



State of New Hampshire

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

25D
Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

March 28, 2013

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend the State's Contract with Infor (US), Inc. (VC# 169176) St. Paul, Minnesota, originally approved by Governor and Council on August 10, 2011, item #11C and further amended on September 19, 2012, item #38D, by extending the end date from April 30, 2013 to September 30, 2013, with no adjustment in the contract price, to allow for the completion of certain services related to the design, configuration and implementation of the inventory control module of the State's ERP financial accounting system in the Department's Surplus Distribution Section, and to other State Agencies requiring the functionality. In addition this extension will allow for the contract to run through the applicable warranty period. Effective upon Governor and Council approval through September 30, 2013. **100% Capital (General) Funds.**

EXPLANATION

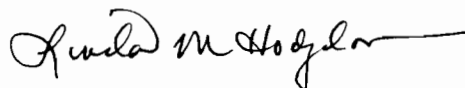
On August 10, 2011 (Item #11C) Governor and Executive Council authorized the Department of Administrative Services to enter into a contract with Lawson Software Americas, Inc., which has since been acquired by Infor, for implementation services required to implement Enterprise Resource Planning ("ERP") Phase II modules including but not limited to Human Resources, Payroll, Strategic Sourcing and Asset Management. Through this contract, Infor has provided essential consulting services which will allow the State to more fully utilize its ERP system.

On September 19, 2012 (Item #38D) Governor and Executive Council approved an amendment to augment the contract with specified consultant services in order meet the above stated aims. More specifically the amendment provided consultant services which would: 1) develop and implement inventory control procedures in the Department's Surplus Distribution Section and for use by any other State Agency requiring inventory accounting and control functionality integrated with the State's financial accounting system; 2) provide an associated mapping document for data element specifications and mapping of NHFIRST in scope data elements to Health and Human Services and Dept of Information Technology electronic data warehouse (EDW) elements; and 3) ensure synchronicity between the dual methods of requesting leave in NHFIRST.

This amendment, which would extend the contract to September 30, 2013 at no cost increase, will allow enough time to complete the work related to the development and implementation of inventory control procedures in the Department's Surplus Distribution Section and for use by any other State Agency requiring inventory accounting and control functionality integrated with the State's financial accounting system. The services related to inventory control procedures are necessary components to more fully utilizing the State's ERP system, and to taking advantage of the associated efficiencies. In addition this extension will allow for the contract to run through the applicable warranty period.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Infor (US), Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner



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

Peter C. Hastings
Acting Commissioner

April 8, 2013

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

Dear Commissioner Hodgdon:

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

This is a request to amend a contract with Infor (US) to allow for the completion of certain services related to the design, configuration and implementation of the inventory control module of the State's ERP financial accounting system, first in the Department's Surplus Distribution Section and eventually to other State Agencies requiring this functionality. This extension also allows for the contract to run through the applicable warranty period. This shall be a time extension amendment only and there shall be no cost increase. The amendment shall become effective upon Governor and Executive Council Approval and expire on September 30, 2013.

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

Sincerely,

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

Peter C. Hastings

PCH/dcp
Contract #2012-137B

cc: Leslie Mason, DoIT
Charles Russell, DAS

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**THIRD AMENDMENT
TO
Lawson ERP Implementation Consulting Services Contract**

It is hereby agreed that the Lawson ERP Implementation Consulting Services Contract approved by Governor & Executive Council on August 10, 2011, which was subsequently amended by approval of Governor & Executive Council on September 19, 2012, and on December 19, 2012, and herein referred to as the "Agreement" between Infor (US), Inc. as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

Background

The State and the Contractor entered into an agreement for implementation consulting services on August 10, 2011; this agreement was subsequently amended on September 19, 2012 and on December 19, 2012; the Agreement is set to expire April 30, 2013. The State and the Contractor have agreed to an extension of the contractual term to allow for the completion of certain services related to the design, configuration and implementation of the inventory control module of the State's ERP financial accounting system as detailed in Exhibit S. In addition, the extension will allow the contract to run through the applicable warranty period for other services provided under the Contract. Infor has timely completed all other services in accordance with the Contract.

Amendment

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

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

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 Completion Date: September 30, 2013
2. Delete Section 2.1.2 of Exhibit A and substitute the following:
2.1.2 The Term of the Contract shall begin upon approval by Governor and Executive Council approval and end on September 30, 2013.
3. All other provisions of the Agreement, approved by Governor and Council on August 10, 2011 and amended September 19, 2012 and December 19, 2012, shall remain in full force and effect.

Infor (US), Inc.

STATE OF NEW HAMPSHIRE

By: Patricia Elias
Patricia Elias
(Print Name)

By: Linda M. Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Associate General Counsel _____

Title: Commissioner
Department of Administrative Services

Date: 4/10/2013

Date: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 10th day of April, 2013,
There appeared before me, the state and county
foresaid a person who satisfactorily identified
himself as
Patricia Ann Elias

By: Rosemary Wiant
Rosemary Wiant
(Print Name)

Title: Assistant Attorney General

Date: 4-11-13

And acknowledge that he executed this document indicated above.

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

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

[Signature]
(Notary Public/Justice of the Peace)

Signed: _____

My commission expires:
11/31/2015
(Date)

(Print Name)

Title: _____



Certificate of Authority

CERTIFICATE

(Corporation With No Seal)

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 10th day of April, 2013.

Brad Steiner

Secretary

(No Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

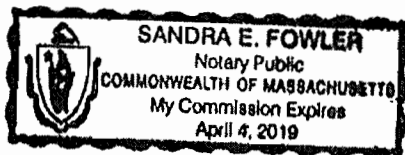
On this the 10th day of April, 2013, before me, Brad Steiner, the undersigned Secretary, personally appeared and acknowledged himself to be the Secretary of Infor (US), Inc., a Delaware corporation, and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the Secretary.

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

Sandra E. Fowler

Notary Public

My Commission Expires: April 4, 2019



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Infor (US), Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 9, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State



140800

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2012

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

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

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

COVERAGES

CERTIFICATE NUMBER: 5222339

REVISION NUMBER: See below

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

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

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

Named Insured: Lawson Software, Inc.

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

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

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

AUTHORIZED REPRESENTATIVE





LINDA M HODGDON
 Commissioner
 (603) 271-3201

DEC 12 12 09 30:20 US
State of New Hampshire

21E *dm*

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

JOSEPH B BOUCHARD
 Assistant Commissioner
 (603) 271-3204

December 7, 2012

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a second amendment to the State's Contract with Infor (US), Inc. (VC# 169176) St. Paul Minnesota, formerly known as Lawson Software Americas, Inc, to extend the provision of services by one month, from an end date of March 31, 2013 to April 30, 2013 with a corresponding increase in the contract price limitation by \$220,640 from \$4,137,182 to \$4,357,822, to ensure the integrity of the implementation of the NH FIRST Phase 2 project by providing sufficient resources to complete software system testing, user training, and technical support as part of overall transition management and warranty support. Effective upon Governor and Council approval through April 30, 2013. **100% Capital (General) Funds.**

Funding is available in the following account:

01-14-14-142030-09420000, ERP PH II HR
 034-500099 Major IT Systems

SFY13
\$220,640

EXPLANATION

The current contract is a fixed price/fixed timeline contract. At this point, the State needs to amend the contract to complete software-system testing activities and to augment the training team needed to deliver training to all state agencies, the Division of personnel and the Division of Accounting payroll controllers.

The challenges encountered in the establishment of this new infrastructure and software environment combined with the upgrades to the ERP software which have been delivered since it was first acquired in 2005, have prevented certain NH FIRST Phase 2 activities from being completed in time to preserve the original plan to launch the Phase 2 functions by January 1, 2013.

In July, 2011, the State established capital appropriation in support of the NH FIRST Phase 2 project to complete the implementation of the Lawson Enterprise Resource Planning

His Excellency, Governor John H. Lynch
and the Honorable Council
December 7, 2012
Page 2 of 2

system (ERP). Phase 2 includes personnel administration, human resources and recruiting functions, employee benefits, employee time and leave reporting, and payroll.



After a competitive bidding process, the State selected and was approved to engage directly with Lawson (which has since been acquired by/renamed Infor) to acquire implementation services for Phase 2. This item was approved by Governor and Council on August 10, 2011, item #11C, and amended September 19, 2012, item #38D, for additional implementation services. Subsequent to the contract's approval, the State and Infor developed an aggressive plan to implement all of the Phase 2 functions within 18 months. The NH FIRST Phase 2 project was launched in September, 2011.

Since that time, the NH FIRST Phase 2 project has successfully designed the processes to be used statewide by over 60 agencies including functions to be used by all State employees. These functions are designed to ensure compliance and standardization. The system is also designed to eliminate the reliance on paperwork and to enable the efficiencies mandated in the State budget for the current biennium.

In parallel with the NH FIRST Phase 2 project, the State has also pursued a replacement strategy for critical information technology infrastructure. This is the same infrastructure on which the State's ERP system operates. The final design of this infrastructure involves the acquisition and configuration of new hardware and new software environment designed to provide the State with a more efficient use of equipment, operating capacity, and storage capacity for critical data.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Infor (US), Inc.

Respectfully submitted,


for  Linda M. Hodgdon
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Acting Commissioner

December 12, 2012

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

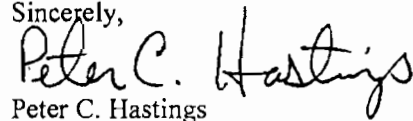
Dear Commissioner Hodgdon:

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

This is a request to amend a contract with Lawson Software to provide sufficient time and resources to complete software system testing, user training, and technical support as part of overall transition management and warranty support. The amount of the contract shall increase by \$220,640.00. The amendment shall become effective upon Governor and Council Approval and expire on April 30, 2013.

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

Sincerely,


Peter C. Hastings

PCH/ltn
Contract #2012-137B

cc: Leslie Mason, DoIT
Charles Russell, DAS

**SECOND AMENDMENT
TO
Lawson ERP Implementation Consulting Services Contract**

It is hereby agreed that the Lawson ERP Implementation Consulting Services Contract approved by Governor & Executive Council on August 10, 2011, which was subsequently amended by approval of Governor & Executive Council on September 19, 2012, and herein referred to as the "Agreement" between Infor (US), Inc. as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

Background

The State and the Contractor entered into an agreement for implementation consulting services on August 10, 2011; this agreement was subsequently amended on September 19, 2012; the Agreement is set to expire March 31, 2013.

Amendment

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

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

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 Completion Date: April 30, 2013
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 Price Limitation: \$4,357,822.00
3. Amend Exhibit A, Section 1.1 to include the following at the end thereof:
 - u. Exhibit T Consulting Services
4. Amend Exhibit A, Section 5 to include the following at the end thereof:

5.9 The Contractor shall provide the consulting services required under Exhibit T hereto, at the prices set forth therein.
5. Amend Exhibit B, Section 1.1 to include the following at the end thereof:

The price and payment terms of this Exhibit B do not apply to Exhibits Q, R, S and T or any Exhibit added to the Agreement after the date of this Amendment. The terms of Exhibits Q, R, S, T and any subsequent Exhibit will govern the price and payment terms for the Services set forth on those Exhibits.
6. Amend the Agreement by appending the attached Exhibit T, Change Order No.: 00031942.0
7. All other provisions of the Agreement, approved by Governor and Council on August 10, 2011 and amended September 19, 2012, shall remain in full force and effect.

Infor (US), Inc.

By: Patricia Elias
Patricia Elias
(Print Name)

Title: Associate General Counsel

Date: December 6, 2012

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 6 day of December, 2012,
There appeared before me, the state and county
foresaid a person who satisfactorily identified
~~herself~~ as
herself

Patricia Elias

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

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

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

My commission expires:
January 31, 2016
(Date)



STATE OF NEW HAMPSHIRE

By: Linda M. Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: Dec. 12, 2012

OFFICE OF THE ATTORNEY GENERAL

By: Rosemary Wiant
Rosemary Wiant
(Print Name)

Title: Assistant Attorney General

Date: 12-12-12

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

Signed: _____

(Print Name)

Title: _____

Exhibit T

Change Order Form

Change Order Form

This Services Change Order Form ("Change Order") modifies the Statement of Work ("SOW") identified below that was entered into between Infor (US), Inc. (formerly Lawson Software, Inc.) ("Infor") and the customer identified below (the "Customer") (collectively "the Parties"). Capitalized terms not otherwise defined in this Change Order have the same respective meanings as contained in the SOW. The rates listed below are only applicable for the Services provided in connection with this Change Order. This Change Order is effective as of the latest date signed below after all Parties have signed ("Effective Date").

