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

**Denis Goulet**  
*Commissioner*

June 5, 2015

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

**REQUESTED ACTION**

Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Labor at (DOL), to enter into a contract with ClarusTec, Inc. (Vendor # 211165) for web Application development and support, in the amount of \$359,823 from Governor and Executive Council approval through June 30, 2018. The term may be extended for an additional three years with Governor and Executive Council approval.

**100% Other (Agency Class 27) Funds: the agency Class 27 used by DOL to reimburse DoIT for this contract is 96% Workers' Compensation Insurance Assessments and 4% from the Inspection Fees-Certificates-Licenses fund.** Funding is available in the following Department of Information Technology accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for Fiscal Years 2016, 2017, and 2018 is contingent upon the availability and continued appropriation of funds.

<b>FY</b>	<b>CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE</b>	<b>BUDGET LINE NUMBER</b>	<b>AMOUNT</b>
<b>2015</b>	01-03-03-030010-76260000- DoIT- IT for DOL 046-500465 – IT Consultants	03230028	\$47,000
<b>2016</b>	01-03-03-030010-76260000- DoIT- IT for DOL 046-500465 – IT Consultants	03230028	\$98,823
<b>2017</b>	01-03-03-030010-76260000- DoIT- IT for DOL 046-500465 – IT Consultants	03230028	\$107,000
<b>2018</b>	01-03-03-030010-76260000- DoIT- IT for DOL 046-500465 – IT Consultants	03230052	\$107,000
	<b>GRAND TOTAL</b>		<b>\$359,823</b>

**EXPLANATION**

This contract covers development and support services for the Department of Labor Web Site. This support includes system maintenance as well as web site enhancements and mandated changes. The contract is the result of DoIT RFP 2015-099 which was issued on February 26, 2015. After careful evaluation and after receiving company presentations from the four responding companies the highest scoring vendor, ClarusTec, Inc., was chosen as the best value to the State.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council

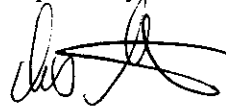
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June 5, 2015

The current Department of Labor website presents the public with information needed to help them determine whether they are in compliance with New Hampshire labor laws. It serves as a source for labor laws and rules, State forms and publications, rate calculators, frequently asked questions and contact information for Department of Labor officials. The site however is static and does not allow the public to do such things as submit data to DOL to file required State forms, report injuries, process school to work requests, and to respond to workers comp coverage questions. This contract will hire experienced consultants who will build this functionality into the web site, it will allow the contractor to train DoIT personnel to maintain and operate this new functionality and it will serve as a resource to update and repair this functionality should problems arise or should legislation require changes to the web site.

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

Respectfully submitted,



Denis Goulet  
Commissioner

DG/dcp

2015-099

A&E RID # 16759

Cc: David Perry, Contracts Manager, Bureau of Finance & Administration  
Joe Nadeau, DOL IT Lead



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[www.nh.gov/doi](http://www.nh.gov/doi)

**Denis Goulet**  
*Commissioner*

June 5, 2015

James W. Craig  
Commissioner  
Department of Labor  
95 Pleasant Street  
Concord, NH 03301

Dear Commissioner Craig:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with ClarusTec, Inc. as described below and referenced as DoIT No. 2015-099.

Currently the Department of Labor web site is static and does not allow citizens to perform tasks such as filing State forms, reporting injuries, processing school to work requests or responding to DOL workers comp coverage questions. This contract will hire experienced consultants who will build this additional functionality into the DOL web site. The contract will also allow the contractor to train DoIT personnel to maintain and operate this new functionality and it will serve as a resource to update and repair this functionality should problems arise or should legislation require changes to the web site. Total contract value is \$359,823. The Term of the contract is from Governor and Executive Council Approval through June 30, 2018. The contract may be extended an additional three years with Governor and Executive Council approval.

Please inform this office of upcoming events associated with processing this RFP so that we may stay involved.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet'.

Denis Goulet

DG/dcp

cc: Joseph Nadeau

## Department of Labor Web Development Contract Scoring Summary

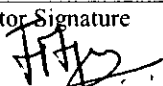
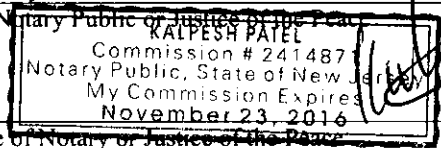
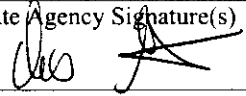
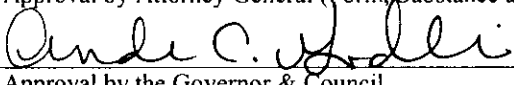
2015-099 Web Development									
Company	Company Address	Company Qualifications 150 Points Max	Technical, Service and PM Exp and Approach 200 Points max	Staff Qualifications 200 Points Max	Solution, Design, Architect 150 Points Max	Solution Cost	Solution Cost Points 300 Pts Max	TOTAL 1000 Pts Max	
ClarusTec, Inc.	347 Plainfield Ave, Suite 104, Edison, NJ 08817	87.5	125.5	125.1	83.6	\$ 98,823	271.73	693.5	
Kyran Research Assoc INC	127 John Clarke Road, Middletown, RI 02842	100.0	135.5	126.6	82.5	\$ 231,160	167.69	612.3	
Stellarware, Inc.	140 N. Franklin Street, Suite 2-1, Holbrook, MA 02343	90.0	118.4	123.1	78.8	\$ 154,182	174.07	584.3	
Voyager Systems, Inc.	Pine Tree Plaza, 380 Route 101, Suite 1501, Bedford, NH 03110	105.0	114.5	114.5	78.8	\$ 129,505	244.35	657.1	
MEA	58 Elm Street, New Haven, CT 06510	48.8	43.8	38.8	32.6	\$ 359,860	90.21	254.1	
							Max Points	893.5	

Project Scoring Team	
Name	Job and title
Mary Hillier	Department of Labor web site administrator
Rudolph Ogdien	Department of Labor Legal Council
Rebecca Gamache	DoIT's Web Support Division's Head of Web Application Development and Support
Joseph Nadeau	DOIT IT lead for DOIT at the Department of Labor

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WEB DEVELOPMENT AND SUPPORT  
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The State of New Hampshire and the ClarusTec hereby mutually agree as follows:

**GENERAL PROVISIONS**

1.1 State Agency Name Department of Information Technology in support of Department of Labor		1.2 State Agency Address 27 Hazen Drive Concord NH 03301	
1.3 Contractor Name ClarusTec Inc.		1.4 Contractor Address 347 Plainfield Ave, Suite 104, Edison, NJ 08817	
1.5 Contractor Phone Number 1-732-568-4762	1.6 Account Number 010-003-7626-046	1.7 Completion Date 06/30/2018	1.8 Price Limitation \$359,823
1.9 Contracting Officer for State Agency Joseph Nadeau		1.10 State Agency Telephone Number 603-271-6872	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Ajith J Pillai, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NJ</u> , County of <u>Middlesex</u>  On <u>06/03/2015</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 of Justice of the Peace [seal]			
1.13.2 Name & Title of Notary of Justice of the Peace			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory Denis Goulet / Commissioner DOIT	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>6/9/15</u>			
1.18 Approval by the Governor & Council By _____ On: _____			

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**TERMS AND DEFINITIONS**

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

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

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<b>Contract Agreement</b>	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
<b>Contractor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CR</b>	Change Request
<b>CSAT</b>	Customer Satisfaction
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its



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	<p>Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>DOL</b>	Department of Labor
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>EDMS</b>	Electronic Document Management System
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost

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	experience in performing the Contract
<b>FROI</b>	First Report of Injury
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>IBM</b>	International Business Machines corporation
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by ClarusTec as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>LIIS</b>	Local Instructional Improvement System
<b>NHDOL</b>	New Hampshire Department of Labor
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to

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	begin work on the Contract on a given date and time
<b>Nous</b>	Nous Inforsystems Pvt Ltd
<b>NTE</b>	Not To Exceed
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>R&amp;D</b>	Research and Development
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service

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	resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Labor 95 Pleasant St Concord, NH 03301 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to

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	public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State’s representative with regard to Project oversight
<b>State’s Project Manager (PM)</b>	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>STW</b>	School to Work
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when ClarusTec is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization

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<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which ClarusTec is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Labor (“State”), and ClarusTec, Inc. a New Jersey Corporation, (“ClarusTec”), having its principal place of business at 347 Plainfield Ave, Suite 104, Edison, NJ 08817

This contract provides the State with long term technical services related to the development and support of applications on Labor’s web site. All existing, proposed and future applications will be developed in Microsoft asp.net. This contract includes four (4) web application development deliverables defined with business requirements and accompanying functional designs. Future application development efforts will also be defined with business requirements and functional designs provided by the State followed by Vendor quoting with not to exceed pricing. All applications will reside within the State’s virtual environment to which the Vendor will have limited access. Vendor development and testing of these applications will be performed in a Vendor managed environment. Deployment to the State will require the solutions to be precompiled and packaged with Vendor developed scripts for installation into the State’s server environment. Upon transfer to the State, solutions will be reviewed for adherence to State standards and policies followed by acceptance testing. State resources embedded at the Department of Labor will provide first line support on both the current NHDOL web static site and application site. The Vendor will be responsible for development of new applications and supporting the State first line supporters on the applications. Vendor application support will be performed on a time and materials basis. The Vendor will have no responsibility for support of the static site. DoIT web services will be responsible for maintaining the State server environment which includes hardware and COTS software. The State will also be responsible for database backups, disaster recovery planning and source code versioning.

