software licensed and associated configuration based on the State's specifications and approved definition of requirements pursuant to the Contract

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8. WARRANTY

The Contractor shall provide the Warranties and Warranties Services as required under the Contract and as set forth in Exhibit H: *Warranty and Warranty Services*.

9. WORK PLAN DELIVERABLE

9.1 Work Plan Acceptance

The Contractor shall submit a Work Plan to the State within five (5) Business Days from the State's issuance of the Notice to Proceed which shall be subject to the written approval of the State. The approved Work Plan is the first Project Deliverable and is incorporated into the Contract by reference as if fully set forth herein. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, both the State and the Contractor resource hours, and the number of FTE (Full Time Equivalent) resource equivalents based upon both the State and the Contractor identified resources, the resources that would lead and/or participate on each task, and payment schedule. Resources, planned hours, and project schedule may be maintained in separate tools.

9.2 Work Plan Updates

The Contractor shall update the Work Plan as necessary, but no less than every other week. Any changes to milestone delivery dates shall require the prior written approval of the State. Unless otherwise agreed to in writing by the State, any changes to the Work Plan shall not alter or relieve responsibilities of the Contractor under the overall Contract.

In the event of a delay in the Schedule, the Contractor must immediately notify the State in writing. The written notification must identify the nature of the delay, i.e., specific actions or inactions of the Contractor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; the expected Schedule impact on the Project; and the expected cost impact on the Project. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend one day for each day of delay ~~a day to day basis~~ to the extent that the delay is not the result of the Contractor not fulfilling its obligations under the Contract.

B. Any delays or changes caused by State, State's employees, or State managed third party contractors, may require an extension in the estimated Project schedule, and/or modification to the base contract assumptions handled through the Change Order Process outlined above. Including without limitation delays or changes due to the following: (a) a material change to or deficiency in the information which the State has supplied to Lawson; (b) a failure by the State or vendors to perform any of their respective responsibilities under this Contract; (c) an unanticipated event that materially changes the service needs or requirements of the State; (d) circumstances beyond the reasonable control of either Lawson or State, acts of God or other force majeure event; or (e) a change in law.

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9.3 Change Orders

A.—The State may request changes or revisions in the scope of the Contract at any time by written Change Order. Within five (5) business days of the Contractor's receipt of the Change Order, the Contractor shall advise the State, in detail, of any impact to cost (e.g., increase or decrease) or Schedule. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

If parties are unable to reach agreement on change orders the State may immediately engage the services of a Lawson Software certified contractor.

The Contractor may request a change in the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. The State shall respond 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.

As applicable, the Change Order shall be subject to the State amendment process as set forth in Section 18 of the Contract Form P-37. No oral order or conduct by the State shall constitute a change order unless confirmed in writing by the State.

~~B. Any delays or changes caused by State, State's employees, or State managed third party contractors, may require an extension in the estimated Project schedule, and/or modification to the base contract assumptions handled through the Change Order Process outlined above. Including without limitation delays or changes due to the following: (a) a material change to or deficiency in the information which the State has supplied to Lawson; (b) a failure by the State or vendors to perform any of their respective responsibilities under this Contract; (c) an unanticipated event that materially changes the service needs or requirements of the State; (d) circumstances beyond the reasonable control of either Lawson or State, acts of God or other force majeure event; or (e) a change in law.~~

10. INTELLECTUAL PROPERTY

10.1 Deliverables. Notwithstanding Section 9 of the Form P-37:

- A. For the purposes of this Section 10, the term "Deliverables" shall mean reports, documents, templates, studies, strategies, operating models, technical architectures, designware, software objects, software programs, source code, object code, specifications, documentation, abstracts and summaries thereof, and other work product and materials which are prepared for the State and delivered by the Contractor during the course of the Contractor's performance under the Contract.
- B. The State shall receive a perpetual, non-exclusive paid-up right to use, copy, modify and prepare derivative works of the Deliverables, subject to any restrictions of any third-party materials embodied in the Deliverables and that are previously disclosed to the State in the Contract.
- C. The State's rights in such Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with the Contractor.

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D. In no event shall the Contractor be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the Deliverables. In addition, the Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that it acquires or uses in the course of its performance under the Contract subject to any applicable restrictions imposed by third parties.

10.2 Copyright

10.2.1 World Wide Web (“WWW”) Copyright and Intellectual Property Rights

All right, title and interest to the State WWW site, including copyright to all data and information, shall be and remain with the State. The State shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright. All right, title and interest to the Contractor's WWW site shall be and remain with the Contractor.

10.3 Survival

Section 10 shall survive the termination of the Contract.

11. GENERAL PROVISIONS

11.1 Regulatory/Government Approvals

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals.

11.2 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 by this Contract.

The Contracting Officer (see box 1.9 of Contract Form P-37) or his/her successor shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the State Contracting Officer's decision shall represent the final position of the State.

Table 11.2-1: Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Project Manager	State Project Manager (PM)	5 Business Days
First	LCS Practice Director	State Contract Manager	10 Business Days
Second	Vice President	State Project Sponsor	15 Business Days

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

11.3 Termination for Default

11.3.1 Notwithstanding Section 8 of the Contract Form P-37, in the event of a default by a party, the other party shall provide the defaulting party written notice of default, and the defaulting party must cure the default within ninety (90) days ("Cure Period"). If the defaulting party fails to cure the default within the Cure Period, the other party may, at its sole discretion declare the defaulting party in default, terminate the Contract, and pursue its remedies at law or in equity.

