



Denis Goulet  
Commissioner

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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

March 8, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, NH 03301

**Requested Action**

Authorize the Department of Information Technology (DoIT), to enter into a **sole source** contract with SilverTech, Inc., of Manchester, NH 03104 (VC 174355), in an amount not to exceed \$539,640.00 for the creation of common and re-usable designs and base templates for Drupal 8 web content management, effective upon the date of Governor and Executive Council approval through December 31, 2020, with an option to renew up to two (2) times for two (2) years each upon Governor and Executive Council approval.

Source of Funds: DoIT 100% Other Funds (The agency Class 027 used to reimburse DoIT is 36% General Funds and 64% Other); DES 55% General Funds, 45% Other Funds; DOE 45% General Funds, 40% Federal Funds, 15% Other Funds.

Funds are available in SFY 2019 in the following accounts, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

ACCOUNTING INFORMATION	FY 2019
01-03-03-030010-77030000-046-500465 DoIT - CENTRAL IT SERVICES & OPS	\$281,016
03-44-44-440010-10020000-046-500464 DES - ADMINISTRATION - SUPPORT	\$144,972
06-56-56-560010-51370000-607-500937 DOE - OTHER STATE AID	\$16,110
06-56-56-560010-51370000-606-500936 DOE - OTHER STATE AID	\$15,000
06-56-56-560010-40000000-020-500241 DOE - PROGRAM SUPPORT-STATE	\$5,000
06-56-56-562010-25040000-102-500731 DOE - IDEA-SPECIAL ED-ELEM/SEC	\$5,000
06-56-56-562010-25180000-102-500731 DOE - TITLE IV-A	\$5,000
06-56-56-562010-25190000-072-509073 DOE - TITLE IV-B	\$5,000
06-56-56-562010-25330000-020-500241 DOE - NAEP	\$5,000
06-56-56-562010-25090000-102-500731 DOE - TITLE I COMPENSATORY ED	\$5,000

06-56-56-562010-25020000-102-500731 DOE - E-LEARNING FOR EDUCATORS	\$5,000
06-56-56-562010-25340000-102-500731 DOE - ASSESSMENT - FEDERAL	\$5,000
06-56-56-562010-25100000-102-500731 DOE - TITLE II-A PROF DEVELOP	\$5,000
06-56-56-562010-25030000-020-500241 DOE - INSTRUCTIONAL SUPPORT	\$5,000
06-56-56-562010-64010000-020-500241 DOE - INSTRUCTION - STATE	\$5,000
06-56-56-562010-25310000-020-500241 DOE - ASSESSMENT - STATE	\$5,000
06-56-56-565010-25370000-038-500175 DOE - PROGRAM ADMINISTRATION	\$5,000
06-56-56-565010-60320000-102-500731 DOE - CTE VOC ED - PERKINS	\$5,000
06-56-56-563510-25300000-102-500731 DOE - CREDENTIALING	\$7,542
06-56-56-566510-67770000-102-500731 DOE - ADMINISTRATION FEES	\$5,000
<b>GRAND TOTAL</b>	<b>\$539,640</b>

### Explanation

The DoIT respectfully requests approval of a **sole source** contract with SilverTech, Inc. They were selected due to their proven ability to delivery award winning, quality websites for New Hampshire state agencies including the popular VisitNH.gov website, their ability to provide the website design roadmap and templates within 3 months of contract award, and that the templates are a critical component of the website modernization project.

Approval of this contract allows the State to initiate a statewide website modernization project designed to improve more than 70 State agency websites. The majority of state websites are not designed with a citizen-centric focus and do not share common tools such as public calendars or searchable document libraries. State agency websites lack a cohesive design or ease of use to make government information and services accessible to those who need it.

To address these deficiencies, SilverTech, in collaboration with DoIT and a designated design team, will review, plan and architect the creation of a set of common Drupal 8 templates to be utilized for all other State of New Hampshire websites. SilverTech's unique knowledge and understanding of the State's current website environment and their experience in developing reusable templates will result in completing the State's web design roadmap in less than three months. The design roadmap and the template library will include a common set of 15 core and generic templates that can be easily modified to include the agency branding so they can be quickly deployed.

These common and re-usable designs and base templates for Drupal are critical to the success of the website modernization project. Until these templates are available, state agencies are unable to begin site redesign projects. To prove out the template designs, SilverTech will also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency.

SilverTech, will be assisting the State with several pilot implementations including content deployment and launch of the Governor's website, content deployment and launch of the Department of Education's website and website planning and strategy and content organization for the Department of Environmental Services.

The Departments of Information Technology, Education and Environmental Services respectfully request approval of this contract.