Project Management Use

Customer Name:	State of New Hampshire		
SOW / Project Name :			
Requestor Name:	Sid Russell		
Request Initiated Date:	11/13/2012	Request Response Date:	11/20/2012
Change Order No.:	00031942.0 /O-1211-166762		

Customer Change Request

Change Request Description:	
Reason for change	<ul style="list-style-type: none"> • To extend the fixed term/fixed price contract for implementation services (ERP Consulting services) by two biweekly payroll cycles due to delays encountered in completing Full Scale Testing. • A one month extension of full implementation consulting services on-site and offsite is requested to complete an additional cycle of testing, provide additional end user training support, and help resolve any post implementation issues • The State has requested additional senior systems consultants to augment the resources at the Department of Information Technology to support deployment of NHFIRST Phase II
Alternative solution(s)	None Identified

Scope of Agreed Services to be Provided

Scope of Agreed Services:	<p>Scope of Work Agreed:</p> <p>The State of New Hampshire has decided to extend the Fixed price/fixed timeline contract by one month (changing the go-live date from December 14, 2012 to January 11, 2013).</p> <p>As a result of this decision, additional Application Consulting, Project Management and Systems Consulting services are needed to support the NHFIRST phase II implementation.</p> <p>The systems consulting services are needed to augment State of New Hampshire Department of Information Technology personnel by providing Lawson systems expertise, Windows environment expertise, knowledge transfer, transition management and overall Lawson applications and environment support.</p> <p>Payment for services will be managed via the following milestones:</p> <ul style="list-style-type: none"> • The application consulting and project management services of \$132,640.00 will be added to the existing Fixed Fee/Fixed timeline project Milestone Payment #24 (HR & PR Implementation of HR, Personnel, and Payroll with Integrated Time & Expense). The revised payment amount for Milestone #24 is \$319,540.00. <ul style="list-style-type: none"> ◦ \$18,690 of the \$319,540.00 is considered holdback and will be invoiced via Milestone #25 (HR & Payroll Warranty Complete). • The remaining \$300,850.00 will be invoiced when Milestone #24 is deemed complete by State of New Hampshire and Infor Project Management. • Systems Consulting services will be invoiced via a new 4 milestones as follows:
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ID	Milestone Name	Payment Amount	Due Date
33	Systems consulting and transition management	\$22,000	December 31, 2012
34	Systems consulting and transition management	\$22,000	January 31, 2013
35	Systems consulting and transition management	\$22,000	February 28, 2013
36	Systems consulting and transition management	\$22,000	March 31, 2013

These milestones will be in addition to original milestone payment structure of the ERP Implementation Consulting Services Contract. Status reports will be provided as milestone deliverable.

Note: Additional funding may need to be considered if the January 11, 2013 implementation date is not achieved.

Description of Deliverables:

No new deliverables identified. Any deliverables would be mutually agreed upon.

Dependencies and Prerequisites:

None.

Resources:

Application Consulting/Project Management services:

- Up to 160 additional hours of project management
- Up to 480 additional hours of application consulting

Systems Consulting services:

- Up to 320 hours of services to support State of New Hampshire Dept. of Information technology personnel for the period of: December 3, 2012 thru February 28, 2013

Change Impact

Review Priority: Required to meet Project objectives, cannot continue Project without decision	
Impact to Project timeline: Yes	Increase in Estimated Project Budget: Yes
Estimated increase/decrease to the Project Schedule duration in number of work days: 20	Estimated Project Budget change: 220,640.00 (excluding expenses)
Now estimated Project completion date: 3/15/2013	Total value of Change Orders (% of Estimated Project Budget): 6

Likely Project risks from this Change Order:

If not approved, the quality/stability of the solution deployed for the State of New Hampshire may be compromised.

Services, Rates and Payment. For up to 5 months after the Effective Date of this SOF, Infor agrees to provide the Services described in this COF on a fixed fee basis at the Fixed Price listed below. After such period, and outside the scope of the agreed Fixed Price, all Services will be on a time and materials basis at Infor's standard list price. All Services fees are exclusive of applicable VAT or other taxes. Customer shall pay Infor the Fixed Price, set forth herein, plus applicable VAT or other taxes, within Net 30 days after the date of invoice. Customer acknowledges and agrees that any delays or changes caused by Customer or Customer's other contractors or suppliers may cause an increase in the amount of any Fixed Price.

Infor Role	Role Description	Fixed Price
Fixed Fee	Fixed fee / Application Consulting/Project Management	132,640.00
Fixed Fee	Fixed fee /Systems Consulting	88,000.00
		USD 220,640.00

Unless stated otherwise in this COF, all Service fee estimates exclude all expenses and travel time. For Infor training, the Customer is required to pay its own travel and living expenses when attending training remotely, or to provide suitable training facilities for on-site training. Where this COF names specific Infor resources, Infor reserves the right to reassign personnel if reassignment does not materially impede the performance or schedule of Services.

For State of New Hampshire <u>Charles Bessiee</u> (Authorized Signature)	For State of New Hampshire <u>[Signature]</u> (Authorized Signature)	For State of New Hampshire <u>[Signature]</u> (Authorized Signature)
<u>Charles Russell</u> (Printed Name)	<u>Mark Fairbank</u> (Printed Name)	<u>Rudolph Ogden</u> (Printed Name)
<u>Financial Data Manager</u> (Title)	<u>Program Manager</u> (Title)	<u>Contract Manager</u> (Title)
<u>11/20/2012</u> (Date)	<u>[Date]</u> (Date)	<u>11/21/2012</u> (Date)

For State of New Hampshire
[Signature]
(Authorized Signature)

Linda M. Hodgdon
(Printed Name)

Commissioner - Department of Administrative Services
(Title)

11/28/12
(Date)

For Infor (US), Inc.
[Signature]
(Authorized Signature)

Patricia Elias
(Printed Name) Associate General Counsel

[Title]
(Title)

November 26, 2012
(Date)

Return the Change Order to the Customer:

- As Pdf in an e-mail, address
- Per mail, address
- Not required

State of New Hampshire
Department of Administrative Services
HR/Payroll Implementation Consulting Services
Contract 2012-008
Exhibit N Certificate of Vote

CERTIFICATE

(Corporation With No Seal)

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

- (1) I am the duly elected and acting Secretary of Infor (US), Inc., a Delaware corporation (the "Corporation");
- (2) By resolution authorized by the Board of Directors, which was effective prior to August 1, 2011, Patricia Elias, Associate General Counsel of the Corporation is authorized to bind the Corporation by legal contract for the following;

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this 6th day of December, 2012.

Brad Steiner

Secretary

(No Corporate Seal)

STATE OF MASSACHUSETTS

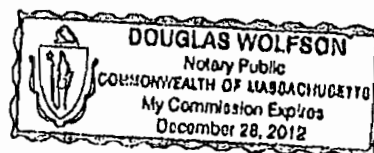
COUNTY OF MIDDLESEX

On this the 6th day of December, 2012, before me, Brad Steiner, the undersigned Secretary, personally appeared and acknowledged himself to be the Secretary of Infor (US), Inc., a Delaware corporation, and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the Secretary.

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

Douglas Wolfson
Notary Public Justice of the Peace

My Commission Expires: 12/28/12



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Infor (US), Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 19, 2012. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December, A.D. 2012

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

William M. Gardner
Secretary of State

Filed
Date Filed: 09/04/2012
Business ID: 669006
William M. Gardner
Secretary of State

State of New Hampshire

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

Form 42
RSA 293-A:15.04

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

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

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

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

Lawson Software, Inc.

THIRD: The state or country of incorporation is: Delaware

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

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

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

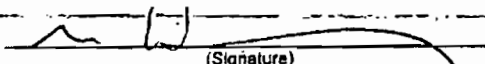
b. The name the corporation will hereafter use in the state of New Hampshire is changed to: _____

Infor (US), Inc. (Note 1).

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

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

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

 (Note 3)
(Signature)

Mark Henry
(Print or type name)

Treasurer (Note 3)
(Title)

Date signed: 8/27/2012

DISCLAIMER: All documents
public inspection in either tan

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

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



T1224925020

available for
North Main Street,

Form 42 (7/2012)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE SAID "LAWSON HOLDINGS, INC." FILED A CERTIFICATE OF OWNERSHIP, CHANGING ITS NAME TO "LAWSON SOFTWARE, INC.", ON THE TWENTY-FOURTH DAY OF APRIL, A.D. 2006, AT 4:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE TWENTY-FOURTH DAY OF APRIL, A.D. 2006, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THE SAID "LAWSON SOFTWARE, INC." FILED A RESTATED CERTIFICATE, CHANGING ITS NAME TO "INFOR (US), INC.", ON THE TWENTY-FIRST DAY OF JUNE, A.D. 2012, AT 2:14 O'CLOCK P.M.

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


AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INFOR (US), INC.", IS THE LAST KNOWN TITLE OF RECORD OF THE AFORESAID CORPORATION.

3978744 8321

120907829

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9769500

DATE: 08-09-12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2012

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

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

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME Lerna Speir PHONE (A/C No. Ext) 404-923-3538 E-MAIL ADDRESS lerna.speir@wellsfargo.com FAX (A/C No.) 877-362-9069
INSURED Infor Enterprise Applications LP and its Subsidiaries 13569 Morris Road Suite 4100 Alpharetta GA 30004	INSURER(S) AFFORDING COVERAGE INSURER A Federal Insurance Company NAIC # 20281 INSURER B Chubb Indemnity Insurance Co 12777 INSURER C Lloyd's of London INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: 5222339 REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input checked="" type="checkbox"/> CONTRACTS AND AGREEMENTS <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> UMBRELLA EXCESS LIABILITY GENERAL AGGREGATE LIMIT APPLIES PER POLICY		35851844	11/30/12	11/30/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> ALL OTHER AUTOS <input checked="" type="checkbox"/> HIREN AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		73543744	11/30/2012	11/30/2013	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ Damage-ACV \$
A	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS AND	79839130	11/30/2012	11/30/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		71718041 (All States)	11/30/2012	11/30/2013	<input checked="" type="checkbox"/> TWO STATE-TORY LIMITS OTHER
A	PROFESSIONAL PARTNER, EXECUTIVE, OFFICER, DIRECTOR, EMPLOYEE (Mandatory in NH)	<input type="checkbox"/> Y/N N/A	0971725758 (Hawaii & Idaho)	11/30/2012	11/30/2013	\$L EACH ACCIDENT \$ 1,000,000 \$L DISEASE - EA EMPLOYEE \$ 1,000,000 \$L DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Prof Liab Retro Date 02/01/04 Technology E&O		W101F5100601 Renewal of	11/30/2012	11/30/2013	\$5,000,000 \$1,000,000 per Claim Made each Claim

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

Named Insured: Lawson Software, Inc
Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy.

CERTIFICATE HOLDER State of New Hampshire Attn: Rudolph Ogden State House Annex, Room 102 25 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



LINDA M. HODGDON
 Commissioner
 (603) 271-3201

State of New Hampshire

SEP 13 2012 7:45 AM

58D *[Signature]*

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

SEP 19 2012
 1-2

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

September 10, 2012

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a contract with Lawson Software Americas, Inc., (VC#175600) St. Paul, Minnesota, by increasing the contract amount by \$260,182, from \$3,877,000 to \$4,137,182 for the provision of additional consulting services, including services to help design, configure and implement the inventory control module of the State's ERP financial accounting system, first in the Department's Surplus Distribution Section, and eventually to other State Agencies requiring the functionality; and to provide specific services related to data mapping between the State's ERP and mission critical data warehouses at certain agencies. The original contract was approved by Governor and Executive Council 08/10/2011, item# 11C. All other terms and conditions remain unchanged, effective upon Governor and Executive Council approval. 90.3% federal funds, 9.7% general funds.

Funds are available in the following accounts:	SFY 2013
Dept of Administrative Services	
01-14-14-141510-81850000 Bur Plant/Prop Management, State Administrative Expense	
046-500638 Consultants	\$220,250.00 (100% Federal Funds)
01-14-14-142030-03200000 Financial Data Management, ERP	
034-500099 Major IT Systems	\$3,348.00 (100% General/Capital Funds)
Dept of Health & Human Services	
05-95-95-953010-56850000 Office of Administration, Management Support	
103-502664 Contracts Op Svcs	<u>\$36,584.00</u> (60% General Funds 40% Federal Funds)
TOTAL	\$260,182.00

EXPLANATION

On August 10, 2011 (Item #11C) Governor and Executive Council authorized the Department of Administrative Services to enter into a contract with Lawson Software Americas, Inc. for implementation services required to implement Enterprise Resource Planning ("ERP") Phase II modules including but not limited to Human Resources, Payroll, Strategic Sourcing and Asset Management.