11.3.2 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. A party's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

11.3.3 Events of Default

The following shall be considered events of default giving rise to termination as described in 11.3 above:

- a. Failure to perform material obligations required under the Contract;
- b. Failure to substantially comply with the Project Schedule;
- c. Material deviation from the agreed upon Work Plan;
- d. Failure to correct Deficiencies, as defined in Section 12 herein, within agreed upon time frame as set forth in Exhibit H;
- e. Failure to meet functional and/or performance standards or requirements contained in or developed in connection with a Deliverable, including custom and configurable ERP System components; or
- f. Failure to comply with any other material term or condition of the Contract.

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

11.3.4.1 Set off against any other obligations the State may owe to the Contractor any damage or loss the State suffers by reason of any default;

11.3.4.2 Subject to the limitations in this Section, and notwithstanding any other provision in the agreement to the contrary, procure Services that are the subject of the Contract from another source and the Contractor shall be liable for (1) the cost difference between the original Contract price for the Services and the expense of acquiring from another source, and (2) as applicable, all administrative costs directly related to the replacement of the Services, such as costs of competitive

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bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs. Lawson will only be liable for such fees and costs as stated in this Section in an amount not to exceed fifty percent (50%) of the contract amount, all of which shall be subject to the limitation of liability set forth in this Contract;

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

11.3.5 Waiver of Event of Default

No failure by a 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 claim of default shall be deemed a waiver of the right of a party to enforce each and all of the provisions herein upon any further or other default by any or the other party.

11.4 Termination for Convenience

11.4.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by providing thirty (30) days written notice to the Contractor. In the event of such termination for convenience, the State shall pay the Contractor for Deliverables for which Acceptance has been given by the State in accordance with Exhibit B. Payment for Services or Deliverables provided prior to the date of termination for which Acceptance has not been given, shall be calculated on a prorated basis, e.g. percentage of work performed as reflected in the most recent Project Status Report, in accordance with Exhibit B.

11.4.2 During the thirty (30) day period, the Contractor shall wind down and cease its 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.

11.5 Termination for Conflict of Interest

11.5.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts.

11.5.2 In the event the Contract is terminated as provided above, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor if the Contractor knew or should have known about such conflict of interest.

11.6 Termination Procedure

11.6.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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11.6.2 After receipt of a notice of termination, and except as otherwise directed by the State in writing, the Contractor shall:

- a. Promptly return any State owned equipment and partially completed Deliverables for which it has been paid (Custom Software, Written, or Non-software);
- b. Comply with the provisions of Section 4.9 herein;
- c. Stop work under this Contract on the date, and to the extent specified, in the notice;
- d. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- e. 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 this Contract which is in the possession of the Contractor and in which the State has an interest;
- f. 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;
- g. Promptly return to the State its State Confidential Information and State Data; and
- h. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

11.7 Force Majeure

Neither party 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.

11.8 Confidential Information

11.8.1 Confidentiality of State's Information

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form. All right, title, and interest in and to the State's Confidential Information shall remain with the State. Subject to applicable federal or state laws and regulations including without limitation RSA Chapter 91-A, State Confidential Information shall not include information which: (i) was disclosed to the Contractor on a non-confidential basis from a source other

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than the State, which the Contractor believes is not prohibited from disclosing such information as a result of an obligation in favor of the State; (ii) is developed by the Contractor independently of, or was known by the Contractor prior to, any disclosure of such information made by the State; or (iii) is disclosed with the written consent of the State. The contractor~~A receiving party~~ also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction after it has provided the State with reasonable advance notice of such an order. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State's Confidential Information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's information, the Contractor 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.

11.8.2 Contractor's Confidential Information

Insofar as the Contractor seeks to maintain the confidentiality of its confidential information, the Contractor must clearly and in sufficient detail identify in writing the information it claims to be confidential. The Contractor acknowledges that the State is subject to the Right-to-Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the properly identified confidential information insofar as it is consistent with applicable state and federal laws and regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate with and assist the State with the collection and review of the Contractor's confidential information at no additional cost to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to the Contractor, without any State liability to the Contractor.

11.8.3 Notwithstanding the foregoing, this contract is a public document and, upon request, shall be disclosed by the State in its entirety.

11.8.4 This Section 11.8 shall survive termination of the Contract.

11.9 Limitation of Liability

Contractor shall not be liable for any consequential, special, indirect, punitive or exemplary damages. Subject to applicable laws and regulations, Contractor's liability shall be limited to actual damages and in no event shall Contractor's liability exceed one (1) times the contract amount.

The State shall not be liable for any consequential, special, indirect, punitive or exemplary damages. Subject to applicable laws and regulations, the State's

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liability to the Contractor shall not exceed one (1) times the contract amount. Subject to applicable laws and regulations, the foregoing limitation shall not apply to any claims of infringement by the State of the Contractor's intellectual property provided that Contractor may only pursue available remedies against the State, and the State reserves the right to assert all available and applicable defenses and immunities.

11.10 State's Sovereign Immunity

11.10.1 State's Immunity

Notwithstanding any provision of this Contract to the Contrary, 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 the Contract.

11.11 Project Closing

The Project described in this Contract will be closed (the "Closing Date") upon completion of all tasks in the statement of work.

11.12 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 THE CONTRACTOR:

Lawson Software, Inc.
Lawson Corporate Headquarters

380 St. Peter Street
St. Paul, MN 55102
Tel: (651) 767-7000

TO STATE:

State of New Hampshire
Commissioner, Department of Administrative
Services
25 Capitol Street, Room 120
Concord, NH 03301-6321
Tel: (603) 271-3201

11.13 Not a Joint Venture

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the State and the Contractors who become parties to this Contract.

11.14 Exhibits

The Exhibits referred to in and attached hereto are made a part of it as if fully included in the text.

11.15 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. Moreover, the terms of the sections addressing Intellectual Property, Records Retention and Access Requirements, Accounting Requirements, Confidential Information, Indemnification, and Liability, shall survive the termination of the Contract.