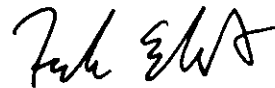
Respectfully submitted,



Denis Goulet  
Commissioner, Department of  
Information Technology



Robert R. Scott  
Commissioner, Department of  
Environmental Services



Frank Edelblut  
Commissioner, Department of  
Education

DG/ik  
DoIT #2019-074  
RID: 41263

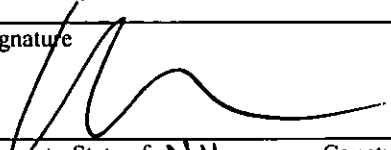
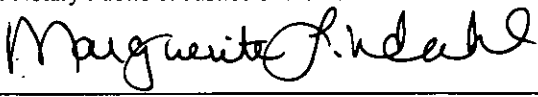
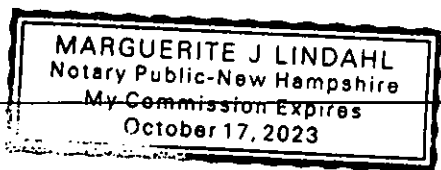
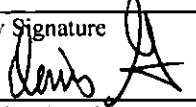
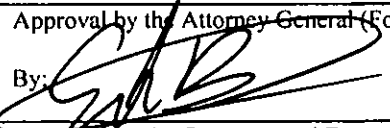
cc: Theresa Paré Curtis, DoIT Director

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

**AGREEMENT**

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

**GENERAL PROVISIONS****I. IDENTIFICATION.**

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name SilverTech, Inc.		1.4 Contractor Address 196 Bridge Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-669-6600	1.6 Account Number 01-03-03-030010-77030000-046-500465	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$539,640.
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner and Chief Information Officer		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nick Soggu, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/14/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Marguerite Lindahl</u>			
1.14 State Agency Signature  Date: <u>3/14/2019</u>		1.15 Name and Title of State Agency Signatory <u>Denis Goulet Commissioner and CIO</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/14/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
DoIT CONTRACT #2019-074  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
DoIT CONTRACT #2019-074  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Authorized Persons</b>	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

2019-074 IT Provisions – Part 2  
Contractor Initials: WJ  
Date: 3/9/19

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
DoIT CONTRACT #2019-074  
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	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 (P-37).
<b>Contractor</b>	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under 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>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this Project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator

2019-074 IT Provisions Part 2  
Contractor Initials: W  
Date: 7/2/19

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
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<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Certification that guarantees the unaltered state of a file, also known as "code signing."
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the transformation of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders

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<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by the Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Information</b>	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<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

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	holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>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>	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>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
<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

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<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Protected Health Information (PHI)</b>	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Security Incident</b>	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
<b>Service Level Agreement (SLA)</b>	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
<b>Service</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>the Contractor</b>	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract

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<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Software Deliverables</b>	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 Contract 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 provisions 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 Information Technology 7 Hazen Dr 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 public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>

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<b>State Data</b>	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<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 Identified Contact</b>	The person or persons designated in writing by the State to receive security incident or breach notification.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, 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 Contractor 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.

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<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>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 Information Technology ("State"), and SilverTech, ("Contractor"), having its principal place of business at 196 Bridge Street, Manchester, NH 03104.

The State of NH DoIT is set to implement an enterprise Drupal 8 web content management solution. The contractor, SilverTech, will be assisting the State of NH with the creation of common and re-usable designs and base templates for Drupal that shall be used by all executive branch agencies. The contractor will also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency.

**RECITALS**

Whereas the State desires to have the Contractor assist the STATE of NH, Department of Information Technology (DoIT) with the Web Design Services initiatives:

1. Creation of common and re-usable designs and base templates for Drupal;
2. Content deployment and launch of the Governor's website;
3. Content deployment and launch of the Department of Education's website; and
4. Website planning and strategy and content organization for the Department of Environmental Services.

Whereas the Contractor wishes to provide technical expertise as consultant support to the State of NH DoIT and leverage the re-usable designs and base templates to allow for deployment of State of NH websites, implement common functionality in the hosting environment including public calendars, multimedia tools, and a searchable document library.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (2019-074) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
  - Exhibit A- 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 Agreement  
Exhibit K- Warranty and Warranty Services  
Exhibit L- Training Services  
Exhibit N- 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. State of New Hampshire, Department of Information Technology Contract Agreement 2019-074, including Parts 1, 2, and 3;
- b. SilverTech quote dated 2/6/2019

**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 December 31, 2020. The Term may be extended up to two (2) times for two (2) years each, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

**Time is of the essence in the performance of the Contractor's obligation under the contract.**

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**3. COMPENSATION**

**3.1 CONTRACT PRICE**

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

**3.2 NON-EXCLUSIVE CONTRACT**

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

**4. CONTRACT MANAGEMENT**

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

**4.1 THE CONTRACTOR'S CONTRACT MANAGER**

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

Nick Soggu  
CEO  
196 Bridge Street, Manchester, NH 03104  
603-234-1437  
[Nick.soggu@silvertech.com](mailto:Nick.soggu@silvertech.com)

**4.2 THE CONTRACTOR'S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor'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 Contractor's Project Manager's resume, qualifications, references, and

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background checks, and an interview. The State may require removal or reassignment of the Contractor'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** The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit 1, Section 2. The Contractor'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. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3** The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

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**4.2.5** CONTRACTOR Project Manager is:

William Storace  
Senior Project Manager  
196 Bridge Street, Manchester, NH 03104  
603-669-6600  
[William.storace@silvertech.com](mailto:William.storace@silvertech.com)

**4.3 CONTRACTOR KEY PROJECT STAFF**

**4.3.1** The Contractor 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.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor'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** The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's 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 the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