**RECITALS**

The State desires to have ClarusTec provide web application development and support services for the State;

ClarusTec wishes to provide web application development and support services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

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

- A. The Contract Agreement – General Provisions
- B. Consolidated Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule

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Exhibit C- Special Provisions  
Exhibit D- Administrative Services  
Exhibit E- Implementation Services  
Exhibit F- Testing Services  
Exhibit G- Maintenance and Support Services  
Exhibit H- Requirements  
Exhibit I- Work Plan  
Exhibit J- Software License and Related Terms  
Exhibit K- Warranty and Warranty Services  
Exhibit L- Training Services  
Exhibit M- Agency RFP with Addendums, by reference  
Exhibit N- The Vendor Proposal, by reference  
Exhibit O- Certificates and Attachments

**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*, Contract Agreement.
- b. State of New Hampshire, Department of Labor, Web Development and Support, Contract 2015-099.
- c. State of New Hampshire, Department of Labor, RFP 2015-099.
- d. Vendor Proposal response to RFP 2015-099.

**2. CONTRACT TERM**

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

The Contract shall begin on the Effective Date and extend through 6/30/2018. The Term may be extended up to three (3) years (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

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



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**3. COMPENSATION**

**3.1 CONTRACT PRICE**

The Contract Price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

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

The State reserves the right to offset from any amounts otherwise payable to the ClarusTec under this Agreement those liquidated amounts required or permitted by N.H. RSA80:7 through RSA 80:7-c or any other provision of law.

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 General Provisions Page 1, block 1.8.

**3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT**

This is a Non-Exclusive, Not To Exceed Contract with price and term limitations as set forth in the Contract.

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

**4. CONTRACT MANAGEMENT**

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

**4.1 THE VENDOR'S CONTRACT MANAGER**

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

Dilip Ranjith

*JH*

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Project Manager  
ClarusTec, Inc.  
347 Plainfield Ave.  
Suite 104  
Edison, NJ, 08817  
Tel: 732-485-3614  
Email: dilipr@clarustec.com

**4.2 THE VENDOR’S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

ClarusTec shall assign a Project Manager who meets the requirements of the Contract. ClarusTec’s selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State’s approval process may include, without limitation, at the State’s discretion, review of the proposed ClarusTec Project Manager’s resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of ClarusTec’s Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State’s satisfaction.

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

**4.2.3** ClarusTec shall not change its assignment of ClarusTec Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ClarusTec’s Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than ClarusTec Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. ClarusTec shall assign a replacement ClarusTec Project Manager within ten (10) business days of the departure of the prior ClarusTec Project Manager, and ClarusTec shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim ClarusTec Project Manager.

JA

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

4.2.5 ClarusTec Project Manager is:  
Dilip Ranjith  
Project Manager  
347 Plainfield Ave, Suite 104  
Edison, NJ, 08817  
Tel: 732-568-4762  
Email: dilipr@clarustec.com

**4.3 ClarusTec KEY PROJECT STAFF**

4.3.1 ClarusTec shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on ClarusTec Key Project Staff. The State reserves the right to require removal or reassignment of ClarusTec's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 ClarusTec shall not change any ClarusTec Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ClarusTec Key Project Staff will not be unreasonably withheld. The replacement ClarusTec Key Project Staff shall have comparable or greater skills than ClarusTec Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare ClarusTec in default and to pursue its remedies at law and in equity, if ClarusTec fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with ClarusTec's replacement Project staff.



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

ClarusTec's Key Project Staff:	Title
Key Member(s)	
Dilip Ranjith	Project Manager
Vinoj Kumar	Lead Architect
Rajesh	Senior Developer

**4.4 STATE CONTRACT MANAGER**

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

Joseph Nadeau  
IT Manager DoIT/Labor  
95 Pleasant Street  
Concord NH 03301  
Tel: 603-271-6872  
Email: Joseph.Nadeau@doit.nh.gov

**4.5 STATE PROJECT MANAGER**

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

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

The State Project Manager is:

Joseph Nadeau  
IT Manager DoIT/Labor  
95 Pleasant Street  
Concord NH 03301  
Tel: 603-271-6872  
Email: Joseph.Nadeau@doit.nh.gov

**4.6 REFERENCE AND BACKGROUND CHECKS**

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and ClarusTec Key Project Staff. The State shall maintain

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the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State’s Information, Confidentiality.*

**5. DELIVERABLES**

**5.1 VENDOR RESPONSIBILITIES**

ClarusTec shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

ClarusTec may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 18: *General Terms and Conditions* herein. ClarusTec must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider ClarusTec to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**5.2 DELIVERABLES AND SERVICES**

ClarusTec shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

Upon its submission of a Deliverable or Service, ClarusTec represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

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

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

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**5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE**

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

**5.5 SECURITY**

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

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

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

**6. SOFTWARE**

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

**7. SERVICES**

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

**7.1 ADMINISTRATIVE SERVICES**

ClarusTec shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

**7.2 IMPLEMENTATION SERVICES**

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

**7.3 TESTING SERVICES**

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

**7.4 TRAINING SERVICES**

ClarusTec shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

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**7.5 MAINTENANCE AND SUPPORT SERVICES**

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

**7.6 WARRANTY SERVICES**

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

**8. WORK PLAN DELIVERABLE**

ClarusTec shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

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

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

In the event of any delay in the Schedule, ClarusTec must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of ClarusTec or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by ClarusTec to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from ClarusTec's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

*JH*

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**9. CHANGE ORDERS**

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

ClarusTec may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to ClarusTec's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

**10. INTELLECTUAL PROPERTY**

**10.1 SOFTWARE TITLE**

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

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and the associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.



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**10.2 STATE'S DATA AND PROPERTY**

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

**10.3 VENDOR'S MATERIALS**

Subject to the provisions of this Contract, ClarusTec may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, ClarusTec shall not distribute any products containing or disclose any State Confidential Information. ClarusTec shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by ClarusTec employees or third party consultants engaged by ClarusTec.

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

**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

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

**10.5 CUSTOM SOFTWARE SOURCE CODE**

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

**10.6 SURVIVAL**

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

*JH*

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

**11.1 USE OF STATE’S INFORMATION**

In performing its obligations under the Contract, ClarusTec may gain access to information of the State, including State Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). ClarusTec shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for ClarusTec’s performance under the Contract.

**11.2 STATE CONFIDENTIAL INFORMATION**

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

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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. ClarusTec shall immediately notify the State if any request, subpoena or other legal process is served upon ClarusTec regarding the State Confidential Information, and ClarusTec shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, ClarusTec shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**11.3 VENDOR CONFIDENTIAL INFORMATION**

Insofar as ClarusTec seeks to maintain the confidentiality of its confidential or proprietary information, ClarusTec must clearly identify in writing all information it claims to be

JM

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

**11.4 SURVIVAL**

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

**12 LIMITATION OF LIABILITY**

**12.1 STATE**

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

**12.2 ClarusTec**

Subject to applicable laws and regulations, in no event shall ClarusTec be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and ClarusTec's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – Page 1, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to ClarusTec's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

**12.3 STATE'S IMMUNITY**

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

**12.4 SURVIVAL**

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

**13 INDEMNIFICATION.**

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

**14 TERMINATION**

This Section 14 shall survive the termination or Contract Conclusion.

**14.1 TERMINATION FOR DEFAULT**

Any one or more of the following acts or omissions of ClarusTec shall constitute an event of default hereunder (“Event of Default”)

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide ClarusTec written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If ClarusTec fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving ClarusTec notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give ClarusTec a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to ClarusTec during the period from

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the date of such notice until such time as the State determines that ClarusTec has cured the Event of Default shall never be paid to ClarusTec.

- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and ClarusTec shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

**14.2 TERMINATION FOR CONVENIENCE**

14.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to ClarusTec. In the event of a termination for convenience, the State shall pay ClarusTec the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

14.2.2 During the thirty (30) day period, ClarusTec shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**14.3 TERMINATION FOR CONFLICT OF INTEREST**

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

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In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if ClarusTec did not know, or reasonably did not know, of the conflict of interest.

- 14.3.2** In the event the Contract is terminated as provided above pursuant to a violation by ClarusTec, the State shall be entitled to pursue the same remedies against ClarusTec as it could pursue in the event of a default of the Contract by ClarusTec.

**14.4 TERMINATION PROCEDURE**

- 14.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require ClarusTec to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 14.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, ClarusTec shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of ClarusTec and in which the State has an interest;
  - d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
  - e. Provide written Certification to the State that ClarusTec has surrendered to the State all said property.
  - f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**15 CHANGE OF OWNERSHIP**

In the event that ClarusTec should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with ClarusTec, its successors or assigns for the full

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remaining term of the Contract; continuing under the Contract with ClarusTec, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to ClarusTec, its successors or assigns.

**16 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**16.1** ClarusTec shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**16.2** ClarusTec shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubClarusTecs, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve ClarusTec of any of its obligations under the Contract nor affect any remedies available to the State against ClarusTec that may arise from any event of default of the provisions of the contract. The State shall consider ClarusTec to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**16.3** Notwithstanding the foregoing, nothing herein shall prohibit ClarusTec from assigning the Contract to the successor of all or substantially all of the assets or business of ClarusTec provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that ClarusTec should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with ClarusTec, its successors or assigns for the full remaining term of the Contract; continue under the Contract with ClarusTec, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to ClarusTec, its successors or assigns.