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12. DEFINITIONS

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	A <u>written</u> notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Period	The timeframe during which the Acceptance Test and/or review, as applicable, is performed.
Acceptance/ Criteria	The measures against which the Deliverables and Services shall be evaluated and the basis for Acceptance or Rejection thereof as described in the Contract (e.g. Test Plans, Training Plans, etc.). The Acceptance criteria shall be determined mutually between the State and the Contractor. If the State and the Contractor cannot come to an agreement on Acceptance Criteria or if the State and the Contractor cannot come to an agreement on the steps and criteria that will define this process, then the dispute resolution process outlined in Section 11.2 of this Contract may be initiated.
Acceptance Test	<ul style="list-style-type: none"> • The scope of Acceptance Test is validation and approval of the configured solution defined in this Contract, including all in scope development identified in this Contract. • State data used for Acceptance Test is migrated / converted from the State's legacy system. • Contractor has provided foundation content for test scripts/cases. • Contractor and State Project Managers have overseen execution of testing as prescribed in the Testing Plan. • State key users have executed the Acceptance Test and record results in the test cases. <p>State Process Owners have validated the Acceptance Test results</p> <p>No Deficiencies exist in the Application Software, the System, and Deliverables.</p>
Acceptance Test Plan or Test Plan	A document that describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests are to be performed.
Agency or Agencies	Any department, commission, board, institution, bureau, office, or other entity, by whatever name called, the legislative and judicial branches of state government, established in the constitution, statues, session laws or executive orders.
Approved Solution	The final design specifications for Lawson software functions to be used to control the configuration of the software. The Approved Solution for each software module or process shall be approved by it's respective functional State Lead

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	Stakeholder or Project Manager.
Budget Fiscal Year	The New Hampshire budget fiscal year which extends from July 1 st through June 30 th of the following calendar year.
CCP	Change Control Procedures.
CR	Change Request.
CM	Configuration Management.
Certification	CONTRACTOR Inc.'s written Certification and full supporting and written documentation (including without limitation test results as applicable) that a Deliverable is complete and ready for applicable Acceptance Testing or Review.
Change Order	The document used to propose and accept changes to the scope of work of the Project. (See Section 9.3)
Change Order Process	The steps and procedures followed to propose and accept changes to the scope of work under the Contract.
Contract Documents	The Contract Form P-37, and its corresponding Exhibits and Attachments.
Contracting Officer	A State officer identified in Section 1.9 of the Contract Agreement Form, hereto.
Contractor	The Implementation Services Contractor
COTS	Commercial Off-The-Shelf Software applications
Custom Software	Modifications or alterations of the ERP COTS and Documentation, use of the ERP COTS outside of Documentation, combination of ERP COTS or Services not provided or authorized by the ERP COTS Provider; and Software developed and provided that is required for a fully functional ERP System (e.g., interfaces, conversions, and other specialized code), in source code and object code formats. Enhancements provided during the Term shall be included as part of the Custom Software.
DAS	State of New Hampshire, Department of Administrative Services.
Data	State's records, files, forms, data and other documents or information that will be converted by the Contractor for processing.
Deficiency	A material failure, non-compliance, or defect in a Deliverable, the Software, or the System; or their not meeting and performing in accordance with the Specifications. Deficiencies shall be classified according to the following: <ul style="list-style-type: none"> • Highest Priority Deficiency (Severity Category 1 or equivalent) – Issue prevents overall implementation, delivery of a software module; entire business process; or other mission-critical functionality; or Issue prevents software from operating business-critical process or processes at one or more agencies.

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	<ul style="list-style-type: none"> • Urgent Priority Deficiency (Severity Category 2 or equivalent) - Issue prevents complete delivery of a business process without agreeable alternative(s) or other non-mission-critical functionality as required; or Issue prevents software from operating isolated process(es) or partial process(es) as designed at one or more agencies. • Priority Deficiency (Severity Category 3 or equivalent) - Issue prevents complete delivery of a business process without agreeable alternative(s) or other non-mission-critical functionality as required; or Issue prevents software from operating isolated process(es) or partial process(es) as designed at one or more agencies. • Lowest Priority Deficiency (Severity Category 4 or equivalent) - Issue prevents delivery of specified design; an agreeable alternative solution is identified; or Issue prevents software from operating as designed and trained.
Deliverable	Non-Software, Software, and Written Deliverables.
Department of Information Technology (DOIT)	The Department of Information Technology
Documentation	All "help" screens or other documentation describing the operation of the Lawson ERP software, which are delivered (in printed or electronic form) with the Lawson ERP software by Lawson, any subsequent updates, supplements and new versions of that documentation provided to the State by Contractor under the Product Warranty or Support and any copies of that documentation. Documentation excludes all advertising marketing materials requests for proposal, proposals, demonstration materials and other promotional information.
Effective Date	The date on which the Contract takes effect upon Governor and Council approval.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation.
ERP	The commercial off the shelf integrated, multifunction application software and media licensed to the State by Lawson, inclusive of Affinity third party software, for installation (in source code or object code), any repairs, replacements, upgrades, updates, enhancements and new releases provided to the State under Support or provided by a third party to the State, and any copies of that code and all "help" screen or other Documentation describing the operation of the Lawson ERP and associated third party software, which are delivered (in printed or electronic form) with the Lawson ERP by Contractor or a third party, any subsequent updates, supplements and new versions of that Documentation provided to the State by Contractor under the Lawson ERP