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

The Contractor's Key Project Staff:

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Key Member(s)	Title
Brady Kingsbury	Strategist
Raquel Castillo	Digital Strategist
Erin Presseau	Senior Digital Strategist
Paul St. Amand	Senior Web Developer
DJ Hughes	Senior Web Developer
Sharon Genest	Senior Director, Delivery
Derek Barka	CTO
Nick Soggu	Executive Sponsor
Jillian Clukey	Project Coordinator
William Storace	Senior Project Manager

#### **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:

Theresa Pare-Curtis  
Director, Web Support Division  
64 South Street  
Concord, NH 03301  
Tel: 603-230-3458  
Fax: 603-271-8460  
Email: Theresa.Curtis@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 all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Alan Volpe  
Web Content Project Manager  
64 South Street  
Concord, NH 03301  
Tel: 603-230-3449  
Fax: 603-271-8460  
Email: alan.volpe@NH.gov

#### **4.6 REFERENCE AND BACKGROUND CHECKS**

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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

The Contractor 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.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. . The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor 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

The Contractor 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*.

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

After receiving written Certification from the Contractor 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 the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor 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 the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

### 5.4 SOFTWARE REVIEW 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*.

## 6. SOFTWARE

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*. Licenses have been purchased through a separate NASPO agreement and are not required as part of this contract.

## **7. SERVICES**

The Contractor 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**

The Contractor 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**

The Contractor 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**

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

### **7.4 TRAINING SERVICES**

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

### **7.5 MAINTENANCE AND SUPPORT SERVICES**

The Contractor 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**

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

## **8. WORK PLAN DELIVERABLE**

The Contractor 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*. The Contractor 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 the Contractor from liability to the State for damages resulting from the Contractor'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, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor 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 the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

## **9. CHANGE ORDERS**

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

The Contractor 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 the Contractor'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 the Contractor to the State, and the State acceptance of the Contractor'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 Contractor.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed

in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. the Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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.

## **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. the Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

## **10.3 CONTRACTOR'S MATERIALS**

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

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 <NH.GOV, etc.>, 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

In the event that the State purchases software development services, which results in Custom Software, the Contractor 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. This section does not apply to the Contractor's proprietary software code.

## 10.6 SURVIVAL

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

# 11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

## 11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor 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*). The Contractor 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 the Contractor's performance under the Contract.

## 11.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor 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. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor 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, the Contractor 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 CONTRACTOR CONFIDENTIAL INFORMATION**

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor 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 the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

### **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 the Contractor shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

### **12.2 CONTRACTOR**

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement-General Provisions Section

13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

### 12.3 STATE'S IMMUNITY

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

### 12.4 SURVIVAL

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

## 13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

### 13.1 TERMINATION FOR DEFAULT

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor 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 the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor 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 the Contractor 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 the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.
- 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 the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

### 13.2 TERMINATION FOR CONVENIENCE

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

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

### 13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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



### 13.4 TERMINATION PROCEDURE

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

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

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. 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;
- d. 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 the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
  1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
    - 10 days after the effective date of termination, if the termination is in accordance with the contract period
    - 30 days after the effective date of termination, if the termination is for convenience
    - 60 days after the effective date of termination, if the termination is for cause
  2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- f. 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
- g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;

- h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

#### **14 CHANGE OF OWNERSHIP**

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

#### **15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

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

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

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

#### **16 DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in

the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	SilverTech	STATE	CUMULATIVE ALLOTTED TIME
Primary	William Storace Senior Project Manager	Alan Volpe Project Manager	5 Business Days
First	Sharon Genest Senior Director, Delivery	Theresa Pare-Curtis Director	5 Business Days
Third	Nick Soggu CEO	Denis Goulet Commissioner	10 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.

## 17 GENERAL TERMS AND CONDITIONS

### 17.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), the Contractor 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 the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor 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 the Contractor 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 the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if the Contractor 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.

#### **17.2 EMAIL USE**

E-Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems." the Contractor understand and agree that use of email shall follow State standard policy (available upon request).

#### **17.3 INTERNET/INTRANET USE**

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

#### **17.4 REGULATORY GOVERNMENT APPROVALS**

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

#### **17.5 INSURANCE CERTIFICATE**

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

#### **17.6 EXHIBITS**

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

#### **17.7 VENUE AND JURISDICTION**

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

#### **17.8 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 14: Termination which shall all survive the termination of the Contract.

#### **17.9 FORCE MAJEURE**

Neither the Contractor 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 the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

#### **17.10 NOTICES**

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

TO THE CONTRACTOR:  
SILVERTECH

NICK SOGGU  
196 BRIDGE ST  
MANCHESTER, NH 03104

TEL: (603) 669-6600

TO STATE:  
STATE OF NEW HAMPSHIRE

DEPT. OF INFORMATION TECHNOLOGY  
27 HAZEN DRIVE  
CONCORD, NH 03301

TEL: (603) 230-3453

#### **17.11 DATA PROTECTION**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.

b. All data obtained by the Contractor in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.

d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

e. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

f. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

#### **17.12. DATA LOCATION**

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support.