**17 DISPUTE RESOLUTION**

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

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

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**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>ClarusTec</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Dilip Ranjith ClarusTec Project Manager	Joseph Nadeau State Project Manager (PM)	5 Business Days
<b>First</b>	Craig Potter VP Strategic Sales & Alliances NA	Christiana Goodwin Director DoIT ASD Division	10 Business Days
<b>Second</b>	Ajith Pillai CEO	Denis Goulet DoIT Commissioner James Craig DOL Commissioner	15 Business Days

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

**18 GENERAL TERMS AND CONDITIONS**

**18.1 CONDITIONAL NATURE OF CONTRACT**

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

The State shall not be required to transfer funds from any other account to the account identified in General Provisions, Page 1, block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

**18.2 COMPLIANCE BY CLARUSTEC WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY**



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**18.2.1** In connection with the performance of the Contract, ClarusTec shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon ClarusTec, including, but not limited to, civil rights and equal opportunity laws. ClarusTec shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, ClarusTec shall comply with all applicable copyright laws.

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

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

**18.3 REGULATORY/GOVERNMENT APPROVALS**

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

**18.4 WORKERS' COMPENSATION.**

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

**18.4.2** To the extent the ClarusTec is subject to the requirements of N.H. RSA chapter 281-A, ClarusTec shall maintain, and require any subClarusTec or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. ClarusTec 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

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other claim or benefit for ClarusTec, or any subClarusTec or employee of ClarusTec, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**18.5 PERSONNEL**

**18.5.1** The performance of ClarusTec' obligations under the Contract shall be carried out by ClarusTec. ClarusTec shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform ClarusTec' obligations under the Contract. ClarusTec warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**18.5.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7), ClarusTec shall not hire, and shall not permit any subClarusTec 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 the Contract. This provision shall survive termination of the Contract

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

**18.6 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 ClarusTec.

**18.7 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 I .4, herein.

**18.8 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.

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**18.9 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 insures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement 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.

**18.10 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.

**18.11. 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.

**18.12 SPECIAL PROVISIONS.**

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

**18.13. 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.

**18.14. 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.

**18.15 TRAVEL EXPENSES**

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

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**18.16 SHIPPING AND DELIVERY FEE EXEMPTION**

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

**18.17 PROJECT WORKSPACE AND OFFICE EQUIPMENT**

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The State agency will work with ClarusTec to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for ClarusTec's staff.

**18.18 ACCESS/COOPERATION**

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

**18.19 REQUIRED WORK PROCEDURES**

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

**18.20 COMPUTER USE**

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall ClarusTec access or attempt to access any information without having the express authority to do so.
- c. That at no time shall ClarusTec access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times ClarusTec must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by ClarusTec. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if ClarusTec is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**18.21 EMAIL USE**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as

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“internal Email systems” or “State-funded Email systems.” ClarusTec understand and agree that use of email shall follow State standard policy (available upon request).

**18.22 INTERNET/INTRANET USE**

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

**18.23 REGULATORY GOVERNMENT APPROVALS**

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

**18.24 INSURANCE**

**18.24.1 ClarusTec Insurance Requirement**

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

18.24.1.1 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

18.24.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1 herein, in an amount not less than 80% of the whole replacement value of the property.

**18.24.2** The policies described in subparagraph 19.9.1.1 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. **18.24.3** The ClarusTec 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. ClarusTec 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 entified 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.

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

**18.25 EXHIBITS**

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

**18.26 VENUE AND JURISDICTION**

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

**18.27 SURVIVAL**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 13: Indemnification which shall all survive the termination of the Contract.

**18.28 WORK FOR HIRE**

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

**18.29 FORCE MAJEURE**

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

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

**18.30 NOTICES**

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

TO CLARUSTEC:

CLARUSTEC  
ATTN: DILIP RANJITH  
347 PLAINFIELD AVE.  
SUITE 104  
EDISON, NJ 08817

TEL: (732) 568-4762

TO STATE:

NH DEPARTMENT OF LABOR  
ATTN: JOSEPH NADEAU  
95 PLEASANT STREET  
CONCORD, NH, 03301

TEL: (603) 271-6872

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EXHIBIT A  
DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

**Project Overview**

The general scope of the project is to provide the State with long term technical services related to the development and support of applications on Labor's web site. All applications will be housed within the State's NH.Gov virtual environment which is owned and managed by the State's Department of Information Technology. The State will be responsible for database backups, disaster recovery planning and source code versioning. All applications will be developed under a framework dictated by the State under Not-To-Exceed pricing and will be developed based on detailed requirements provided by the State. The Vendor will provide application support on a time and materials basis to the State resources acting as first line supporters to both internal and external users of the site. The Vendor will be responsible for providing and maintaining their own development and testing environments.

**General Project Assumptions**

1. ClarusTec will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and ClarusTec Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

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

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Review Acknowledgement of Reference Documents Accompanying RFP Deliverables	Written	06/01/2015
2	Conduct Project Kickoff Meeting	Non-Software	06/01/2015
3	Work Plan	Written	06/15/2015



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4	Deliverable 1 (Contact DOL Public-Side) – Develop Solution	Software	07/14/2015
5	Deliverable 1 (Contact DOL Public-Side) – Transfer Test Results and Solution Package to State	Written/ Software	07/14/2015
6	Deliverable 1 (Contact DOL Public-Side) – Pass State Code Review and Acceptance Testing	Non Software	07/29/2015
7	Deliverable 1 (Contact DOL Public-Side) – Implement to Production	Non Software	08/06/2015
8	Deliverable 1 (Contact DOL Public-Side) – 10% Holdback	Non Software	09/07/2015
9	Deliverable 2 (Contact DOL Admin-Side) – Develop Solution	Software	10/14/2015
10	Deliverable 2 (Contact DOL Admin-Side) – Transfer Test Results and Solution Package to State	Software	10/14/2015
11	Deliverable 2 (Contact DOL Admin-Side) – Pass State Code Review and Acceptance Testing	Written	10/29/2015
12	Deliverable 2 (Contact DOL Admin-Side) – Implement to Production	Non Software	11/06/2015
13	Deliverable 2 (Contact DOL Admin-Side) – 10% Holdback	Non Software	12/07/2015
14	Deliverable 3 (First Report of Injury Online Submission) – Develop Solution	Software	02/09/2016
15	Deliverable 3 (First Report of Injury Online Submission) – Transfer Test Results and Solution Package to State	Software	02/09/2016
16	Deliverable 3 (First Report of Injury Online Submission) – Pass State Code Review and Acceptance Testing	Written	02/24/2016
17	Deliverable 3 (First Report of Injury Online Submission) – Implement to Production	Non Software	03/03/2016
18	Deliverable 3 (First Report of Injury Online Submission) – 10% Holdback	Non Software	04/03/2016
19	Deliverable 5 (School-To-Work Online Submission) – Develop Solution	Software	04/26/2016
20	Deliverable 5 (School-To-Work Online Submission) – Transfer Test Results and Solution Package to State	Software	04/26/2016
21	Deliverable 5 (School-To-Work Online Submission) – Pass State Code Review	Written	05/11/2016

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DELIVERABLES**

	and Acceptance Testing		
22	Deliverable 5 (School-To-Work Online Submission) - Implement to Production	Non Software	05/19/2016
23	Deliverable 5 (School-To-Work Online Submission) - 10% Holdback	Non Software	06/19/2016
24	As needed ongoing support, break fix repairs and consulting services on future deliverables.	Software	07/01/2016
25	FY17 As needed ongoing support, break fix repairs and consulting services on future deliverables.	Software	07/01/2017
26	FY18 As needed ongoing support, break fix repairs and consulting services on future deliverables.	Software	07/01/2018

Note - All dates shall be moved to correspond with the difference between the start date and the date of Contract approval by the Governor and Executive Council.

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) with a maximum contract value of \$359,823 for the period between the Effective Date through June 30, 2018. ClarusTec shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ClarusTec to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
1	Review Acknowledgement of Reference Documents Accompanying RFP Deliverables	Written	
2	Conduct Project Kickoff Meeting	Non-Software	
3	Work Plan	Written	
4	Deliverable 1 (Contact DOL Public-Side) – Develop Solution	Software	
5	Deliverable 1 (Contact DOL Public-Side) – Transfer Test Results and Solution Package to State	Written/ Software	\$7,045
6	Deliverable 1 (Contact DOL Public-Side) – Pass State Code Review and Acceptance Testing	Non Software	\$1,584
7	Deliverable 1 (Contact DOL Public-Side) – Implement to Production	Non Software	\$2,138
8	Deliverable 1 (Contact DOL Public-Side) – 10% Holdback	Non Software	\$1,195
9	Deliverable 2 (Contact DOL Admin-Side) – Develop Solution	Software	
10	Deliverable 2 (Contact DOL Admin-Side) – Transfer Test Results and Solution Package to State	Software	\$18,439
11	Deliverable 2 (Contact DOL Admin-Side) – Pass State Code Review and Acceptance Testing	Written	\$1,584
12	Deliverable 2 (Contact DOL Admin-Side) – Implement to Production	Non Software	\$2,138
13	Deliverable 2 (Contact DOL Admin-Side) – 10% Holdback	Non Software	\$2,462