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	Warranty or Support or by a third party, and any copies of that documentation ("Documentation").
ERP Solution	The ERP Solution consisting of all Software, Services, Deliverables, and the ERP System.
FDM	Financial Data Management Division, Department of Administrative Services.
Federal Fiscal Year (FFY)	The Federal fiscal year which extends from October 1st through September 30 th of the following calendar year.
Firm Fixed Price Contract	A not to exceed contract based upon a flat fee to perform work as described in this Contract.
Full Scale Test	<p>Full Scale Test</p> <ul style="list-style-type: none"> • The scope of Full Scale Test is validation of the State's organizational readiness to Go Live. • State data used for Full Scale Test is migrated / converted from the State's legacy system. • Production hardware is utilized and performance testing is executed to validate the system performance is acceptable for production operation. • Contractor provide foundation content for test scripts/cases. • Contractor and State Project Managers oversee execution of testing as prescribed in the Testing Plan. • State End Users execute the Full Scale Test and record results in the test cases. • State Process Owners and Key Users validate the Full Scale Test results.
Function	Capabilities that provide a business process of the ERP System.
GAAP	Generally Accepted Accounting Principles.
GHRIS	The State's Government Human Resources System.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Implementation Services Contractor	Lawson Software Americas, Inc.
Information Technology (IT)	Tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and

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	various audio and video technologies.
Integration Testing	Tests to ensure that the data is accurate and processed per the Specifications; as it moves throughout the multiple software modules testing how modules interact properly before Systems Testing.
Letter of Final System Acceptance	The State's written notification to the Contractor of the State's Acceptance of the modules listed in Section 2.1.3, above.
Letter of Full Scale Test Acceptance	The State's written notification to the Contractor of the State's completion of the Full Scale Test. This letter shall be issued at the end of the Full Scale Test, absence the existence of any Deficiency, for each Module.
Letter of Full Scale Test Rejection	The State's written notification to the Contractor of the State's Rejection of the Full Scale Test. This letter shall be issued at the end of the Full Scale Test for each Module if a Deficiency exists.
Module	Stand-alone software segment of the ERP System that may contain one or more ERP Functions.
Non-Software Deliverables	Deliverables that are not Written or Software Deliverables.
Normal Business Hours	8:00 a.m. to 4:30 PM 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.
Notice to Proceed (NTP)	Official written notice from the State to the Contractor to commence work under the Contract.
Order of Precedence	The order in which Contract Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Proposal	Contractor's proposal submitted in response to RFP 2012-008.
Regression Testing	The selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.
Rejection	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review is not satisfied or has failed.
RFP (Request for Proposal)	Request For Proposal 2012-008.
Schedule	The dates set forth in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The tasks and services to be performed by the Contractor on

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	the Project.
Subject Matter Expert (SME)	Resource with expertise on a given functional topic or subject.
Software	All ERP COTS and Custom Software and their respective Documentation.
Solution	The products and services to be provided and performed by Contractor as described in the Contract.
Specifications	The detailed description of requirements and responsibilities, as stated in the Contract (excluding Exhibits K and L).
State	The State of New Hampshire, acting through the Department of Administrative Services.
State Confidential Information	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. Examples, include, but are not limited to, the following: Records of grand and petit juries; Records of parole and pardon boards; Personal school records of pupils; Records pertaining to internal personnel practices, commercial, or financial information, test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment, or academic examinations and personnel (SSN, payroll information) medical, welfare, library user, video tape sale or rental, and any other files whose disclosure would constitute invasion of privacy.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State's Project Manager (PM)	The State appointed manager of the ERP Project. This resource may be a State employee or a consultant hired by the State.
Statement of Work (SOW)	Statement of work portion of the Contract, Exhibit A.
SOW	Statement of Work.
Subcontractor	A person, partnership, or company or other entity, 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	The Lawson ERP system including all modules licensed from Lawson by the State of New Hampshire.
TBD	To Be Determined.
Third Party Software	Software that is not owned by Lawson (excluding Affinity).
Term	The term of the Contract, beginning upon approval by

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	Governor and Executive Council and ending on March 31, 2013.
Unit Testing	Contractor performs unit testing of all Lawson development according to the functional specifications approved by the State. When the development is complete, Lawson will deliver the developed software objects and documentation, and demonstrate the developed software to the State.
Warranty Period	A period of coverage in which the Contractor is responsible for providing a guarantee for products and Services delivered as defined for the Implementation Services Contractor in Exhibit H for the Warranty Period, System Warranty period, and Warranty Period Extensions.
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.
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.
Written Deliverables	Non-software written deliverable documentation (letter, report, manual, book, other) provided by Contractor either in paper or electronic format.

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 Exhibit B: Payment and Pricing Terms**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This Firm Fixed Price (FFP) Contract between the State of New Hampshire, Department of Administrative Services and the Contractor is an agreement to provide Lawson application migration services, for a not to exceed price of \$350,000. The Contractor shall be responsible for performing the work in accordance with the Contract, including without limitation, the requirements, terms, and conditions contained in the SOW and the Contract's corresponding Exhibits. This Contract will allow the Contractor to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the Price and Payment Table (Table 1) below, in accordance with this Exhibit B.

Table 1

ID	Milestone	Payment
	Planning	
1	Project initiation	\$ 18,000
	Development Environment	
2a	LSF installation and migration	
2b	Smart Office and T&E installation and migration	\$ 49,000
3a	LTM installation and migration	
3b	Strategic Sourcing installation and migration	\$ 55,000
4	Development phase acceptance	\$ 12,000
5a	DEV post migration audit and initial tuning run	
5b	DEV post migration knowledge transfer	\$ 36,000
6	Remote support per contract	\$ 17,000
	Production Environment	
7a	LSF installation and migration	

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ID	Milestone	Payment
7b	Smart Office and T&E installation and migration	\$ 44,000
8a	LTM installation and migration	
8b	Strategic Sourcing installation and migration	\$ 48,000
9a	Re-migrations	
9b	Go-live (pre and post) tuning and support	\$ 59,000
10	Production phase acceptance	\$ 12,000
	Total	\$ 350,000

2. Contractor Hourly Labor Rates

During the Project, the State may request additional Services outside of the scope of this Contract from Lawson ("Supplemental Services"). All requests for Supplemental Services are managed by the change order process in this Contract, see section 9.3 of Exhibit A. For 12 months after the Effective Date, Lawson shall provide to the State the Supplemental Services and/or Additional Work identified in a duly executed Change Order at the Fully Loaded Rates listed below (Table 2). In no instance shall the work requested under the above referenced process, and priced at the below referenced rates, cause the total value of expenditures under the Contract to exceed the Price Limitation set forth in Section 1.8 of the Form P-37.