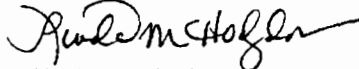
His Excellency, Governor John H. Lynch
and the Honorable Council
September 10, 2012
Page 2 of 2

Through this contract, Lawson has provided essential consulting services which will allow the State to more fully utilize its ERP system.

This amendment serves to augment the contract with specified consultant services in order to meet the above stated aims. More specifically this amendment details consultant services which: 1) develop and implement inventory control procedures in the Department's Surplus Distribution Section and for use by any other State Agency requiring inventory accounting and control functionality integrated with the State's financial accounting system; 2) provide an associated mapping document for data element specifications and mapping of NHFIRST in scope data elements to Health and Human Services and Dept of Information Technology electronic data warehouse (EDW) elements; and 3) ensure synchronicity between the dual methods of requesting leave in NHFIRST.

These services are necessary components to more fully utilizing the State's ERP system, and to taking advantage of the associated efficiencies. Based on the foregoing, I am respectfully recommending approval of the contract amendment with Lawson Software Americas, Inc.

Respectfully submitted,



Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT
TO
Lawson ERP Implementation Consulting Services Contract**

It is hereby agreed that the Lawson ERP Implementation Consulting Services Contract approved by Governor & Executive Council on August 10, 2011, and herein referred to as the "Agreement" between Infor (US), Inc. (formerly Lawson Software, Inc. as successor in interest to Lawson Software Americas, Inc.) as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

Background

The State and the Contractor entered into an agreement for implementation consulting services on August 10, 2011; the Agreement is set to expire March 31, 2013.

Amendment

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 Price Limitation: \$4,137,182.00
2. Amend Exhibit A, Section 1.1 to include the following at the end thereof:
 - r. Exhibit Q – Functional Consulting Services for Department of Administrative Services Surplus Distribution Section with an Effective Date of May 31, 2012 (COF# 00026097.0).
 - s. Exhibit R - Consulting services and associated mapping document for data element specifications/mapping of NHFIRST in scope data elements Health and Human Services and Dept of Information Technology electronic data warehouse (EDW) elements (SOF #00030044.0).
 - t. Exhibit S - Consulting services to assist in the implementation of the Lawson Inventory Control module (SOF#00030186.0) _____
3. Amend Exhibit A, Section 5 to include the following at the end thereof:
 - 5.6 The Contractor shall provide functional consulting services for the Department of Administrative Services Surplus Distribution Section as required under Exhibit Q hereto, at the prices set forth therein.
 - 5.7 The Contractor shall provide consulting services and associated mapping document for data element specifications/mapping of NHFIRST in scope data elements Health and Human Services and Dept of Information Technology electronic data warehouse (EDW) elements as required under Exhibit R hereto, at the prices set forth therein.

5.8 The Contractor shall provide consulting services to assist in the implementation of the Lawson Inventory Control module as required under Exhibit S hereto, at the prices set forth therein.

4. Amend Exhibit B, Section 1.1 to include the following at the end thereof:

The price and payment terms of this Exhibit B do not apply to Exhibits Q, R, and S, or any Exhibit added to the Agreement after the date of this Amendment. The terms of Exhibits Q, R, S, and any subsequent Exhibit will govern the price and payment terms for the Services set forth on those Exhibits.

5. All other provisions of the Agreement, approved by Governor and Council on August 10, 2011, shall remain in full force and effect.

6. Amend the contract by appending the attached Exhibits, Q, R, and S.

Infor (US), Inc.

STATE OF NEW HAMPSHIRE

By: Patricia Elias
Patricia Elias
(Print Name)

By: Linda M. Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Associate General Counsel

Title: Commissioner
Department of Administrative Services

Date: Sept 13, 2012

Date: 9/13/12

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 12th day of September, 2012.
There appeared before me, the state and county
foresaid a person who satisfactorily identified
himself as

By: Rosemary Wiant
Rosemary Wiant
(Print Name)

Patricia Elias

Title: Assistant Attorney General

Date: 9-12-12

And acknowledge that he executed this
document indicated above.

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

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

SEP 19 2012

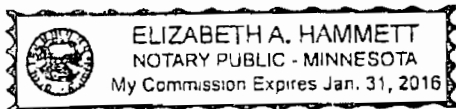
Elizabeth A. Hammett
(Notary Public/Justice of the Peace)

Signed: [Signature]

DEPUTY SECRETARY OF STATE
(Print Name)

My commission expires:
January 31, 2016
(Date)

Title: _____



Change Order Form

Change Order Form

This Services Change Order Form ("Change Order") modifies the Statement of Work ("SOW") identified below that was entered into between the Lawson Group company named below or its predecessor ("Lawson") and the customer identified below (the "Customer") (collectively "the Parties"). Capitalized terms not otherwise defined in this Change Order have the same respective meanings as contained in the SOW. The rates listed below are only applicable for the Services provided in connection with this Change Order. This Change Order is effective as of the latest date signed below after all Parties have signed ("Effective Date").

Project Management Use

Customer Name:	State of New Hampshire		
SOW / Project Name:	2012-008 Signed by Customer: State of New Hampshire - Dated: 8/10/2011		
Requestor Name:	Mark Fairbank		
Request Initiated Date:	3/29/2012	Request Response Date:	4/8/2012
Change Order No.:	00026097.0 /O-1204-139714		

Customer Change Request

Change Request Description:	
Reason for change	To ensure both methods of requesting leave in NH FIRST (via the Absence/Leave Request online form and via the online Timecard) are in synch and to help the State fully replace the use of the paper Leave Request form
Alternative solution(s)	None

Scope of Agreed Services to be Provided

Scope of Agreed Services:
Item #1 - Absence request Employee Certification (Billable work - 12 hrs @ \$275/hr) Add a Check box on Absence Request specific to Sick Leave requests with the message below: *Please click to certify that you were incapacitated or for reasons specified within the provisions of sick leave benefits and unable to attend to your official duties for the time indicated*.

Change Impact

Review Priority:	
Impact to Project timeline: No	Increase in Estimated Project Budget: Yes
Estimated increase/decrease to the Project Schedule duration in number of work days:	Estimated Project Budget change: 3,348.00 (excluding expenses)
New estimated Project completion date:	Total value of Change Orders (% of Estimated Project Budget): 3,348

Likely Project risks from this Change Order:
None

LAWSON

Services and Rates. For a period of 12 months from the Effective Date, Lawson agrees to provide the Services described in this COF on a time and materials basis at the Service Rates listed below. After such period, Lawson's standard list price will apply. All Services fees are exclusive of applicable VAT or other taxes. Lawson will invoice its Services, and any expenses, bi-weekly or more and Customer shall pay Lawson the Services Fees, set forth herein, plus applicable VAT or other taxes, within Net 30 days after the date of invoice.

Lawson Role	Number of Hours	Hourly Service Rate	Estimated Total Price
Third Party	12.00	279.00	3,348.00
		USD	3,348.00

Actual total Services fees may vary from the Estimated Total Services Fees listed above depending on the actual number of Service days or Service hours rendered.

Unless stated otherwise in this COF, all Service fee estimates include all expenses and travel time. For Lawson training, the Customer is required to pay its own travel and living expenses when attending training remotely, or to provide suitable training facilities for on-site training. Where this COF names specific Lawson resources, Lawson reserves the right to reassign personnel if reassignment does not materially impede the performance or schedule of Services.

For State of New Hampshire	For State of New Hampshire	For State of New Hampshire
<i>Charles Russell</i> (Authorized Signature)	<i>[Signature]</i> (Authorized Signature)	<i>[Signature]</i> (Authorized Signature)
Charles Russell (Printed Name)	Mark Fairbank (Printed Name)	Rudolph Oden (Printed Name)
Financial Data Manager (Title)	Program Manager (Title)	Contract Manager (Title)
4/20/2012 (Date)	4 19 2012 (Date)	4/20/2012 (Date)

For State of New Hampshire

[Signature]
(Authorized Signature)

Linda M. Hoxford
(Printed Name)

Commissioner - Department of Administrative Services
(Title)

4/20/12
(Date)

For Lawson Software, Inc. (as successor to Lawson Software Analytics, Inc.)

[Signature]
(Authorized Signature)

Associate General Counsel
(Printed Name)

(Title)

May 1, 2012
(Date)

Return the Change Order to the Customer.

- As Pdf in an e-mail address
- Per mail address
- Not required

Exhibit R

Services Order Form

Services Order Form

This Services Order Form (SOF) describes the Services that have been agreed between Infor (US), Inc. (formerly Lawson Software, Inc.) (Infor) and the customer identified below (the Customer) (collectively the Parties). The rates listed below are only applicable for the Services provided in connection with this SOF. Unless specified otherwise, any Services supplied in relation to this SOF will be governed by the terms and conditions of the Agreement signed by Customer: **State of New Hampshire** Dated: **8/10/2011** (Agreement). Capitalized terms not otherwise defined in this SOF have the same respective meanings as contained in the Agreement.

Project Management Use

Customer Name:	State of New Hampshire
Customer ID:	6232
SOF No :	00030044.0 / O-1208-162579
Customer Contact:	Sid Russell
Infor Contact	Jim Jensen

Scope of Agreed Services to be Provided

<p>Scope of Agreed Services:</p> <p>Consulting services and associated mapping document for data element specifications/mapping of NHFIRST in scope data elements (identified below) to Health and Human Services electronic data warehouse (EDW) elements.</p> <p>Work to start the week of 09/24/12 and estimated to be completed by 11/09/12.</p> <p>Assumption:</p> <ul style="list-style-type: none"> • Infor consultants and Project Management will have ready access to State Of New Hampshire Financial Data Management and IT resources within Health and Human Services for duration of the engagement <p>Data elements to include: Description of Deliverables:</p> <ul style="list-style-type: none"> • Provide 8 days of onsite consulting assistance to confirm the need and mapping of the 93 required data items provided. • Post onsite visits - Provide up to 70 hours of remote follow-up consulting assistance to confirm deliverable requirements and deliverable approval • Mapping document as output from onsite visit/consultation with FDM and HHS. • Any data elements outside the defined 93 will be considered out of scope and managed via project change control. <p>Dependencies and Prerequisites:</p> <p>None</p> <p>Resources:</p> <p>Customer will work with Infor Project Manager to schedule and confirm the resource(s).</p>

Data Elements Include:

OBJ	COLUMN NAME	DATA TYPE	Sample data
TABLE	ACTIVITY_CD	CHAR	4800, 9000, 9400
TABLE	ACTIVITY_CD	CHAR	9500, 9000, 9510
TABLE	AGENCY_CD	CHAR	095, 090, 045, 041

TABLE	AGENCY_CD	CHAR	092, 091, 040
TABLE	AGENCY_CD	CHAR	
TABLE	ANNUAL_AMT	NUMBER	
TABLE	BI_WEEKLY_AMT	NUMBER	
TABLE	CONTRACT_PAY_AMT	NUMBER	
TABLE	CRFATF_DT	DATE	
TABLE	CREATE_DT	DATE	
TABLE	EFFECTIVE_DT	DATE	
TABLE	EFFECTIVE_DT	DATE	
TABLE	EFFECTIVE_DT	DATE	
TABLE	EFFECTIVE_DT	DATE	
TABLE	EMPLOYEE_CLASS_CD	CHAR	010, 012, 050
TABLE	EMPLOYEE_JOB_NUMBER_CD	VARCHAR2	90080009, 41122506, 90067000
TABLE	EMPLOYEE_LABOR_GRADE_CD	VARCHAR2	
TABLE	EMPLOYEE_NM	VARCHAR2	
TABLE	EMPLOYEE_ORGANIZATION_CD	CHAR	5815, 5362, 8410
TABLE	EMPLOYEE_TITLE_CD	VARCHAR2	
TABLE	EMPLOYEE_TITLE_DESC	VARCHAR2	SENIOR HEALTH POLICY ANALYST
TABLE	EVENT_DT	DATE	
TABLE	EVENT_DT	DATE	
TABLE	EVENT_TYPE_CD	VARCHAR2	
TABLE	EXPIRATION_DT	DATE	
TABLE	EXPIRATION_DT	DATE	
TABLE	EXPIRATION_DT	DATE	
TABLE	EXPIRATION_DT	DATE	
TABLE	FINANCIAL_ORGANIZATION_CD	CHAR	5691, 5676, 6128
TABLE	FINANCIAL_ORGANIZATION_CD	CHAR	5691, 5801, 5000, 9250
TABLE	FINANCIAL_ORGANIZATION_CD	CHAR	5804, 7164, 8410
TABLE	FIRST_NM	VARCHAR2	
TABLE	FIRST_NM	VARCHAR2	
TABLE	FIRST_NM	VARCHAR2	
TABLE	FIRST_NM	VARCHAR2	
TABLE	FISCAL_MONTH	NUMBER	
TABLE	FISCAL_YEAR	NUMBER	
TABLE	FUND_CD	CHAR	010, 025
TABLE	HOURLY_AMT	NUMBER	
TABLE	INCREMENT_DT	DATE	
TABLE	INTERNAL_EMPLOYEE_ID	NUMBER	2029, 52648, 52639
TABLE	INTERNAL_EMPLOYEE_ID	NUMBER	2029, 52648, 52639
TABLE	INTERNAL_EMPLOYEE_ID	NUMBER	
TABLE	INTERNAL_POSITION_ID	NUMBER	4506, 10926, 4664
TABLE	INTERNAL_POSITION_ID	NUMBER	4506, 10926, 4664
TABLE	INTERNAL_POSITION_ID	NUMBER	2341, 2388, 4989
TABLE	INTERNAL_POSITION_ID	NUMBER	
TABLE	INTERNAL_POSITION_ID	NUMBER	
TABLE	JOB_NUMBER_CD	VARCHAR2	95600110, 45001000, 40012000

TABLE	JOB_NUMBER_CD	VARCHAR2	94031100, 95200009, 90002000
TABLE	JOB_STEP_CD	VARCHAR2	03, CV, 04, 05
TABLE	JOB_STEP_CD	VARCHAR2	
TABLE	LABOR_GRADE_CD	VARCHAR2	05, 08, 18, 28
TABLE	LABOR_GRADE_CD	VARCHAR2	EE, 21, 28, PP
TABLE	LABOR_GRADE_CD	VARCHAR2	
TABLE	LAST_NM	VARCHAR2	
TABLE	LAST_NM	VARCHAR2	
TABLE	LAST_NM	VARCHAR2	
TABLE	LAST_NM	VARCHAR2	
TABLE	LAST_PERSONNEL_ACTION_CD	VARCHAR2	AGYSC, REORG, PPSD, INCRM
TABLE	LEAVE_BALANCE_HOURS	NUMBER	
TABLE	LEAVE_CATEGORY_CD	VARCHAR2	
TABLE	LEAVE_TIME_HOURS	NUMBER	
TABLE	OBJECT_CD	CHAR	0100, 0106, 0604
TABLE	OBJECT_CLASS_CD	CHAR	010, 050, 059
TABLE	OBJECT_CLASS_CD	CHAR	060, 010, 018, 050
TABLE	OBJECT_CLASS_CD	CHAR	010, 059
TABLE	PAY_TYPE_CD	VARCHAR2	EMDCR, REGLR, EFICA, WKEND
TABLE	PAY_TYPE_CD	VARCHAR2	
TABLE	PAYROLL_NUMBER_CD	VARCHAR2	
TABLE	POSITION_ACTION_CD	VARCHAR2	AUTH, ABOL, NEW, TRNSF
TABLE	POSITION_JOB_NUMBER_CD	VARCHAR2	
TABLE	POSITION_NBR	VARCHAR2	30239, 16966, 12424, 12398
TABLE	POSITION_NBR	CHAR	15689, 15719, 15722
TABLE	POSITION_NBR	VARCHAR2	16615, 9U414, 9U379, 18257
TABLE	PROBATION_END_DT	DATE	
TABLE	PROBATION_START_DT	DATE	
TABLE	RECRUITING_STATUS_CD	VARCHAR2	
TABLE	RECRUITING_STATUS_CD	VARCHAR2	
TABLE	REPORTS_TO_AGENCY_CD	CHAR	
TABLE	REPORTS_TO_POSITION_ID	VARCHAR2	
TABLE	SENIORITY_DT	DATE	
TABLE	SHIFT_CD	VARCHAR2	1, 2, 3, N1, N3
TABLE	STEP_CD	VARCHAR2	
TABLE	TITLE_DESC	VARCHAR2	PROGRAM SPECIALIST IV
TABLE	TITLE_DESC	VARCHAR2	BUSINESS SYSTEMS ANALYST I
TABLE	TOTAL_COMP_HOURS_QTY	NUMBER	
TABLE	TOTAL_LEAVE_HOURS_QTY	NUMBER	
TABLE	TOTAL_OVERTIME_HOURS_QTY	NUMBER	
TABLE	VACANT_DT	DATE	
TABLE	VACANT_QTY	NUMBER	
TABLE	WORK_LOCATION_CD	VARCHAR2	9000, 9500, 450006, 4500
TABLE	WORK_LOCATION_CD	VARCHAR2	9400AU, 9400PP, 9100

Services, Rates and Payment. For a period of 12 months from the Effective Date. Infor agrees to provide the Services described in this SOF on a fixed fee basis at the Fixed Price listed below. After such period, and outside the

scope of the agreed Fixed Price, all Services will be on a time and materials basis at Infor's standard list price. All Services fees are exclusive of applicable VAT or other taxes. Customer shall pay Infor the Fixed Price, set forth herein, plus applicable VAT or other taxes, within 30 days after the date of invoice. Customer acknowledges and agrees that any delays or changes caused by Customer or Customer's other contractors or suppliers may cause an increase in the amount of any Fixed Price.

Infor Role	Role Description	Fixed Price
Fixed Fee	Fixed Fee Project	36,584.00
	USD	36,584.00

Unless stated otherwise in this SOF, all Service fees include all expenses and travel time. For Infor training, the Customer is required to pay its own travel and living expenses when attending training remotely, or to provide suitable training facilities for on-site training. Where this SOF names specific Infor resources, Infor reserves the right to reassign personnel if reassignment does not materially impede the performance or schedule of Services.

Return the SOF to the Customer:

- As Pdf in an e-mail, address
- Per mail, address:
- Not required

Exhibit S

Services Order Form

Services Order Form

This Services Order Form (SOF) describes the Services that have been agreed between Infor (US), Inc. (formerly Lawson Software, Inc.) (Infor) and the customer identified below (the Customer) (collectively the Parties). The rates listed below are only applicable for the Services provided in connection with this SOF. Unless specified otherwise, any Services supplied in relation to this SOF will be governed by the terms and conditions of the Agreement signed by Customer, State of New Hampshire Dated: 8/10/2011 (Agreement). Capitalized terms not otherwise defined in this SOF have the same respective meanings as contained in the Agreement.

Project Management Use

Customer Name:	State of New Hampshire
Customer ID:	6232
SOF No .	00030186.0 / O-1204-139989
Customer Contact:	Amy O'Hara
Infor Contact	Jim Jensen

Scope of Agreed Services to be Provided

Scope of Agreed Services:

The Business Consultant will:

- Identify and recommend system setup alternatives and advantages using application enabled best practices
- Assist the State in adding parameters to the system per the agreed upon application design
- Recommend business procedures to utilize the efficiency of the application and functional use of the product
- Help identify and prioritize State business process changes needed and appropriate action plans.
- Recommend processing, reports and other areas of decision support establishment
- Recommend conversion approaches, assist in data mapping and conversion verification
- Provide production support at go-live and post-live, as appropriate.
- May be utilized to manage and control the training during the implementation.

The Technical Consultants through the course of the implementation will:

- Provide development tools consulting
- Recommend data access techniques
- Help identify and prioritize technology process changes needed and appropriate action plans.
- A remote Technical Project Manager will oversee remote Technical Consultant work.

The Project Lead will:

- Schedule the Project consulting and training activities
- Provide regular status reports to the State
- Develop, jointly with the State Project Manager, the initial implementation plan
- Help ensure team understanding of objectives and methodology
- Provide strategy recommendations for conversions and interfaces
- Assign and manage Infor consulting resources
- Serve as the escalation contact at Infor
- Participate in Project status meetings
- Report on issues and concerns affecting the Project
- Identify and help resolve issues
- Identify and allocate appropriate resources
- Schedule, prioritize and integrate change management activities into the project plan.

Assumptions:

- The State already has the Lawson Inventory Control module licensed but not implemented
- The Inventory Control implementation project will last approximately 3 months. The scope of the implementation is only

for the State's Federal Surplus Management department as relates to the USDA Commodity Food Program and does not include any other State departments or functions.

- The existing configuration in the State's Infor Supply Chain Management applications will not be changed during this project.
- Orders will not be entered directly into Infor at this time, therefore the State will not need to license Infor Order Entry. Orders will be entered into the USDA's WBSCM system and electronically transmitted to the State's Infor system. If in the future the State wants to enable order entry into Infor either centrally or at the individual school level Infor will provide an estimate for that additional scope of work
- The State's project sponsorship and an appropriately staffed project team are in place with clear ownership and empowerment to make decisions.
- The State's personnel assigned to the project will be thoroughly knowledgeable about the current business practices in their respective areas, capable of performing their assigned project roles, available to dedicate the required time to the project, and will make project related decisions in a timely manner.
- The State will assign a project manager to be responsible for the oversight and control of their portion of the project and the oversight of their project team and will provide the primary project management for the implementation. Infor will provide supplemental project management.
- The State will assign the appropriate resources to be responsible for their portions of the project, including developing and executing the change management and end user training plans, including the development and delivery of end user training as required
- The State's IT resources will be available as required to support the required development activities (interfaces, reports, workflows, data conversion, etc.) and system administration activities. No specific, defined development deliverables have been included in the estimate. Infor has included 80 hours of on site technical consulting and 200 hours of remote technical consulting and associated remote project management in the estimate to assist with the development of the required interfaces between Infor Inventory Control and the USDA WBSCM site. This is for budgetary purposes only. Further discovery and definition of requirements is necessary to develop a fixed fee for these interfaces.
- The State will implement standard Infor Inventory Control functionality. No customizations are required.
- The State has documentation on the "as is" and desired "to be" states of the business processes and practices to be impacted by the implementation available for use in the project. Such documentation is not included in the scope of this project

Description of Deliverables:

Initial Project Plan – delivered by Infor, managed by Customer Project Manager
 Weekly Project Status Reports
 Interface requirements document
 Interface design document
 Conversion data mapping document
 Process change recommendation document

Dependencies and Prerequisites:

None

Resources:

Customer will work with Infor Project Manager to schedule resources.

Milestone Payments:

Milestone	Milestone %	Amount
Initiation /Project Team Learning	15.00%	\$30,375.50
Prototype Complete	30.00%	\$66,075.00
System test Complete	25.00%	\$55,062.00
Production Readiness	15.00%	\$30,375.50
Production Support	15.00%	\$30,375.50
Total		\$220,250.00

Services, Rates and Payment. For a period of 12 months from the Effective Date, Infor agrees to provide the Services described in this SOF on a fixed fee basis at the Fixed Price listed below. After such period, and outside the scope of the agreed Fixed Price, all Services will be on a time and materials basis at Infor's standard list price. All Services fees are exclusive of applicable VAT or other taxes. Customer shall pay Infor the Fixed Price, set forth herein, plus applicable VAT or other taxes, within 30 days after the date of invoice. Customer acknowledges and agrees that any delays or changes caused by Customer or Customer's other contractors or suppliers may cause an increase in the amount of any Fixed Price.

Infor Role	Fixed Price
Fixed Fee	\$220,250.00
	USD \$220,250.00
Unless stated otherwise in this SOF, all Service fee estimates exclude all expenses and travel time. For Infor training, the Customer is required to pay its own travel and living expenses when attending training remotely, or to provide suitable training facilities for on-site training. Where this SOF names specific Infor resources, Infor reserves the right to reassign personnel if reassignment does not materially impede the performance or schedule of Services.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2012

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

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

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE Suite 800 Atlanta GA 30305-2886 INSURED Lawson Software, Inc and their Subsidiaries c/o Infor Global Suite 4100 13560 Morris Road Alpharetta GA 30004	CONTACT NAME: Leona Speir PHONE (A.C. No., Ext): 404-923-3638 FAX (A.C. No.): 877-362-9069 E-MAIL ADDRESS: leona.speir@wellsfargo.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Federal Insurance Company 20281 INSURER B: Chubb Indemnity Insurance Co 12777 INSURER C: Lloyd's of London INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 4836811** **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Broad Form Property Damage X Blanket Contract GEN'L AGGREGATE LIMIT APPLIES PER POLICY		35851844	3/01/2012	11/30/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS	73543744 Hired Car Physical Damage-ACV	3/01/2012	11/30/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB EXCESS LIAB DEC X RETENTIONS	X OCCUR CLAIMS-MADE	79839130	3/01/2012	11/30/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71718041-All other states 0971725758- Hawaii & Idaho	4/01/2012	11/30/2012	X WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Prof Liab Claims Made/Each Claim		W101F5100601	4/01/2012	11/30/2012	2,000,000 1,000,000 DED

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

State of New Hampshire is named as Additional Insured as respect General Liability in accordance with the terms and conditions of the above policy.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Grand...

Delaware

PAGE 1

The First State

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

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


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

3978744 8100

120763320

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9660872

DATE: 06-21-12

Delaware

PAGE 1

The First State

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

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

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

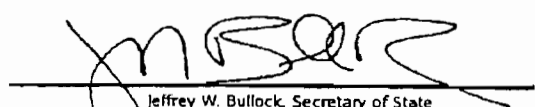
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3978744 8100M

111335237

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



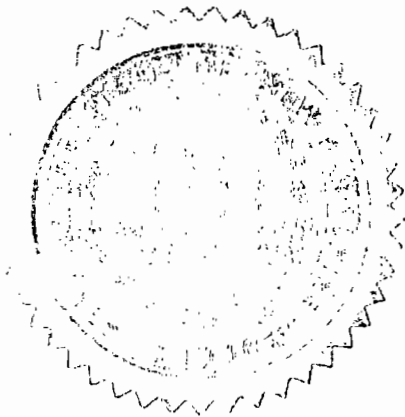

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9260261

DATE: 12-28-11

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 Lawson Software Americas, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 20, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of September, A.D. 2012

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

William M. Gardner
Secretary of State



State of New Hampshire

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

11 E Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

August 3, 2011

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

AUG 10 2011

4-1

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Lawson Software Americas, Inc. of St. Paul, Minnesota, Vendor Number (175600R001), for the implementation services required to implement Enterprise Resource Planning ("ERP") Phase II modules including but not limited to Human Resources, Payroll, Strategic Sourcing and Asset Management. The term of this contract is for a period effective upon Governor and Council approval through March 31, 2013 at a cost not to exceed \$3,877,000. **(90% Capital General Funds, 10% Capital Highway Funds)**

Funding for this contract is available in the following accounts, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

01-14-14-140030-8693—ERP II Highway Funds

034-500099 Major IT System	<u>FY 2012</u>	<u>FY2013</u>
	\$285,899	\$112,288

01-14-14-142030-1761 - ERP Phase II

034-500099 Major IT System	<u>FY2012</u>	<u>FY2013</u>
	\$1,417,202	N/A

01-14-14-142030-0942 - ERP Phase II HR

034-500099 Major IT System	<u>FY2012</u>	<u>FY2013</u>
	\$1,082,403	\$979,208

Totals	<u>FY2012</u>	<u>FY2013</u>
	\$2,785,504	\$1,091,496

Contract Total \$3,877,000

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

EXPLANATION

The current state budget requires the Department to analyze, plan and execute a program of consolidation that would enable the State to achieve efficiencies through consolidation of administrative functions and process streamlining. More specifically, HB2 directs the Department to develop and execute a plan to achieve savings of \$3,100,000 over the next biennium by consolidating and reducing the resources necessary for agencies to process back-office financial transactions, process payroll, and administer and deliver human resource functions.

While some near-term efficiency will be achieved by streamlining the processes in place today, the overall efficiency standards passed in HB2 cannot be attained without the implementation of an ERP system supporting modules related Human Resources, Payroll, Strategic Sourcing and Asset Management.

In terms of background, the Lawson ERP software purchased by the State of New Hampshire in 2006 comprises multiple systems, each containing a discrete set of business processes for a specific function e.g. Accounts Payable, Procurement, Accounts Receivable, Payroll, Human Resources/Personnel, Human Resources/Benefits. The ERP modules implemented to date have involved the state budgeting, accounting and agency-based financial processing.

In short, the State presently owns more components of the ERP software than it is operating. In order to leverage the original investment in the ERP, and, more importantly, to meet the efficiency standards set forth in HB2, it is essential to implement the ERP Phase II modules cited above. This need is recognized by the capital appropriations recently passed in the 2011 HB 25 Capital Budget to implement the HR, payroll, strategic sourcing and asset management components of the ERP system.

As a result of the above appropriation, the Department issued a Request for Proposal ("RFP") for ERP Phase II Implementation Consulting Services on May 10, 2011. Public notice was provided through the Union Leader, and the proposal was posted on the Bureau of Purchase and Property website. On June 3, 2011, proposals were received from Lawson Software, Inc., Velocity Inc., and Globalstar LLC. Globalstar LLC's submission was deemed non-compliant. Therefore, of the three proposals submitted, two were evaluated.

The scoring was based upon the areas of: Financial (40%), Technical Qualifications and Expertise(20%), Experience in performing similar projects (30%), and Quality and Conciseness of Proposal (10%). Based on the foregoing, the proposal submitted by Lawson received the highest ranking score and was accepted by unanimous vote by the evaluation members. The evaluation team consisted of the following members: Edgar Carter (State Comptroller & Director, Division of Accounting Services), Michael Connor (Director, Plant & Property Management), Karen Hutchins (Director, Division of Personnel), Charles Russell (Financial Data Manager, Department of Administrative Services, Financial Data Management), Gregory Levesque (Assistant Payroll Manager, Department of Administrative Services), Bill Rogers (CIO/Commissioner Department of Information Technology), Wendy Pouliot (Director of Operations, Department of Information Technology), Mark Fairbank (Office of the Commissioner), and Melanie Carraher (Purchasing Agent, Plant & Property Management). The evaluation scoring sheet is attached.

The Lawson Human Resource and Payroll components are highly valuable technology needed to improve efficiency and enable the State to decommission GHRS, its present HR-payroll system. GHRS has been in service for 20 years and requires redundant operating costs because it is not integrated on

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

the ERP platform. Furthermore, the GHR system has become obsolete and virtually unsustainable because the State has customized it to the point that the system provider can no longer support it in a cost effective manner.

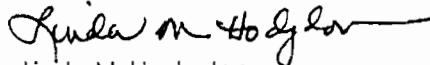
Relative to the need for the RFP, the technical services needed to design and build the ERP Human Resource and Payroll system represent an investment in technical expertise not presently held by State resources. In order to accurately configure the software and take fullest advantage of the technology, the State needs the assistance of experts who specialize in the technology.

The Department expects the immediate benefits to be realized by this implementation to include the costs avoided by decommissioning the GHR system and the need to maintain separate hardware to run it as well as by terminating the contract for support with the system provider. Benefits in the year following the planned January 2013 implementation include the costs avoided by discontinuing the contract for third-party employee and retiree health benefits enrollment and administration, as the State will implement health benefits enrollment utilizing the then newly implemented ERP.

Lastly, current biennium savings and long term benefits include efficiencies gained by the reduced demand for resources in processing payroll, employee time cards, paid leave administration and other data processing functions.

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

Respectfully submitted,



Linda M. Hodgdon
Commissioner

RF 2012-008 ERF Phase II Implementation Consulting Services Weighted Scores

1-Jul-11

Category	Weight	Personnel Professional Fees	Velocity	Eligibility
Financial (Fees and Compensation)	40%	12.50%	41.00%	N/A
Qualitative Factors: Subject Matter & Technical Qualifications (20%); Experience in Delivering the Specified Services (30%); and Quality and Consistency of Proposal Responses (10%)	60%	57.16%	18.64%	N/A
Total Score	100%	69.66%	59.64%	N/A
Total Rank			2	N/A

* Proposal non-compliant

CONTRACT AGREEMENT

P-37

Subject: Agreement for ERP Implementation Consulting Services

AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Lawson Software Americas, Inc.		1.4 Contractor Address 380 Saint Peter Street	
1.5 Contractor Phone Number 651-767-7000	1.6 Account Number 030-44-8693 -1761 -0742	1.7 Completion Date March 31, 2013	1.8 Price Limitation \$3,877,000.00
1.9 Contracting Officer for State Agency <i>NW Wright</i>		1.10 State Agency Telephone Number 603-271-3290 (230)	
1.11 Contractor Signature <i>Patricia Elias</i>		1.12 Name and Title of Contractor Signatory Patricia Elias, Associate General Counsel	
1.13 Acknowledgement: State of Minnesota, County of Ramsey On August 1, 2011, 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]		Elizabeth A. Hammett	
1.13.2 Name and Title of Notary or Justice of the Peace ELIZABETH A. HAMMETT, ADMINISTRATIVE ASSISTANT			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
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) By: <i>Rosemary W. Grant</i> On: 8-3-11			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

A.E.
8/1/2011

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

P. C. C.
8/17/2011

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

13. INDEMNIFICATION. 13.1 General. The Contractor shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based upon or resulting from, arising out of or relating to personal injury, bodily injury or death of any person or damage to real and/or tangible property (excluding software, data or documentation) on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts and/or omissions of the Contractor, its personnel and agents during the course of performance of the Contract.

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

13.3 State's Sovereign Immunity. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

P. G.
8/1/2011

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

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

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

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

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

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

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

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

P.4
8/1/2011

State of New Hampshire
 Department of Administrative Services
 ERP Phase II Implementation Consulting Services
 Contract 2012-008
 Exhibit A Contract Statement of Work (SOW)

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*P.E.
8/1/2011*

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ACE
8/1/2011

State of New Hampshire
Department of Administrative Services
ERP Phase II Implementation Consulting Services
Contract 2012-008
Exhibit A Contract Statement of Work (SOW)

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

RECITALS

The State issued Request for Proposal 2012-008 dated May 10, 2011 to procure implementation services for analysis, project planning and management, configuration, development, testing, training, operational and procedural documentation, and guidance for the conversion to the Lawson ERP system (NH FIRST) for the functions of human resources, payroll, procurement-strategic sourcing, and asset management to be used by agencies statewide;

The Contractor submitted a Proposal in response to RFP 2012-008; and

The State desires to have the Contractor provide the specified services;

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

1. CONTRACT

1.1 Contract Documents

This Contract consists of the following Contract Documents:

- a. Contract Form P-37
- b. Exhibit A Statement of Work
- c. Exhibit B Pricing, Payment Schedule and Contract Deliverables,
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Services
- g. Exhibit F Testing Services
- h. Exhibit G Work Plan
- i. Exhibit H Warranty and Warranty Services
- j. Exhibit I Training Services
- k. Exhibit J Project Hosting Services
- l. Exhibit K DAS RFP 2012-008 with Addendums 1 through 2
- m. Exhibit L Contractor Proposal to DAS RFP 2012-008, dated June 3, 2011 which is incorporated herein by reference
- n. Exhibit M Contractor Certificate of Vote
- o. Exhibit N Contractor Certificate of Authority
- p. Exhibit O Contractor Certificate of Insurance
- q. Exhibit P Contractor Certificate of Good Standing

*P. G.
8/1/11*

**State of New Hampshire
Department of Administrative Services
ERP Phase II Implementation Consulting Services
Contract 2012-008
Exhibit A Contract Statement of Work (SOW)**

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. Contract Form P-37 and its Corresponding Exhibits and Attachments; then
- b. DAS RFP 2012-008 Implementation Consulting Services, dated May 10, 2011, with Addendums 1-2.

The scope and pricing for the project are defined and agreed to in the P-37 Contract document and the attached Exhibits, excluding Exhibit M which is Lawson's original response to the State's RFP 2012-008. Exhibit M is for reference purposes only as the State and Lawson have agreed to material changes in the scope, assumptions, and pricing since the submission of the RFP response.

1.3 Non-Exclusive Contract

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

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

2. CONTRACT TERM

2.1 Term

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

2.1.2 The Term of the Contract shall begin upon approval by Governor and Executive Council approval and end on March 31, 2013.

2.1.3 The Contractor shall be fully prepared to commence work upon receipt of a Notice to Proceed, and shall implement the following functionality as required under the Contract:

- a) Enable the State to utilize the following Lawson ERP modules as further described in Exhibit A:
 - Lawson Strategic Sourcing (SS)
 - Lawson Asset Management (AM)
 - Lawson Human Resources Package (HR)
 - Lawson Personnel System (PS)
 - Lawson Talent Management: Global Human Resources & Talent Acquisition (LTM)
 - Lawson Benefits System (BS)
 - Lawson Absence Management (AB)
 - Lawson Payroll North America (PR)

*P.C.
8/1/2011*

State of New Hampshire
Department of Administrative Services
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- BSI Tax Factory (TF)
- Lawson Time and Expense (TE) (Expense functionality not in Project scope, only Time)
- Employee/Manager Self Service (EMSS)
- Lawson Business Intelligence (as it applies to the modules above) (LBI)
- ProcessFlow Integrator (as it applies to the modules above) (PFI):

b) The Contractor must implement this functionality to all participating Agencies according to the dates set forth in Exhibit B and Exhibit G, unless amended and agreed to in writing. Contractor will only be implementing the Time functionality of Lawson Time & Expense to 3 or 4 designated State agencies. The State will implement in all other participating agencies based on an overall design provided by the Contractor.

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

2.1.5 Time is of the essence in meeting the aforementioned deadlines.

3. COMPENSATION AND CONTRACT PRICE

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

4. CONTRACT MANAGEMENT

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

4.1 Contractor's Contract Manager

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

Paul Davis

P. G.
8/1/2011

**State of New Hampshire
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or designated successor.

4.2 Contractor Project Manager

4.2.1 Contractor Project Manager

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

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

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

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

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

4.2.5 Contractor's Project Manager is:

William Sulkanen

Bill.Sulkanen@us.lawson.com

Cell 989-928-0488

or designated successor.

*See
Bill/11*

**State of New Hampshire
Department of Administrative Services
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4.3 Contractor Key Project Staff

4.3.1 Contractor Key Project Staff

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

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

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

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

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

Table 4.3-1: Contractor Key Project Staff

<u>Name</u>	<u>Title</u>
William Sulkanen	Project Manager
Charlene Devoe	Senior HRM Consultant
Bethany Holland	Senior HRM Consultant
Lou Pereira	Principal T&E Consultant
Richard Easterbrooks	Senior T&E Consultant
Mary Talcherkar	Principal T&E Consultant
Peter Henry	Principal T&E Consultant

The individuals listed above are the same professionals presented to the State on June 15, 2011 and remain assigned to the State's project. Additional project staffing for HRM, Strategic Sourcing, and Asset Management will be determined in conjunction with the State once the project plan is finalized.

*A. G.
8/1/11*

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4.4 State Contract Manager

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

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

or designated successor.

4.5 State Project Manager

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

- a. Leading the Project;
- b. Engaging and managing all contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders; and
- g. Managing/communicating items of concerns raised by State personnel.

The State Project Manager is:

Mark Fairbank

or designated successor.

4.6 State Meetings and Reports

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

A. Cee
8/1/11

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

4.7 Project Workspace and Office Equipment

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

- a. Workstations for the Contractor's team (not to exceed 15);
- b. Furnishings (cubicles) and telephones for workstations (for State of New Hampshire phone numbers only);
- c. Meeting facilities sufficient to satisfy Project needs (the Contractor and State shall agree to these needs during the finalization of the Project Work Plan);
- d. A server to support sharing of information; and
- e. Shared office equipment, including file cabinets, printers and photocopiers.
- f. Contractor will have remote access to the State network and systems as necessary to support the activities within the Project plan.
- g. All Contractor and State Project team members will utilize a Lawson Project StepWise database provided by Lawson to register Project issues and store Project Deliverables.
- h. The State will provide appropriate office facilities to all full-time and part-time team members assigned to the Project team as may be required from time to time. This includes, but is not limited to, office space, work desks, networked computers, Microsoft Office productivity tools, team meeting rooms, networked printers, photocopier, telephones, whiteboards, internet, and VPN connection and other required resources in order to facilitate the effectiveness of the Project team.
- i. Contractor's personnel will have access to the office facilities at all times, as dictated by State's reasonable security restrictions.
- j. State will remain current on all available Maintenance throughout the duration of the Project.

4.8 Access/Cooperation

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

As applicable, and subject to the applicable laws and regulations and any agreements with third parties, the State shall provide the Contractor with access to program files, libraries, personal computer-based systems, software packages,

Handwritten:
A.
8/1/11

State of New Hampshire
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network systems, security systems, and hardware as required to complete the Contracted services.

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

4.9 State-Owned Documents and Data

The Contractor shall provide the State access to all documents, State Data, materials, and reports relating to the Contract. The State may own such documents, subject to Contractor's ownership and Intellectual Property Rights ("State Owned Documents"). Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State.

4.10 Records Retention and Access Requirements

4.10.1 The Contractor agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The Contractor's record retention policies with respect to this Contract shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with applicable State laws and regulations.

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

4.10.3 Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by state and federal personnel as authorized by law, rule, regulation or Contract, as applicable. During the Term of this Contract, access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period after termination of the Contract or the end of all litigation including all appeals, whichever is later. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

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

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4.11 Accounting Requirements

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

5. SERVICES

The Contractor shall provide the State with the provision of all Services, and Software configuration associated with the implementation services set forth in this contract and their associated business process impacts. These Services are further detailed in this Contract and its Exhibits, and include overall support and coordination, analyzing and defining business process improvements, configuring the Software, migrating from existing legacy systems, interfacing/integrating with Agency legacy systems, providing user training, testing, and System support services, and providing a Warranty support and services. The Contractor shall provide the Services as required under the Contract Documents and in accordance with the Schedule. All Services shall meet and perform in accordance with the Specifications.

5.1 Administrative Services

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

5.2 Implementation Services

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

5.3 Testing Services

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

5.4 Training Services

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

5.5 Hosting Services

The Contractor shall provide the State with Hosting Services as required under Exhibit J hereto.

6 CONTRACT DELIVERABLES

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

6.1 Deliverables and Services

6.1.1 The Contractor shall provide the State with the Services and Deliverables in accordance with this Contract, including but not limited to, Exhibits A, B, D, E, F, G, H, I and J. All Deliverables and Services (collectively referred to as "Deliverables" for purposes of Section 6.1) shall meet and perform in accordance with the Specifications as required under the Contract. Upon its submission of a Deliverable, the Contractor represents that it has

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performed its obligations under the Contract associated with the Deliverable.

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

6.2 Non-Software and Written Deliverables Review and Acceptance

6.2.1 Non-Software Deliverables

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

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

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

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

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State may, at its option, continue reviewing the Non-Software Deliverable and require the Contractor to continue until the Deficiencies are corrected. If the Contractor is unable to remedy the Deficiency during the allotted period of time, the State may declare the Contractor in default, pursuant to Section 11.3 herein, and pursue its remedies at law and in equity.

6.2.2 Written Deliverables

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

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

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

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

6.3 System/Software Testing and Acceptance

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

7. SOFTWARE

The Contractor shall be responsible for the overall ERP System configuration based on the State's specifications and approved definition of requirements pursuant to the Contract.

8. WARRANTY

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

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9. WORK PLAN DELIVERABLE

9.1 Work Plan Acceptance

The Contractor shall submit a Work Plan to the State within thirty (30) Business Days from the State's issuance of the Notice to Proceed which shall be subject to the written approval of the State. The approved Work Plan is the first Project Deliverable and is incorporated into the Contract by reference as if fully set forth herein. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, both the State and the Contractor resource hours, and the number of FTE (Full Time Equivalent) resource equivalents based upon both the State and the Contractor identified resources, the resources that would lead and/or participate on each task, and payment schedule. Resources, planned hours, and project schedule may be maintained in separate tools.

9.2 Work Plan Updates

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

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

9.3 Change Orders

A. The State may request changes or revisions in the scope of the Contract at any time by written Change Order. Within five (5) business days of the Contractor's receipt of the Change Order, the Contractor shall advise the State, in detail, of any impact to cost (e.g., increase or decrease) or Schedule.

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

The Contractor may request a change in the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. The State shall respond within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

B. Any delays or changes caused by State, State's employees, or State managed third party contractors, may require an extension in the estimated Project

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schedule, and/or modification to the base contract assumptions handled through the Change Order Process outlined above. The Contractor shall not be entitled to receive any compensation over and above the fixed price of the Contract unless otherwise agreed in a Change Order, and subject to Governor and Executive Council approval, as applicable. Including without limitation delays or changes due to the following: (a) a material change to or deficiency in the information which the State has supplied to Lawson; (b) a failure by the State or vendors to perform any of their respective responsibilities under this Contract; (c) an unanticipated event that materially changes the service needs or requirements of the State; (d) circumstances beyond the reasonable control of either Lawson or State, acts of God or other force majeure event; or (e) a change in law.

10. INTELLECTUAL PROPERTY

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

- A. For the purposes of this Section 10, the term "Deliverables" shall mean reports, documents, templates, studies, strategies, operating models, technical architectures, designware, software objects, software programs, source code, object code, specifications, documentation, abstracts and summaries thereof, and other work product and materials which are prepared for the State and delivered by the Contractor during the course of the Contractor's performance under the Contract.
- B. The State shall receive a perpetual, non-exclusive paid-up right to use, copy, modify and prepare derivative works of the Deliverables, subject to any restrictions of any third-party materials embodied in the Deliverables and that are previously disclosed to the State in the Contract.
- C. The State's rights in such Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with the Contractor.
- D. In no event shall the Contractor be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the Deliverables. In addition, the Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that it acquires or uses in the course of its performance under the Contract subject to any applicable restrictions imposed by third parties.

10.2 Copyright

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

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

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10.3 Survival

Section 10 shall survive the termination of the Contract.

11. GENERAL PROVISIONS

11.1 Regulatory/Government Approvals

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

11.2 Dispute Resolution

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

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

Table 11.2-1: Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Project Manager	State Project Manager (PM)	5 Business Days
First	LPS Practice Director	State Contract Manager	10 Business Days
Second	Vice President	State Project Sponsor (Commissioner)	15 Business Days

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

11.3 Termination for Default

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

11.3.2 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other

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

11.3.3 Events of Default

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

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

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

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

11.3.4.2 Subject to the limitations in this Section, and notwithstanding any other provision in the agreement to the contrary, procure Services that are the subject of the Contract from another source and the Contractor shall be liable for (1) the cost difference between the original Contract price for the Services and the expense of acquiring from another source, and (2) as applicable, all administrative costs directly related to the replacement of the Services, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs. Lawson will only be liable for such fees and costs as stated in this Section in an amount not to exceed fifty percent (50%) of the contract amount, all of which shall be subject to the limitation of liability set forth in this Contract;

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

11.3.5 Waiver of Event of Default

No failure by a party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any claim of default shall be deemed a waiver of the right of a party to enforce each and all of the

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provisions herein upon any further or other default by any or the other party.

11.4 Termination for Convenience

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

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

11.5 Termination for Conflict of Interest

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

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

11.6 Termination Procedure

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

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

- a. Promptly return any State owned equipment and partially completed Deliverables for which it has been paid (Custom Software, Written, or Non-software);
- b. Comply with the provisions of Section 4.9 herein;
- c. Stop work under this Contract on the date, and to the extent specified, in the notice;
- d. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the

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extent required, which approval or ratification shall be final for the purpose of this Section;

- e. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to this Contract which is in the possession of the Contractor and in which the State has an interest;
- f. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- g. Promptly return to the State its State Confidential Information and State Data; and
- h. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

11.7 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

11.8 Confidential Information

11.8.1 Confidentiality of State's Information

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form. All right, title, and interest in and to the State's Confidential Information shall remain with the State. Subject to applicable federal or state laws and regulations including without limitation RSA Chapter 91-A, State Confidential Information shall not include information which: (i) was disclosed to the Contractor on a non-confidential basis from a source other than the State, which the Contractor believes is not prohibited from disclosing such information as a result of an obligation in favor of the State; (ii) is developed by the Contractor independently of, or was known by the Contractor prior to, any disclosure of such information made by the State; or (iii) is disclosed with the written consent of the State. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction after it has provided the State with reasonable advance notice of such an order. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State's Confidential Information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's information, the Contractor

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shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.8.2 Contractor's Confidential Information

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

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

11.8.4 This Section 11.8 shall survive termination of the Contract.

11.9 Limitation of Liability

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

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

11.10 State's Sovereign Immunity

11.10.1 State's Immunity

Notwithstanding any provision of this Contract to the Contrary, nothing herein contained shall be deemed to constitute a waiver of the sovereign

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immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or the Contract.

11.11 Project Closing

The Project described in this Contract will be closed (the "Closing Date") upon completion of the earlier of the following conditions:

(1) the first Steering Committee meeting after the final go live date (the first date when all in-scope Lawson applications within all modules are available to process in production), which will be held within 45 days of the final go live date, provided that all of the following conditions are met in Section 1(a) – 1(c) below:

(A) Support, Delivery and the State have completed a meeting to introduce the State to the Lawson Global Support team and to the procedures required to access and receive maintenance services,

(B) There are no open Severity Category 1 or 2 issues (as defined in Exhibit H) assigned to Lawson, and

(C) The Final Acceptance criteria for all modules have been met, or

(2) If the Steering Committee does not meet within 45 days of the Final Go Live Date and the conditions in 1a, 1b and 1c above are met, the Project is deemed to be closed, unless both Parties agree in writing to extend the Closing Date, or

(3) If the conditions in 1a, 1b and 1c above are met and the project steering committee agrees in writing to deem the Project to be closed immediately.

11.12 Notice

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

TO THE CONTRACTOR:

Lawson Software, Inc.
Lawson Corporate Headquarters

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

TO STATE:

State of New Hampshire
Commissioner, Department of Administrative Services

25 Capitol Street, Room 120
Concord, NH 03301-6321
Tel: (603) 271-3201

11.13 Not a Joint Venture

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

11.14 Exhibits

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

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11.15 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. Moreover, the terms of the sections addressing Intellectual Property, Records Retention and Access Requirements, Accounting Requirements, Confidential Information, Indemnification, and Liability, shall survive the termination of the Contract.

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12. DEFINITIONS

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

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

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

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

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	documentation ("Documentation").
ERP Solution	The ERP Solution consisting of all Software, Services, Deliverables, and the ERP System.
FDM	Financial Data Management Division, Department of Administrative Services.

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

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	computing, information systems, telecommunications, and various audio and video technologies.
Integration Testing	Tests to ensure that the data is accurate and processed per the Specifications; as it moves throughout the multiple software modules testing how modules interact properly before Systems Testing.
Letter of Final System Acceptance	The State's written notification to the Contractor of the State's Acceptance of the modules listed in Section 2.1.3, above.
Letter of Full Scale Test Acceptance	The State's written notification to the Contractor of the State's completion of the Full Scale Test. This letter shall be issued at the end of the Full Scale Test, absence the existence of any Deficiency, for each Module.
Letter of Full Scale Test Rejection	The State's written notification to the Contractor of the State's Rejection of the Full Scale Test. This letter shall be issued at the end of the Full Scale Test for each Module if a Deficiency exists.

Module	Stand-alone software segment of the ERP System that may contain one or more ERP Functions.
Non-Software Deliverables	Deliverables that are not Written or Software Deliverables.
Normal Business Hours	8:00 a.m. to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	Official written notice from the State to the Contractor to commence work under the Contract.
Department of Information Technology (DOIT)	The Department of Information Technology
Order of Precedence	The order in which Contract Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Proposal	Contractor's proposal submitted in response to RFP 2012-008.
Regression Testing	The selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.
Rejection	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review is not satisfied or has failed.
RFP (Request for Proposal)	Request For Proposal 2012-008.

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Schedule	The dates set forth in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The tasks and services to be performed by the Contractor on the Project.
Subject Matter Expert (SME)	Resource with expertise on a given functional topic or subject.
Software	All ERP COTS and Custom Software and their respective Documentation.
Solution	The products and services to be provided and performed by Contractor as described in the Contract.
Specifications	The detailed description of requirements and responsibilities, as stated in the Contract (excluding Exhibits K and L).
State	The State of New Hampshire, acting through the Department of Administrative Services.
State Confidential Information	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to, RSA Chapter 91-A. Examples, include, but are not limited to, the following: Records of grand and petit juries; Records of parole and pardon boards; Personal school records of pupils; Records pertaining to internal personnel practices, commercial, or financial information, test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment, or academic examinations and personnel (SSN, payroll information) medical, welfare, library user, video tape sale or rental, and any other files whose disclosure would constitute invasion of privacy.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State's Project Manager (PM)	The State appointed manager of the ERP Project. This resource may be a State employee or a consultant hired by the State.
Statement of Work (SOW)	Statement of work portion of the Contract, Exhibit A.
SOW	Statement of Work.
Subcontractor	A person, partnership, or company or other entity, not in the employment of or owned by the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	The Lawson ERP system modules being implemented,

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	including, without limitation: <ul style="list-style-type: none"> • Lawson Strategic Sourcing (SS) • Lawson Asset Management (AM) • Lawson Human Resources Package (HR) • Lawson Personnel System (PS) • Lawson Talent Management: Global Human Resources & Talent Acquisition (LTM) • Lawson Benefits System (BS) • Lawson Absence Management (AB) • Lawson Payroll North America (PR) • BSI Tax Factory (TF) • Lawson Time and Expense (TE) • Employee/Manager Self Service (EMSS) • Lawson Business Intelligence (as it applies to the modules above) (LBI) • ProcessFlow Integrator (as it applies to the modules above) (PFI):
TBD	To Be Determined.
Third Party Software	Software that is not owned by Lawson (excluding Affinity).
Term	The term of the Contract, beginning upon approval by Governor and Executive Council and ending on March 31, 2013.
Unit Testing	Contractor performs unit testing of all Lawson development according to the functional specifications approved by the State. When the development is complete, Lawson will deliver the developed software objects and documentation, and demonstrate the developed software to the State.
Contractor	The Implementation Services Contractor
Warranty Period	A period of coverage in which the Contractor is responsible for providing a guarantee for products and Services delivered as defined for the Implementation Services Contractor in Exhibit H for the Warranty Period, System Warranty period, and Warranty Period Extensions.
Warranty Services	The services to be provided during the Warranty Period.
Warranty Releases	Software code that is provided to the State as a remedy for defects documented during the Warranty Period.
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.
Written Deliverables	Non-software written deliverable documentation (letter, report, manual, book, other) provided by Contractor either in paper or

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	electronic format.
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 Exhibit B: Payment and Pricing Terms

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This Firm Fixed Price (FFP) Contract between the State of New Hampshire, Department of Administrative Services and the Contractor is an agreement to provide ERP Implementation Consulting Services, for a not to exceed price of \$3,877,000. The Contractor shall be responsible for performing the work in accordance with the Contract, including without limitation, the requirements, terms, and conditions contained in the SOW and the Contractor's corresponding Exhibits. This Contract will allow the Contractor to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the Price and Payment Table (Table 1) below.

Table 1

ID	Milestone Name	Percentage of Project Fee	Contract Value	10% Holdback	Invoice Amount	Planned Deliverable Date
1	Project Management Services: Overall Project Work Plan	7%	\$261,560	\$26,166	\$235,494	October-11
2	Project Team Training & Knowledge Transfer Plan	3%	\$112,140	\$11,214	\$100,926	November-11
3	Training Services: Knowledge Transfer - Operational Procedures	3%	\$112,140	\$11,214	\$100,926	September-11
4	Project Management Services: Technical Risk & Issues Management Solution	1%	\$37,380	\$3,738	\$33,642	September-11

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		\$112,140	\$11,214	\$100,926	November-11
5	Project Management Services: Detailed Testing Plan				
6	Project Management Completion 10% Holdback for Project Management Services		\$63,546	\$63,546	December-11
7	Time and Expense Prototype 1 Complete	\$224,280	\$22,428	\$201,852	October-11
7a	Time & Expense Process Analysis & State Configuration Requirements Complete				
7b	Training Services: Knowledge Transfer - Software Configuration Plan				
7c	Project Management Services: Lawson business Process Improvements				
7d	Project Management Services: Conduct and Document Joint Application Development (JAD) Sessions				

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7e	Project Management Services: Systems Interface Plan & Specifications	N/A					
7f	Project Management Services: Data Conversion Plan	N/A					
7g	Training Services: Training Plan	N/A					
8	Time & Expense Approved Solution and final configuration.	4%	\$149,520	\$14,952	\$134,568		October-11
9	Time and Expense Acceptance Test	3%	\$112,140	\$11,214	\$100,926		November-11
10	Time & Expense Full Scale Test Complete	2%	\$74,760	\$7,476	\$67,284		December-11
11	Time & Expense Deployment Plan	2%	\$74,760	\$7,476	\$67,284		December-11
12	Time & Expense User Training Complete	1%	\$37,380	\$3,738	\$33,642		December-11
13	Time & Expense Implementation to Legacy HRP System GHRS	3%	\$112,140	\$11,214	\$100,926		January-12

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				\$78,498	\$78,498	February-12
14	Time & Expense Warranty Complete 10% Holdback on Value of T&E Deliverables	N/A		\$78,498		
15	HR & Payroll Prototype 1 Complete	16%	\$598,080	\$59,808	\$538,272	February-12
15a	HR & Payroll Process Analysis & State Configuration Requirements Complete	N/A				
15b	Training Services: Knowledge Transfer - Software Configuration Plan	N/A				
15c	Project Management Services: Lawson business Process Improvements	N/A				
15d	Project Management Services: Conduct and Document Joint Application Development (JAD) Sessions	N/A				

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Item	Project	Percentage	Amount	Amount	Amount	Due Date
15e	Management Services: Systems Interface Plan & Specifications	N/A				
15f	Project Management Services: Data Conversion Plan	N/A				
15g	Training Services: Training Plan	N/A				
16	HR & Payroll Approved Solution and final configuration.	10%	\$373,800	\$37,380	\$336,420	April-12
17	HR & Payroll Acceptance Test	6%	\$224,280	\$22,428	\$201,852	June-12
18	HR & Payroll Full Scale Test Complete	5%	\$186,900	\$18,690	\$168,210	August-12
19	HR & Payroll Deployment Plan	3%	\$112,140	\$11,214	\$100,926	August-12
20	HR & Payroll User Training Complete	1%	\$37,380	\$3,738	\$33,642	September-12
21	HR & Payroll Implementation	3%	\$112,140	\$11,214	\$100,926	January-13
22	Time & Expense Conversion to Lawson Complete	3%	\$112,140	\$11,214	\$100,926	January-13

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		Exhibit B: Payment and Pricing Terms			September-12
		\$224,280	\$22,428	\$201,852	September-13
23	HR & Payroll Benefits User Training Media Complete		6%		
24	HR & Payroll Implementation of HR, Personnel, Payroll with Integrated Time & Expense	\$186,900	5%	\$18,690	\$168,210
25	HR & Payroll Warranty Complete 10% Holdback on Value of HR & Payroll deliverables		N/A	\$216,804	\$216,804
26	Strategic Sourcing Prototype 1 Complete	\$74,760	2%	\$0	\$74,760
27a	Strategic Sourcing Process Analysis & State Configuration Requirements Complete		N/A		
27b	Training Services: Knowledge Transfer - Software Configuration Plan		N/A		
27c	Project Management Services: Lawson business Process Improvements		N/A		

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27d	Project Management Services: Conduct and Document Joint Application Development (JAD) Sessions	N/A				June-12
28	Strategic Sourcing Warranty Complete 10% Holdback on Value of Strategic Sourcing Deliverables	N/A				
29	Asset Management Prototype 1 Complete	2%	\$74,760	\$0	\$74,760	March-12
29a	Asset Management Process Analysis & State Configuration Requirements Complete	N/A				
29b	Training Services: Knowledge Transfer - Software Configuration Plan	N/A				
29c	Project Management Services: Lawson business Process Improvements	N/A				

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29d	Project Management Services: Conduct and Document Joint Application Development (JAD) Sessions	N/A				
29f	Project Management Services: Data Conversion Plan	N/A				June-12
30	Asset Management Warranty Complete 10% Holdback on Value of Asset	N/A				
31	Management Deliverables Project Landmark Hosting Services	3.6%	\$139,000.00	\$0	\$139,000.00	Oct-11 thru Oct-12
32	Project Landmark – Wrap-up/Transition	N/A				

2. Contractor Hourly Labor Rates

During the Project, the State may request additional Services outside of the scope of this Contract from Lawson (“Supplemental Services”). All requests for Supplemental Services are managed by the change order process in this Contract, see section 9.3 of Exhibit A. For 12 months after the Effective Date, Lawson shall provide to State the Supplemental Services and/or Additional Work identified in a duly executed Change Order at the

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Fully Loaded Rates listed below (Table 2). In no instance shall the work requested under the above referenced process, and priced at the below referenced rates, cause the total value of expenditures under the Contract to exceed the Price Limitation set forth in Section 1.8 of the Form P-37.

Table 2

Services	Hourly Service Fee Rate
Project Manager	\$262.00
Practice Director	\$315.00
Project Administrator	\$121.00
Project Manager—Quality Assurance	\$277.00
Senior Business Consultant	\$229.00
Principal Business Consultant	\$277.00
Business Consultant—Landed	\$109.00
Time & Expense Consultant	\$279.00
Technical Project Manager	\$232.00
Technical Project Manager (off shore)	\$105.00
Systems Consultant	\$232.00
Senior Systems Consultant	\$262.00
Remote Developer (off-shore)	\$85.00

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3. INVOICING

Upon receipt of notice of Acceptance from the State with respect to a Deliverable for which there is an associated or specified payment, the Contractor shall submit an invoice to the State requesting payment of the fee specified for that Deliverable. All invoices submitted must meet with the approval of the State and said approval shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. All invoices submitted by the Contractor shall contain appropriate documentation as necessary to support the fees or charges included on the invoice; shall comply with agreed upon terms concerning payment of such fees, charges, or other claims; and shall contain all information reasonably requested by the State. Notwithstanding any provision of the Contract to the contrary, the State shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the State believes the invoice is inaccurate or incorrect in any way. The Contractor shall not be entitled to receive any compensation over and above the fixed price of the Contract unless otherwise agreed in a Change Order, and subject to Governor and Executive Council approval, as applicable. No payment, including final payment, shall be construed as Acceptance of Deficient Deliverables, or incomplete work, and the Contractor, shall remain responsible for full performance in strict compliance with the Contract.

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

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

4. PAYMENT ADDRESS

All payments are to be made to the following address:

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

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. EXPENSE

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

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

7. SHIPPING AND DELIVERY FEE EXEMPTION

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

8. Project Hosting Services

In addition to the payments provided for in this Exhibit B, the Contractor shall be reimbursed for the services, and according to the terms of Exhibit J Hosting Services.

9. PROJECT HOLDBACK

The State will withhold ten percent (10%) of each invoice for Deliverables until the expiration of the Warranty Period Applicable to the associated Deliverable, which is reflected in the table above. A holdback will not be applied to the Hosting Services.

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10. Deliverables and Milestones Description

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

Table 3

Project Milestone	Deliverable Type	Description
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Mutually agreeable written project plan including activities, steps, milestones, schedules and resource loads. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in the Contract. The Contractor shall provide Project status reports every other week during all Project Phases/Stages.

Written

**Project Management Services:
Overall Project Work Plan**

Project status reports shall contain at a minimum:

- a. Project status as it relates to Work Plan;
- b. Status of all Project Deliverables;
- c. Accomplishments during the week being reported;
- d. Planned activities for the upcoming bi-weekly period;
- e. Future activities;
- f. Issues and concerns requiring resolution: Summary of the major/minor risks logged, with the Contractor's recommendations on major risks; and
- g. Financial status to be updated once a month

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The Contractor shall provide the Knowledge Transfer Plan. It shall be a document that outlines the Contractor's plan "that shall be executed by the Contractor" to provide adequate education and training for ERP Core Team members and the State operations resources that shall be responsible for the System in the future.

The Knowledge Transfer Plan shall include at a minimum:

- a. A listing of all areas/categories pertaining to knowledge transfer;
- b. An explanation of how State resources shall be included in Deliverable/milestone/or major activity reviews to provide State resources with detailed information about the ERP System and its custom components;
- c. An outline of what each type of knowledge transfer each State employee shall receive (based on role) and which Contractor resources shall provide it; and
- d. A schedule that shall define knowledge transfer timeframes.

Non-Software &
Written

Project Team
Training &
Knowledge
Transfer Plan

Written

Training
Services:
Knowledge
Transfer -
Operational
Procedures

The Contractor shall provide Documentation of Operational Procedures. This document shall outline all operational procedures and processes that shall be necessary for State resources to manage the ERP system on a day-to-day basis. It shall include for Landmark modules, all administrative procedures for system administration, database administration, help desk/support procedures, development procedures, production scheduling procedures, auditing procedures, daily, weekly, monthly monitoring activity (as required), testing procedures, business procedures, and any other operational procedures that shall be necessary.

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The Contractor shall provide the Software Configuration Plan. It shall outline all of the tasks associated with performing the software configuration on the ERP COTS Software. This shall include for (a) non-Landmark modules and (b) Landmark modules, information on what major areas need to be setup or configured and shall outline the steps that shall be taken to determine how the ERP System shall be configured (i.e. via manual table entries, loads from existing data files, conversion of data, other).

Training Services: Written
Provided with each module

Knowledge Transfer -
Software Configuration
Plan

File
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The Business Process Improvements as contained in the library of preconfigured Lawson software processes and preconfigured data elements that the Contractor shall provide.

The Business Process Improvements shall contain at a minimum:

- a. Software and data elements as preconfigured;
 - b. Written descriptions/diagrams of the options to implement business process improvements to include the process steps, configuration settings, data inputs, description of user procedures, timing, required users, Lawson cross-module pre-requisites, and recommendations;
 - c. Written criteria for identifying scope, impact, risk, duration, and ERP COTS system impact (configuration vs. customization) to implement the business process improvement;
- Written recommendations prioritized and categorized based on benefits (i.e. management improvements, redundancy reduction, reduction of steps, other)

Project Management Services: Software & Written Provided with each module

Lawson business Process Improvements

Project Management Services: Written/Software

Technical Risk & Issues Management Solution

The Contractor shall provide the Risk and Issue Management Plan Solution.

The Solution shall contain at a minimum:

- a. Define and identify various Project risks and identify the potential impact(s) that risks may have on the Project (this includes during deployment and shall include business continuity);
- b. Categorize the different types of technical risks that may be experienced. For example, this document shall include (but not be limited to) risks related to newly configured modules, potential customized programming, integration with operational financial modules, inbound and outbound interfaces.
- c. Recommended strategies and processes to resolve risks;
- d. Facilitate and administer issues management, this includes tracking, and steps to resolve; issue and risk awareness escalation processes/procedures.

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These shall be working sessions that shall be conducted by the Contractor with the State's Project Team members to determine configuration and process decisions in order to perform design and configuration on the ERP COTS Software and/or interfaces, conversions, or custom code, in order to ensure the requirements of the Contract are met.

The Contractor shall provide a schedule to identify sessions necessary to confirm business rules associated with the processes that shall require configuration on the ERP System.

The business requirements survey sessions and documentation shall address at a minimum:

- a. Examine current process and confirm business rules/requirements. The State wishes to adopt a Lawson best practice flows;
- b. Identify the configuration requirements and processes to be implemented as Authorized Solutions;
- c. Identify any major gaps between the old processes and the proposed new processes to facilitate State change management activities;
- d. Identify sessions that may need to be held to formally discuss and/or finalize planning and execute the movement toward new business processes; and
- e. Develop and present the resulting Initial Prototypes

Project Management Services: Non-Software & Written Provided with each module

Conduct and Document Business Requirement Survey Sessions

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Exhibit B: Payment and Pricing Terms

The Contractor shall provide the Systems Interface Plan and data mapping Design and Specifications Document.

Project Management Services:
Written Provided with each module

Systems Interface Plan & Specifications

The Systems Interface Plan and data mapping Design and Specifications Document shall provide the following at a minimum:

- a. A listing of all System interface requirements (this information may be gathered earlier);
- b. A pictorial representation of all interfaces and associated listing (both inputs and outputs) and any associated interdependencies (on data or other interfaces);
- c. Functional data mapping definition for all interfaces (i.e. file layouts, logs created to determine success/failure criteria, other);
- d. Standards that outline how the interfaces shall be developed which shall include naming, processing, error correction, and monitoring standards and conventions); and
- e. A high level overview of how interfaces shall be tested shall be provided in this document. The detail on how the interfaces shall be tested shall be fully documented in the Test Plan Deliverable.

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Project Management Services: Detailed Testing Plan
Written
Provided with each module

The Contractor shall work jointly with the State to provide the detailed Testing Plan.

The detailed Testing Plan and testing results documentation shall provide the following at a minimum:

- a. a detailed approach and methodology for Unit, Acceptance, Volume/Stress, Full Scale, and Regression Testing for each application workstream ;
- b. for the tests that shall be performed on the ERP System identify what type of resources are needed to perform them;
- c. High level scheduling associated with all testing activity (what testing shall be done at all stages of the Project);
- d. The strategy for developing all testing scenarios and associated scripts and what shall measure success or failure of each test scenario;
- e. The strategy on how testing results can be reviewed with the State during various stages of testing;
- g. Regression testing strategy which shall outline instances which would require regression testing and to what extent; and
- h. A Process outline that shall explain how discrepancies in results shall be prioritized modified and resolved.

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Exhibit B: Payment and Pricing Terms

The Contractor shall provide the Data Conversion Plan and Design document.

The Data Conversion Plan and Design Document shall contain the following at a minimum:

- a. Data Conversion requirements for the current stage of the project (for unit, Acceptance, Full scale, volume, production, and cut-over testing to occur successfully);
- b. Provide Scheduled activity for all data conversion activity for the current stage of the project;
- c. Provide conversion design/specifications including all necessary data mappings; and
- d. define the plan on how conversions can be validated (some of this information may be needed in the overall Test Plan as well).

Project Management Services: Data Conversion Plan
 Written
 Provided with each module

The Contractor shall provide the Deployment Plan for each module to be implemented for HR/payroll, Asset Management, and Strategic sourcing functions.

The Deployment Plan shall contain the following at a minimum:

- a. Recommendations for cut-over strategies;
 - b. A detailed task list/Schedule of all activities associated with deployment (including roles and responsibilities of State and the Contractor resources), sequence of tasks (including when to do conversions, when to move code, and how and what to communicate to agencies, others); and
- Validation procedures, which shall gauge the successful setup of the production environment.

Project Management Services: Deployment Plan
 Written
 Provided with each module

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Exhibit B: Payment and Pricing Terms

The Contractor shall provide a comprehensive Training Plan, training material, and training curriculum.

The Comprehensive Training Plan, training material, and training curriculum shall contain at minimum:

- a. A list of all courses that shall be provided to the State (with course curriculums, a description of whether the course is instructor led, computer based training (CBT), web based, other);
- b. A schedule, which shall outline when training courses, shall be provided;
- c. A description of the equipment and/or facilities that shall be required to perform training;
- d. An outline of the training materials that shall be provided for each course including any "Trainer Guides"; and
- e. Detailed information on what State resources need to attend each specific form of training.

Training Services: Written
 Provided with each module
Project Team Training Plan

Configuration Requirements Complete Written
 Provided with each module
 Business process descriptions, rules, requirements, configuration settings and procedural steps are documented for system administration. The Contractor shall provide the Software Configuration Plan. It shall outline all of the tasks associated with performing the software configuration on the ERP COTS Software. This shall include information on all setup and configuration and shall outline the steps that shall be taken to determine how the ERP System shall be configured (i.e. via manual table entries, loads from existing data files, conversion of data, other).

Approved Solution and Final Configuration Written Milestone
 Provided with each module
 Final specifications for the software design.
 Software operates according to Approved Solution. The Contractor shall provide configured and operational for State Acceptance Testing. ERP Software which satisfies State Requirements and Specifications. The testing has been completed and the Contractor's testing has been accepted by the State. These shall

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Exhibit B: Payment and Pricing Terms

include:

- Application workstream modules
- Lawson Business Intelligence (as it applies to the modules above)
- ProcessFlow Integrator (as it applies to the modules above)

Acceptance Test Completed Non-Software Written
 Provided with each
 module

The Contractor shall work jointly with the state to complete and document unit & integration testing on the ERP System. The Contractor shall work with the State to execute test scripts as outlined in the Test Plan and shall provide the State with test results. The State shall review test results and provide resources to support the Contractor integration testing within the resources outlined in this Contract.

The Contractor shall provide detailed unit & integration testing results documentation which shall provide at a minimum:

- a. Detailed written results of testing.
- b. Detailed testing results shall consist of, at a minimum:
 - 1) Number of tests and number of agencies;
 - 2) Number of tests that passed;
 - 3) Number of tests that failed;
 - 4) Number of tests that required retesting;
 - 5) Number of testers; and Tester sign-in logs. Contractor shall complete & document Volume/Stress testing on ERP. Contractor shall execute test scripts as outlined in test plan & provide State with test results.

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Exhibit B: Payment and Pricing Terms

Software passes Full Scale Test - State acknowledges acceptance.
 The Contractor shall provide detailed Full Scale testing results documentation which shall provide at a minimum:

- 1) Number of tests and number of agencies;
- 2) Number of tests that passed;
- 3) Number of tests that failed;
- 4) Number of tests that required retesting;
- 5) Number of testers; and Tester sign-in logs.

Full Scale Test Complete Written
 Provided with each module

Project team Training Complete Non-Software
 Provided with each module

All training scheduled prior to implementation is delivered by Project Team. The Contractor shall execute all initial project team training outlined in the training plan and the Contract Specifications. The Contractor shall provide all course materials (including curriculums, presentation materials, and documentation) for each course.
 State resources shall participate in all applicable training and shall provide Subject Matter Experts to attend all initial training conducted by the Contractor. The State intends to subsequently utilize presentation and documentation materials provided by the Contractor to train all required State resources.

Application Workstream Implementation Milestone
 Provided with each module

Software goes into regular production operation.

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Time & expense module is converted to integrate with ERP HR/Payroll. Data conversion, functional conversion, and installation are executed and operational.

Software

HR & Payroll Benefits User Training Media Complete

Written

All training media required to support Lawson Benefits enrollment functions is delivered by Project Team. The Contractor shall provide all course materials (including curriculums, presentation materials, and documentation) for the benefits enrollment instructional course. State resources shall participate in development of the training plan and materials and shall provide Subject Matter Experts to confirm plan and eligibility details needed by the Contractor. (first open enrollment on new system Autumn 2013).

Milestone

Software goes into regular production operation.

Time & Expense Conversion to Lawson Complete

HR & Payroll Implementation of HR, Personnel, Payroll with Integrated Time & Expense

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Exhibit C

SPECIAL CONTRACT PROVISIONS

There are no special contract provisions.

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