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14	Deliverable 3 (First Report of Injury Online Submission) – Develop Solution	Software	
15	Deliverable 3 (First Report of Injury Online Submission) – Transfer Test Results and Solution Package to State	Software	\$32,095
16	Deliverable 3 (First Report of Injury Online Submission) – Pass State Code Review and Acceptance Testing	Written	\$1,584
17	Deliverable 3 (First Report of Injury Online Submission) – Implement to Production	Non Software	\$1,821
18	Deliverable 3 (First Report of Injury Online Submission) – 10% Holdback	Non Software	\$3,944
19	Deliverable 5 (School-To-Work Online Submission) – Develop Solution	Software	
20	Deliverable 5 (School-To-Work Online Submission) – Transfer Test Results and Solution Package to State	Software	\$17,110
21	Deliverable 5 (School-To-Work Online Submission) – Pass State Code Review and Acceptance Testing	Written	\$1,584
22	Deliverable 5 (School-To-Work Online Submission) – Implement to Production	Non Software	\$1,821
23	Deliverable 5 (School-To-Work Online Submission) – 10% Holdback	Non Software	\$2,279
24	FY16 As needed ongoing support, break fix repairs and consulting services on future deliverables.	Software	\$47,000
25	FY17 As needed ongoing support, break fix repairs and consulting services on future deliverables.	Software	\$107,000
26	FY18 As needed ongoing support, break fix repairs and consulting services on future deliverables.	Software	\$107,000
		<b>TOTAL</b>	<b>\$359,823</b>

**1.3 Proposed Vendor Staff, Resource Hours and Rates Worksheet**

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

**Table 1.3 : Proposed Vendor Staff, Resource Hours and Rates Worksheet**

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PRICE AND PAYMENT SCHEDULE**

<b>Deliverable 1 - Contact DOL Public-Side</b>					
<b>Title</b>	<b>Name</b>	<b>Service Description</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Hours X Rate</b>
Position #1 Project Manager	Dilip Ranjith	System Study	24	\$80	\$1,920
Position #2 UI Designer	TBD	UI Design and Develop	30	\$22	\$660
Position #3 Architect	Vinoj Kumar	System Design/ Technical State to ClarusTec Liasion	21.8	\$25	\$545
	TBD	System Design			
Position #4 Developer	Rajesh	Development	320.6	\$22	\$7,053
Position #5 Tester/QA	TBD	Testing Activities	81.1	\$22	\$1,784
<b>TOTALS</b>			501.5		\$11,962
<b>Deliverable 2 - Contact DOL Admin-Side</b>					
<b>Title</b>	<b>Name</b>	<b>Service Description</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Hours X Rate</b>
Position #1 Project Manager	Dilip Ranjith	System Study	32	\$80	\$2,560
Position #2 UI Designer	UI Designer	UI Design and Develop	66.2	\$22	\$1,456
Position #3 Architect	Vinoj Kumar	System Design/ Technical State to ClarusTec Liasion	61.6	\$25	\$1,540
	TBD	System Design			
Position #4 Developer	Developer Rajesh	Development	690.5	\$22	\$15,191
Position #5 Tester/QA	Tester/QA	Testing Activities	176.2	\$22	\$3,876
<b>TOTALS</b>			1082.5		\$24,623
<b>Deliverable 3 - First Report of Injury Online Submission</b>					

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<b>Title</b>	<b>Name</b>	<b>Service Description</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Hours X Rate</b>
Position #1 Project Manager	Dilip Ranjith	System Study	40	\$80	\$3,200
Position #2 UI Designer	TBD	UI Design and Develop	146.6	\$22	\$3,225
Position #3 Architect	Vinoj Kumar	System Design/ Technical State to ClarusTec Liasion	88	\$25	\$2,200
	TBD	System Design			
Position #4 Developer	Rajesh	Development	1,114.28	\$22	\$24,514
Position #5 Tester/QA	TBD	Testing Activities	286.6	\$22	\$6,305
<b>TOTALS</b>			1759.49		\$39,444

**Deliverable 5- School-To-Work Online Submission**

<b>Title</b>	<b>Name</b>	<b>Service Description</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Hours X Rate</b>
Position #1 Project Manager	Dilip Ranjith	System Study	16	\$80	\$1,280
Position #2 UI Designer	UI Designer	UI Design and Develop	74.7	\$22	\$1,643
Position #3 Architect	Vinoj Kumar	System Design/ Technical State to ClarusTec Liasion	52.8	\$25	\$1,320
	TBD	System Design			
Position #4 Developer	Developer Rajesh	Development	668.52	\$22	\$14,707
Position #5 Tester/QA	Tester/QA	Testing Activities	174.7	\$22	\$3,843
<b>TOTALS</b>			1034.75		\$22,794

**Deliverables 1, 2, 3 & 5 Totals**

<b>Title</b>	<b>Name</b>	<b>Service Description</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Hours X Rate</b>
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Position #1 Project Manager	Dilip Ranjith	System Study	112	80	\$20,800
Position #2 UI Designer	TBD	UI Design and Develop	317.5	22	\$6,985
Position #3 Architect	Vinoj Kumar + TBD Resource	System Design/ Technical State to ClarusTec Liasion	224.2	25	\$5,605
Position #4 Developer	Rajesh	Development	2793.9	22	\$62,875
Position #5 Tester/QA	TBD	Testing Activities	718.55	22	\$15,808
<b>TOTAL</b>					<b>\$98,823</b>

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PRICE AND PAYMENT SCHEDULE**

**1.4 Future Vendor Rates Worksheet**

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 of the prior year through June 30 of the fiscal year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

**Table 1.4: Future Vendor Rates Worksheet**

<b>Future Development Services</b>							
<b>Title</b>	<b>SFY 2015</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>SFY 2020</b>	<b>SFY 2021</b>
Position #1 Hourly Rate (Offshore Developer & Tester &UI Designer)	\$22	\$22	\$24	\$24	\$26	\$26	\$26
Position #2 Hourly Rate (Offshore PM/ Architect)	\$25	\$25	\$27	\$27	\$29	\$29	\$29
Position #3 Hourly Rate (US Office PM/ Architect)	\$80	\$80	\$85	\$85	\$90	\$90	\$90
<b>Total</b>	<b>\$127</b>	<b>\$127</b>	<b>\$136</b>	<b>\$136</b>	<b>\$145</b>	<b>\$145</b>	<b>\$145</b>

<b>Future Break/Fix and Support Services</b>							
<b>Title</b>	<b>SFY 2015</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>SFY 2020</b>	<b>SFY 2021</b>
Position #1 Hourly Rate (Offshore Developer & Tester &UI Designer)	\$22	\$22	\$24	\$24	\$26	\$26	\$26
Position #2 Hourly Rate (Offshore PM/ Architect)	\$25	\$25	\$27	\$27	\$29	\$29	\$29
Position #3 Hourly Rate (US Office PM/ Architect)	\$80	\$80	\$85	\$85	\$90	\$90	\$90
<b>Total</b>	<b>\$127</b>	<b>\$127</b>	<b>\$136</b>	<b>\$136</b>	<b>\$145</b>	<b>\$145</b>	<b>\$145</b>



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PRICE AND PAYMENT SCHEDULE**

**2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$359,823 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ClarusTec, Inc for all fees and expenses, of whatever nature, incurred by ClarusTec in the performance hereof.

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

**3. INVOICING**

ClarusTec shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. ClarusTec shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

JOSEPH NADEAU  
NH DEPARTMENT OF LABOR  
95 PLEASANT ST  
CONCORD, NH 03301

or

Joseph.Nadeau@doit.nh.gov

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

JOYLIN BABU  
CLARUSTEC INC  
347 PLAINFIELD AVE  
SUITE 104  
EDISON, NJ, 08817

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PRICE AND PAYMENT SCHEDULE**

**5. OVERPAYMENTS TO CONTRACTOR**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

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

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EXHIBIT C  
SPECIAL PROVISIONS**

**1. INSURANCE**

**Section 18.24.1.1 of the Contract Agreement General Provisions relating to insurance requirements reads:**

**18.24.1.1** 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

**It is hereby amended to read:**

**18.24.1.1** 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 \$1,000,000 per occurrence; and

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ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

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

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

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

**3. ACCESS/COOPERATION**

ClarusTec will not be provided direct access to any portion of the State environment. ClarusTec access into the State environment when needed will be provided through a technology or software allowing oversight by State resources. ClarusTec will be responsible for providing this access technology or software.

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

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

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

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

ClarusTec 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*.

ClarusTec 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. ClarusTec 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

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ADMINISTRATIVE SERVICES**

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. ClarusTec 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 ClarusTec'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.

**6. ACCOUNTING REQUIREMENTS**

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

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EXHIBIT E  
IMPLEMENTATION SERVICES**

**1. STATE MEETINGS AND REPORTS**

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

ClarusTec 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 ClarusTec Key Project Staff and State Project leaders from both Department of Labor and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and ClarusTec Project Team 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 ClarusTec Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from ClarusTec 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 ClarusTec 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 ClarusTec 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 ClarusTec's responsibility.

The ClarusTec Project Manager or ClarusTec Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The ClarusTec'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. ClarusTec shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and

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IMPLEMENTATION SERVICES**

6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, ClarusTec shall provide the State with information or reports regarding the Project. ClarusTec 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. IMPLEMENTATION STRATEGY**

### **2.1 Key Components**

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

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

The ClarusTec team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

ClarusTec shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

ClarusTec 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.