#### **17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION**

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C .

Contact:

Daniel J. Dister, CISSP  
Chief Information Security Officer  
NH Department of Information Technology  
Office: 603-223-5734 Cell: 603-931-9234  
Daniel.Dister@doit.nh.gov

a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

#### **17.14. BREACH RESPONSIBILITIES**

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute<sup>17</sup> at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

#### **17.15. NOTIFICATION OF LEGAL REQUESTS**

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. the Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

#### **17.16. ACCESS TO SECURITY LOGS AND REPORTS**

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

**17.17. CONTRACT AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**17.18. DATA CENTER AUDIT**

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**17.19. ADVANCE NOTICE**

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**17.20. SECURITY**

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

**17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES**

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

**17.22. IMPORT AND EXPORT OF DATA**

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

**17.23. RESPONSIBILITIES AND UPTIME GUARANTEE**

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**17.24. RIGHT TO REMOVE INDIVIDUALS**

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security



violation exists with respect to the request, the Contractor shall immediately remove such individual. the Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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## **1.0 INTRODUCTION**

**Problem Statement** – The State of New Hampshire is tasked to modernize and improve State agency websites. Currently, New Hampshire agency websites are not managed using an enterprise web content management solution, are not designed with a citizen-centric focus, and do not share common tools such as public calendars or searchable document libraries.

**Goals** – The State is implementing an enterprise web content management solution known as Drupal 8 in a shared, hosted infrastructure. More than 70 agency websites hosted in the current environment must be deployed to allow agency content providers to take advantage of the Drupal content management system and common tools. To do this efficiently and effectively, the State must have a set of common Drupal 8 templates to be utilized by all State of New Hampshire websites. The template library will include a common set of 15 core and generic templates. These templates are easily modified to include the agency branding so they may be quickly deployed.

### **Statement of Work**

The Contractor, SilverTech, will assist the State with the creation of common and re-usable designs and base templates for Drupal that shall be used by all executive branch agencies. The contractor will also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency. SilverTech will provide technical expertise as consultant support to the State and leverage the power of the Drupal 8 web hosting environment by leading effort for content deployment and launch of two (2) agency websites and website planning and content organization for one (1) agency website.

The Contractor, SilverTech, will be assisting the State with the following pilot implementations:

1. Creation of common and re-usable designs and base templates for Drupal;
2. Content deployment and launch of the Governor's website;
3. Content deployment and launch of the Department of Education's website;
4. Website planning and strategy and content organization for the Department of Environmental Services; and
5. Professional Services for adding new State Agency Implementations.

The contractor, SilverTech, will utilize an iterative delivery approach during the strategy and design phase of this project. During design specifically, the contractor will provide up to three (3) unique designs. Upon selection of a direction by the designated state project team, the contractor will provide for up to three rounds of modification/revisions to the selected design direction.

### **General Project Assumptions**

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

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3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services.
4. 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.
5. Pricing for Deliverables is set forth in Exhibit B: Price and Payment Schedule. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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**EXHIBIT A: CONTRACT DELIVERABLES**

**2.0 DELIVERABLES, MILESTONES, AND ACTIVITIES**

SilverTech shall provide the State with professional services required to complete four (4) specific projects. The initial project, Creation of common and re-usable designs and base templates for Drupal, is the key deliverable to the successful deployment of the new web content management solution to be used by all state agencies. The remaining three (3) projects allow the State to complete pilot engagements that validate the success of the re-usable designs and base templates and establish the necessary business processes to successfully migrate all state agency websites to the new hosting and content management solution.

**1. Creation of Common and re-usable designs and base templates for Drupal**

In collaboration with DoIT and a designated design team, SilverTech will review, plan and architect the creation of a set of common Drupal 8 templates to be utilized for all other State of New Hampshire websites (including the three mentioned in this proposal). The scope is limited to include a common set of 15 core and generic templates – including the selection of a common calendaring tool, a common searchable document library and file repository, and the selection of a common news/events/PR module configured within Drupal 8.

SilverTech will design and develop the style tiles, wireframes and necessary templates for these core pages.

Prior to the engagement on the other projects, SilverTech proposes designing and building the generic website templates, modules, and functionality that will be reused to build out additional agency websites. SilverTech envisions this common functionality including items such as:

- Website Template with common Header, Footer, and Menus.
- Landing Page templates with common Hero and Content module options.
- Search Results website template.
- Events list website template.
- News list website template.
- Press Releases website template.
- Multi-media website template.
- Ability to set an emergency flag on a home page/landing page to highlight alerts or significant events.
- Site shell/core to be utilized with standalone applications as needed.

SilverTech will utilize an iterative delivery approach during the strategy and design phase of this project. During design specifically, SilverTech will provide up to three unique designs (initial proposed designs) and upon selection of a direction by the State of New Hampshire, SilverTech will provide for up to three rounds of modifications/revisions to the selected design direction.