Table 2

Services	Hourly Service Fee Rate
Technical Project Manager	\$232.00
Practice Director	\$315.00
Principal Systems Consultant	\$277.00
Systems Consultant—Landed	\$125.00
Systems Consultant—Remote Off-shore	\$100.00

3. INVOICING

Upon receipt of notice of Acceptance from the State with respect to a Milestone for which there is an associated or specified payment, the Contractor shall submit an invoice to the State requesting payment of the fee specified for that Milestone. All invoices submitted must meet with the approval of the State and said approval shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Milestones as permitted by the Contract. All invoices submitted by the Contractor

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shall contain appropriate documentation as necessary to support the fees or charges included on the invoice; shall comply with agreed upon terms concerning payment of such fees, charges, or other claims; and shall contain all information reasonably requested by the State. Notwithstanding any provision of the Contract to the contrary, the State shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the State believes the invoice is inaccurate or incorrect in any way. The Contractor shall not be entitled to receive any compensation over and above the fixed price of the Contract unless otherwise agreed in a Change Order, and subject to Governor and Executive Council approval, as applicable. No payment, including final payment, shall be construed as Acceptance of Deficient Deliverables, or incomplete work, and the Contractor, shall remain responsible for full performance in strict compliance with the Contract.

No advance payments shall be made for any goods, services, or Milestones furnished by the Contractor pursuant to the Contract.

The Contractor shall be paid within thirty (30) days upon successful completion of a Milestone and receipt of a properly documented invoice as described above.

4. PAYMENT ADDRESS

All payments are to be made to the following address:

Lawson Software, Inc.
Lawson Corporate Headquarters
380 St. Peter Street
St. Paul, MN 55102

5. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon notice.

6. EXPENSE

The Contractor must assume all travel and related expenses. All labor rates will be "Fully Loaded", including, but not limited to:

- Meals;
- Hotel;
- Airfare;
- Car rentals;
- Car mileage; and
- Out-of-pocket expenses.

7. SHIPPING AND DELIVERY FEE EXEMPTION

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

8. PROJECT HOLDBACK

In lieu of a project hold back, a "phase acceptance milestone" is included following Lawson's completion of the installation and migration tasks for the Development and Production environments. Payment of the milestone amount for each phase acceptance milestone is due 30 days after Lawson delivers each of the new

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Development and Production environments to the State, as long as no Severity Category 1 or Severity Category 2 Deficiencies impacting the functionality and usability of the environments, which are related to Lawson's delivery of installation and migration services, remain open. If such issues are open at that time, the State will release payment of such phase acceptance milestone immediately upon Lawson's resolution of all such issues.

9. DELIVERABLES AND MILESTONES DESCRIPTION

The Deliverables under the project are set forth and described in Table 3 below.
 Table 3

ID	Milestone	Type	Deliverable Description
	Planning		
1	Project initiation	Written	Project plan
	Development Environment		
2a	LSF installation and migration	Technical installation services	Installation and migration exit report for LSF
2b	Smart Office and T&E installation and migration	Technical installation services	Successful login into Smart Office and access to the T&E application
3a	LTM installation and migration	Technical installation services	Successful login into LTM and access to the LTM application
3b	Strategic Sourcing installation and migration	Technical installation services	Successful login into Strategic Sourcing (SS) and access to the SS application
4	Development phase acceptance	Written	State sign-off on phase acceptance 30 days after DEV environment is turned over to State, subject to closure of material open issues related to Lawson's services under the contract
5a	DEV post migration audit and initial tuning run	Technical installation services	DEV installation and migration audit, update to the exit report including performance review and tuning activities

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ID	Milestone	Type	Deliverable Description
5b	DEV post migration knowledge transfer	Technical support services	State sign-off of knowledge transfer activities on status report
6	Remote support per contract	Technical support services	State sign-off on completion
	Production Environment		
7a	LSF installation and migration	Technical installation services	Installation and migration exit report for LSF
7b	Smart Office and T&E installation and migration	Technical installation services	Successful login into Smart Office and access to the T&E application
8a	LTM installation and migration	Technical installation services	Successful login into Landmark and access to the LTM application
8b	Strategic Sourcing installation and migration	Technical installation services	Successful login into Landmark and access to the Strategic Sourcing application
9a	Re-migrations	Technical installation services	Exit report for re-migrations
9b	Go-live (pre and post) tuning and support	Technical support services	PRD installation and migration audit, update to the exit report including performance review and tuning activities
10	Production phase acceptance	Written	State sign-off on phase acceptance 30 days after PRD environment is turned over to State, subject to closure of material open issues related to Lawson's services under the contract

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Exhibit C: Special Provisions**

1. Delete Paragraph 14.1.1 and substitute the following: 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 no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions of this contract.

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Exhibit D: Administrative Services**

1. STATE MEETINGS AND REPORTS

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

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

- a. **Introductory Meeting:** Participants will include Lawson Key Project Staff and State Project leaders from both the Department of Administrative Services and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and Lawson Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Lawson Project Manager and the State Project Manager, or other mutually agreed upon project team members. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Lawson shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Lawson and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Lawson to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Lawson's responsibility.