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

### **2.2 Timeline**

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

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IMPLEMENTATION SERVICES**

**2.2.1 Project Infrastructure**

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

**2.2.2 Implementation**

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

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

**2.2.3 Change Management and Training**

ClarusTec's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training



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EXHIBIT F  
TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

ClarusTec shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. ClarusTec will also provide training as necessary to the State staff responsible for test activities. ClarusTec shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, ClarusTec shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. ClarusTec shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

ClarusTec shall provide the State with an overall Test Plan that will guide all testing. The ClarusTec provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon ClarusTec's Project Manager's Certification, in writing, that ClarusTec's own staff has successfully executed all prerequisite ClarusTec testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its code review process within five (5) business days of receiving deliverable solution along with implementation scripts from ClarusTec. This five (5) day requirement is dependent upon a two (2) week advance notice by ClarusTec of the delivery solution. The code review will be conducted by the State in an environment independent from ClarusTec's development environment. The State will provide ClarusTec the Code Review Results Sheet identifying those

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EXHIBIT F  
TESTING SERVICES**

items for correction from the code review. ClarusTec must return the Code Review Results Sheet upon resubmission of solution acknowledging all items have been addressed.

The State will commence its testing within five (5) business days of deliverable solution passing State code review. The testing will be conducted by the State in an environment independent from ClarusTec's environment. ClarusTec must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost. The State at its option may invoke additional test scenarios into its testing process as a means to assure all business and functional design requirements have been met.

Testing ends upon issuance of a letter of UAT Acceptance by the State.

ClarusTec must demonstrate that their testing methodology can be integrated with the State standard methodology.

**1.2 Unit Testing**

In Unit Testing, ClarusTec shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in ClarusTec's environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The ClarusTec developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

<b>Activity Description</b>	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
<b>ClarusTec Team Responsibilities</b>	For application modules, conversions and interfaces the ClarusTec team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
<b>Work Product Description</b>	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

**1.3 System Integration Testing**

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in

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a test environment. Outputs from integration testing can be provided to the State prior to completion of ClarusTec testing for State review and feedback.

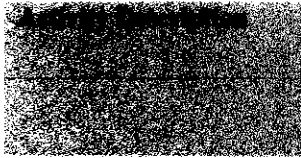
Thorough end-to-end testing shall be performed by the ClarusTec team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents, when applicable.

<b>Activity Description</b>	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
<b>ClarusTec Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test Specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Work jointly with ClarusTec to develop the Systems Integration Test Specifications.</li> <li>• Work jointly with ClarusTec to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with ClarusTec to validate components of the test scripts, modifications, fixes and other System interactions with the ClarusTec supplied Software Solution.</li> </ul>
<b>Work Product Description</b>	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.</li> </ul>

**1.4 Conversion Validation Testing**

In Conversion Validation Testing, target application functions are validated.

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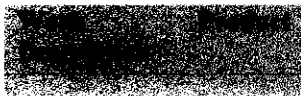
The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.



For conversions and interfaces, the ClarusTec team will execute the applicable validation tests and compare execution results with the documented expected results.



Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.



Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

### **1.5 Installation Testing**

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

### **1.6 User Acceptance Testing (UAT)**

UAT begins upon completion of the deliverable solution passing State code review. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The ClarusTec's Project Manager must certify in writing, that the ClarusTec's own staff has successfully executed all prerequisite ClarusTec testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that ClarusTec has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence code review within five (5) business days of receiving Certification, in writing, from ClarusTec that the system is installed, configured, complete and ready for State code review. The State shall commence testing within five (5) business days of the solution passing State code review. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery). The State at its option may invoke additional test scenarios into its testing process as a means to assure all business and functional design requirements have been met.

The User Acceptance Test (UAT) is a verification process performed in a State environment. The User Acceptance Test verifies System functionality against Acceptance criteria that support the successful execution of approved business and functional design requirements.

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UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the approved business and functional design requirements.

The results of the User Acceptance Test provide evidence that the new System meets the approved business and functional design requirements.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>ClarusTec Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance Test results.</li> <li>• Work jointly with ClarusTec in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
<b>Work Product Description</b>	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

**1.7 Performance Tuning and Stress Testing**

The applications and volume expected from these applications does not warrant typical performance tuning and stress testing. It is expected ClarusTec will develop all applications to function efficiently which should be examined and documented in ClarusTec's code review process and included as part of the test results reported to the State. It is also expected ClarusTec shall have an understanding of the State's production environment and develop these applications in adherence to the State's application development standards. A code review later by State resources will also examine and verify for efficiency.

**1.8 Regression Testing**

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the ClarusTec of the nature of the testing failures in writing. The ClarusTec will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended

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adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) ClarusTec shall notify the State no later than five (5) business days from the ClarusTec's receipt of written notice of the test failure when ClarusTec expects the corrections to be completed and ready for retesting by the State. ClarusTec will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by ClarusTec based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  1. validate that the change/update has been properly incorporated into the program; and
  2. validate that there has been no unintended change to the other portions of the program.
- d.) ClarusTec will be expected to:
  1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
  2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
  3. Manage the entire cyclic process.
- e.) ClarusTec will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, ClarusTec will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, ClarusTec will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

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

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

All components of the Software shall be reviewed and tested to ensure they protect the State's assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests), code analysis, and review.

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<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3<sup>rd</sup> party Penetration Tests (pen test) and code analysis and review.

Prior to the System being moved into production ClarusTec shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

<p><b>Penetration Testing shall include:</b></p> <p>Implement a methodology for penetration testing that includes the following:</p> <ul style="list-style-type: none"> <li>· Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115)</li> <li>· Includes coverage for the entire CDE perimeter and critical systems</li> <li>· Includes testing from both inside and outside the network</li> <li>· Includes testing to validate any segmentation and scope-reduction controls</li> <li>· Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5</li> <li>· Defines network-layer penetration tests to include components that support network functions as well as operating systems</li> </ul> <p>Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.</p>
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**1.10 Successful UAT Completion**

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

**1.11 System Acceptance**

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



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MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

The Vendor shall provide web application support on a time and material basis through the completion of the contract term.

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REQUIREMENTS**

Attachment 1 to Contract Part 2 Exhibit H Requirements Response

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ClarusTec's Project Manager and the State Project manager shall finalize the Work Plan within 15 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with ClarusTec's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of ClarusTec and State Project Managers.

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

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

**1. ASSUMPTIONS**

**A. General**

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

**B. Logistics**

- The ClarusTec Team shall perform all development at a facility other than that furnished by the State.
- ClarusTec shall honor all holidays observed by the State in regards to State resource availability.

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

**A. Technical Environment and Management**

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- The State is responsible for providing the State-side testing and production environment hardware, network, and communication facilities needed to support the Project.
- The State shall provide the hardware and operating system to host the Project's State testing and production instances.
- ClarusTec is responsible for development of solution that fully functions within the existing State environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**E. Conversions**

- ClarusTec Team shall:
  1. Provide the State with ClarusTec application data requirements and examples, of data mappings, conversion scripts, and data loaders.
  2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  3. Lead the review of functional and technical Specifications.
  4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

**F. Reporting**

- ClarusTec shall conduct every two weeks status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**G. User Training**

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

**H. Performance and Security Testing**

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

**2. ROLES AND RESPONSIBILITIES**

**A. ClarusTec Team Roles and Responsibilities**

**1) ClarusTec Team Project Executive**

The ClarusTec Team's Project Executives (ClarusTec 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 ClarusTec Team Project Manager and the State's Project leadership on the best practices for implementing the ClarusTec Software

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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) ClarusTec Team Project Manager**

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

**3) ClarusTec Team Analysis**

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

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

**4) ClarusTec Team Tasks**

The ClarusTec team shall assume the following tasks:

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

**B. State Roles and Responsibilities**

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

**1) State Project Manager**

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

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

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;

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- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the ClarusTec Software Solution and the business processes the application supports.

**3) State Technical Lead and Architect**

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

- Attend technical training as necessary to support the Project;
- Assist the State and ClarusTec 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 ClarusTec Technical Lead and the State's selected hardware ClarusTec to architect and establish an appropriate hardware platform for the State's production environments;
- Work in partnership with the ClarusTec and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project; and
- Represent the technical efforts of the State at Project meetings.

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

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

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the ClarusTec to finalize machine, site, and production configuration;
- Work with the ClarusTec to finalize logical and physical database configuration;
  - Work with the ClarusTec to install the ClarusTec tools, and ClarusTec Applications for the development and training environment;
  - Work with the ClarusTec to clone additional application instances as needed by the application teams;
  - Work with the ClarusTec upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
  - Work with the ClarusTec and the Application teams to establish and manage an instance management plan throughout the Project;

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

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

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

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

**6) State Testing Administrator**

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

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

**3. SOFTWARE APPLICATION**

No additional software required for the Contractor to perform the activities of the Contract.

**4. CONVERSIONS**

No conversions within the scope of this Contract.



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**5. INTERFACES**

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

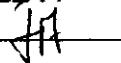
Interfaces between the NHDOL web Site applications and the NHDOL Legacy IBM systems and the NHDOL Electronic Document Management System shall be via a State owned and managed FTP server. Vendor will responsible for file pickups and drop offs from and to this State owned and managed FTP server

**Table 5.1: In-Scope Interfaces**

<b>AGENCY NAME</b>	<b>SYSTEM/SUBSYSTEM NAME</b>	<b>FUNCTION</b>	<b>FREQUENCY</b>
NHDOL	Labor's Legacy IBM systems	File transfers to and from	Daily
NHDOL	Labor's Electronic Document Management System (EDMS)	File transfers to and from	Daily

**A. Interface Responsibilities**

- The ClarusTecTeam shall assist the State with the mapping of legacy Data to the web application.
- The ClarusTec Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The ClarusTec Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The ClarusTec Team shall develop and Unit Test the interface.
- The State and the ClarusTecTeam shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the ClarusTec Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.