Project Assumptions include:

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Exhibit A- Contract Deliverables – Part 3

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- SilverTech will design and develop up to fifteen unique page templates – including homepage and up to fourteen unique inner/landing pages to be used on a generic basis for all State of New Hampshire websites within Drupal 8.
- SilverTech will select and implement a calendaring solution within Drupal 8.
- SilverTech will select and implement a searchable document library/file repository solution within Drupal 8.
- SilverTech will select and implement a News, Events and Press Releases solution within Drupal 8.
- SilverTech will select and implement open source Drupal Modules when available.
- The reusable components will be defined as part of the strategic planning effort.
- SilverTech will work with designated DOIT staff to setup and configure the Drupal 8 environment with the templates and Drupal modules

**2. Redesign, development, content deployment and launch of a small agency website (scope not to exceed 50 pages)**

SilverTech proposes to redesign and develop a new website for a small agency utilizing Drupal 8 and the site structure shared by DoIT with SilverTech in December, 2018. Assumptions on this engagement include:

- Limited to a maximum of three templates.
- Limited to a maximum of twenty-five pages – excluding News and Press Releases.
- SilverTech will work with DoIT to obtain the News and Press Releases in some type of marked up XML format for use in importing into Drupal.
- This project includes SilverTech's time in design, development, content deployment, quality assurance and Drupal/live site configuration support for DoIT along with launch support. In addition, we have included project management time.
- All needed content will be provided by DoIT or designated contacts in electronic format including any necessary images, photography, etc.
- No strategy work is assumed for this project (outside of the "common" strategy project).

The timeline for this project is estimated between 90-120 days upon project approval.

**3. Redesign, development, content deployment and launch of the Department of Education Website**

SilverTech proposes to finish the redesign and development of the Department of Education website located at [www.education.nh.gov](http://www.education.nh.gov). Utilizing the strategy and planning work already completed, SilverTech will help select new site templates utilizing the DoIT common templates project designed during project 1. All development will be performed within Drupal 8.

Project assumptions include:

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- This project includes SilverTech's time in strategy/planning, template customization, development, content deployment, quality assurance and Drupal/live site configuration support for DoIT along with launch support. In addition, we have included project management time.
- All needed content will be provided by DoIT or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation.
- No additional or new strategy work is being conducted apart from the existing work that has been done by another vendor.
- We will utilize the core new Drupal 8 templates created to customize them for the Department of Education's needs.
- Page count not to exceed 500 pages of content for the Department of Education
- Includes time to assist DoIT with the launch of the new website in its hosting environment

The timeline for this phase of the Department of Education website redesign is estimated between 90-120 days upon project approval.

**4. Content organization, site planning/strategy, redesign and development of the Department of Environmental Services website**

SilverTech proposes to redesign and develop a new website located at [www.des.nh.gov](http://www.des.nh.gov) utilizing Drupal 8. This effort includes work for creation of up to ten personas or target audiences for the website along with performing content review and providing guidance on content structure and needs. Based on the content structure, a high-level information architecture or sitemap will be developed in collaboration with DES (the first level being SilverTech's responsibility and levels two and beyond being developed by DES). This sitemap will also help in selecting the needed templates from the common pool of templates. Finally, the selected design templates will be configured to create a new website utilizing Drupal 8.

Project assumptions include:

- Configuration and customization of up to ten unique page templates for the Department of Environmental Services' needs from the common templates created.
- This project includes SilverTech's time in strategy/planning, template customization, development, content deployment, quality assurance and Drupal/live site configuration support for DoIT along with launch support. In addition, we have included project management time.
- All needed content will be provided by DoIT or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation.

The timeline for this phase of the Department of Environmental Services website redesign is estimated between 120-150 days upon project approval.

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**2.1 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

<b>Project 1: Creation of Common and re-usable designs and base templates for Drupal</b>			
<b>Name</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	4/1/2019
Strategic Planning – 50% completion	Digital design strategy that addresses unique needs of state agencies	Non software	4/17/2019
Strategic Planning – 100% completion	Completion of digital design strategy	Non software	4/30/2019
Initial Proposed Design delivery	Up to three unique initial proposed designs for selection by the State of NH design team	Software	5/10/2019
Home Page and one (1) inner page design completion	Up to three rounds of modifications and revisions to the design direction selected by the State of NH design team	Software	5/17/2019
Template Design completion	Completion of up to fifteen unique page templates	Software	5/24/2019
Drupal template and Module completion	Selection and implementation of Drupal modules identified in the strategic planning effort	Software	5/31/2019
QA completion	Testing and validation of the deliverables in the State's hosting environment	Non software	6/7/2019
<b>Project 2: Redesign, development, content deployment, and launch of a small agency website</b>			
<b>Name</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	5/17/2019
Website Creative Completed	Static mock ups of the website using the common templates with the agency specific branding are created.	Non Software	6/14/2019
Website Configuration	Setup and configuration of the Drupal instance and merge common assets.	Software	6/21/2019

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Exhibit A Contract Deliverables – Part 3

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Template and Widget Configuration	Setup and configure the required templates and widgets, add in the agency specific branding and CSS.	Software	6/28/2019
Content Deployment	Deployment of the website content into Drupal.	Software	7/5/2019
QA Completion	Testing and validation of the deliverables in the State's hosting environment.	Software	7/19/2019
Go Live	Site is published and made available to the public	Software	8/2/2019