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

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;

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- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.
- g. Report and remedies in case of falling behind Schedule

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

2. STATE-OWNED DOCUMENTS AND DATA

Lawson 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, Lawson shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Lawson 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*.

Lawson 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. Lawson and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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4. ACCOUNTING REQUIREMENTS

Lawson shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Lawson shall maintain records pertaining to the Services and all other costs and expenditures.

5. WORK HOURS

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

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Exhibit E: Implementation Services**

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A.** Lawson shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:
- B.** Lawson shall utilize an approach that fosters and requires the participation of State resources, uses their technical expertise to assist with the installation and configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- C.** Lawson shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- D.** Lawson shall adopt an Implementation time-line aligned with the State's required time-line. Any deviations from the State's required timeline must be communicated and mutually agreed upon.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established.

1.2.1 Project Infrastructure

The focus of the project is the acquisition and implementation of the project's development and production hardware infrastructure.

1.2.2 Implementation

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

The applications installations will be documented and the application will be ready for implementation in accordance with the State's schedule.

2. IMPLEMENTATION METHODOLOGY

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

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Lawson will install the in-scope applications based on their standard installation practices using qualified Lawson resources. The software to be installed on and migrated to the State's new infrastructure is as follows:

- Lawson System Foundation (S3)
- Lawson Smart Office
- Lawson Time and Expense
- Lawson Talent Management
- Lawson Strategic Sourcing

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 Exhibit F: Testing Services**

1. TESTING AND ACCEPTANCE

The State shall be responsible for testing the new Development and Production environments once Lawson has completed the in-scope installation and migration activities and handed the new environments over to the State. As part of its post installation services, Lawson shall provide assistance to the State in problem determination and resolution for issues related to Lawson's installation and migration services that are identified during the State's testing.

1.1 The State shall commence its testing activities upon receiving notification from Lawson that the installation and migration activities have been successfully completed and that the new environments are ready for testing.

Installation Testing

Lawson shall perform its standard testing and verification to confirm that the Lawson software has been properly installed on and migrated to the State's new Development and Production environments prior to handing the new environments over to the State for testing.

1.2 Acceptance Testing

The State is responsible for performing Acceptance Testing on the new Development and Production environments after Lawson has completed its installation and migration activities. Lawson shall provide assistance to the State in problem determination and resolution for issues related to Lawson's installation and migration services that are identified during Acceptance Testing. Lawson will have a systems consultant on site the week preceding go live of the new Production environment to support the State during the final Acceptance Testing.

Activity Description	The Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes.
Lawson Team Responsibilities	<ul style="list-style-type: none"> • Assist as needed during the Acceptance Test with software installation and migration related issues. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Development of the Acceptance Test Plan and the set of data for use during the Acceptance Test. • Validate the acceptance test environment. • Execute the test scripts and conduct Acceptance Test activities. • Document and summarize Acceptance test results. • Work jointly with Lawson in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for Acceptance Tests is the Acceptance Test Results. These results provide evidence that the new System meets the Acceptance criteria defined in the Work Plan.

1.3 Performance Tuning

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Lawson shall develop and document hardware and software configuration and tuning of the Lawson application environment.

1.3.1 Scope

The scope of **Performance Tuning** shall be to measure the System level metrics critical for the operation of the applications in the new Development and Production environments.

Performance tuning shall occur in the Development and Production environments and shall use a copy of the production databases migrated to those environments by the State.

1.3.2 Tuning

Tuning will be Lawson led and occur for both the Development and Production environments following completion of Lawson's installation and migration activities. Tuning is the process whereby the application performance is maximized, making tuning parameter changes to the environment.

1.4 System Acceptance

Thirty days after Lawson delivers the new Development and Production environments to the State, the State shall issue a letter of Final System Acceptance provided no Severity Category 1 or Severity Category 2 Deficiencies impacting the functionality and usability of the environments, which are related to Lawson's delivery of installation and migration services, remain open. If such issues are open at that time, the State will issue a letter of Final System Acceptance immediately upon Lawson's resolution of all such issues.

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Exhibit G: Work Plan

Lawson's Project Manager and the State Project manager shall finalize the Work Plan within 14 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 Lawson's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Lawson and State Project Managers.

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

In conjunction with Lawson's Project Management methodology, which shall be used to manage the Project's life cycle, the Lawson team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Lawson team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Lawson's Work Plan.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the implementation efforts.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Lawson shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Lawson Team shall perform this project at Lawson facilities.

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.
- Lawson assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Project Schedule

- Deployment is planned to begin in April, 2012 with planned go-live dates as documented in the Work Plan.

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Exhibit G: Work Plan

E. Reporting

- Lawson shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. Performance Tuning

- The State shall work with Lawson on Performance Tuning as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Lawson Team Roles and Responsibilities

1) Lawson Team Project Executive

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

2) Lawson Team Project Manager

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

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- 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) Lawson Team

The Lawson Team shall validate the Lawson Team's understanding of the State technical requirements by application, and install and migrate the Lawson applications consistent with those requirements:

- Install the Lawson applications in development and production environments on the infrastructure defined in the Lawson 9.0 Server Sizing Estimate for State of New Hampshire dated October 7, 2011.
- Perform technical migration activities to port the State's current Lawson environments to the new State infrastructure.
- Conduct performance tuning of the migrated applications;
- Provide problem determination and problem resolution for installation and migration related issues identified during the State's acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State; and
- Assist with the transition to production through on-site and remote mentoring and support activities as defined in the Work Plan.