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**6. APPLICATION MODIFICATION**

To more fully address the State's requirements, the ClarusTec Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

**Table 6.1: Modifications – ClarusTec Developed**

<b>Requirement</b>	<b>Components, if applicable</b>	<b>Enhancement Description</b>
<b>Deliverable 1</b>	Contact DOL Public-Side	The Contact DOL Public-Side deliverable shall meet all requirements identified in the business requirements, functional design document and other related documents attached to the RFP.
<b>Deliverable 2</b>	Contact DOL Admin-Side	The Contact DOL Admin-Sidedeliverable shall meet all requirements identified in the business requirements, functional design document and other related documents attached to the RFP.
<b>Deliverable 3</b>	Employer First Report of Injury	The Employer First Report of Injurydeliverable shall meet all requirements identified in the business requirements, functional design document and other related documents attached to the RFP.
<b>Deliverable 5</b>	School-To-Work Apply Online	The School-To-Work Apply Onlinedeliverable shall meet all requirements identified in the business requirements, functional design document and other related documents attached to the RFP.

**7. PRELIMINARY WORK PLAN**

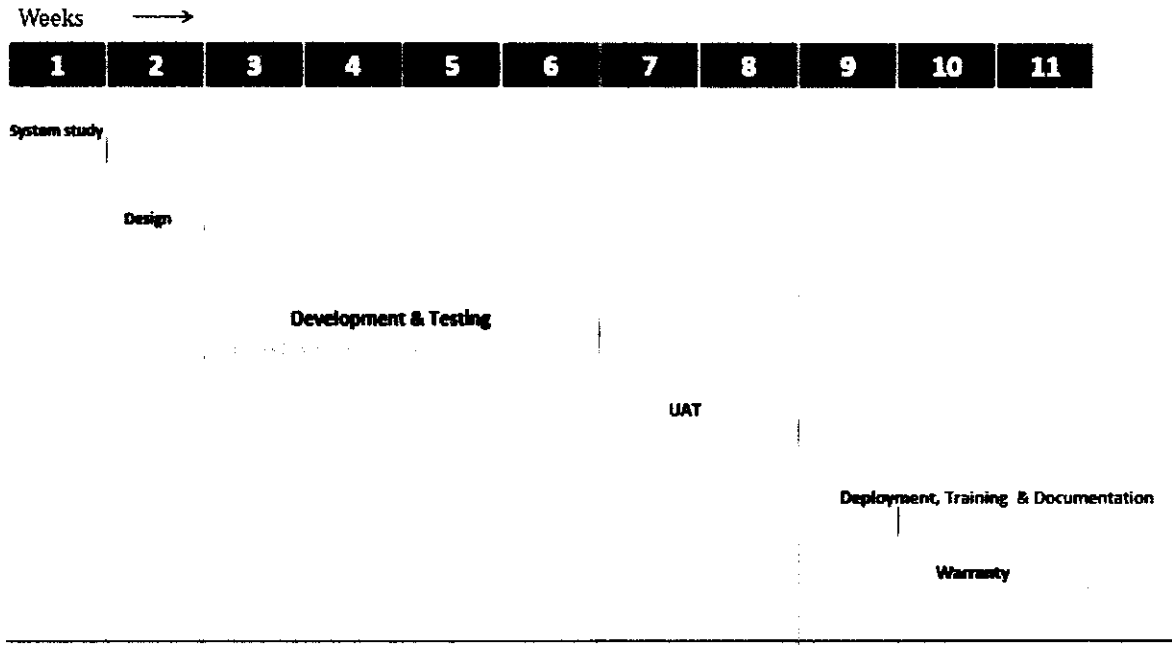
The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

**Start Date: 1<sup>st</sup> June, 2015**

**All dates will be updated to correspond with the date of Governor and Executive Council Approval.**

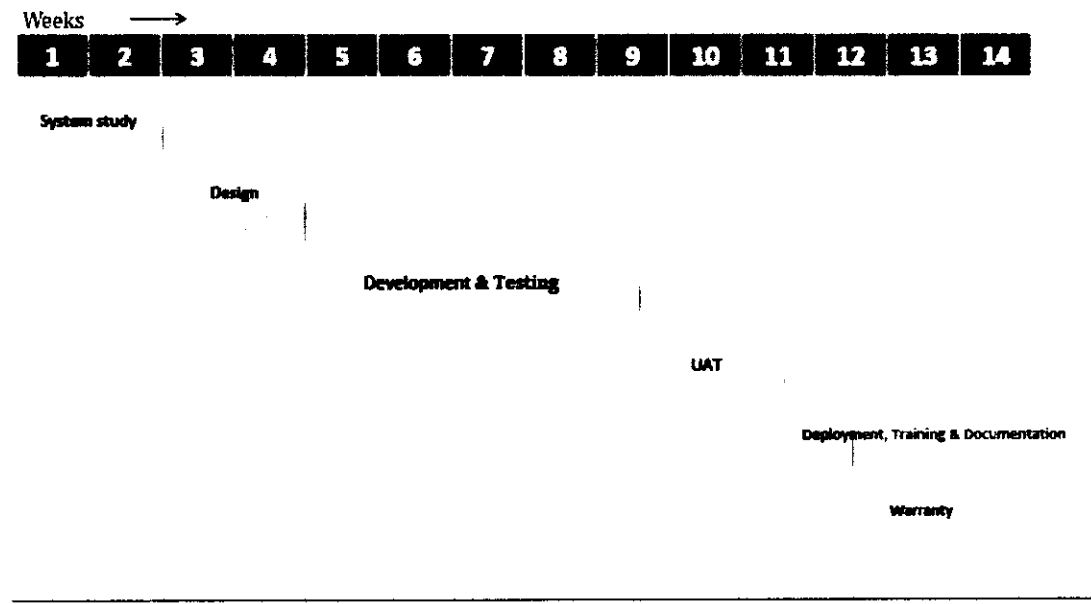
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**Deliverable 1 : Contact DOL Public-Side**



**Start Date:** 7<sup>th</sup> August, 2015 (dependent on completion of above)

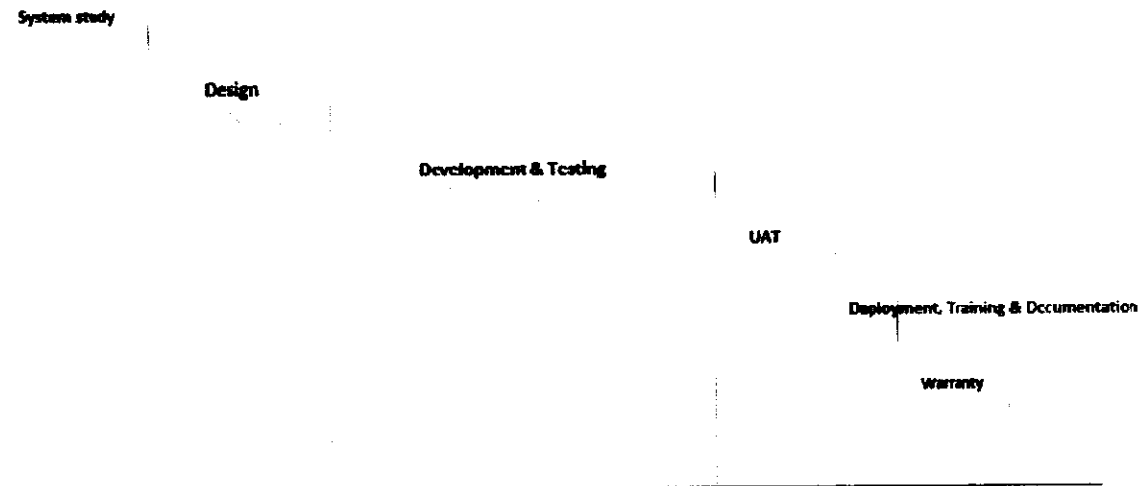
**Deliverable 2 : Contact DOL Admin-Side**



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**Start Date: 9<sup>th</sup> Nov, 2015 (dependent on completion of above)**

**Deliverable 3 : First Report of Injury Online Submission**



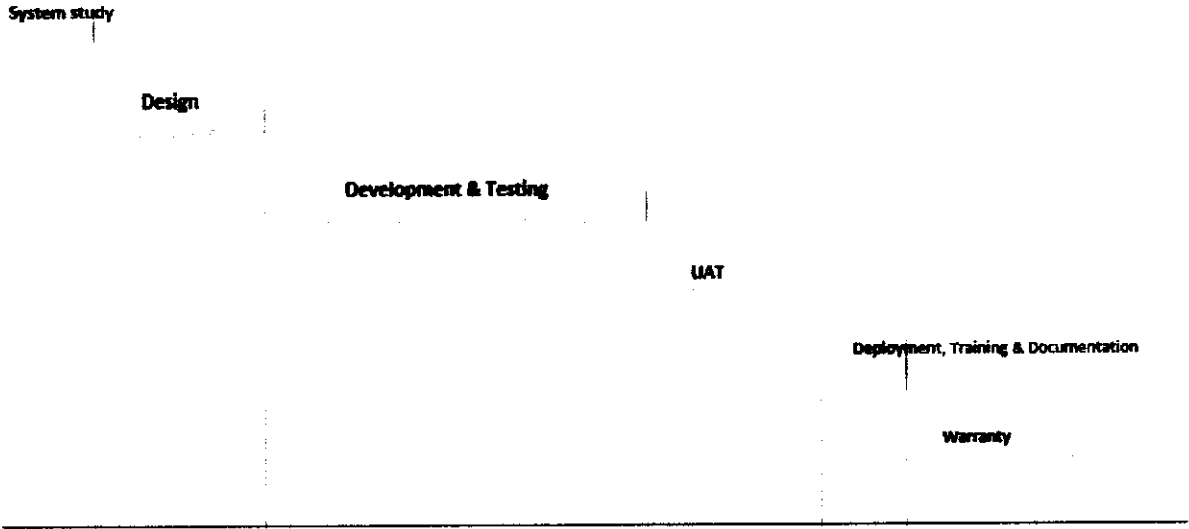
**Start Date: 4<sup>th</sup> March, 2016 (dependent on completion of above)**

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 WORK PLAN

**Deliverable 4 : School-To-Work Online Submission**

Weeks →

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
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**STATE OF NEW HAMPSHIRE  
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EXHIBIT J  
SOFTWARE LICENSE**

**1. LICENSE GRANT**

The State will own the Code.