**Project 3: Redesign, development, content deployment, and launch of the Department of Education's website**

Name	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	5/17/2019
Website Creative Completed	Static mock ups of the website using the common templates with the agency specific branding are created.	Non Software	6/21/19
Website Configuration	Setup and configuration of the Drupal instance and merge common assets.	Software	7/12/2019
Template and Widget Configuration	Setup and configure the required templates and widgets, add in the agency specific branding and CSS.	Software	7/19/2019
Design / HTML and CSS QA	QA of the HTML and CSS complete	Software	8/2/2019
Content Deployment Milestone	25% of content deployment	Software	8/9/2019
Content Deployment Milestone	50% of content deployment	Software	8/16/2019
Content Deployment Milestone	100% of content deployment	Software	8/23/2019
QA Completion	Testing and validation of the deliverables in the State's hosting environment	Software	9/6/2019

**Project 4: Content organization, site planning/strategy, redesign and development of the Department of Environmental Services website**

Name	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	5/17/2019

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Exhibit A- Contract Deliverables – Part 3

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Persona Completion	Requirements based on the needs of up to ten target audiences	Software	6/21/2019
Strategy Completion	Information Architecture (Up to Level 2) and Wireframe Delivery	Software	7/26/2019
Content Review and Guidance Phase	Complete content review and guidance for DES on additional levels	Software	8/16/2019
Website Creative Completed	Static mock ups of the website using the common templates with the agency specific branding are created.	Software	8/23/2019
Website Configuration	Setup and configuration of the Drupal instance and merge common assets.	Software	8/30/2019
Template and Widget Configuration	Setup and configure the required templates and widgets, add in the agency specific branding and CSS.	Software	9/13/2019
Design / HTML and CSS QA	QA of the HTML and CSS complete.	Software	9/20/2019

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Exhibit A-Contract Deliverables – Part 3

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PART 3 -EXHIBIT B  
PRICE AND PAYMENT SCHEDULES**

**EXHIBIT B: PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

**1.1 NOT TO EXCEED**

This is a Not to Exceed (NTE) Contract with a maximum Contract value indicated in the Contract Part 1, P-37 General Provisions - Block 1.8: *Price Limitation* for the period between the Effective Date through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date*. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, milestones, and Change Orders for professional services appearing in the price and payment tables below:

Milestone payments will be made upon completion of each milestone.

**Price and Payment Table**

<b>Project 1: Creation of Common and re-usable designs and base templates for Drupal</b>	
<b>Deliverable</b>	<b>Payment</b>
Project Plan Delivery	\$10,000
Strategic Planning – 50% completion	\$28,900
Strategic Planning – 100% completion	\$28,900
Initial Proposed Design delivery	\$45,000
Home Page and one (1) inner page design completion	\$30,000
Template Design completion	\$50,000
Drupal template and Module completion	\$60,000
QA completion	\$10,000
Project Total	\$262,800
<b>Project 2: Redesign, development, content deployment, and launch of a small agency website</b>	
<b>Deliverable</b>	<b>Payment</b>
Project Plan Delivery	\$0

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Exhibit B – Payment Schedule – Part 3  
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Website Creative Completed and Website Configuration	\$6,210
Template and Widget Configuration	\$6,210
Content Deployment and QA Completion	\$3,200
Go Live	\$2,596
Project Total	\$18,216
<b>Project 3: Redesign, development, content deployment, and launch of the Department of Education's website</b>	
<b>Deliverable</b>	<b>Payment</b>
Project Plan Delivery	\$0
Website Creative Completed	\$22,000
Website Configuration	\$20,000
Template and Widget Configuration	\$30,000
Design / HTML and CSS QA	\$14,652
Content Deployment milestone	\$5,000
Content Deployment milestone	\$5,000
Content Deployment milestone	\$5,000
QA Completion	\$12,000
Project Total	\$113,652
<b>Project 4: Content organization, site planning/strategy, redesign and development of the Department of Environmental Services website</b>	
<b>Deliverable</b>	<b>Payment</b>
Project Plan Delivery	\$5,000
Persona Completion	\$15,000
Strategy Completion	\$40,000
Content Review and Guidance Phase	\$15,000
Website Creative Completed	\$20,000

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Website Configuration	\$15,000
Template and Widget Configuration	\$9,972
Design / HTML and CSS QA	\$25,000
Project Total	\$144,972

**1.2 Future Vendor Rates**

SilverTech professional services shall only be executed when additional project work is requested through a SOW at an agreed pre-negotiated hourly vendor rate. This is a blended rate which includes travel, lodging, and miscellaneous expenses.

SilverTech's hourly rate is for add-on (future services) available to purchase as additional Scope of Work with an ability to purchase more services as needed.

WHEREAS, The Vendor agrees to provide additional professional services for the continuation of State Agency implementations anticipated in SFY2019 – SFY2022.