B. State Roles and Responsibilities

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

1) State Project Manager

The State Project Manager shall work side-by-side with the Lawson Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), 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 Lawson team;
- Assist the Lawson 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;

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- 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 Lawson Project Manager of any urgent issues if and when they arise; and
- Assist the Lawson team staff to obtain requested information if and when required to perform certain project tasks.

2) 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:

- Assist the State and Lawson 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 Lawson 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; and
- Represent the technical efforts of the State at weekly project meetings.

3) State Network Administrator (DoIT)

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

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;

4) State Testing Coordinator (DAS/FDM)

The State's Testing Coordinator will lead the State's testing efforts. Responsibilities include:

- Coordinating the development of acceptance test plans;
- Coordinating acceptance tests;
- Chairing test review meetings;
- Report potential installation and migration related Deficiencies to Lawson;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

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3. CONVERSIONS

The State will be responsible for migrating the existing NHFIRST database and associated data to the new environments after Lawson has completed the application installation and migration activities.

4. 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 installation and migration project plan	5 days	4/9/12	4/13/12
Install in-scope Lawson applications on new hardware for development environment	20 days	4/16/12	5/11/12
Perform technical migration of current State application development environments to new hardware (in parallel with software installation)	20 days	4/23/12	5/18/12
Perform performance tuning of development environment and initial knowledge transfer on Landmark system administration	4 days	5/29/12	6/1/12
Provide knowledge transfer to State staff on Landmark system administration	5 days	June TBD**	June TBD**
Install in-scope Lawson applications on new hardware for production environment	33 days	5/21/12	7/6/12
Perform technical migrations of current State application production environments to new hardware (including re-migrations, in parallel with software installation)	33 days	5/29/12	7/13/12
Perform performance tuning and go-live support of production environment	15 days	7/23/12	8/10/12

* Duration refers to the number of scheduled business days the activities span and is not necessarily indicative of the number of hours required for the task during that time period.

** The Landmark System Administration class that is included in the NH FIRST HR/Payroll Implementation Services Contract will be scheduled and delivered prior to this knowledge transfer activity.

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WARRANTIES

The Contractor warrants the System as described below and in the Contract Documents.

1.1 Warranty of Design

The Contractor shall warrant that the services provided shall comply with the terms, conditions, and specifications of the contract and its deliverables.

1.2 Warranty of Professional Services

The Contractor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

1.3 Warranty of Implementation Delivery

The Contractor shall agree to maintain, repair, and correct Deficiencies in the installation, configuration and/or development of the Software as delivered as a result of the contract, including but not limited to the individual Modules, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract. The Contractor shall agree to maintain, repair, and correct Deficiencies that occur in the State's existing Lawson ERP Modules as a result of the installation, configuration and/or development of the software as delivered as a result of the Contract.

1.4 THE WARRANTIES IN THE AGREEMENT ARE MADE SOLELY BY CONTRACTOR AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor does not warrant that the Services, or Deliverables are free of defects in Severity Category Level 3 or Severity Category Level 4..

2. WARRANTY PERIODS

2.1 System Warranty Period

The Warranty Period for the new Development environment will commence upon completion of the Development phase acceptance milestone or on another mutually agreed to date and continue for 90 days. The Warranty Period for the new Production environment will commence upon completion of the Production phase acceptance milestone or on another mutually agreed to date and continue for 90 days. ~~Any Severity Category 1 or Severity Category 2 Deficiencies reported during the project or the Warranty Period will be remedied by Lawson at no additional charge to the State.~~

2.2 Warranty Period Extensions

All Severity Category 1 and Severity Category 2 Deficiencies emanating from the project period and/or discovered during the Warranty Period shall be corrected by the Contractor according to the Service Level Agreement below, unless specifically extended in writing by the State and Lawson, at no additional cost to the State.

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The Contractor shall agree to record, monitor and report on the status of Deficiencies prior to and after implementation and to categorize issues and respond to issues according to the following schedule or a mutually agreeable alternative:

DEFICIENCY / ISSUE SEVERITY CATEGORY	(A) PROJECT IMPACT (B) BUSINESS IMPACT	CONTRACTOR RESPONSE	RESOLUTION SCHEDULE (A) PROJECT (B) WARRANTY
1 HIGHEST PRIORITY	(A) ISSUE PREVENTS OVERALL IMPLEMENTATION, DELIVERY OF A SOFTWARE MODULE; ENTIRE BUSINESS PROCESS; OR OTHER MISSION-CRITICAL FUNCTIONALITY. (B) ISSUE PREVENTS SOFTWARE FROM OPERATING BUSINESS CRITICAL PROCESS OR PROCESSES AT ONE OR MORE AGENCIES.	RESPONSE WITHIN 2 HOURS OF REPORT DURING NORMAL HOURS OF OPERATION. CONTINUOUS EFFORT TO RESOLVE. ESCALATION CHANNEL PROVIDED FOR AFTER HOURS CONTACT.	(A) PRIOR TO ISSUE AFFECTING WEEKLY DEPENDENCIES, NEXT MILESTONE DATE OR PLANNED IMPLEMENTATION DATE – ACCORDING TO PROJECT WORK PLAN. (B) AS SOON AS POSSIBLE WITH CONTINUOUS EFFORT TO RESOLVE AND STATE RESOURCE REQUIREMENTS COMMUNICATED.