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

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EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**Warranty Period**

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

**Warranties**

**System**

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

**Software**

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

**Non-Infringement**

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

**Viruses; Destructive Programming**

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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WARRANTY AND WARRANTY SERVICES**

**Compatibility**

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**Professional Services**

The Vendor 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.

**Warranty Services**

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

Warranty Services shall include, without limitation, the following:

- a. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- b. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day starting no later than 8:30 AM EST and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- c. On-site additional Services within one (1) business day four (4) business hours of a request;
- d. Maintain a record of the activities related to Warranty Repair activities performed for the State;
- e. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
  - 1) nature of the Deficiency;
  - 2) current status of the Deficiency;
  - 3) action plans, dates, and times;



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WARRANTY AND WARRANTY SERVICES**

- 4)** expected and actual completion time;
  - 5)** Deficiency resolution information;
  - 6)** Resolved by;
- f.** All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

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

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

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EXHIBIT L  
TRAINING SERVICES**

State may request training services as needed according to 1.4 Future Vendor Rates Worksheet tables in Exhibit B

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EXHIBIT M  
AGENCY RFP WITH ADDENDA, BY REFERENCE**

State of New Hampshire Department of Labor/Department of Information Technology RFP 2015-099 Web Development and Support dated February 26<sup>th</sup> 2015 along with Addenda #1, Addenda #2 and Addenda #3 are hereby incorporated by reference.

**STATE OF NEW HAMPSHIRE  
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EXHIBIT N  
VENDOR PROPOSAL, BY REFERENCE**

ClarusTec Proposal to New Hampshire Department of Labor/Department of Information Technology RFP 2015-099 Web Development and Support dated April 13<sup>th</sup> 2015 is hereby incorporated by reference as fully set forth herein.

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EXHIBIT O  
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance
- D. Attachment 1 to Exhibit H Requirements Response

STATE OF NEW HAMPSHIRE  
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WEB DEVELOPMENT AND SUPPORT  
CONTRACT 2015-099  
Attachment 1 to Exhibit H Requirements

<b>BUSINESS REQUIREMENTS Amended per Addendum 3</b>					
<b>State Requirements</b>					
Req #	Requirement Description	Criticality			
<b>Deliverable 1 - Contact DOL Public-Side</b>					
B1	all requirements identified in the business requirements, functional design document and other related documents attached to this RFP and listed below; Deliverable 1A - Contact DOL Public-Side Business Requirements.pdf Deliverable 1B - Contact DOL Public-Side Functional Design.pdf Deliverable 1C - Contact DOL Public-Side Database.pdf Deliverable 1D - Contact DOL Public-Side Process Flow.pdf	M	No	Custom	
<b>Deliverable 2 - Contact DOL Admin-Side</b>					
B2	all requirements identified in the business requirements, functional design document and other related documents attached to this RFP and listed below; Deliverable 2A - Contact DOL Admin-Side Business Requirements.pdf Deliverable 2B - Contact DOL Admin-Side Functional Design.pdf Deliverable 2C - Contact DOL Admin-Side Database.pdf	M	No	Custom	
<b>Deliverable 3 - First Report of Injury (FROI) Submission</b>					
B3	The Employer First Report of Injury deliverable shall meet all requirements identified in the business requirements, functional design document and other related documents attached to this RFP and listed below; Deliverable 3A - FROI Business Requirements.pdf Deliverable 3B - FROI Functional Design.pdf * Deliverable 3C - FROI Database.pdf * Deliverable 3D - FROI PDF Form.pdf	M	No	Custom	
<b>Deliverable 4 - Wage Claim Submission Form (removed)</b>					
B4	The Wage Claim deliverable has been removed from this Request for Proposal as of 03-26-2015				
<b>Deliverable 5 - School-To-Work (STW) Apply Online</b>					

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Attachment 1 to Exhibit H Requirements

BUSINESS REQUIREMENTS Amended per Addendum 3					
State Requirements					
Req #	Requirement Description	Criticality			
B5	<p>The School-To-Work Apply Online deliverable shall meet all requirements identified in the business requirements, functional design document and other related documents attached to this RFP and listed below;</p> <p>Deliverable 5A - STW Business Requirements.pdf  Deliverable 5B - STW Functional Design.pdf  Deliverable 5C - STW Database.pdf  Deliverable 5D - STW Acknowledgement PDF Form attachment.pdf  Deliverable 5E - STW Approved PDF Form attachment.pdf  Deliverable 5F - STW Denied PDF Form attachment.pdf  Deliverable 5G - STW Acknowledgement Email.pdf  Deliverable 5H - STW Approval Email.pdf  Deliverable 5I - STW Denial Email.pdf</p>	M	No	Custom	

STATE OF NEW HAMPSHIRE  
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CONTRACT 2015-099  
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<b>APPLICATION REQUIREMENTS</b>					
<b>State Requirements</b>					
Req #	Requirement Description	Criticality			
<b>GENERAL SPECIFICATIONS</b>					
A1.1	All code and software developed by the Vendor for a deliverable shall be transferred to the State and become the property of the State.	M	No	Custom	
A1.2	All code and software developed or modified by the Vendor for a deliverable shall be transferred to the State for storage within the State's version control tracking system.	M	No	Custom	
A1.3	The State will maintain all production deployed versions of source code. All modifications or enhancements to existing code shall be performed on code versions retrieved from the State's version control tracking system.	M	No	Custom	
A1.4	Each deliverable shall be develop using Microsoft Visual Studio xxx asp.net	M	No	Custom	
A1.5	Each deliverable shall be develop using Microsoft SQL 2008 R2 as its database architecture	M	No	Custom	
A1.6	Each deliverable shall be develop using web services as the method of communication between modules in a multi-tier architecture, such as the State's server environment.	M	No	Custom	
A1.7	Each deliverable shall be developed in adherence to State Web Development Standards defined in the Web Development Standards document attached to this RFP and listed below; Reference Document R1 - Web Application Development Standards.pdf	M	No	Custom	
A1.8	Each deliverable shall be developed in adherence to State DoIT Web Services Division Supplemental Standards defined in the WSD Supplemental Standards document attached to this RFP and listed below; Reference Document R2 - WSD Supplemental Standards.pdf	M	No	Custom	
A1.9	Each deliverable shall be developed in adherence to State Web Database Standards defined in the Web Application Database Standards document attached to this RFP and listed below; Reference Document R3 - WSD Application Database Standards.pdf	M	No	Custom	



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APPLICATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
A1.10	Each deliverable shall be developed for compatibility with the State's server environment to allow for seamless deployment into the State environment.	M	No	Custom	
A1.11	Each deliverable will meet all the requirements identified in the respective business requirements document and functional design document.	M	No	Custom	
A1.12	Each deliverable will be fully tested by the Vendor to assure all requirements are met prior to transfer to the State for code review and acceptance testing.	M	No	Custom	
A1.13	Each deliverable when ready for State code review and acceptance testing will be package for transfer to the State with Vendor developed scripts for use by State resources to install into the State environments.	M	No	Custom	
A1.14	The vendor shall develop and supply the State with documentation on technical aspects of the application not contained in existing application documentation, such as third party controls as one example.	M	No	Custom	
A1.15	All applications with user authentication requirements shall use the NHDOL UAM for user authentication and must adhere to all interface requirements. See attached UAM Technical Summary attached to this RFP and listed below; Reference Document R8 - UAM Technical Summary.pdf	M	No	Custom	
A1.16	A non authenticated user attempting to access an application requiring authentication shall be directed to the NHDOL UAM.	M	No	Custom	
A1.17	All applications requiring a NHDOL UAM interface shall validate user permissions upon initial entry into the application and upon all user activity.	M	No	Custom	