Table 1.2.1 ACTIVITIES, DELIVERABLES, or MILESTONE
<p><b>Professional Services:</b></p> <ul style="list-style-type: none"> <li>• DoIT will provide detailed statements of work for the requested professional services.</li> <li>• SilverTech, at no cost to the State, will provide fixed cost proposals for the professional services.</li> <li>• Upon acceptance, The State will pay 50% upfront with a 10% holdback</li> <li>• The last 50% will be paid with a 10% hold back when the professional service is delivered to production.</li> <li>• The 20% will be paid after a 90 day warranty period.</li> </ul>
The professional services being proposed include additional SilverTech's Support Services only to be executed when additional project work is requested to support on-going applications and user adoption.
The professional services will be defined in change orders and accepted by the State.

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PRICE AND PAYMENT SCHEDULES**

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 2 - Section 2: *CONTRACT TERM*.

**Table 1.2.2: Future Vendor Rates Worksheet**

The New Hampshire State Fiscal Year runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022
Project Manager	\$150.00	\$150.00	\$150.00	\$150.00
Technical Architect	\$150.00	\$150.00	\$150.00	\$150.00
Web Developer	\$150.00	\$150.00	\$150.00	\$150.00
QA Engineer	\$150.00	\$150.00	\$150.00	\$150.00

## **2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract price shall be the only; and the complete reimbursement to the Contractor for Services or Deliverables as permitted by the Contract incurred by the Contractor 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 under this Contract.

## **3. INVOICING**

The Contractor 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. The Contractor 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.

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PRICE AND PAYMENT SCHEDULES**

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:  
Department of Information Technology  
Accounts Payable  
27 Hazen Drive  
Concord, NEW HAMPSHIRE 03110

#### **4. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:

<https://www.nh.gov/treasury/state-vendors/index.htm>

If ACH is not available payments shall be sent to the following address:

Billing and Payment Remittance

SilverTech  
196 Bridge Street  
Manchester, NH 03104

#### **5. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor 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 the Contractor's invoices with appropriate information attached.

#### **7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) for each Deliverable applied to the milestone amount as set forth in the Price and Payment Table, Exhibit B until successful conclusion of the Warranty Period.

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If at expiration of the Warranty Period, the State determines the system or components is defective or non-performing, the holdback will be released to SilverTech when the State determines that the Defective or non-performing component of the System has been resolved.

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PART 3 -EXHIBIT C  
SPECIAL PROVISIONS**

**EXHIBIT C: SPECIAL PROVISIONS**

There are no changes to the Terms outlined in the P-37.

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PART 3 - EXHIBIT D  
ADMINISTRATIVE SERVICES**

**EXHIBIT D: ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

The Contractor 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**

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

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

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

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

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

The Contractor 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*.

The Contractor 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. The Contractor and its

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State of NH Contract 2019-074

Exhibit D - Administrative Services - Part 3

Date: 3/16/19

Contractor's Initials CS

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT D  
ADMINISTRATIVE SERVICES**

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

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor'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**

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

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State of NH Contract 2019-074

Exhibit D - Administrative Services - Part 3

Date: 3/9/19

Contractor's Initials us

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
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CONTRACT 2019-074  
PART 3 - EXHIBIT E  
IMPLEMENTATION SERVICES**

**EXHIBIT E: IMPLEMENTATION SERVICES**

**1. PROJECT MANAGEMENT**

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

The Contractor 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 the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor's 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 Contractor's 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 the Contractor 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 the Contractor 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 the Contractor 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 the Contractor's responsibility.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
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CONTRACT 2019-074  
PART 3 - EXHIBIT E  
IMPLEMENTATION SERVICES**

The Contractor's Project Manager or the Contractor's 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 Contractor'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. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, 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**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

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

The Contractor's team will provide training as defined in Exhibit L - Training Services, 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.

The Contractor 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.

**STATE OF NEW HAMPSHIRE  
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WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT E  
IMPLEMENTATION SERVICES**

**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. 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 Work Plan.

**2.3 Change Management and Training**

The Contractor'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.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
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CONTRACT 2019-074  
PART 3 - EXHIBIT F  
TESTING SERVICES

**EXHIBIT F: TESTING SERVICES**

Exhibit F – Not Applicable to this Contract.

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES

**EXHIBIT G: MAINTENANCE AND SUPPORT SERVICES**

Exhibit G – Not Applicable to this Contract.

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT H  
REQUIREMENTS**

**EXHIBIT H: REQUIREMENTS**

Exhibit H – Not Applicable to this contract

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT I  
WORK PLAN**

**EXHIBIT I: WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 5 days of the planned kickoff date of March 27, 2019 and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

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

**1. ASSUMPTIONS**

**1.1 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.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**1.2. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored

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State of NH Contract 2019-074

Exhibit I - Work Plan - Part 3

Date: 3/9/19

Contractor's Initials VS

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT I  
WORK PLAN**

locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

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

**1.3 Reporting**

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

**2. ROLES AND RESPONSIBILITIES**

**A. Contractor Team Roles and Responsibilities**

**1) Contractor Team Project Executive**

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

**2) Contractor Team Project Manager**

The Contractor 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 Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;

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WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT I  
WORK PLAN**

- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager; and
- Manage handoff to the Contractor operational staff.