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DEFICIENCY / ISSUE SEVERITY CATEGORY	(A) PROJECT IMPACT (B) BUSINESS IMPACT	CONTRACTOR RESPONSE	RESOLUTION SCHEDULE (A) PROJECT (B) WARRANTY
2 URGENT PRIORITY	(A) ISSUE PREVENTS COMPLETE DELIVERY OF A BUSINESS PROCESS WITHOUT AGREEABLE ALTERNATIVE(S) OR OTHER NON-MISSION-CRITICAL FUNCTIONALITY AS REQUIRED. (B) ISSUE PREVENTS SOFTWARE FROM OPERATING ISOLATED PROCESS(ES) OR PARTIAL PROCESS(ES) AS DESIGNED AT ONE OR MORE AGENCIES.	RESPONSE WITHIN 4 BUSINESS HOURS OF REPORT DURING NORMAL HOURS OF OPERATION. ESCALATION CHANNEL PROVIDED FOR AFTER HOURS CONTACT.	(A) PRIOR TO ISSUE AFFECTING NEXT MILESTONE DATE OR PLANNED IMPLEMENTATION DATE – ACCORDING TO PROJECT WORK PLAN. (B) WITHIN THREE (3) BUSINESS DAYS.
3 PRIORITY	(A) ISSUE PREVENTS DELIVERY OF SPECIFIED DESIGN; AN AGREEABLE TEMPORARY (MANUAL) SOLUTION AND TEST PLAN ARE DEVELOPED AND IN PLACE. (B) ISSUE PREVENTS SOFTWARE FROM OPERATING AS DESIGNED, TEMPORARY ALTERNATIVE PROCESS IMPLEMENTED, NO DEGRADATION TO BUSINESS PROCESS OUTPUT.	RESPONSE WITHIN 8 BUSINESS HOURS OF REPORT DURING NORMAL HOURS OF OPERATION.	(A) PRIOR TO ISSUE AFFECTING NEXT MILESTONE DATE OR PLANNED IMPLEMENTATION – ACCORDING TO PROJECT WORK PLAN. (B) WITHIN TEN (10) BUSINESS DAYS.

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DEFICIENCY / ISSUE SEVERITY CATEGORY	(A) PROJECT IMPACT (B) BUSINESS IMPACT	CONTRACTOR RESPONSE	RESOLUTION SCHEDULE (A) PROJECT (B) WARRANTY
4 LOWER PRIORITY	(A) ISSUE PREVENTS DELIVERY OF SPECIFIED DESIGN; AN AGREEABLE ALTERNATIVE SOLUTION IS IDENTIFIED. (B) ISSUE PREVENTS SOFTWARE FROM OPERATING AS DESIGNED AND TRAINED.	RESPONSE WITHIN 1 BUSINESS DAY OF REPORT DURING NORMAL HOURS OF OPERATION.	(A) ALTERNATIVE SOLUTION IS DEVELOPED AND PLANNED FOR FULL IMPLEMENTATION WITHOUT JEOPARDIZING PROJECT WORK PLAN. (B) ALTERNATIVE SOLUTION IDENTIFIED AND TO BE IMPLEMENTED WITHIN FIFTEEN (15) BUSINESS DAYS.

Warranty Deficiencies Remedy and Acceptance

Following Lawson's notification to the State that Lawson has completed the remedy of a Deficiency reported during the Warranty Period ("Remedy"), the State shall have a period of five (5) business days or other mutually agreed to timeframe (the "Warranty Deficiency Remedy Acceptance Period") to determine whether the Lawson Remedy has effectively resolved the Deficiency. Within that time period, the State Project Manager is to notify the Lawson Project Manager in writing (email is considered acceptable for this notice) that State accepts or rejects the Lawson Remedy to the Deficiency. If the State is still actively evaluating the Remedy at the end of the Warranty Deficiency Remedy Acceptance Period, the State's Project Manager will notify the Lawson Project Manager that the State requires additional time to evaluate the Remedy. The two Project Managers will mutually agree to an appropriate extension of the Warranty Deficiency Remedy Acceptance Period. If the State's Project Manager has not notified the Lawson Project Manager within the Warranty Deficiency Remedy Acceptance Period that the State accepts or rejects the Remedy or requires more time to evaluate the Remedy, then the Lawson Remedy will be deemed to be accepted by the State.

If the State deems that the Remedy does not correct the reported Deficiency, the State's Project Manager shall, within the Warranty Deficiency Remedy Acceptance Period, give Lawson's Project Manager written notice that specifies in detail the remaining Deficiencies not addressed by the Remedy ("Rejection Notice"). Lawson will notify the State Project Manager if additional detail is required, and State will provide such additional detail within two (2) business days or mutually agreed to timeframe. Lawson will either use reasonable

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efforts to promptly cure any such Deficiencies in the rejected Lawson Remedy or explain why Lawson disagrees with the State's deemed Deficiency. After completing such cure, Lawson shall resubmit the rejected Lawson Remedy for the State's review and testing and the Warranty Deficiency Remedy Acceptance Period shall begin again as described in the paragraph above.

For all Warranty Services calls, the Contractor shall ensure the following information will be collected and maintained:

- nature of the Deficiency;
- current status of the Deficiency;
- action plans, dates, and times;
- expected and actual completion time;
- Deficiency resolution information;
- Resolved by;
- Identifying number i.e. work order number;

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

- mean time between reported Deficiencies with the Software;
- diagnosis of the root cause of the problem; and
- identification of repeat calls or repeat Software problems

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Exhibit I: Training Services**

Not applicable.

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Exhibit J: Lawson 9.0 Server Sizing Estimate for State of New Hampshire

The LAWSON 9.0 SERVER SIZING ESTIMATE FOR STATE OF NEW HAMPSHIRE dated October 17, 2011 with all included addenda, are included by reference.

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Exhibit K: Contractor Proposal titled State of New Hampshire System Technology Scope

The Contractor Proposal titled STATE OF NEW HAMPSHIRE SYSTEM TECHNOLOGY SCOPE dated March 14, 2012 with all included addenda, are included by.

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Exhibit M: Contractor Certificate of Insurance**

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Exhibit N: Contractor Certificate of Good Standing**