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APPLICATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
A1.18	Applications requiring interaction with the NHDOL UAM shall track the elapse time from the last UAM communication and calculate when it is within two (2) minutes of a session time-out. The application shall provide a message warning the user their session is on the verge of timing out and how to avoid it. When the above calculation and communication is not doable an appropriate communication shall be provided to the user warning of session time-outs.	M	No	Custom	
A1.19	Implementation of applications shall include scripts generated by the developer using script templates provided by the State to insert records into the NHDOL UAM Applications table setting up the structure and key data for the internal and external portions of the application.	M	No	Custom	
A1.20	Implementation of applications shall include scripts generated by the developer using script templates provided by the State to insert records into the NHDOL UAM ApplicationPermission table setting up the permission structure for applicable internal and external portions of the application.	M	No	Custom	
A1.21	Implementation of applications shall include a script generated by the developer using script templates provided by the State to insert records into the NHDOL UAM UserPermissions table setting up retroactive default permissions for all existing user accounts.	M	No	Custom	
A1.22	All application pages shall use the NHDOL web site template (see referenced document NHDOL Web Site Template). The log out option on the template shall log the user out of the respective application and when applicable issue a "Log Out" request to the NHDOL UAM for clearing of their log-in session data.	M	No	Custom	
A1.23	Applications must run on the State's Web Server Environment (see reference document State Web Server Environment).	M	No	Custom	

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<b>APPLICATION REQUIREMENTS</b>					
<b>State Requirements</b>					
Req #	Requirement Description	Criticality			
A1.24	Web applications shall interface with the State's Database Server through the State's Application Server (see reference document State Web Server Environment). The State's Database Server runs on Windows 2008 along with SQL2008 R2 and the State's Application Server runs on Windows 2008 with IIS 7.5.	M	No	Custom	
<b>APPLICATION SECURITY</b>					
A2.1	Verify the <b>identity of or authenticate</b> all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	No	Custom	
A2.2	Verify the <b>identity and authenticate</b> all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	No	Custom	
A2.3	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	No	Custom	
A2.4	Establish ability to enforce session timeouts during periods of inactivity.	M	No	Custom	
A2.5	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	No	Custom	
A2.6	The application shall not store authentication credentials or sensitive Data in its code.	M	No	Custom	
A2.7	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	No	Custom	
A2.8	Applications shall log activities and transactions to a central NHDOL logging module through an interface with the NHDOL UAM. Logging shall be in accordance with requirements define under each specific deliverable.	M	No	Custom	
A2.9	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	No	Custom	

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APPLICATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
A2.10	Application Data shall be protected from unauthorized use and access and in accordance with requirements defined under each specific deliverable.	M	No	Custom	
A2.11	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	No	Custom	

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<b>HARDWARE REQUIREMENTS</b>					
<b>State Requirements</b>					
Req #	Requirement Description	Criticality			
<i>Client Workstations</i>					
E1.1	<p>Applications are required to function properly on State accepted and approved browser versions at the time of commencement of work approval by the State Project Manager (See State Accepted and Approved Browsers reference document).</p> <p>Accepted and approved browser versions as of 01/01/2015;  IE 8 and above  Firefox 4 and above (Mac &amp; PC)  Safari 3.1 and above (Mac &amp; PC)  Chrome 6 and above (Mac &amp; PC)  iOS 5 and above  Android 4 and above</p>	M	No	Custom	Mac, iOS and Android are excluded
<i>State Server Environment</i>					
E2.1	<p>All deliverables shall be developed for compatibility with the State's HZNSNHVHS Environment documented in the attached Environment Diagram and Environment Process Flow Descriptions documents attached to this RFP and listed below;  Reference Document R6 - State Server Environment Diagram.pdf  Reference Document R7 - State Server Environment Process Flow Descriptions.pdf</p>	M	No	Custom	

STATE OF NEW HAMPSHIRE  
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TESTING					
State Requirements					
Req #	Requirement Description	Criticality			
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	No	Custom	
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	No	Custom	Admin and physical security are not considered
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	No	Custom	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	No	Custom	
T1.5	Test for encryption; supports the encoding of data for security purposes	M	No	Custom	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	No	Custom	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	No	Custom	
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M	No	Custom	
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	No	Custom	
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	No	Custom	
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	No	Custom	
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	No	Custom	
T1.13	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.		No	Custom	3rd Party penetration testing is not considered now
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	No	Custom	
<b>STANDARD TESTING</b>					
T2.1	All deliverables will be fully tested by the Vendor to assure all requirements are met prior to transfer to the State for code review and acceptance testing.	M	No	Custom	

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<b>HOSTING-CLOUD REQUIREMENTS</b>					
<b>State Requirements</b>					
<b>Req #</b>	<b>Requirement Description</b>	<b>Criticality</b>			
<i>Overall Requirements</i>					
H1.1	No Vendor responsibility due to production environment owned and managed by the State.	M	NA	NA	

ClarusTec Initials JA

STATE OF NEW HAMPSHIRE  
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<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
<b>State Requirements</b>					
Req #	Requirement Description	Criticality			
<b>SUPPORT REQUIREMENTS</b>					
S1.1	Vendor support shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	No	Custom	
S1.2	The Vendor shall provide web application support to State first line supporters on a time and materials basis between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	No	Custom	
S1.3	Vendor shall track, per support call, State resource initiating the call, date and time of call, description of issue, Vendor resource(s) involved along with effort time and steps taken to resolve.	M	No	Custom	
S1.4	The Vendor shall provide the State all related support call tracking data at time of invoice and upon request by the State.	M	No	Custom	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in H-25.11.2 Vendor Responsibility	M	No	Custom	
S1.6	Vendor shall receive written approval from the State for support effort hours reaching beyond two (2) hours on any one incident. State approval on support calls must be granted by a State resource identified as a support call approver.	M	No	Custom	
<b>WARRANTY SERVICES</b>					
S2.1	Vendor shall provide Warranty Services in accordance with the Specifications and Terms of the Contract;	M	No	Custom	
S2.2	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	No	Custom	
S2.3	Vendor shall track per Warranty Incident the State resource initiating the call, date and time of call, description of issue, Vendor resource(s) involved along with effort time and steps taken to resolve.	M	No	Custom	
S2.4	The Vendor shall provide the State all related Warranty incident tracking data upon resolution of incident and upon special request by the State.	M	No	Custom	



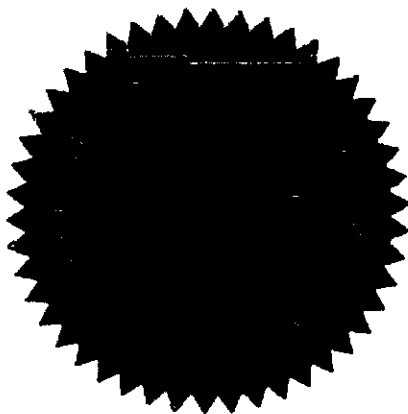
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DEVELOPMENT AND SUPPORT  
CONTRACT 2015-099  
Attachment 1 to Exhibit H Requirements Response

State Requirements					
Req #	Requirement Description	Criticality			
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	No	Custom	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	No	Custom	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than once a month.	M	No	Custom	
P1.4	Vendor shall provide detailed status reports on the progress of the Project at intervals determined by the State project manager, which will include expenses incurred year to date.	M	No	Custom	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. This project documentation must be available to the State Project Manager for integration into the State asset repository tool (Harvest).	M	No	Custom	

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 ClarusTec, Inc., a(n) New Jersey corporation, is authorized to transact business in New Hampshire and qualified on June 2, 2015. 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 2<sup>nd</sup> day of June, A.D. 2015

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

William M. Gardner  
Secretary of State

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Krishna Ajith of ClarusTec, Inc., do hereby certify that:

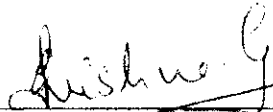
1. I am the duly elected Director of ClarusTec, Inc.;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the corporation, duly held on 3rd June, 2015;

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

Ajith J. Pillai is the duly elected President & CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 3rd June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the Director of the corporation this 3rd day of June, 2015.



\_\_\_\_\_  
Krishna Ajith

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 3rd day of June, 2015 by Krishna Ajith



\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

**KALPESH PATEL**  
Commission # 2414871  
Notary Public, State of New Jersey  
My Commission Expires  
**November 23, 2016**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**06/12/2015**

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).

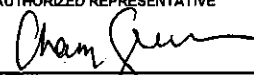
PRODUCER  <b>LIA Insurance Group 500 River Ave. Suite 230 Lakewood, NJ 08701</b>	CONTACT NAME: <b>Samuel Greenes</b>
	PHONE (A/C, No, Ext): <b>(732)905-4100</b> FAX (A/C, No): <b>(855)855-7813</b>
	E-MAIL ADDRESS: <b>samuel@LIAInsuranceGroup.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>United States Liability Insurance Group</b> NAIC #
INSURED  <b>ClarusTec Inc 347 Plainsfield Ave, Ste 104 Edison, NJ 08817</b>	INSURER B: <b>United States Liability</b>
	INSURER C: <b>Foremost Insurance Co</b>
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER: 00000000-119221**      **REVISION NUMBER: 2**

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	MTK1552129B	04/30/2015	04/30/2016	EACH OCCURRENCE \$ <b>1,000,000</b>
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
						MED EXP (Any one person) \$ <b>10,000</b>
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ <b>2,000,000</b>
						PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		CUP1552706	07/09/2014	07/09/2015	EACH OCCURRENCE \$ <b>2,000,000</b>
						AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC04248052	08/11/2014	08/11/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ <b>500,000</b>
						E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

<b>CERTIFICATE HOLDER</b>  <b>NH Department of Information Technology 27 Hazen Dr. Concord, NH 03301</b>	<b>CANCELLATION</b>  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  (SG1)