**3) Contractor Team Tasks**

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of installation procedures; and
- Unit testing of Drupal modules implemented; 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 Contractor Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor 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 Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

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

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WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT I  
WORK PLAN**

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- 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 Contractor 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 the Contractor 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 in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly project meetings.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT J  
SOFTWARE AGREEMENT**

**EXHIBIT J: SOFTWARE AGREEMENT**

Exhibit J – Not Applicable to this Contract

*Remainder of this page intentionally left blank*

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State of NH Contract 2019-074

Exhibit J – Software Agreement – Part 3

Date: 3/9/19

Contractor's initials: WS

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
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CONTRACT 2019-074  
PART 3 -EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

**EXHIBIT K: WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**1.1 System**

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

**1.2 Software**

The Contractor warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

1.2.1 the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

1.2.2 the re-performance of the deficient Services, or

1.2.3 if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

**1.3 Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

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

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State of NH Contract 2019-074

Exhibit K Warranty and Warranty Services – Part 3

Date: 5/8/19

Contractor's Initials US

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 -EXHIBIT K  
WARRANTY AND WARRANTY SERVICES**

**1.5 Compatibility**

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

**1.6 Services**

The Contractor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 –EXHIBIT L  
TRAINING SERVICES**

**EXHIBIT L: TRAINING SERVICES**

The Contractor shall support and assistance for DOIT technical staff with the setup of the Drupal templates and modules as part of the Go Live deliverables.



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT M  
AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

**EXHIBIT M: AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

Exhibit M – Not Applicable to this Contract

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State of NH Contract 2019-074

Exhibit M – Agency RFP with Addendums, by Reference – Part 3

Date: 3/6/19

Contractor's Initials W

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT N  
VENDOR PROPOSAL, BY REFERENCE**

**EXHIBIT N: VENDOR QUOTE, BY REFERENCE**

SilverTech's proposal to the Department of Information Technology is incorporated herein by reference.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
WEB DESIGN SERVICES  
CONTRACT 2019-074  
PART 3 - EXHIBIT O  
CERTIFICATES AND ATTACHMENTS**

**EXHIBIT O: CERTIFICATES AND ATTACHMENTS**

Attached are:

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

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State of NH Contract 2019-074

Exhibit O - Certificate and Attachments - Part 3

Date: 3/2/19

Contractor's Initials LS

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# State of New Hampshire

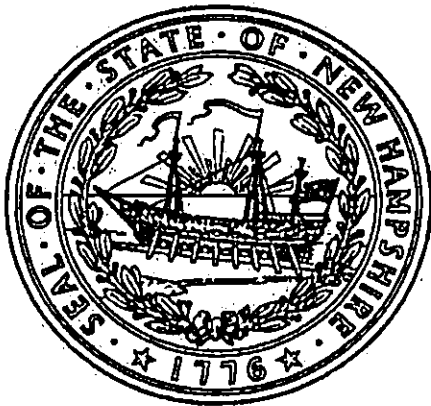
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 312195

Certificate Number: 0004424899



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 1st day of March A.D. 2019.

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

William M. Gardner

Secretary of State

**SilverTech, Inc.**  
**CONSENT OF DIRECTORS**  
**(In Lieu of a Special Meeting)**

The undersigned, being the sole Director of SilverTech, Inc. (the "Corporation"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "Board"), as permitted by New Hampshire R.S.A. 293-A:8.21:

**VOTED:** That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

**FURTHER**

**VOTED:** That the form, terms, conditions and considerations set forth in the agreement by and between New Hampshire Department of Information Technology and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

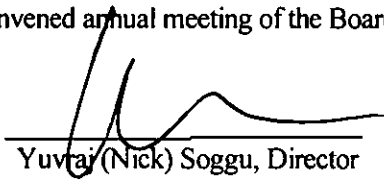
**FURTHER**

**VOTED:** That Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby, the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

**FURTHER**

**VOTED:** That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: March 14, 2019

  
Yuvraj (Nick) Soggu, Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2019

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

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

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110		<b>CONTACT</b> NAME: Tina Housman PHONE (A/C No. Ext): (617) 723-7775 FAX (A/C No.): E-MAIL: thousman@hayscompanies.com ADDRESS:	
<b>INSURED</b> Silvertech, Inc 196 Bridge St Manchester NH 03104		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Sentinel Insurance Company Ltd NAIC # 11000 INSURER B: Hartford Underwriters Insurance 30104 INSURER C: Hartford Fire Insurance Company 19682 INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 18-19 Master COI

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			088BARO3454	9/18/2018	9/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			088BARO3454	9/18/2018	9/18/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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		13WEGIC8260	4/24/2018	4/24/2019	PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			08TE0297926	9/18/2017	9/18/2018	Aggregate Limit \$2,000,000 Each Wrongful Act \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WEB DESIGN SERVICES DoIT CONTRACT #2019-074

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
Department of Information Technology  
ATTN: Chief Information Officer  
27 Hazen Drive  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

James Hays/JHURLE

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## ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Second Injury Fund	2NDIN		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$5.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$160.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Domestic Terr EQ Catas	DTEC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$411.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$118.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$10.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$102.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Adjst. to reconcile-exp mod. premium	AREM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$144.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Additional Prem to Equal Inc Limits	AILMP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$8.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Domestic Terr EQ Catas	DTEC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$58.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Adjst. to reconcile-exp mod. premium	AREM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$1,495.00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium