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

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

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

December 15, 2017

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

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **sole source** contract with Infor (US) Incorporated, New York, NY 10011 (vendor #227989), for provision of professional services in support of all currently licensed application components for the Infor Enterprise Resource Planning (ERP) system (NH FIRST) managed by the Department of Administrative Services (DAS) in an amount not to exceed \$2,000,000.00 in total for the term of the contract. The term shall be for ten years beginning with Governor and Council approval and ending on June 30, 2026.

Individual agency funds will be utilized to purchase services under Firm-Fixed-Price purchase orders issued under this contract, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested service.

EXPLANATION

This item is **sole source** because (1) Infor (US) Incorporated currently provides the required maintenance and support for the Infor software that comprises the state's ERP system (NH FIRST); and (2) the state has an immediate need for professional service support to ensure the timely implementation of the New Hampshire Liquor Commission's (NHLC) new point-of-sale and back-office supporting services solution (Next Generation Retail Business Systems), which is replacing all NHLC legacy systems.

This contract will support the implementation of changes that impact agency-specific sub-systems as they interface with NH FIRST, including, for example, new/modified inbound and outbound interfaces and process automation, module installation and configuration, and custom report development.

The implementation of NHLC's new Next Generation Retail Business System requires implementation of additional inbound interfaces not currently in use with NH FIRST, development of numerous new outbound extracts from NH FIRST, as well as definition of new process flows in NH FIRST, and other changes. The availability of additional professional support will help ensure the success of the NHLC's major project by augmenting DAS staff resources. The timeline for implementation of the NHLC project, as well as opportunities for additional similar advancements and efficiencies for other state agencies, would otherwise be significantly constrained if relying solely on the professional staff within DAS to perform this work.

Specific services to be provided will be defined in detailed deliverables-based Statements of Work (SOWs) by NHLC or other applicable state agency, in coordination with and with the approval of DAS, and authorized under a Firm-Fixed-Price purchase order against the response to a Request for Quote for the SOW.

The period of performance for this contract matches the period of performance for the "NH FIRST Enterprise Resource Planning with Infor," maintenance and support contract with Infor Incorporated that provides the base licensing and support for the NH FIRST system through June 30, 2026, approved by Governor and Council on August 24, 2016.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles M. Arlinghaus', written in a cursive style.

Charles M. Arlinghaus
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/doiit

Denis Goulet
Commissioner

November 30, 2017

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

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Infor (US) Incorporated of 641 Avenue of the Americas, New York, NY 10011, as described below and referenced as DoIT No. 2018-109.

This contract with Infor will provide professional services in support of all currently licensed application components for the Infor Enterprise Resource Planning (ERP) system (NH FIRST) managed by the Department of Administrative Services (DAS). Specifically, this contract will support the implementation of changes that impact agency-specific sub-systems as they interface with NH FIRST, including, for example, new/modified inbound and outbound interfaces and process automation, module installation and configuration, and custom report development.

The contract amount is not to exceed \$2,000,000.00 in total for the term of the contract. The term shall be for ten years beginning with Governor and Council approval and ending on June 30, 2026.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik
DoIT #2018-109

cc: Theresa Pare-Curtis

Subject: _____

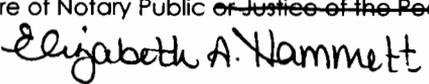
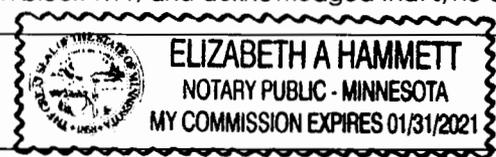
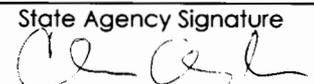
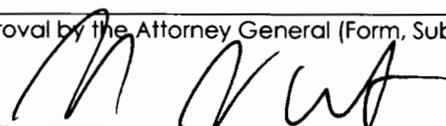
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03101	
1.3 Contractor Name INFOR (US) INC.		1.4 Contractor Address 641 Avenue of the Americas New York, NY 10011	
1.5 Contractor Phone Number (864) 313-3299	1.6 Account Number Not applicable	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$2,000,000
1.9 Contracting Officer for State Agency Heather Kelley		1.10 State Agency Telephone Number (603) 271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lindsay Pritchard, Associate General Counsel	
1.13 Acknowledgement: State of Minnesota , County of Ramsey On December 13, 2017 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Elizabeth A. Hammett, Executive Legal Administrator			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, 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) (if applicable) By:  On: 12/19/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

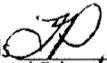
Contractor Initials 
Date 12/13/17

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Infor (US), Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, acting through the Department of Administrative Services (hereinafter referred to as the "State"), with Professional Services as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2026.

4. SCOPE OF WORK

The primary scope is to provide professional services in support of all currently licensed application components for Infor Enterprise Resource Planning (ERP) system (NH FIRST) as more fully described pursuant to a Statement of Work (SOW) between the parties. These services allow the Department of Administrative Services (DAS) to work with state agencies to implement changes that impact agency-specific sub-systems as they interface with NH FIRST. Services may include, but are not limited to, the development of new or modification of existing:

- Process Automation;
- Inbound and Outbound Interfaces;
- Module installation and configuration;
- Custom report development;
- Security configuration and management;
- Account management and configuration;
- Lawson Business Intelligence (LBI) assistance; and
- Business processes analysis including
 - Documenting current and proposed business process flows;
 - Development of Business Requirements;
 - Development of Functional and System Design documentation; and
 - Assistance with user acceptance testing including development of test scripts and scenarios.

A state agency seeking services under this contract (a "using state agency") shall prepare a detailed deliverables-based SOW and identify applicable technical qualifications in coordination with the Financial Data Management Division of DAS.

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. (EST) unless other arrangements are made in advance with the State. All workers shall be based in the United States of America unless explicitly approved in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each using state agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the using state agency.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at DAS or the using state agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice. In the event of a termination for convenience, the State shall pay for the agreed upon price, for Deliverables for which acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part; in accordance with Contract Exhibit B, Price and Payment Schedule, of the Contract.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of New Hampshire harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using state agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

9. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide professional services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$2,000,000; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2026.

2. PRICING STRUCTURE

The State shall request quotations by providing a SOW describing the services required and the applicable technical qualifications. The SOW shall be issued to all Contractors awarded contracts for these services for a quote. Quotes shall be Firm-Fixed-Price (FFP) to provide the deliverables specified in the SOW (not time and materials). The project engagement will be based upon the lowest cost qualified quote.

The positions listed below are most commonly needed to perform the duties associated to any SOW/RFQ, but additional positions shall be covered as required by each individual SOW/RFQ.

POSITION	
SENIOR CONSULTANT	
PROJECT MANAGER	
SOLUTION ARCHITECT	
COE CONSULTANT SR OFFSHORE	

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

The State shall request quotations by providing a SOW describing the services required and the applicable technical qualifications. The Contractor must return quotes by the date and time specified in each RFQ. The SOW shall be issued to all Contractors awarded contracts for these services for a quote. The project engagement will be based upon the lowest cost qualified quote.

Ordering Process

1. A Request For Quote (RFQ) for the using state agency containing the SOW and applicable technical qualifications, approved by the DAS Division of Financial Data Management, shall be issued through the DAS Bureau of Purchase & Property, to all the Contractor(s);
2. The Contractor shall submit a quote offering a FFP solution by the due date referenced in each RFQ;
3. The Contractor offering the lowest cost qualified solution meeting the specifications shall be selected;
4. The using state agency shall enter a requisition into NH FIRST and attach the SOW and selected quote;
5. The State shall issue a purchase order to the selected Contractor based against the response to the RFQ; and
6. The Contractor shall perform the work upon receipt of the State purchase order and will be paid upon State acceptance of the deliverables.

4. INVOICE

Itemized invoices shall be submitted to the individual using agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

The Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C
SPECIAL PROVISIONS**

1. Section 8.2 of Form P-37 is hereby deleted and replaced with the following:

8.2 Upon the occurrence of any Event of Default, that the State intends to rely on in terminating the Contract, the State must:

2. Section 8.2.2 of Form P-37 is deleted entirely.

3. Section 8.2.3 of Form P-37 is deleted entirely.

4. Section 8.2.4 of Form P-37 is hereby deleted and replaced with the following:

8.2.4 treat the Agreement as breached and recover its direct damages.

5. Section 9.1 of Form P-37 is hereby deleted and replaced with the following:

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 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.

6. Section 9.2 of Form P-37 is hereby deleted and replaced with the following:

9.2 All data and any property which has been received from the State, 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.

7. Section 13 of Form P-37 is hereby deleted and replaced with the following:

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any third party, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the gross negligence or intentional misconduct of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. Contractors obligation under this section will not exceed the total Contract price set forth in the applicable Statement of Work between the parties not to exceed the total Contract price set forth in Contract Agreement — P-37, General Provisions, Block 1.8. . This covenant in paragraph 13 shall survive the termination of this Agreement.

8. The following WARRANTY AND WARRANTY SERVICES shall apply to the Services to be provided under this Contract:

WARRANTIES

Services

Infor warrants to the State that, for the period beginning on the specific date of the applicable Work Order attached as an Exhibit to this Contract and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with the terms of the Contract.

Personnel

Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor 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.

Disclaimer of Warranties

The State acknowledges and agrees that except as expressly provided herein, Infor makes no warranties with regard to any support and/or any other matters not relating to the Services to be provided, and that Infor explicitly disclaims all warranties of non-infringement, merchantability and fitness for a particular purpose. Further, Infor expressly does not warrant that a component system or any support will be usable by the State if the component system has been modified, or will be error free, will operate without interruption or will be compatible with any hardware or systems software configuration other than the equipment.

9. The following LIMITATION OF LIABILITY shall apply to the Services to be provided under this Contract:

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

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. is a Delaware Profit Corporation registered to transact business in New Hampshire on April 09, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 669006



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of December A.D. 2017.

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

William M. Gardner
Secretary of State

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INFOR (US), INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF JUNE, A.D. 2017.



3978744 8300

SR# 20174356163

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

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202752709

Date: 06-21-17

Certificate of Authority

CERTIFICATE

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, Lindsay Pritchard, 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 Lindsay Pritchard, 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 Lindsay Pritchard, 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 13th day of December, 2017.

Brad Steiner
Secretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 13th day of December, 2017, before me, Brad Steiner, the undersigned Secretary, who is personally known to me, 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/~~Justice of the Peace~~

My Commission Expires: April 4, 2019

