

41B *Sorce*



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

JEFFREY ROSE  
Commissioner

LORI HARNOIS  
Director

603-271-2665  
FAX: 603-271-6870  
TRAVEL GUIDE: 800-386-4664  
WEBSITE: [www.visitnh.gov](http://www.visitnh.gov)  
E-MAIL: [travel@dred.state.nh.us](mailto:travel@dred.state.nh.us)

March 13, 2014

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

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development (DRED) to amend a contract with SilverTech, Inc. (VC #117504), Manchester, NH, in an amount not to exceed \$304,500, increasing the total contract amount from \$88,000 to \$392,500, for DRED web site hosting, maintenance, support and enhancements upon Governor and Executive Council approval through June 30, 2016 with the option to renew for one two-year period upon consent of both parties and approval by the Governor and Executive Council. The original contract was approved by Governor and Executive Council on December 14, 2011, Item #61 and an amendment approved by Governor and Executive Council on June 6, 2012, Item #93. 94% General Funds, 3% Federal Funds, 3% Other Funds

Funding is available in accounts titled, Workforce Opportunity Council, Job Training Program, and Travel - Tourism Dev. Fund, as follows pending budget approval for Fiscal Year 2016, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

		<u>FY14</u>	<u>FY15</u>	<u>FY16</u>
03-35-35-350510-53360000-069-500567	Promo – Marketing	\$13,500	\$4,000	\$4,000
03-35-35-350510-54200000-069-500567	Promo – Marketing	\$10,000	\$4,000	\$4,000
03-35-35-352010-58740000-069-500567	Promo – Marketing	\$112,500	\$76,250	\$76,250

**EXPLANATION**

DRED issued a Request for Proposal (RFP) 2011-052, approved by the Office of Information Technology, to host, maintain, support and provide future enhancements to DRED web sites and databases. The RFP included all DRED web sites (excluding Cannon Mountain) in a consolidated information and features format allowing a consumer to have access to navigate to all DRED information, regardless of the portal entered. The efficiencies of this combined effort will continue to strengthen a common brand as it is updated and refreshed. Our goal is to collectively advance the marketing capabilities of each division through new and future technologies. The contract was previously amended to include additional design and development of two websites for the Office of Workforce Opportunity.

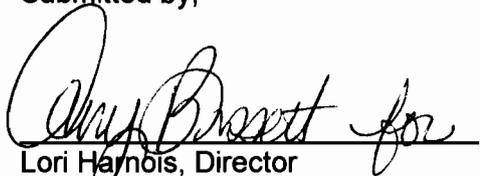
Today's visitors rely on the internet when researching places to visit and things to do making the Department of Resources and Economic Development's websites an essential tool in promoting all the opportunities available in New Hampshire. We need to continually ensure that the information on our

sites is current, consistent and easily accessible for users on any device. Consumers today are looking to find information quickly and are doing so on a variety of different devices. Mobile and tablet usage for gathering information is increasing significantly and our current sites cannot accommodate that demand. Today's consumer is much more touch point based and they expect to get information easily and quickly. We need to ensure that our websites are able to outshine our competition; that can happen through creativity and technology.

The current amendment will enhance all the Department of Resources and Economic Development websites (excluding Cannon Mountain) to align with today's technologies and with the modern day browsing habits of our users. These enhancements would include, but are not limited to, enabling the sites to display in a responsive nature to allow for optimal user experience across all types of devices, creating interactive itineraries and events calendar sections as well as enhancing our Visitnh.gov website with unique multilingual pages to connect and interact with visitors. Additionally, SilverTech will upgrade the websites' search tools to reflect modern search technologies and usability trends and will upgrade the social hubs to centralize all social media channels in one location. We will work with SilverTech on the latest technologies and advancements to continually provide a top of the line web experience for any user.

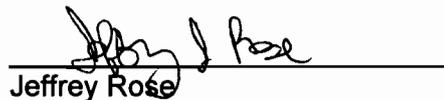
The Department of Information Technology has approved this amendment and a copy of their letter is attached for your information. The original contract and a previous amendment are also attached. The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Submitted by,



Lori Harnois, Director  
Director ~ Travel and Tourism Development

Approved by,



Jeffrey Rose  
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](http://www.nh.gov/doit)

**Peter C. Hastings**  
*Commissioner*

March 13, 2014

Jeffery J. Rose, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856

Dear Commissioner Rose:

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 SilverTech, Inc. of Manchester, NH, as described below and referenced as DoIT No. 2011-052B.

This is a request for approval to enter into a contract amendment with SilverTech to update and add additional features to the existing suite of DRED sites currently hosted and maintained by SilverTech, Inc. The amount of the contract amendment shall not exceed \$304,500, increasing the total contract amount from \$88,000 to \$392,500, through June 30, 2016 upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Resources and Economic Development's submission to Governor and Executive Council for approval.

Sincerely,

  
Peter C. Hastings

PCH/ltn  
DoIT 2011-052B

cc: Nicole Warren, DoIT  
Leslie Mason, DoIT

Subject:

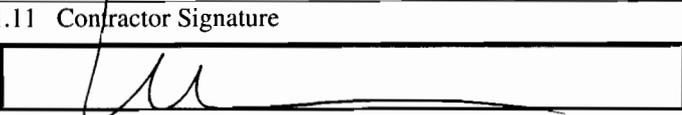
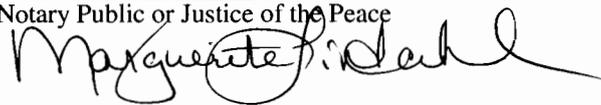
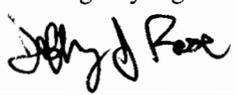
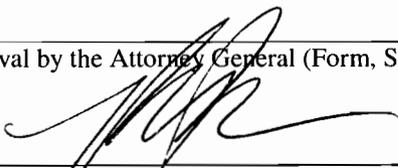
Web site hosting, maintenance, updating and support

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 Resources & Economic Development		1.2 State Agency Address 172 Pembroke Road, PO Box 1856, Concord, NH 03302	
1.3 Contractor Name SilverTech, Inc.		1.4 Contractor Address 196 Bridge Street, Manchester, NH 03104	
1.5 Contractor Phone Number 603-669-6600	1.6 Account Number 58740000,53360000,5620000	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$392,500
1.9 Contracting Officer for State Agency Jeffrey Rose, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Yuvraj Soggu, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/13/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Marguerite J. Lindahl			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey Rose, 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:  On: <u>3/17/14</u>			
1.18 Approval by the Governor and Executive Council 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, 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 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. 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.

Contractor Initials US  
Date 3/13/14

**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 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.** 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 \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-052 NH DRED Websites, on December 14, 2011, Item #61 (herein after referred to as the "Agreement"), SilverTech, Inc. (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Resources and Economic Development (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8 *Change Orders* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to add additional deliverables to the Agreement, the Department and the Vendor seeks to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$304,500.00 to bring the total contract price to \$392,500.00.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document /General Provisions are hereby amended as follows:

1. Amend Section 1.8 of the Contract Document/General Provisions of the Agreement by increasing the Price Limitation from \$88,000.00 to \$392,500.00.

Exhibit A: Contract Deliverables is hereby amended as follows:

Contract # 2011-052 Exhibit A	AMENDED TEXT		
Section 2	Add the following to Section 2.1: <i>Implementation Schedule – Deliverables/Milestones/Activities:</i>		
	<b>DRED Web Sites Deliverables</b>		
40	SilverTech will enhance the VisitNH.gov and NHStateParks.org websites to display in a responsive nature, allowing for an optimal user experience across mobile, tablet, and desktop devices.  We will begin by upgrading the website's user interface to fit within a responsive grid. The HTML and cascading style sheets will be modified to dynamically adjust the site based on the type of device accessing the content at the moment.  Actions which will be taken by the website	Software	03/31/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

	<p>based on device access will be:</p> <ul style="list-style-type: none"> <li>• Scale all photos dynamically</li> <li>• Scale all calls to action dynamically</li> <li>• Scale all tables and search tools dynamically</li> <li>• Hide and display certain navigation from the desktop view which does not apply to the tablet and mobile views</li> <li>• Adjust property listing details and pagination dynamically</li> <li>• Adjust guidebook request and email signup forms dynamically</li> <li>• Adjust all website advertising dynamically</li> </ul> <p>For this deliverable, SilverTech will create all of the elements and modules in the bullets above in preparation for integration defined in item #42.</p>		
41	<p>SilverTech will enhance the website content and navigation to optimize the user experience to align with modern day browsing habits.</p> <p>This includes, but may not be limited to:</p> <ul style="list-style-type: none"> <li>• Breaking up the content into smaller more digestible pieces.</li> <li>• Allowing multiple entry/access paths based upon the audience types.</li> <li>• Enhance the website navigation to allow for easier use on touch screen devices such as tablets and mobile phones.</li> <li>• Update navigation to mimic the modern labeling and organizations schemes. This may include, but not be limited to grouping similar “community” and “action” navigational items together in a toolbox manner, while presenting content heavy and information navigation elements in a more standard format.</li> </ul>	Content	04/30/14
42	<p>SilverTech will integrate all of the bullets described in item #40, into the VisitNH.gov and NHStateParks.org websites.</p>	Software	05/30/14
43	<p>SilverTech will enhance the itineraries section of the VisitNH.gov and NHStateParks.org websites to provide the visitor with a more interactive experience.</p>	Software	06/01/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

	<p>The current PDF itineraries will be replaced with immersive database driven, web based itineraries.</p> <p>Visitors will be able to “visit” each step of the itinerary via audio clips such as podcasts, video clips such as virtual tours and testimonials, and dynamic photo galleries. All content will be displayed in a slide show fashion to allow for optimal viewing across all devices.</p> <p>Additionally users will be able to send the itinerary map to their smart phone or tablet for offline use.</p> <p>Social sharing will be enabled to help promote user engagement. Users will be able to tag and share audio, video, and images across their social networks as well as via email.</p> <p>SilverTech will provide the CMS capabilities needed for the DRED content editors to post text alternatives to all multimedia uploaded to the new itineraries in compliance with section 508 guidelines.</p>		
44	<p>SilverTech will enhance the database driven events calendar to feature more extensive listings and follow modern design trends for an optimal user experience.</p> <p>The listings will include the option for a photograph, as well as a map of surrounding lodging, dining, and attraction venues to help promote additional venues. All mapping will be done via Google maps and suggesting listings will be access via the VisitNH data engine.</p> <p>The user will be able to turn on and off venue categories via filtering checkboxes. The listings will also feature “you may also like” suggestions for similarly categorized events.</p> <p>The events would be sharable via the users’ social channels, with the option to send to their mobile device should they be browsing the site on their PC.</p> <p>If the user is accessing the site via a mobile device such as a smart phone, the site will utilize their GPS coordinates to showcase events within the local area.</p>	Software	06/14/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

	<p>45 SilverTech will enhance VisitNH.gov with unique international sections for French, German, and Japanese speaking visitors of up to 5 pages in size.</p> <p>The website will dynamically detect the location and browser language of the visitor, and present to them content provided by the DRED content editors.</p> <p>All photos and graphics will be dynamically driven as well to present the user with imagery applicable to activities typically performed by international travelers.</p> <p>These international pages will also be developed using advanced tracking mechanisms to assist with reporting and analytics of our international advertising efforts.</p>	Software	06/30/14
	<p>46 SilverTech will upgrade the current VisitNH.gov and NHStateParks.org, search tools to reflect modern search technologies and usability trends.</p> <p>SilverTech will develop a search suggestion engine to present the user with preemptive suggestions based on their keystrokes.</p> <p>The engine will provide synonym and misspelling logic as well to assist users.</p> <p>Search results may be sorted, pinned, and tagged by the DTTD administrator, and pages which they do not want displayed in the results may be hidden.</p> <p>Analytics tracking will be enabled to allow DTTD to view terms and phrases which have been searched on, to assist with future content generation.</p>	Software	06/30/14
	<p>47 SilverTech will upgrade the social hubs for VisitNH.gov and NHStateParks.org to centralize all social media channels in one location.</p> <p>The hub will include feeds and approved content from Facebook, Twitter, YouTube, Instagram, and Pinterest.</p> <p>All feeds will be cached locally on the server to prevent any page errors should one of the</p>	Software	06/30/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

	<p>social channels go down or experience network connectivity issues.</p> <p>Users will be able to view and interact with all of our social content, but should they wish to comment or submit an entry of their own, they would be redirected to the selected social channel to do so there.</p> <p>DRED will have the ability to add new social media channels as they become available, and APIs are provided.</p>		
48	<p>SilverTech will enhance VisitNH with an organic search engine optimization campaign to assist in driving free traffic to the website.</p> <p>SilverTech will assist DTTD on an ongoing basis with reworking the site content to reflect Google and Bing's always evolving indexing algorithms.</p> <p>SilverTech will perform adjustments on an ongoing basis to asset size and file loading logic to optimize site speed, a key factor in modern day search engine ranking.</p> <p>Additional services which will be performed in an ongoing fashion by SilverTech based on best practices at the time, will include CDN delivery, inbound linking, and information architecture optimization.</p>	Content and Software	(Ongoing) Begins on 06/02/14
49	<p>SilverTech will complete monthly website enhancements for NHWorks.org and NHJobTrainingFund.org based on collected website analytics data, and the business requirements of the division.</p>	Content and Software	(Ongoing) Begins on 03/01/14
50	<p>SilverTech will upgrade the current NHWorks.org, search tools to reflect modern search technologies and usability trends.</p> <p>SilverTech will develop a search suggestion engine to present the user with preemptive suggestions based on their keystrokes.</p> <p>The engine will provide synonym and misspelling logic as well to assist users.</p> <p>Search results may be sorted, pinned, and tagged by the NHWorks administrator, and pages which they do not want displayed in the results may be hidden.</p>	Software	06/30/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

		Analytics tracking will be enabled to allow DTTD to view terms and phrases which have been searched on, to assist with future content generation.		
	51	Website Design Enhancements as requested by OWO	Software	05/01/14
	52	Implementation of automated password management functionality.	Software	4/30/2014
	53	Implement future enhancements as requested in accordance with section 8 change requests.	Content and Software	TBD

Exhibit B of the Agreement is hereby amended as follows:

<b>Contract # 2011-052 Exhibit B</b>	<b>AMENDED TEXT</b>							
<b>Section 1</b>	<p>Add: Section 1.2: Not to Exceed:</p> <p style="text-align: center;"><b>1.2 Not to Exceed</b></p> <p>This Contract Amendment between the State of New Hampshire, Department of Resources &amp; Economic Development and SilverTech, Inc. is an agreement to provide a DRED associated Services for a Not to Exceed (NTE) price of \$392,500.00 This Contract shall allow SilverTech, Inc. to invoice the State for all charges by SilverTech, Inc. under this Contract for the DRED Web Sites and Services in accord with the schedule in the tables below:</p>							
<b>Section 1: Table 1</b>	<p>Add the following to Table 1: <i>Activity, Deliverable, or Milestone Price and Payment Schedule:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">40</td> <td style="width: 60%;"> <p>SilverTech will enhance the VisitNH.gov and NHStateParks.org websites to display in a responsive nature, allowing for an optimal user experience across mobile, tablet, and desktop devices.</p> <p>We will begin by upgrading the website's user interface to fit within a responsive grid. The HTML and cascading style sheets will be modified to dynamically adjust the site based on the type of device accessing the content at the moment.</p> <p>Actions which will be taken by the website based on device access will</p> </td> <td style="width: 15%; text-align: center;">March 2014</td> <td style="width: 15%; text-align: center;">\$20,000.00</td> </tr> </table>				40	<p>SilverTech will enhance the VisitNH.gov and NHStateParks.org websites to display in a responsive nature, allowing for an optimal user experience across mobile, tablet, and desktop devices.</p> <p>We will begin by upgrading the website's user interface to fit within a responsive grid. The HTML and cascading style sheets will be modified to dynamically adjust the site based on the type of device accessing the content at the moment.</p> <p>Actions which will be taken by the website based on device access will</p>	March 2014	\$20,000.00
40	<p>SilverTech will enhance the VisitNH.gov and NHStateParks.org websites to display in a responsive nature, allowing for an optimal user experience across mobile, tablet, and desktop devices.</p> <p>We will begin by upgrading the website's user interface to fit within a responsive grid. The HTML and cascading style sheets will be modified to dynamically adjust the site based on the type of device accessing the content at the moment.</p> <p>Actions which will be taken by the website based on device access will</p>	March 2014	\$20,000.00					

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

		<p>be:</p> <ul style="list-style-type: none"> <li>• Scale all photos dynamically</li> <li>• Scale all calls to action dynamically</li> <li>• Scale all tables and search tools dynamically</li> <li>• Hide and display certain navigation from the desktop view which does not apply to the tablet and mobile views</li> <li>• Adjust property listing details and pagination dynamically</li> <li>• Adjust guidebook request and email signup forms dynamically</li> <li>• Adjust all website advertising dynamically</li> </ul> <p>For this deliverable, SilverTech will create all of the elements and modules in the bullets above in preparation for integration defined in item #42.</p>		
	41	<p>SilverTech will enhance the website content and navigation to optimize the user experience to align with modern day browsing habits.</p> <p>This includes, but may not be limited to:</p> <ul style="list-style-type: none"> <li>• Breaking up the content into smaller more digestible pieces.</li> <li>• Allowing multiple entry/access paths based upon the audience types.</li> <li>• Enhance the website navigation to allow for easier use on touch screen devices such as tablets and mobile phones.</li> <li>• Update navigation to mimic the modern labeling and organizations schemes. This may include, but not be limited to grouping similar</li> </ul>	April 2014	\$25,000.00

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

		<p>“community” and “action” navigational items together in a toolbox manner, while presenting content heavy and information navigation elements in a more standard format.</p>		
	42	<p>SilverTech will integrate all of the bullets described in item #40, into the VisitNH.gov and NHStateParks.org websites.</p>	May 2014	\$20,000.00
	43	<p>SilverTech will enhance the itineraries section of the VisitNH.gov and NHStateParks.org websites to provide the visitor with a more interactive experience.</p> <p>The current PDF itineraries will be replaced with immersive database driven, web based itineraries.</p> <p>Visitors will be able to “visit” each step of the itinerary via audio clips such as podcasts, video clips such as virtual tours and testimonials, and dynamic photo galleries. All content will be displayed in a slide show fashion to allow for optimal viewing across all devices.</p> <p>Additionally users will be able to send the itinerary map to their smart phone or tablet for offline use.</p> <p>Social sharing will be enabled to help promote user engagement. Users will be able to tag and share audio, video, and images across their social networks as well as via email.</p> <p>SilverTech will provide the CMS capabilities needed for the DRED content editors to post text alternatives to all multimedia uploaded to the new itineraries in compliance with section 508 guidelines.</p>	June 2014	\$20,000.00

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

	44	<p>SilverTech will enhance the database driven events calendar to feature more extensive listings and follow modern design trends for an optimal user experience.</p> <p>The listings will include the option for a photograph, as well as a map of surrounding lodging, dining, and attraction venues to help promote additional venues. All mapping will be done via Google maps and suggesting listings will be access via the VisitNH data engine.</p> <p>The user will be able to turn on and off venue categories via filtering checkboxes. The listings will also feature “you may also like” suggestions for similarly categorized events.</p> <p>The events would be sharable via the users’ social channels, with the option to send to their mobile device should they be browsing the site on their PC.</p> <p>If the user is accessing the site via a mobile device such as a smart phone, the site will utilize their GPS coordinates to showcase events within the local area.</p>	June 2014	\$6,000.00
	45	<p>SilverTech will enhance VisitNH.gov with unique international sections for French, German, and Japanese speaking visitors of up to 5 pages in size.</p> <p>The website will dynamically detect the location and browser language of the visitor, and present to them content provided by the DRED content editors.</p> <p>All photos and graphics will be dynamically driven as well to present the user with imagery applicable to activities typically performed by international travelers.</p> <p>These international pages will also</p>	June 2014	\$9,000.00

*YS*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

		be developed using advanced tracking mechanisms to assist with reporting and analytics of our international advertising efforts.		
	46	<p>SilverTech will upgrade the current VisitNH.gov and NHStateParks.org, search tools to reflect modern search technologies and usability trends.</p> <p>SilverTech will develop a search suggestion engine to present the user with preemptive suggestions based on their keystrokes.</p> <p>The engine will provide synonym and misspelling logic as well to assist users.</p> <p>Search results may be sorted, pinned, and tagged by the DTTD administrator, and pages which they do not want displayed in the results may be hidden.</p> <p>Analytics tracking will be enabled to allow DTTD to view terms and phrases which have been searched on, to assist with future content generation.</p>	June 2014	\$7,000.00
	47	<p>SilverTech will upgrade the social hubs for VisitNH.gov and NHStateParks.org to centralize all social media channels in one location.</p> <p>The hub will include feeds and approved content from Facebook, Twitter, YouTube, Instagram, and Pinterest.</p> <p>All feeds will be cached locally on the server to prevent any page errors should one of the social channels go down or experience network connectivity issues.</p> <p>Users will be able to view and interact with all of our social content, but should they wish to comment or submit an entry of their own, they would be redirected</p>	June 2014	\$5,500.00

*YS*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

		to the selected social channel to do so there.  DRED will have the ability to add new social media channels as they become available, and APIs are provided.		
	48	SilverTech will enhance VisitNH with an organic search engine optimization campaign to assist in driving free traffic to the website.  SilverTech will assist DTTD on an ongoing basis with reworking the site content to reflect Google and Bing's always evolving indexing algorithms.  SilverTech will perform adjustments on an ongoing basis to asset size and file loading logic to optimize site speed, a key factor in modern day search engine ranking.  Additional services which will be performed in an ongoing fashion by SilverTech based on best practices at the time, will include CDN delivery, inbound linking, and information architecture optimization.	(Ongoing) Begins June 2014	\$1,000.00/MO for 24 Months
	49	SilverTech will complete monthly website enhancements for NHWorks.org and NHJobTrainingFund.org based on collected website analytics data, and the business requirements of the division.	(Ongoing) Begins March 2014	Up to \$16,000.00 (billing monthly based on actual hours used and 4,000 per funding source)
	50	SilverTech will upgrade the current NHWorks.org, search tools to reflect modern search technologies and usability trends.  SilverTech will develop a search suggestion engine to present the user with preemptive suggestions based on their keystrokes.  The engine will provide synonym and misspelling logic as well to assist users.	June 2014	\$3,500.00

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

		Search results may be sorted, pinned, and tagged by the NHWorks administrator, and pages which they do not want displayed in the results may be hidden.  Analytics tracking will be enabled to allow DTTD to view terms and phrases which have been searched on, to assist with future content generation.		
	51	Website Design Enhancements as requested by OWO	May 2014	\$20,000.00
	52	Implementation of automated password management functionality	April 2014	
	53	Implement future enhancements as requested in accordance with section 8 change requests.	TBD	128,500.00
		Total		\$304,500.00
<b>24Section 2</b>	Delete Section 2: <i>Total Contract Price</i> and Replace with:  <b>3. TOTAL CONTRACT PRICE</b> Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments by the State exceed \$392,500.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to SilverTech for all fees and expenses, of whatever nature, incurred by SilverTech in the performance hereof.  The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.			

Exhibit E: *Implementation Services* of the Agreement is hereby amended as follows:

<b>Contract # 2011-052 Exhibit E</b>	<b>AMENDED TEXT</b>
--	---------------------

Initial all pages  
SilverTech Initials 

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

<p><b>Section 1.1.2</b></p>	<p>Add to the following section: Section 1.1.2: <i>Component II: Future Enhancements, Design and Building</i></p> <p><b>DESIGN:</b></p> <p>Based on analytics data collected over the past year, and taking into account current and future user browsing habits, SilverTech will enhance the VisitNH.gov and NHStateParks.org websites to be responsive in nature.</p> <p>This will allow for content and other assets to expand and collapse as needed for an optimal user experience across all devices such as smart phones, tablets, and traditional desktop computers.</p> <p>SilverTech shall prepare and deliver Usability Wireframe Documents that shall illustrate the proposed structure of the web site and clearly depict how users can quickly and easily locate the information they seek.</p> <p>SilverTech shall prepare a document defining the web site information architecture based upon organization systems, labeling systems, navigation systems, and searching systems. The plan shall also include an evaluation of existing content and specify the requirements for new content for the web site.</p> <p>Through the use of prototyping, SilverTech will walk DTTD through the responsive upgrade before applying it to the current VisitNH.gov and NHStateParks.org websites.</p> <p><b>BUILDING:</b></p> <p>SilverTech will incorporate the enhanced responsive UI into the VisitNH.gov and NHStateParks.org websites.</p> <p>The SilverTech production team will development the individual web site pages in accordance with the specifications in Section H: <i>Mandatory Requirements</i>. Review and acceptance of the web site pages shall be in accordance with Contract Section 5: Contract Deliverables.</p>					
<p><b>Contract # 2011-052 Exhibit H</b></p>	<p>AMENDED TEXT</p>					
<p><b>H-30</b></p>	<p><b>Delete H-30:</b></p> <table border="1" data-bbox="397 1522 1453 1768"> <tr> <td data-bbox="397 1522 527 1768"> <p><b>H-30</b></p> </td> <td data-bbox="532 1522 1039 1768"> <p>Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the SilverTech shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).</p> </td> <td data-bbox="1044 1522 1144 1768"> <p><b>M</b></p> </td> <td data-bbox="1149 1522 1258 1768"> <p><b>I</b></p> </td> <td data-bbox="1263 1522 1453 1768"> <p>SilverTech will adhere to this policy.</p> </td> </tr> </table>	<p><b>H-30</b></p>	<p>Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the SilverTech shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).</p>	<p><b>M</b></p>	<p><b>I</b></p>	<p>SilverTech will adhere to this policy.</p>
<p><b>H-30</b></p>	<p>Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the SilverTech shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).</p>	<p><b>M</b></p>	<p><b>I</b></p>	<p>SilverTech will adhere to this policy.</p>		

Initial all pages  
SilverTech Initials YS

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B**

<b>Security Requirements</b> S-7	<b>Delete S-7</b>				
	S-7	Expire passwords after 45 days.	M	I	SilverTech will expire passwords after 45 days.
<b>Security Requirements</b> S-23	<b>Add S-23</b>				
	S-23	Password management to allow user self-service to automatically change their own password at any time as well as when the password age date has been met with the State Standard being 90 days.	M	I	SilverTech will adhere to this requirement.
<b>Hosting Requirements Service Level Agreement</b> H-52	<b>Delete H-52:</b>				
	H-52	SilverTech shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	I	SilverTech will adhere to this requirement.
	<b>Replace with:</b>				
	H-52	SilverTech shall provide the State with a personal secure SFTP site to be used for uploading and downloading bulk files to VisitNH and NH State Parks sites only. SFTP will be only 1 users approved by DTTD and only from inside the DRED offices.	M	I	SilverTech will adhere to this requirement.
<b>Section 4.4 Schedule Maintenance</b>	<b>Delete 4.4:</b>				
	<b>4.4 Scheduled Maintenance</b> Any regularly scheduled maintenance will be performed during the hours of 23:00 EST and 05:00 EST, which are typically periods of low usage. SilverTech will secure formal approval from the DRED Project Managers prior to these maintenance activities.				
	<b>Replace With:</b> <b>4.4 Scheduled Maintenance</b> Any regularly scheduled maintenance will be performed during the hours of 23:00 EST and 05:00 EST, which are typically periods of low usage. SilverTech with the exception of emergency patches, will secure formal approval from the DRED Project Managers prior to these maintenance activities, In the case of emergency security patches, Silvertech will notify DRED that this work is being done for security purposes.				



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B

**Table 4 Contract 2011-052- New Hampshire DRED Web Site Contract Amendment Descriptions**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDEMENT TYPE</b>	<b>EFFECTIVE DATE</b>	<b>CONTRACT AMOUNT</b>
Contract #2011-052	Original Contract	December 14, 2011	\$48,000.00
Amendment #A	First Amendment (A)	Upon G&C Approval	\$40,000.00
Amendment #B	Second Amendment (B)	Upon G&C Approval	\$304,500.00
	<b>CONTRACT TOTAL</b>		\$392,500.00



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT B

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

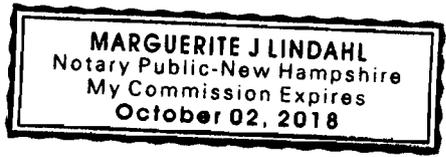
[Signature] Date: 3/13/14  
Yuvraj Soggu, President  
SilverTech, Inc.

Corporate Signature Notarized:  
STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 13<sup>th</sup> day of MARCH, 2014 before me,  
[Signature], the undersigned Officer Yuvraj Soggu,  
personally appeared and acknowledged her/himself to be the PRESIDENT  
of SilverTech, Inc, a corporation, and that she/he, as such  
[Signature] being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Yuvraj Soggu.

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

[Signature]  
Notary Public/Justice of the Peace  
My Commission Expires: 10/02/18  
(SEAL)



[Signature]  
Jeffrey Rose, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development

Date: 3/17/14

Approved by the Attorney General (Form, Substance and Execution)

[Signature]  
State of New Hampshire, Department of Justice

Date: 3/17/14

Initial all pages  
SilverTech Initials YS

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SilverTech, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 2, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of March, A.D. 2014

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

William M. Gardner  
Secretary of State

**CONSENT TO ACTION TAKEN BY THE DIRECTOR OF  
SilverTech, Inc.**

The undersigned director hereby consents to and ratifies the actions taken as set forth below:

**RESOLVED:** That the Director authorizes the Corporation to file a proposal for website host, maintenance, enhancements, and support of the DRED websites for the State of New Hampshire, Office of Information Technology, in response to STATE OF NEW HAMPSHIRE DRED, 2011-052 NEW HAMPSHIRE DRED WEB SITE CONTRACT.

**RESOLVED:** That the President or any of the Officers of the Corporation be and hereby are authorized and directed for and on behalf of this Corporation to enter into a contract resulting from 2011-052 NEW HAMPSHIRE DRED WEB SITE CONTRACT with the State of New Hampshire and to take any and all such actions and to execute, 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) that they deem necessary, desirable or appropriate to accomplish the same; and

**RESOLVED:** That the signature of any Officer of this Corporation affixed to any instrument of document in or contemplated by these resolutions shall be conclusive evidence of the authority of the Officer to bind this Corporation thereby.

**RESOLVED:** Yuvraj S. Soggu had authority on March 14, 2014 to bind SilverTech, Inc. in the contract with State of New Hampshire DRED and that the authority has not been amended or repealed since this resolution.

The signing of this Consent by the undersigned director shall constitute full ratification of the action taken as set forth in the foregoing resolutions.

Consent dated: March 14, 2014

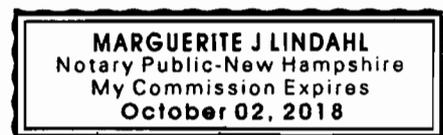
  
\_\_\_\_\_  
Yuvraj S. Soggu  
Director

**Statement of Notary**

State of New Hampshire, County of Hillsborough

The consent to this request was subscribed and sworn to before me on this 14<sup>th</sup> day of March, 2014 by Yuvraj Soggu proved to me on the basis of satisfactory evidence to be the person who appeared before me, who affirmed that such consent represents his/her free and voluntary act.

Notary Public Marguerite Lindahl  
Print Name Marguerite Lindahl  
My commission expires 10/2/18





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/13/2014

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

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

<b>PRODUCER</b> Richard Lombardi 1837 Elm Street StateFarm Manchester, NH 03104 	<b>CONTACT NAME:</b> Dick Lombardi <b>PHONE (A/C, No, Ext):</b> (603) 623-4675 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SilverTech Inc 196 Bridge Street Manchester, New Hampshire 03104	<b>INSURER A:</b> State Farm Fire and Casualty Company <b>NAIC #:</b> 25143	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	94-BM-3765-5 F	06/06/2013	06/06/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Business Property Cov \$ 410,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		<input checked="" type="checkbox"/>	94-BT-5062-3	11/17/2013	11/17/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	N/A			WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  State Of New Hampshire- DRED	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

*FY12 - FY16* *12/11*

*Approved 12/14/11*

GEORGE M. BALD  
 Commissioner

603-271-2665  
 FAX: 603-271-6870

TRAVEL GUIDE: 800-386-4664

WEBSITE: [www.visitnh.gov](http://www.visitnh.gov)

E-MAIL: [travel@dred.state.nh.us](mailto:travel@dred.state.nh.us)

LORI HARNOIS  
 Director

November 28, 2011

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development (DRED) to enter into a contract with SilverTech, Inc. (VC #117504), Manchester, NH, in an amount not to exceed \$48,000 for DRED web site hosting, maintenance, support and enhancements during a five-year period upon Governor and Executive Council approval through June 30, 2016 with the option to renew for one two-year period upon consent of both parties and approval by the Governor and Executive Council. 94% General Funds, 3% Federal Funds, 3% Other Funds

Funding is available in accounts titled, Workforce Opportunity Council and Job Training Program, for Fiscal Year 2012, and in Travel - Tourism Dev. Fund, for Fiscal Years 2012 and 2013 and pending budget approval for Fiscal Years 2014, 2015 and 2016, as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

		<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>
03-35-35-350510-53360000-069-500567	Promo - Marketing	\$1,500				
03-35-35-350510-54200000-069-500567	Promo - Marketing	\$1,500				
03-35-35-352010-58740000-069-500567	Promo - Marketing	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000

**EXPLANATION**

DRED issued a Request for Proposal (RFP) 2011-052, approved by the Office of Information Technology, to host, maintain, support and provide future enhancements to DRED web sites and databases. The RFP included all DRED web sites (excluding Cannon Mountain) in a consolidated information and features format allowing a consumer to have access to navigate to all DRED information, regardless of the portal entered. The efficiencies of this combined effort will continue to strengthen a common brand as it is updated and refreshed. Our goal is to collectively advance the marketing capabilities of each division through new and future technologies. This contract will also transfer the Office of Workforce Opportunities' web site to become an integral part of the current DRED web sites.

Two proposals were received in response to the RFP, SilverTech, Inc. and Vodaphone International Services, LLC. The DRED Marketing committee (marketing committee members from each division) and our Department of Information Technology representative reviewed the proposals. Vodaphone International Services' proposal was disqualified as they did not meet the requirements of the RFP and their proposal was incomplete. SilverTech was selected for the firm fixed price of \$48,000 for a five-year contract period with additional enhancements added as amendments to the existing contract.

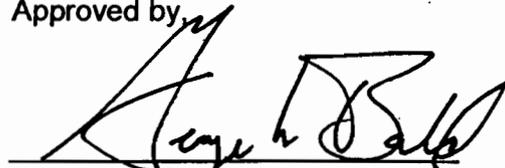
The Department of Information Technology has approved this contract and a copy of their letter is attached for your information. The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Submitted by,



Lori Harnois, Director  
Director ~ Travel and Tourism Development

Approved by,



George M. Bald  
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

S. William Rogers  
Commissioner

November 28, 2011

George M. Bald, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856

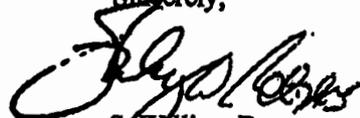
Dear Commissioner Bald:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with SilverTech, Inc. of Manchester, NH, as described below and referenced as DoIT No. 2011-052.

This is a request for approval to enter into a contract with SilverTech for DRED web site hosting, maintenance, support, and future enhancements for a five-year period upon approval of the Governor and Executive Council through June 30, 2016. This project includes all DRED websites, excluding Cannon Mountain. The amount of the contract shall not exceed \$48,000.

A copy of this letter should accompany the Department of Resources and Economic Development's submission to Governor and Executive Council for approval.

Sincerely,



S. William Rogers

SWR/itm  
DoIT 2011-052

cc: Lori Harnois, Director, DRED, Division of Travel and Tourism Development  
Nicole Warren, IT Lead, Department of Information Technology  
Leslie Mason, IT Manager, Department of Information Technology



Subject: WEB SITE HOSTING, MAINTENANCE AND SUPPORT

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 RESOURCES & ECONOMIC DEVELOPMENT		1.2 State Agency Address 172 PEMBROKE RD, PO BOX 1856, CONCORD NH 03302	
1.3 Contractor Name SILVERTECH, INC.		1.4 Contractor Address 196 BRIDGE STREET, MANCHESTER, NH 03104	
1.5 Contractor Phone Number 603-669-6600	1.6 Account Number 035-5874,5336,5420-500567	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$48,000
1.9 Contracting Officer for State Agency George M. Bald, Commissioner		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Yuvraj Soggu, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> <u>11/28/11</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily oven 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]		MARGUERITE J. LINDAHL Notary Public-New Hampshire My Commission Expires September 17, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace Marguerite J. Lindahl, Office Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George M. Bald, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Lisa M. Eglison</u> On: <u>11/30/11</u>			
1.18 Approval by the Governor and Executive Council 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, 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 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. 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.

Contractor Initials NS  
Date 11/28/14

**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.

**DATA/ACCESS/CONFIDENTIALITY/RESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

**13. INDEMNIFICATION.** 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 \$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

Contractor Initials *NS*  
Date *11/25/11*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEBSITES  
 CONTRACT 2011-052  
 CONTRACT AGREEMENT-PART 2

TABLE OF CONTENTS

**TERMS AND DEFINITIONS ..... 3**

**1. CONTRACT DOCUMENTS..... 10**

    1.1 CONTRACT DOCUMENTS ..... 10

    1.2 ORDER OF PRECEDENCE ..... 10

    1.3 CONTRACT TERM..... 11

**2. COMPENSATION ..... 11**

    2.1 CONTRACT PRICE ..... 11

    2.2 NON-EXCLUSIVE, FIRM FIXED PRICE CONTRACT ..... 11

**3. CONTRACT MANAGEMENT..... 12**

    3.1 SILVERTECH CONTRACT MANAGER ..... 12

    3.2 SILVERTECH PROJECT MANAGER..... 12

    3.3 SILVERTECH KEY PROJECT STAFF..... 13

    3.4 STATE CONTRACT MANAGER ..... 14

    3.5 STATE PROJECT MANAGER ..... 14

    3.6 REFERENCE AND BACKGROUND CHECKS ..... 15

**4. DELIVERABLES ..... 15**

    4.1 VENDOR RESPONSIBILITIES ..... 15

    4.2 DELIVERABLES AND SERVICES ..... 15

    4.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE ..... 15

    4.4 SECURITY ..... 16

**5. WARRANTY..... 16**

**6. SERVICES..... 16**

    6.1 ADMINISTRATIVE SERVICES..... 16

    6.2 IMPLEMENTATION SERVICES..... 16

    6.3 TESTING SERVICES ..... 16

    6.4 TRAINING SERVICES..... 16

    6.5 MAINTENANCE AND SUPPORT SERVICES ..... 17

**7. WORK PLAN DELIVERABLE..... 17**

**8. CHANGE ORDERS ..... 17**

    9.1 STATE’S BUSINESS..... 18

    9.2 SILVERTECH’S MATERIALS..... 18

    9.3 STATE WEBSITE COPYRIGHT..... 19

    9.4 SURVIVAL ..... 19

**10. USE OF STATE’S INFORMATION, CONFIDENTIALITY..... 19**

    10.1 USE OF STATE’S INFORMATION ..... 19

    10.2 STATE CONFIDENTIAL INFORMATION ..... 19

    10.3 SILVERTECH CONFIDENTIAL INFORMATION ..... 20

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT-PART 2**

10.4 SURVIVAL.....	20
11. LIMITATION OF LIABILITY.....	21
12. TERMINATION.....	22
13. CHANGE OF OWNERSHIP.....	24
14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.....	24
15. DISPUTE RESOLUTION.....	25
16. GENERAL PROVISIONS.....	26
16.1 TRAVEL EXPENSES.....	26
16.2 SHIPPING AND DELIVERY FEE EXEMPTION.....	26
16.3 ACCESS/COOPERATION.....	26
16.4 REQUIRED WORK PROCEDURES.....	26
16.5 FORCE MAJEURE.....	26
16.6 INSURANCE.....	26
16.7 EXHIBITS.....	27
16.8 VENUE AND JURISDICTION.....	27
16.9 SURVIVAL.....	27
16.10 WORK FOR HIRE.....	18

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT-PART 2**

**TERMS AND DEFINITIONS**

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

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

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEBSITES  
 CONTRACT 2011-052  
 CONTRACT AGREEMENT-PART 2

	but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contracted Vendor</b>	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new System
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>DED</b>	Division of Economic Development
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency – Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p>

**ST. E OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT-PART 2**

	Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>DRED</b>	Department of Resources and Economic Development
<b>DTTD</b>	Division of Travel and Tourism Development
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>F&amp;L</b>	Division of Forests and Lands
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and

2011-052 COTS Contract Agreement-Part 2

Initial All Pages:

SilverTech initials: NS

11/29/2011

Page 5 of 27

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT-PART 2**

	technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>OWO</b>	Office of Workforce Opportunity
<b>Parks</b>	Division of Parks and Recreation
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEBSITES  
 CONTRACT 2011-052  
 CONTRACT AGREEMENT-PART 2

	quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. Vendor allows use of application.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT-PART 2**

	and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Dept of Resources & Economic Development - DTTD 172 Pembroke Road Concord, NH 03302 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through expiration.
<b>Transition Services</b>	Services and support provided when the contracted vendor is

**ST. E OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT-PART 2**

	supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT-PART 2**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the Department of Resources & Economic Development ("State"), and SilverTech, a Corporation, having its principal place of business at 196 Bridge St, Manchester, NH 03104 for website host maintenance, support of DRED websites, transferring of Office of Workforce Opportunity (OWO) websites to be housed with the DRED websites and the development of a content management system for the OWO website.

**RECITALS**

The State desires to have SilverTech provide these services for the Department of Resources & Economic Development.

SilverTech wishes to provide a these Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A - Contract Deliverables
  - Exhibit B - Price and Payment Schedule
  - Exhibit C - Special Provisions
  - Exhibit D - Administrative Services
  - Exhibit E - Implementation Services
  - Exhibit F - Testing Services
  - Exhibit G - Maintenance and Support Services
  - Exhibit H - Requirements- Contractor Responses
  - Exhibit I - Work Plan
  - Exhibit J - Software License and related Terms
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L - Training Services
  - Exhibit M - Agency RFP with Addendums, by reference
  - Exhibit N - Contractor Proposal, by reference
  - Exhibit O - Certificates and Attachments

**1.2 Order of Precedence**

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

ST. E OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT-PART 2

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1*
- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, DRED Contract 2012-052.
- d. RFP 2012-052 NH DRED Websites RFP, dated March 4, 2011, with addendum 1 incorporated; then
- e. The SilverTech Proposal, dated April 26, 2011.

### 1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2016. The Term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2018.

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

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

**Time is of the essence in the performance of SilverTech's obligations under the Contract.**

## 2. COMPENSATION

### 2.1 Contract Price

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

### 2.2 Non-Exclusive, Firm Fixed Price Contract

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

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

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT-PART 2

delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of SilverTech.

**3. CONTRACT MANAGEMENT**

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

**3.1 SilverTech Contract Manager**

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

William Storace  
Creative Director  
196 Bridge Street, Manchester, NH 03104  
Tel: 603.669.6600  
Fax: 603.668.5771  
Email: william.storace@silverttech.com

**3.2 SilverTech Project Manager**

**3.2.1 Contract Project Manager**

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

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

**3.2.3** SilverTech shall not change its assignment of SilverTech Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SilverTech's Project Manager shall not be

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT-PART 2

unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than SilverTech Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. SilverTech shall assign a replacement SilverTech Project Manager within ten (10) business days of the departure of the prior SilverTech Project Manager, and SilverTech shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim SilverTech Project Manager.

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

3.2.5 The SilverTech Project Manager is:

William Storace  
Creative Director  
196 Bridge Street, Manchester, NH 03104  
Tel: 603.669.6600  
Fax: 603.668.5771  
Email: william.storace@silverttech.com

### 3.3 SilverTech Key Project Staff

3.3.1 SilverTech shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on SilverTech Key Project Staff. The State reserves the right to require removal or reassignment of SilverTech's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 SilverTech shall not change any SilverTech Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SilverTech Key Project Staff will not be unreasonably withheld. The replacement SilverTech Key Project Staff shall have comparable or greater skills than SilverTech Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT-PART 2

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

3.3.3.1 SilverTech Key Project Staff shall consist of the following individuals in the roles identified below:

**SilverTech's Key Project Staff:**

William Storace	Project Manager, Web Designer
Eric Esposito	IT/Hosting Manager & Database Development
Erin Presseau	Strategic Analysis & Research, Copywriter & Editor
Nick Soggu	Web Programming Lead

### 3.4 State Contract Manager

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

Amy Bassett  
DRED-DTTD  
172 Pembroke Road, Concord, NH 03301  
Tel: (603) 271-2665  
Fax: (603) 271-6870  
Email: amy.bassett@dred.state.nh.us

### 3.5 State Project Manager

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

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

The State Project Manager is:

Stacy Geisler  
DRED-DTTD  
172 Pembroke Road, Concord, NH 03301  
Tel: (603) 271-2665  
Fax: (603) 271-6870  
Email: [stacy.geisler@dred.state.nh.us](mailto:stacy.geisler@dred.state.nh.us)

STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT –PART 2

**3.6 Reference and Background Checks**

The State may, at its sole expense, conduct reference and background screening of the SilverTech Project Manager and SilverTech Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

**4. DELIVERABLES**

**4.1 Vendor Responsibilities**

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

SilverTech may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. SilverTech must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider SilverTech to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**4.2 Deliverables and Services**

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

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

**4.3 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from SilverTech that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: Contract Deliverables. The State will notify SilverTech in writing of its Acceptance or rejection of the Deliverable within 30 business days of the State's receipt of SilverTech's written Certification. If the State rejects the Deliverable, the State shall notify SilverTech of the nature and class of the Deficiency and SilverTech shall correct the Deficiency within the period identified in the Work Plan. If no period for SilverTech's correction of the Deliverable is identified, SilverTech shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify SilverTech of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If SilverTech fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require SilverTech to continue until the Deficiency is corrected, or

STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT –PART 2

immediately terminate the Contract, declare SilverTech in default, and pursue its remedies at law and in equity.

**4.4 Security**

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

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

**5. WARRANTY**

SilverTech shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

**6. SERVICES**

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

**6.1 Administrative Services**

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

**6.2 Implementation Services**

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

**6.3 Testing Services**

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

**6.4 Training Services**

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

STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT –PART 2

**6.5 Maintenance and Support Services**

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

**7. WORK PLAN DELIVERABLE**

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

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

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

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

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

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

**8. CHANGE ORDERS**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Resources & Economic Development**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT –PART 2**

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

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

**9. INTELLECTUAL PROPERTY**

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

**9.1 State's Data**

All rights, title and interest in State Data shall remain with the State.

**9.2 Work for Hire**

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

**9.3 SilverTech's Materials**

Subject to the provisions of this Contract, SilverTech may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, SilverTech shall not distribute any products containing or disclose any State Confidential Information. SilverTech shall be free to use its



STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT -PART 2

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

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

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

### 10.3 SilverTech Confidential Information

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

### 10.4 Survival

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

STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT –PART 2

**11. LIMITATION OF LIABILITY**

**11.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to SilverTech shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

**11.2 The Contractor**

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

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to SilverTech's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

**11.3 State's Immunity**

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

**11.4 Survival**

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract Conclusion.

STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT –PART 2

**12. TERMINATION**

This Section 12 shall survive the termination or Contract Conclusion.

**12.1 Termination for Default**

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide SilverTech written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If SilverTech fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving SilverTech notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give SilverTech a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to SilverTech during the period from the date of such notice until such time as the State determines that SilverTech has cured the Event of Default shall never be paid to SilverTech.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as Breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and SilverTech shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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



STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT -PART 2

- 12.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, SilverTech shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of SilverTech and in which the State has an interest;
  - d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
  - e. Provide written Certification to the State that SilverTech has surrendered to the State all said property.
  - f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**13. CHANGE OF OWNERSHIP**

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

**14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

- 14.1 SilverTech shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 14.2 SilverTech shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted

**STATE OF NEW HAMPSHIRE**  
**Department of Resources & Economic Development**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT –PART 2**

assignment, delegation, subcontract, or other transfer shall neither relieve SilverTech of any of its obligations under the Contract nor affect any remedies available to the State against SilverTech that may arise from any event of default of the provisions of the Contract. The State shall consider SilverTech to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14.3 Notwithstanding the foregoing, nothing herein shall prohibit SilverTech from assigning the Contract to the successor of all or substantially all of the assets or business of SilverTech provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that SilverTech should change ownership, as permitted under this Contract Agreement Part 2, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with SilverTech, its successors or assigns for the full remaining term of the Contract; continue under the Contract with SilverTech, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to SilverTech, its successors or assigns.

**15. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

William Storace	State Project Manager (PM)	5 Business Days
William Storace	State Project Management Team (PMT)	10 Business Days
Yuvraj (Nick) Soggu	Commissioner	15 Business Days

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

STATE OF NEW HAMPSHIRE  
Department of Resources & Economic Development  
NH DRED WEBSITES  
CONTRACT 2011-052  
CONTRACT AGREEMENT -PART 2

**16. GENERAL PROVISIONS**

**16.1 Travel Expenses**

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

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

**16.2 Shipping and Delivery Fee Exemption**

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

**16.3 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide SilverTech with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

**16.4 Required Work Procedures**

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

**16.5 Force Majeure**

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

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

**16.6 Insurance**

**16.6.1 SilverTech Insurance Requirement**

See Contract Agreement Part 1-Form P-37 Section 14.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources & Economic Development**  
**NH DRED WEBSITES**  
**CONTRACT 2011-052**  
**CONTRACT AGREEMENT -PART 2**

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

Department of Information Technology funded projects the Certificate Holder and address should be identified as:

State of New Hampshire-DRED  
Commissioner  
172 Pembroke Road, Concord, NH 03301

**16.7 Exhibits**

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

**16.8 Venue and Jurisdiction**

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

**16.9 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.



STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development- DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052- PART 3  
 EXHIBIT A  
 CONTRACT DELIVERABLES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

SilverTech shall provide the State with Services which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

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

**2.1 Implementation Schedule – Activities / Deliverables / Milestones**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Rehosting Component: Conduct Project Kickoff Meeting	Non-Software	1/3/12
2	Status Meetings	Non-Software	Weekly/bi-Weekly/Monthly
3	Project Work Plan	Written	1/3/12
4	Goals and Objectives Document	Written	1/3/12
5	Enable DRED personnel to update sites using content management system	Software	ongoing
6	Assume Support For All Pre-Existing Advertising	Non-Software	ongoing
7	Migrate and assume maintenance responsibility for OWO web sites	Non-Software	1/17/12
8	Enable OWO personnel to use existing content management application for updates	Software	1/17/12
9	Stress Testing and Tuning	Non-Software	1/17/12

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development- DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052- PART 3  
 EXHIBIT A  
 CONTRACT DELIVERABLES

10	<b>Support and Maintenance Component:</b> Maintenance and updates on DRED web site	Software	ongoing
11	Technical support for new DRED web site	Non-Software	ongoing
12	Copywriting as requested	Written	ongoing
13	<b>Redesign and Building Component:</b> Build sites specified in Work Plan	Software	11/17/12
14	Conversion and installation of existing site content to new site layout and organization	Software	11/17/12
15	Test, debug and implement in the hosting environment participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified	Software	11/17/12
16	Conduct research and requirements validation	Non-Software	11/17/12
17	Requirements analysis report	Written	11/17/12
18	Goals and objectives documents	Written	1/31/12
19	Conduct technical and information architecture review and develop plan	Non-Software	1/31/12
20	Information map and navigation plan	Written	1/31/12
21	Database architecture and Data dictionary	Written	2/29/12
22	Provide functioning in-bound and out-bound interfaces	Software	2/29/12
23	Provide content management application for OWO web site updates	Software	12/31/11
24	Train DRED OWO staff on content management system	Non-Software	3/5/12
25	Deployment of new DRED web sites		
26	Web site documentation	Written	3/5/12
27	<b>Future Enhancements:</b> Implement future enhancements as requested	Software	7/1/13-6/30/16

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development- DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052- PART 3  
 EXHIBIT A  
 CONTRACT DELIVERABLES

28	Conduct research and requirements validation	Non-Software	7/1/13-6/30/16
29	Requirements analysis report	Written	7/1/13-6/30/16
30	Goals and objectives document	Written	7/1/13-6/30/16
31	Conduct technical and information architecture review and develop plan	Non-Software	7/1/13-6/30/16
32	Information map and navigation plan	Written	7/1/13-6/30/16

**3. TRAINING DELIVERABLES**

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

**4. SOFTWARE LICENSES**

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DRED  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT B  
 PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$48,000 for the period between the Effective Date through June 30, 2016. SilverTech shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow SilverTech to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Rehosting Component: Conduct Project Kickoff Meeting	Non-Software	1/3/12	\$500/YR 1
2	Status Meetings	Non-Software	Weekly/bi-Weekly/Monthly	
3	Project Work Plan	Written	1/3/12	\$1,000/YR 1
4	Goals and Objectives Document	Written	1/3/12	\$1,000/YR 1
5	Enable DRED personnel to update sites using content management system	Software	ongoing	
6	Assume Support For All Pre-Existing Advertising	Non-Software	ongoing	\$2,000/YR 1
7	Migrate and assume maintenance responsibility for OWO web sites	Non-Software	11/15/11	
8	Enable OWO personnel to use existing content management application for updates	Software	ongoing	\$0.0
9	Stress Testing and Tuning	Non-Software	1/17/12	\$250/YR 1

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DRED  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT B  
 PRICE AND PAYMENT SCHEDULE

10	<b>Support and Maintenance Component:</b> Maintenance and updates on DRED web site	Software	ongoing	\$2,500.00/YR 1 \$10,000.00/YR2 \$10,000.00/YR 3 \$10,000.00/YR 4 \$10,000.00/YR 5
11	Technical support for new DRED web site	Non-Software	ongoing	
12	Copywriting as requested	Written	ongoing	
13	<b>Redesign and Building Component:</b> Build sites specified in Work Plan	Software		
14	Conversion and installation of existing site content to new site layout and organization	Software		
15	Test, debug and implement in the hosting environment participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified	Software		
16	Conduct research and requirements validation	Non-Software		
17	Requirements analysis report	Written		
18	Goals and objectives documents	Written		
19	Conduct technical and information architecture review and develop plan	Non-Software		
20	Information map and navigation plan	Written		
21	Database architecture and Data dictionary	Written		
22	Provide functioning in-bound and out-bound interfaces	Software		
23	Provide content management application for OWO web site updates	Software	1/18/12	3,000/YR 1 OWO
24	Train DRED OWO staff on content management system	Non-Software		
25	Deployment of new DRED web site	Non-Software		
26	Web site documentation	Written		
27	<b>Future Enhancements:</b> Implement future enhancements as requested	Software	7/1/13- 6/30/16	TBD

2011-052 Exhibit B-Price and Payment Schedule

Initial All Pages:

SilverTech Initials *NS*

Exhibit B

Page 5 of 64

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DRED**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

28	Conduct research and requirements validation	Non-Software	07/1/13-6/30/16	TBD
29	Requirements analysis report	Written	07/1/13-6/30/16	TBD
30	Goals and objectives document	Written	07/1/13-6/30/16	TBD
31	Conduct technical and information architecture review and develop plan	Non-Software	07/1/13-6/30/16	TBD
32	Information map and navigation plan	Written	07/1/13-6/30/16	TBD

Position Title	SFY 2012 7/1/2011-6/30/12	SFY 2013 7/1/2012-6/30/2013	SFY 2014 7/1/2013-6/30/2014	SFY 2015 7/1/2014-6/30/2015	SFY 2016 7/1/2015-6/30/2016
Project Management Strategy & Design	\$100	\$100	\$100	\$100	\$100
Development	\$100	\$100	\$100	\$100	\$100

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$48,000.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to SilverTech for all fees and expenses, of whatever nature, incurred by SilverTech in the performance hereof.

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

**3. INVOICING**

SilverTech shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. SilverTech shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DRED**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:  
Dept of Resources & Economic Development – DTTD  
PO Box 1856,  
Concord, NH 03302

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:  
SilverTech, Inc  
196 Bridge St,  
Manchester, NH 03104

**5. OVERPAYMENTS TO SilverTech**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

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

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DRED  
NH DRED WEB SITES  
CONTRACT 2011-052- PART 3  
EXHIBIT C  
SPECIAL PROVISIONS

**1. Special Provisions**

There are no special provisions

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEB SITES  
CONTRACT 2011-052- PART 3  
EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. STATE MEETINGS AND REPORTS**

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

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

- a. **Kickoff Meeting:** Participants will include the State and SilverTech Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the SilverTech Project Manager and the State Project Manager. These meetings will be conducted at least biweekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from SilverTech shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from SilverTech and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

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

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

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

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052- PART 3**  
**EXHIBIT D**  
**ADMINISTRATIVE SERVICES**

Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

**2. STATE-OWNED DOCUMENTS AND DATA**

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

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

SilverTech shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

SilverTech and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. SilverTech and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to SilverTech's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4. ACCOUNTING REQUIREMENTS**

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

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052- PART 3**  
**EXHIBIT D**  
**ADMINISTRATIVE SERVICES**

**5.WEB SITE ADDRESSES**

SilverTech shall be responsible for continuing to secure all web site URL's from the current domain registration company/companies on record.

**6.WORK HOURS**

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

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DRED  
NH DRED WEB SITES  
CONTRACT 2011-052-PART 3  
EXHIBIT E  
IMPLEMENTATION SERVICES

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

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

**1.1.1 COMPONENT I: Re-hosting NH DRED Web sites**

**Re – Hosting**

SilverTech shall continue to host the NH DRED web sites at their facility and provide DRED with both content and design development Services, as well as technical Services ensuring maximum uptime and acceptable web site response times. (*Exhibit G Maintenance and Support Services*)

- Project Management, including strategic consulting and research, Data analysis, document preparation, and resource management;
- Continued hosting of existing web sites, including verifying existing content management solution capabilities, database interfaces, and existing advertising are functional;
- Continued maintenance of existing sites until new web sites are ready for launch;
- Work plan for initial Project phases I-IV
- Online plan to document implementation strategies for Components I-V and beyond; and
- Hosting Services for DRED Web sites.

**Hosting of NH DRED Office of Workforce Opportunity Web sites**

- SilverTech will determine whether the existing Cold Fusion software run by the Office of Workforce Opportunity will be compatible with the Windows 2008 platform being utilized by the current DRED web sites. Because of the nature of Cold Fusion, compatibility issues as well as inherent security vulnerabilities may be present;
- If a dedicated server is purchased, it will be built using Cold Fusion, Microsoft Windows server, and SQL server. Hosting pricing will be the same;
- Once the best hosting environment is prepared for the Office of Workforce Opportunity, SilverTech will copy the web sites on their internal development servers. After this initial migration, SilverTech will enable all user permissions and CMS accessibilities. To verify these were set correctly, SilverTech will meet with the necessary OWO administrators to walk through the maintenance tools and capabilities;
- During staging, all migrated Office of Workforce Opportunity sites will be available at test domains on their internal development servers (i.e. <http://xyz.dred.silvertch.net>). SilverTech will make the web sites accessible via a secure login, giving OWO representatives the opportunity to thoroughly test the pre-existing functionalities on SilverTechs development servers prior to migration to a live web server environment. The in-depth testing from both SilverTech and OWO will not impact the current live web site;
- All errors will be logged and tracked by SilverTech via an online tracking system. The system will authorized OWO employees to view error repair status online as well as download electronic versions of the status reports for record keeping. Once these errors are addressed, the latest version of the database will be imported so that the Data is accurate;

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DRED  
NH DRED WEB SITES  
CONTRACT 2011-052-PART 3  
EXHIBIT E  
IMPLEMENTATION SERVICES

- The web sites will then be transferred to a live web server environment on the test domains. The web sites will undergo final testing to verify proper functioning on the collocated hardware;
- Once transferred to live hosting environment, SilverTech will set-up error tracking to assist in the identification of any broken pages or System errors; and
- The last round of testing by SilverTech and OWO will be performed as final verification that the web sites are functioning perfectly.

**1.1.2 COMPONENT II: Future Enhancements**

**Design**

- Project Management, including strategic consulting and research, marketing planning, Data analysis, architecture development, online branding, document preparation, and resource management;
- Strategic research, including agency understanding, demographics, information architecture, identify future goals, etc;
- Functional Specification, including wireframes, design document, etc;
- Technical Specification, including recommended platforms and technologies, hardware infrastructure, database architecture and dictionary, etc;
- Document management, including updates to work plan, etc;
- Central database development, conversion and migration of existing databases;
- Custom web site design compositions; and
- Hosting services for existing web sites.

**Building**

- Project Management, including strategic consulting and research, document preparation, and resource management;
- Front-end development, including cut-up of design, HTML programming, content mapping, and copy deployment;
- Planning and development of consolidated database;
- Systems integration to third-party systems;
- Data conversion and migration from existing systems;
- Solution testing, including internal, external, and User Acceptance Testing;
- Continued use of content management solution;
- Hosting services for existing web sites;
- Web site launches; and
- Finalized documentation, including best practices, content management solution administrator's quick reference sheet, interactive tool guide.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DRED**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT E**  
**IMPLEMENTATION SERVICES**

**Future Enhancements**

During this phase of the Project the SilerTech will work with DRED on redesigning and rebuilding the existing DRED web sites to stay on top of current web trends and styles. These enhancements will include, but not be limited to:

- Project Management, including strategic consulting and research, marketing planning, Data analysis, architecture development, online branding, document preparation, and resource management;
- Periodic site evaluations, including analysis and recommendations;
- Interactive maps;
- Forums and Blogs;
- Banner advertisement management;
- Mobile messaging;
- Multi-lingual capabilities;
- E-newsletter design and delivery capabilities; and
- Copywriting, as requested.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DRED**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT E**  
**IMPLEMENTATION SERVICES**

**1.2 Timeline**

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

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

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

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DRED**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT E**  
**IMPLEMENTATION SERVICES**

**2. IMPLEMENTATION METHODOLOGY**

SilverTech will use a standard methodology of implementation to ensure all critical issues are considered in a proper sequence with continuous cycle of:

- **Discovery;**
  - Discovery Meeting, Define Web site Goals, Define Audiences, Determine Measures of Success, Uncover Current Challenges.
- **Creating;**
  - Discovery Meeting, Define Web site Goals, Define Audiences, Determine Measures of Success, Uncover Current Challenges.
- **Building;**
  - Content Deployment, Automated Functionality, Deployment, Internal/External Testing, web site Launch.
- **Growing;**
  - Web site Analysis and Adjustments, Ongoing Strategy, Brand Development, Email Marketing, Drive Traffic, Custom Solutions.

Thereby exposing potential obstacles before they can affect the implementation. SilverTech's standard methodology shall be reviewed and approved by the State.

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEB SITES  
CONTRACT 2011-052-PART 3  
EXHIBIT E-1  
SECURITY AND INFRASTRUCTURE

**3. SECURITY**

SilverTech shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services.

All SilverTech's systems and code will be monitored internally by three (3) teams within SilverTech, the development team, the senior technician team, and the information technology team. SilverTechs infrastructure will continually being evaluated by third party penetration scans.

Security requirements are defined in Appendix C-2 of the response to the Request for Proposal. SilverTech shall provide to the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the appropriate confidentiality of the Data.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITE**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

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

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan.

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

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

**1.1 Test Planning and Preparation**

SilverTech will provide the State with a Testing Plan that will include identification, preparation, and electronic documentation of planned testing, requirements traceability matrix, test variants, and a bug tracking system.

As identified in the Test Plan and documented in accordance with the Project Work Plan and general contract documents, State testing will commence upon written notification from the SilverTech Project Manager that the internal testing is completed. This prerequisite internal testing will be executed by SilverTech resources during the Alpha round of testing, along with reporting the actual testing results, prior to the start of any testing by State staff. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results. Once the State has completed the initial round of testing, SilverTech will complete any and all reported errors that are within the scope of proposed deliverables. At completion of this initial State testing round, SilverTech will begin a Beta round of testing. Once complete, SilverTech will deliver the site to the State for a final round of testing by State staff.

**1.2 Unit Testing**

In Unit Testing, SilverTech shall test the separate NH DRED web sites on an individual basis to verify accuracy and timing.

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITE  
 CONTRACT 2011-052-PART 3  
 EXHIBIT F  
 TESTING SERVICES

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

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

	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
	For application modules, conversions and interfaces the SilverTech team will identify applicable test scripts and installation instructions, adapt them to the project specifics, test the process, and compare with the documented expected results.
	Unit Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and Data to conduct the test, the process for test execution, and the expected results.

### 1.3 User Acceptance Testing (UAT)

UAT begins upon completion of the web site as required and user training according to the Project Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The State will be presented with all testing results, as well as written certification that SilverTech has successfully completed the prerequisite tests, meeting the defined acceptance, and performance criteria. The State will commence testing within five (5) business days of receiving Certification from the SilverTech that the web site is complete, tested by SilverTech staff, and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the acceptance criteria specified and in the requirements defined in the SilverTech response. The State will conduct testing by reviewing the web site, including content, online applications, entering test Data, testing end user functionality, etc. This testing will be performed upon an exact copy of the web site in a Production Environment. This testing can also serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new web site, including administrative procedures (such as content management systems, administrative areas, etc.).

The results of the User Acceptance Testing provide evidence that the new System meets the User Acceptance criteria as defined in the Project Work Plan

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

	The System User Acceptance Testing verifies web site functionality
--	--

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITE  
 CONTRACT 2011-052-PART 3  
 EXHIBIT F  
 TESTING SERVICES

	against predefined Acceptance criteria that support the successful execution of approved web site applications and processes.
	<ul style="list-style-type: none"> <li>• Provide the State an acceptance Test Plan and list of areas needed for testing with test Data for the Acceptance test.</li> <li>• Monitor the execution of the tests and assist as needed during the User Acceptance Testing activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of web applications and/or systems for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> <li>• Execute the tests and conduct user Acceptance Testing activities.</li> <li>• Document and summarize acceptance test results.</li> <li>• Work jointly with SilverTech in determining the required actions for problem resolution.</li> <li>• Provide acceptance of the validated systems.</li> </ul>
	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new web sites meet the User Acceptance criteria defined in the Work Plan.

**1.4 Performance Tuning and Stress Testing**

SilverTech shall develop and document hardware and software configuration and tuning of NH DRED Web sites and enhancements. Performance testing will determine the stability of the web sites. SilverTech utilizes Microsoft's WCAT software as well as Apache Bench to perform performance testing and tuning. SilverTech will work with the DRED project manager on these results.

**1.4.1 Scope**

The scope of **Performance Testing** shall be to measure the System level metrics critical for the development of the NH DRED's Web site infrastructure and operation of the web sites in the production environment.

It will include the measurement of response rates of the web sites for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

**1.4.2 Test Types**

**Baseline Tests:** Baseline tests shall collect performance Data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEB SITE  
CONTRACT 2011-052-PART 3  
EXHIBIT F  
TESTING SERVICES

like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

#### 1.4.3 Tuning

Tuning will be SilverTech led and occur during both the development of the web sites and load testing. Tuning is the process whereby the web sites performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

#### 1.4.4 Implementing Performance and Stress Test

Performance and Stress test tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. SilverTech may use any Open Source product with the approval of State Team. Consideration must be give to licensing with respect to continued use for regression testing if tools, other than those which we are licensed for, are being recommended for this part of the Project.

### 1.5 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the SilverTech of the nature of the testing failure in writing. The SilverTech will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) SilverTech shall notify the State no later than five (5) business days from the SilverTech's receipt of written notice of the test failure when SilverTech expects the corrections to be completed and ready for retesting by the State. SilverTech will have up to five (5) business

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITE**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

days to make corrections to the problem unless specifically extended in writing by the State.

c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by SilverTech based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. validate that the change/update has been properly incorporated into the program; and
2. validate that there has been no unintended change to the other portions of the program.

d.) SilverTech will be expected to:

1. Create a set of test conditions, test cases, and test Data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test Data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

e.) SilverTech will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified web site to the users for retesting.

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

### 1.6 Security Review and Testing

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

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

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITE  
 CONTRACT 2011-052-PART 3  
 EXHIBIT F  
 TESTING SERVICES

Encryption	Supports the encoding of Data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

**1.7 Successful UAT Completion**

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

**1.8 System Acceptance**

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

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEB SITES  
CONTRACT 2011-052-PART 3  
EXHIBIT H  
PRIORITY RESPONSE  
SERVICES

**1. SYSTEM MAINTENANCE**

**1.1 SilverTech's Responsibility**

SilverTech will be responsible for maintaining the DRED Web site in accordance with the Contract Documents and the Specifications, including without limitation the requirements, terms, and conditions contained herein. SilverTech will not be responsible for maintenance or support for anything developed or modified by the State.

**1.1.1 Maintenance Releases**

SilverTech shall make available to the State the latest updates to the web site platform, content management system, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers.

**1.1.2 Maintenance Services**

Maintenance Services shall conform to Specifications defined in Exhibit K, Section 2: *Warranty Services*.

**1.1.3 Custom Software, Interfaces, and Patches**

All DRED Web site program updates, content management updates, general maintenance releases, selected functionality releases, patches, and Documentation released to the State and applied by SilverTech as needed to meet the requirements, shall support and be compatible with the SilverTech-developed Custom Software and interfaces.

**2. SYSTEM SUPPORT**

**2.1 SilverTech's Responsibility**

SilverTech will be responsible for performing technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

**2.2 System Support Levels**

**2.2.1 Class A Deficiencies Support**

For all Class A Deficiencies, SilverTech shall have available to the State on-call telephone assistance, with issue tracking available to the State (SilverTech extranet), twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**  
**SERVICES**

**2.2.2 Class B Deficiencies Support**

For all Class B Deficiencies, SilverTech shall provide support Services within four (4) business hours of a request with issue tracking available to the State (SilverTech extranet); and

**2.2.3 Class C Deficiencies Support**

For all Class C Deficiencies the State will notify SilverTech of such Deficiencies during regular business hours and SilverTech shall respond back within forty eight (48) hours of notification of planned corrective action. Issue tracking will also be available to the State (SilverTech extranet).

**2.3 Term**

SilverTech web site support and maintenance will commence with the Effective Date of the User Acceptance Testing Letter of Acceptance and will remain in effect until the termination of the Contract

**3. SUPPORT OBLIGATIONS AND TERM**

- 3.1 SilverTech shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 SilverTech shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, SilverTech shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 SilverTech must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If SilverTech fails to correct a Deficiency within the allotted period of time Stated above, SilverTech shall be deemed to have committed an Event of Default the State shall have the right, at its option, to pursue the remedies in Part 2 Section 12.0 Termination, as well as to return SilverTech's product and receive a refund for all amounts paid to SilverTech, including but not limited to, applicable license fees, within ninety (90) days of notification to SilverTech of the State's refund request

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**  
**SERVICES**

3.6 If SilverTech fails to correct a Deficiency within the allotted period of time Stated above, SilverTech shall be deemed to have committed an Event of Default, the State shall have the right, at its option, to pursue the remedies in Part 2 Section 12.0 Termination.

**4.0 HOSTING**

DREDS web sites will continue to be hosted under SilverTech's control, in addition to deployment of the two Office of Workforce Opportunity web sites.

For both activities, SilverTech will complete setup of hosting hardware and Software, ensure proper System performance, complete Acceptance Testing, and provide web traffic reporting.

**4.1 Hosting Equipment and Technical Resources**

SilverTech will maintain the following equipment and software platforms for the hosting of web sites related to this Contract:

- Dedicated Multi Core Xeon Dell PowerEdge Servers
- SonicWall Firewall Systems
- Microsoft Windows 2008
- Microsoft SQL Server 2008
- Microsoft .NET framework
- Slackware Linux (For any legacy Linux web sites and blogs)
- MySQL (For any legacy Linux web sites and blogs)
- PHP (For any legacy Linux web sites and blogs)

All SilverTech server hardware will utilize RAID as a first line of defense against Data loss and hardware failure. As a second line of defense, all web site and database Data will be backed up daily to a second web server located at SilverTech collocation facility in Waltham, Massachusetts. As a 3rd line of defense, copies of the web sites will be kept at the Manchester, New Hampshire location for the purposes of disaster recovery or geographical network failure.

The SilverTech network will be monitored 24x7 by SilverTech IT staff. All servers will be protected by Sonicwall Firewall systems, and remote access to the hardware is only granted to key SilverTech personnel from within SilverTech IP restricted network.

SilverTech will maintain and enforce strict password policies for all web based administration tools, ftp sites, and email systems. Password policies force length restrictions, the use of upper and lower case letters, numbers, and special characters.

The dedicated hardware utilized by the DRED family of web sites will be connected to a 100MB drop within SilverTech's secure cage, from where it then travels along the redundant SAVVIS tier 1 network.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**  
**SERVICES**

All SilverTech hardware will be connected to both battery backup systems and diesel generators to provide continued uptime in the event of a power failure at the SilverTech data center.

**4.2 Continued SilverTech Hosting of the DRED Web sites**

For this phase of the Project, SilverTech will maintain the current web hosting environment to provide continued support for the NH DRED web sites.

**4.3 Web site Traffic Reporting**

SilverTech will use both an off-the-shelf package, such as Urchin, as well as Google Analytics. Which will provide detailed statistics on a variety of elements, including unique visitors, page hits, number of unique visits per site, time spent on site(s), most frequently viewed pages, referrals, interest in specific pages of the site, a traffic overview, an activity overview, top keyword searches, etc.

Authorized State of NH DRED representatives will access web site reporting Software via a password-protected web portal. Screenshots of web site traffic reports will be provided upon request.

**4.4 Scheduled Maintenance**

Any regularly scheduled maintenance will be performed during the hours of 23:00 EST and 05:00 EST, which are typically periods of low usage. SilverTech will secure formal approval from the DRED Project Managers prior to these maintenance activities.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

**1.0 Mandatory Requirements Response**

Silver Technologies, Inc.'s written responses to the RFP Mandatory Requirements are detailed below and are the basis for the DRED Web Site functionality.

**Table H 1.1 General Requirements Responses**

Requirements are included in the solution without modification (I), with modification (M), or not at all (N).

M = Mandatory requirements

O = Optional requirements

REQ #	Requirement	M/O	I/M/N	Explain how your solution meets the requirements. Cite the page of your proposal
G-1	The SilverTech shall participate in an initial kick-off meeting to initiate the Project	M	I	SilverTech will work with key DRED staff to schedule a kick-off meeting for this Project. During the kick-off meeting, DRED stakeholders will be introduced to each SilverTech resource, as well as participate in a general Project Review, including timelines and assigned tasks.
G-2	SilverTech shall provide Project Staff as specified in the RFP.	M	I	SilverTech has selected a Project Team to support the activities as defined in this Contract.
G-3	SilverTech shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than bi-weekly.	M	I	SilverTech will submit a preliminary Project Work Plan within the timeframe indicated.
G-4	SilverTech shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	I	The Project Manager will provide a written monthly status report to the State Project Manager. This status report will contain an analysis of the most recently updated Project Work Plan, including outstanding Deliverables and expenses.
G-5	SilverTech shall provide monthly detailed statistical reporting on the Web site activity. Current visitnh.gov reporting and other elements specified by the State.	M	I	Monthly web site reporting can be captured and provided as described. As part of this reporting, SilverTech will provide basic analysis of the available information and provide recommendations for future

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT H  
 PRIORITY RESPONSE

				<p>enhancements to the DRED web site. Examples of this type of web site reporting can be provided upon request.</p> <p>In addition, authorized State of NH DRED representatives can access web site reporting Software via a private, password-protected web portal as often as desired.</p> <p>For the reporting Software, SilverTech will use an off-the-shelf package, such as Urchin or Google Analytics. This type of Software can provide detailed statistics on a variety of elements, including number of unique visits per site, time spent on site(s), most frequently viewed pages, referrals, interest in specific pages of the site, a traffic overview, an activity overview, top keyword searches, etc.</p>
G-6	SilverTech shall attend meetings as required at DRED for purposes of Contract administration.	M	I	SilverTech will attend meetings at DRED for purposes of Contract administration as required. Once the preliminary work plan is provided, the State of NH DRED Project Manager can indicate which meetings must be held at DRED offices.
G-7	SilverTech shall work with DRED to develop new content.	M	I	Whether DRED opts to use internal staff, SilverTech copywriters, or outside agencies for copywriting, SilverTech can identify new content areas, provide web copy recommendations, and editing Services for content.
G-8	SilverTech shall be responsible for acquiring all appropriate approvals and authorizations to use all material on the Web sites.	M	I	SilverTech will be responsible to acquire appropriate approvals and authorizations for those materials we propose and supply for the DRED web site.
G-9	All user, technical, and System Documentation as well as project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats used to produce the Project Documentation.	M	I	As part of their responsibilities, the SilverTech Project Manager will oversee the maintenance all user, technical and System Documentation. In addition, this individual will also provide and maintain the Project Management Deliverables listed under Topic 14 –

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT H  
 PRIORITY RESPONSE

				Project Management. All Documentation Deliverables will be provided in a format compatible with Microsoft Office applications or Adobe Acrobat.
G-10	SilverTech shall be required to document a test Plan and testing methodology as defined in the DoIT Agency Software Division, System Development Methodology, located at: <a href="http://www.nh.gov/doit/internet/SilverTechs.php">http://www.nh.gov/doit/internet/SilverTechs.php</a>			SilverTech will adhere to this requirement.
Performance Requirements Response Objectives				
R-1	Build, test and debug a hosting environment for the exiting DRED web sites as specified.	M	I	For this phase of the Project, SilverTech will continue to use the hosting environment we implemented to support the existing DRED web sites as specified. We may reevaluate the current hosting environment and make recommendations, if necessary.
R-2	Migrate to SilverTech's facilities the DRED web sites from their current environments to SilverTech hosted environment.	M	I	SilverTech currently hosts the DRED web sites, and will keep them in their current hosting environment.
R-3	Assist in the mitigation of DTID Data Engine ( <i>Appendix A</i> ), which stores all web site listing information from its current environment to SilverTech hosted environment.	M	I	SilverTech will migrate the DTID Data Engine and verify that this hosting environment is sufficient.
R-4	Migrate to SilverTech's facilities 2 OWO web sites: nhworks.org and nhjobtrainingfund.org from their current environment to the SilverTech hosted environment.	M	I	Once the best hosting environment is prepared, SilverTech will copy these web sites on our internal development servers, and verify that this hosting environment is sufficient.
R-5	Test, debug the DRED web sites in the in the new hosting environment.	M	I	SilverTech will verify all permissions and CMS accessibilities are enabled. Because the web sites will be accessible via a secure login, DRED representatives will have the opportunity to thoroughly test the pre-existing functionalities on our development servers prior to migration to a live web server environment.
R-6	Participate in User Acceptance Testing	M	I	The plan allows for extensive User

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

	(UAT) to ensure required functionality and features are available and operating as specified.			Acceptance Testing. DRED representatives will have the opportunity to test the pre-existing functionalities and report any errors via an online tracking system. Once these errors are addressed, the web sites will be transferred to a live web server environment and undergo further testing before official launch. When the web sites are transferred to our live hosting environment, the final round of testing will occur immediately following launch to identify any resulting errors.
R-7	Provide DRED personnel the ability to update and manage existing web sites using the custom content management System.	M	I	As part of the migration plan, SilverTech will verify that existing content management solutions are still operational. During each phase of the migration plan, DRED representatives will have the opportunity to test that the functionality continues to function appropriately.
R-8	Provide DRED electronic newsletter capabilities to design, send, and store multiple newsletter databases. The System must be able to provide reports on newsletters and database performance.	M	I	SilverTech will continue to provide these services as it does for the current DRED family of web sites.
R-9	Provide administrative and statistical reports relative to site usage. This includes but is not limited to number of visits, unique visitors, or page hits.	M	I	SilverTech will continue the use of the current web site reporting Software, Urchin, and Google Analytics, which includes web site usage and traffic statistics. Authorized State of NH DRED representatives can access web site reporting Software via a private, password-protected web portal as often as desired.
R-10	All user, technical, and System Documentation, as well as Project Schedules, plans, status reports, and correspondence shall be maintained. SilverTech's Proposal response shall describe the formats that will be used to produce the project documentation.	M	I	As part of their responsibilities, the SilverTech Project Manager will oversee the maintenance all user, technical and System Documentation. In addition, this individual will also provide and maintain the Project Management Deliverables listed under Topic 14 – Project Management. All documentation deliverables will be provided in a format compatible

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT H  
 PRIORITY RESPONSE

				with Microsoft Office applications or Adobe Acrobat.
R-11	Host online Image Library as detailed in Appendix A.	M	I	SilverTech will continue its hosting of the image library as defined.
R-12	Evaluate the effectiveness of the sites on an annual basis. The evaluation will include summary of annual statistical Data (based on monthly reporting elements), changes in technology and ideas from other state's web sites. The ultimate goal for the report is to make recommendations to DRED for expanding and improving the web site services to constituents.	M	I	As part of this proposed scope, SilverTech will conduct annual evaluations as requested. This evaluation will include comprehensive research and analysis of site traffic and user patterns, as well as strategic consulting of emerging web site technologies, fresh concepts from similar entities, and recommendations for improving general site effectiveness. In addition to the annual evaluations, we recommend periodic evaluations at the following additional crucial milestones following web site launch: one month, three months, and six months.
R-13	SilverTech must supply access to an online Web site Statistics program for DRED staff to access and track web site traffic.	M	I	SilverTech will continue the use of the current web site reporting Software, Urchin, and Google Analytics, which includes web site usage and traffic statistics. Authorized State of NH DRED representatives can access web site reporting Software via a private, password-protected web portal as often as desired.
R-14	The DTTD web site must support the current ability to allow companies to enter current events and packages and for DTTD to approve them before they are posted to the web site.	M	I	The existing capabilities will remain intact and continue functioning appropriately.
R-15	The DTTD web site must support the current ability to maintain the Data engine which feeds listing info to the web site and creates new listing and login information. This Data system also allows for a 3 <sup>rd</sup> party SilverTech to access and make notes in system. The system must also be able to "dump" Data into a format that can be put into the printed visitors guide.	M	I	The existing capabilities will remain intact and continue functioning appropriately.
R-16	SilverTech must migrate and continue to	M	I	SilverTech will continue to host and

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

	host and maintain seasonal landing pages as part of the visitnh.gov web site, including an interactive fall foliage map, winter promotion web site and summer photo contest web site.			maintain the seasonal landing pages as part of the visitnh.gov web site.
R-17	SilverTech must host a text messaging system. The system must be capable of storing numbers and sending out mass text messages to large subscriber lists.	M	I	SilverTech will continue to host the text message system that allows the secure storing of numbers and sending out mass text messages.
R-18	SilverTech shall support all pre-existing advertising until Contracts expire on all web sites.	M	I	SilverTech will support the pre-existing advertising until the contracts expire. At expiration, we will complete the necessary HTML edits to remove the associated advertising.
R-19	Response times at the server must be less than one (1) second for static content at the web server.	M	I	SilverTech's co-location facility is offered through SAVVIS, which is one of the premier bandwidth providers in the country. Our facility is part of their Waltham, MA campus, which is a Tier 1 hosting facility. In addition, SilverTech owns and manages their own enterprise-level equipment, and continually monitors our resources to verify maximum performance. In short, the response time will be less than one second from the servers housed at this facility SilverTech utilizes Microsoft's WCAT software and Apache Bench to perform performance testing. SilverTech will work with the DRED project manager on these results.
M-1	SilverTech will provide copywriting and content development as requested.	M	I	As a full-service online marketing and technology firm, SilverTech has internal copywriting resources available on an as-needed basis. Because they specialize in online marketing, our copywriters provide content devised to strategically appeal to search engine practices, edited to be precise and engaging, and, most importantly, calculated to inspire end users to progress through the web site. Should DRED opt to utilize staff or

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

				other agencies for copywriting and content development, SilverTech can provide web copy recommendations and editing services, upon request.
M-2	SilverTech must provide 4 seasonal web site changeovers per year for visitnh.gov and nhstateparks.org, with new imagery and color schemes.	M	I	SilverTech will continue to provide this Service as requested.
M-3	SilverTech shall provide telephone technical support and technical site maintenance to DRED between the hours of 8:00am and 5:00pm, (ET) Monday – Friday, excluding holidays.	M	I	SilverTech will provide support Services for SilverTech provided and maintained hardware. These Services will be provided either on-site or remotely, via telephone or terminal. Unless otherwise noted, support Services will be provided during Business Hours (“Business Hours” are defined as Monday through Friday, 8:00 am until 5:00 pm ET, excluding holidays).
M-4	Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified.	M	I	As part of the Functional phase, both SilverTech and State of NH DRED representatives will have an opportunity to test the web site prior to launch. Using an internet-enabled computer, authorized State of NH DRED representatives can access the web site via a password-protected portal into SilverTech’s development environment. Through this portal, these individuals can perform extensive testing on the web sites. After the State of NH DRED Project Manager is satisfied with the User Acceptance Testing, he will provide official sign-off for the Functional phase and the web site will be scheduled for launch.
M-5	Administrative reports relative to site usage. This includes but is not limited to number of visits, unique visitors, or page hits.	M	I	Administrative web site usage reports can be captured and provided upon request. On a monthly basis, SilverTech can provide basic analysis of the available information and provide recommendations for future enhancements to the DRED web site. Examples of this type of administrative reporting can be provided upon request.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

				<p>In addition, authorized State of NH DRED representatives can access the web site reporting Software via a private, password-protected web portal as often as desired.</p> <p>SilverTech will continue use of Google Analytics. This type of software can provide detailed statistics on a variety of elements, such as number of visits, unique visitors, or page hits.</p>
M-6	<p>Continue to provide a content management method to allow DRED personnel the ability to update content. The response must clearly identify the preferred content management methodology and technical expertise required to utilize the Solution.</p>	M	I	<p>The content management solution will enable DRED personnel to update content on the web site. As for technical expertise, end users should have a basic understanding of Microsoft Word.</p> <p>SilverTech recommends the continued use of our custom content management system.</p> <p>As part of this project, SilverTech will provide a best practices manual that outlines the recommended policies and procedures for ongoing site maintenance. Topics included in this documentation include information architecture, usability guidelines, core design principles, content recommendations, as well as image and graphical minimum requirements. Your designated administrators can use this manual as a reference guide while performing site maintenance with the proposed Content Management Solution. We strongly recommend implementing and enforcing these policies to preserve the integrity of the DRED web site.</p>
M-7	<p>All user, technical, and System Documentation as well as project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.</p>	M	I	<p>As part of their responsibilities, the SilverTech Project Manager will oversee the maintenance all user, technical and System Documentation. In addition, this individual will also provide and maintain the Project Management Deliverables listed under Topic 14 – Project Management. All Documentation deliverables will be provided in a format compatible</p>

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

				with Microsoft Office applications or Adobe Acrobat.
M-8	SilverTech shall evaluate the effectiveness of the site on an annual basis. The evaluation will include a summary of annual statistical Data (based on monthly reporting elements), changes in technology and ideas from other state's web sites. The ultimate goal for the report is to make recommendations to DRED for expanding and improving the web site services to constituents.	M	I	As part of this proposed scope, SilverTech will conduct annual evaluations as requested. This evaluation will include comprehensive research and analysis of site traffic and user patterns, as well as strategic consulting of emerging web site technologies, fresh concepts from similar entities, and recommendations for improving general site effectiveness. In addition to the annual evaluations, we recommend periodic evaluations at the following additional crucial milestones following web site launch: one month, three months, and six months.
M-9	SilverTech shall provide Documentation and training on the content management system as defined in the Work Plan.	M	I	As part of the proposal scope, SilverTech will provide DRED staff content management training and documentation. During the strategy phase, Project Team members will discuss and determine a training plan, including topic areas based on user experience, required delivery methods, and recommended attendees.
M-10	DRED web sites must continue to support the following features: <ul style="list-style-type: none"> <li>• Client updates for current events</li> <li>• On-line registration</li> <li>• DRED approvals of client entered information</li> <li>• DRED content management</li> <li>• DTTD Data Engine</li> <li>• DTTD Online Image Library</li> </ul>	M	I	SilverTech will continue providing the outlined support and functionality for this requirement.
M-11	DRED web sites must continue to comply with State of New Hampshire Web site Standards and policies including those relative to web site accessibility.	M	I	SilverTech will ensure the web site continue to comply with the State of New Hampshire Web site Standards and policies.
F-1	Redesign and build DRED web sites, as requested.	M		Once web site designs are approved, our team will begin the cutup and development of the actual web pages as well as any integration with

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

				external systems or databases.
F-2	Provide a single content management solution for the maintenance and support of the web content by DRED personnel.	M		SilverTech will provide and implement a single content management solution for the DRED web site. SilverTech recommends the continued use of our custom content management system..
F-3	Implement the new information mapping and navigation plan; convert existing site content to the new site format and organization.	M		During the web site planning process, SilverTech will take the following information architecture concepts into consideration: Organization Systems Labeling Systems Navigation Systems Searching Systems As part of this process, the Project Managers will review existing content to determine how it may be converted into the new site's information architecture.
F-4	Build and implement the database interfaces.	M		During the Strategic phase, SilverTech will facilitate a discussion of the most useful method to update the database. Depending on the outcome of this discussion, SilverTech will build and implement the best updating method for each interface.
F-5	Test and debug in the hosting environment.	M		SilverTech will verify all permissions and CMS accessibilities are enabled. Because the web sites will be accessible via a secure login, DRED representatives will have the opportunity to thoroughly test the pre-existing functionalities on our development servers prior to migration to a live web server environment.
F-6	Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified.	M		As part of the Functional phase, both SilverTech and State of NH DRED representatives will have an opportunity to test the web site prior to launch. Using an internet-enabled computer, authorized State of NH DRED representatives can access the web site via a password-protected portal into SilverTech's development environment. Through this portal, these individuals can

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

				perform extensive testing on the web sites. After the State of NH DRED Project Manager is satisfied with the User Acceptance Testing, he will provide official sign-off for the Functional phase and the web site will be scheduled for launch.
F-7	Administrative reports relative to site usage. This includes but is not limited to number of visits, unique visitors, or page hits.	M		Administrative web site usage reports can be captured and provided upon request. On a monthly basis, SilverTech can provide basic analysis of the available information and provide recommendations for future enhancements to the DRED web site. Examples of this type of administrative reporting can be provided upon request. In addition, authorized State of NH DRED representatives can access the web site reporting Software via a private, password-protected web portal as often as desired. SilverTech will continue use Urchin and Google Analytics. This type of software can provide detailed statistics on a variety of elements, such as number of visits, unique visitors, or page hits.
F-8	A content management method to allow DRED personnel the ability to update content. The response must clearly identify the preferred content management methodology and technical expertise required to utilize the solution.	M		The content management solution will enable DRED personnel to update content on the web site. As for technical expertise, end users should have a basic understanding of Microsoft Word. SilverTech recommends the continued use of our custom content management system. As part of this project, SilverTech will provide a best practices manual that outlines the recommended policies and procedures for ongoing site maintenance. Topics included in this documentation include information architecture, usability guidelines, core design principles, content recommendations, as well as image and graphical minimum requirements. Your designated

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT H  
 PRIORITY RESPONSE

				administrators can use this manual as a reference guide while performing site maintenance with the proposed Content Management Solution. We strongly recommend implementing and enforcing these policies to preserve the integrity of the DRED web site.
F-9	All user, technical, and System Documentation as well as project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.	M	I	As part of their responsibilities, the SilverTech Project Manager will oversee the maintenance all user, technical and System Documentation. In addition, this individual will also provide and maintain the Project Management Deliverables listed under Topic 14 – Project Management. All Documentation Deliverables will be provided in a format compatible with Microsoft Office applications or Adobe Acrobat.
F-10	On-going evaluation of web site – once the DRED web site is established, SilverTech shall evaluate the effectiveness of the site on an annual basis. The evaluation will include a summary of annual statistical Data (based on monthly reporting elements), changes in technology and ideas from other state’s web sites. The ultimate goal for the report is to make recommendations to DRED for expanding and improving the web site services to constituents.	M	I	As part of this proposed scope, SilverTech will conduct annual evaluations as requested. This evaluation will include comprehensive research and analysis of site traffic and user patterns, as well as strategic consulting of emerging web site technologies, fresh concepts from similar entities, and recommendations for improving general site effectiveness. In addition to the annual evaluations, we recommend periodic evaluations at the following additional crucial milestones following web site launch: one month, three months, and six months.
F-11	SilverTech must ensure compliance with State of New Hampshire Web site Standards and policies including those relative to web site accessibility.			SilverTech will adhere to these standards and policies.
F-12	SilverTech shall provide Documentation and training on the content management system as defined in the Work Plan.	M	I	As part of the proposal scope, SilverTech will provide DRED staff content management training and Documentation. During the strategy phase, Project Team members will discuss and determine a training

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

				plan, including topic areas based on user experience, required delivery methods, and recommended attendees.
F-13	The DRED Web site must continue to support the following features: <ul style="list-style-type: none"> <li>• Client updates for current events</li> <li>• On-line registration</li> <li>• DRED approvals of client entered information</li> <li>• DRED content management</li> </ul>	M	I	SilverTech will continue support for these items.
F-14	Support DRED in the deployment of the web sites to clients and the State.	M	I	SilverTech will support DRED in the deployment of the web sites.
E-1	Interactive, photographic and video tours of the state, attractions, etc.	M	I	SilverTech will work with DRED to enhance the web sites to include interactive, photographic and video tours of the state, attractions, etc.
E-2	Ability for citizens and consumers to communicate with the Department through forms, blogs, and other interactive methods. These can be used for vacation planning, business recruitment, workforce development, land management, forest protection and management.	M	I	SilverTech will work with DRED to enhance the web sites to include the ability for individuals to communicate with the Department through various methods.
E-3	Online permitting and licensing.	M	I	SilverTech will work with DRED to enhance the web sites to include online permitting and licensing.
E-4	DRED must be able to automatically populate a template with new web site content and email it to consumer contacts collected in the contact database. – Opt-in e-newsletter mailings.	M	I	SilverTech will work with DRED to enhance the web sites to include the ability to auto-populate a template with new web site content and email it to contacts in the database.
E-5	The DRED web site must be able to support and refresh banner advertising	M	I	SilverTech will work with DRED to enhance the web sites to include the ability to support and refresh banner advertising..
E-6	All e-Commerce components shall be PCI compliant. SilverTech shall provide all required testing results and compliance documentation to DRED upon request			SilverTech will work with DRED to enhance the web sites to ensure all e-Commerce components are PCI compliant.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

**Table H 2.2 Technical Requirement Responses**

REQ #	Requirement	M/O	I/M/N	Explain how your solution meets the requirements. Cite the page of your proposal
<i>Technical Requirements</i>				
T-1	SilverTech shall be responsible for virus scanning of all traffic through the site, for monitoring system logs for problems, for website security and for all patching and maintenance of the operating system(s), web services Software and database Software.	M	I	SilverTech offers several layers of support against virus attacks. First, all SilverTech servers run Symantec AntiVirus software. Also, server performance is monitored 24/7 to detect abnormal loads or resource dips which could signify an attack or compromise attempt. Finally, SilverTech subscribes to several security bulletin lists and actively updates hardware with the latest security and resource patches.
T-2	SilverTech must recommend a shared or dedicated hosting environment. The State assumes that a shared environment is more cost effective.	M	I	SilverTech will continue to host the DRED family of websites on their current SilverTech maintained dedicated hardware.
T-3	SilverTech must describe in full, their proposed hosting environment including, but not limited to bandwidth, security, and capacity.	M	I	The security measures for our proposed hosting services include, but are not limited to, firewalls, private backend networks, restricted remote access, and internal and external monitoring.
T-4	Graphics used on the site must be optimized for efficient delivery.	M	I	SilverTech has over fifteen years of experience building and maintaining high traffic websites in shared, clustered and dedicated hosting environments. For these types of sites, it is critical to utilize industry standards for graphic optimization and delivery. For additional information on our Design Methodology, please refer to Topic 3 – Design Methodology. To review website examples that offer optimized graphics, please refer to Topic 2 – Design Portfolio.
T-5	Hosting environment must employ adequate security to ensure the integrity of the DRED web sites.	M	I	SilverTech offers several layers of security for our hosting environment. First, all SilverTech servers run Symantec AntiVirus software. Also, server performance is monitored 24/7 to detect abnormal loads or resource dips which could signify an attack or compromise attempt. Finally, SilverTech subscribes to several security bulletin

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

				lists and actively updates hardware with the latest security and resource patches.
T-6	SilverTech must incorporate industry best-practices in identifying their selected development platform.	M	I	Based on our current understanding, SilverTech recommends maintaining the current Microsoft .NET platform. Although SilverTech is platform-independent, we recommend a Microsoft platform due to the significant cost savings that we can offer DRED by repurposing previously developed, tested and implemented modules. In addition, .NET coding is a more advanced language than PHP, and can provide significant efficiencies during development. Finally, as security breaches are discovered, Microsoft is more responsive to provide fixes in a time-sensitive manner.
T-7	Specifications must consider TRIO standards, under development.	M	I	The database will be architected so that external applications, such as TRIO, will be able to access and retrieve the appropriate Data. Depending on the Data sharing needs for TRIO, this Data retrieval can be in real-time or be transferred to a central database via a batch export.
T-8	Web sites must comply with State of New Hampshire Web Site Standards and policies			SilverTech will ensure the web sites comply with State of New Hampshire web site Standards and policies.
S-1	Verify the identity or authenticate all of the System client applications before allowing use of the System to prevent access to inappropriate or confidential Data or Services.	M	I	All applications verify the identity of the client accessing it via a combination of an active directory username and password as well as an integrated application username and password.
S-2	Verify the identity or authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential Data or Services.	M	I	All applications require a username and password to gain access. Unique usernames and passwords will be assigned to individuals.
S-3	Enforce unique user names.	M	I	All usernames are generated by SilverTech to insure their uniqueness.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	I	SilverTech will enforce the use of complex passwords as defined by DoIT.
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	I	SilverTech will enforce the use of complex passwords for general web users.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

S-6	Encrypt passwords in transmission and at rest within the database.	M	I	Any stored passwords will be encrypted.
S-7	Expire passwords after 45 days.	M	I	SilverTech will expire passwords after 45 days.
S-8	Authorize users and client applications to prevent access to inappropriate or confidential Data or Services.	M	I	All applications are verified before allowing access to Data and Services within the SilverTech network.
S-9	Provide ability to limit the number of people that can grant or change authorizations	M	I	SilverTech will provide the ability to limit the number of people that can grant or change authorizations
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	I	All SilverTech applications enforce session timeouts by default.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	I	SilverTech adheres to a strict testing policy against all of the items outlined at <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a>  SilverTech performs the testing in-house across their technical teams. SilverTech will work with the DRED project manager on these results, and results will be provided in document form.
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	I	By default all SilverTech applications do not store credentials within the code.
S-13	Audit all attempted accesses that fail identification, authentication and authorization by monitoring both failed and successful logins for odd behavior patterns.	M	I	All failed login attempts are logged on both a server and software level.
S-14	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	I	SilverTech will provide this logging capability.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	I	All sessions are terminated upon the closing of the web browser or application.
S-16	Use only the Software and System Services designed for use	M	I	SilverTech will only utilize the Software and Systems as designed.
S-17	The application Data shall be protected from unauthorized use when at rest	M	I	All application Data may only be accessed from within our network and is securely guarded.
S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	I	All sensitive Data may only be accessed from within our network and is securely guarded.
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	I	SilverTech will not degrade the security levels via any new enhancements or upgrades to the system.

2011-052 Exhibit H-Priority Responses

Initial All Pages:

Contractor's Initials NS

Exhibit H

Page 43 of 64

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT H  
 PRIORITY RESPONSE

S-20	Create change management Documentation and procedures	M	I	SilverTech will implement the agreed upon change management system.
S-21	All e-Commerce applications shall be PCI compliant	M	I	All e-commerce applications will be PCI compliant.
S-22	For any e-Commerce applications implanted to support DRED initiatives, the SilverTech provide all required testing results and compliance documentation to DRED upon request			SilverTech will adhere to this request.
Hosting Requirements				
H-1	SilverTech shall maintain a secure hosting environment providing all necessary hardware, Software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via VPN or Internet Browser	M	I	SilverTech will provide the secure hosting environment required to run the DRED family of websites. State access will be provided via a web browser.
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State.	M	I	All SilverTech applications will support the minimum hardware requirements stated.
H-3	SilverTech shall not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the SilverTech, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the SilverTech's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	I	SilverTech acknowledges this item..
H-4	SilverTech shall provide managed firewall services, and managed backup Services.	M	I	SilverTech will provide both of these items.
H-5	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	I	All hardware will be connected to both UPS and generator power.
H-6	Data Center Generator – shall be sufficient to sustain computer systems and associated	M	I	All SilverTech generators meet this requirement.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

	components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.			
H-7	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	I	All SilverTech hardware is protected by the required fire detection and suppression equipment.
H-8	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	I	The SilverTech data center meets the strictest security guidelines. Access is limited to key SilverTech personnel and is used for hardware maintenance and installation only.
H-9	SilverTech must monitor the application and all servers.	M	I	SilverTech monitors all hardware and software 24x7.
H-10	SilverTech shall manage the databases and services on all servers located at the SilverTech’s facility.	M	I	SilverTech will manage all databases and servers.
H-11	SilverTech shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.			SilverTech adheres to this policy.
H-12	SilverTech shall monitor System, security, and application logs.			SilverTech monitors these items on a proactive basis.
H-13	SilverTech shall manage the sharing of Data resources.			SilverTech will provide this service.
H-14	SilverTech shall manage daily backups, off-site Data storage, and restore operations.			SilverTech will provide the services needed to meet this requirement..
H-15	The SilverTech shall monitor physical hardware.			SilverTech will provide this service.
H-16	The SilverTech shall immediately report any breach in security to the State of New Hampshire Project Manager.	M	I	SilverTech will alert the required DRED personnel.
H-17	SilverTech shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	I	SilverTech will adhere to this policy.
H-18	SilverTech shall have documented disaster recovery plans that address the recovery of lost State Data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	I	SilverTech currently adheres to this policy.
H-19	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a	M	I	SilverTech currently adheres to this policy.

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT H  
 PRIORITY RESPONSE

	component failure. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate Services however, these failed components will have to be replaced.			
H-20	SilverTech shall adhere to a defined and documented back-up schedule and procedure.	M	I	SilverTech performs backups daily.
H-21	Back-up copies of Data are made for the purpose of facilitating a restore of the Data in the event of Data loss or System failure.	M	I	Full backups are performed for this purpose.
H-22	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	I	SilverTech currently adheres to this policy.
H-23	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.	M	I	SilverTech currently adheres to this policy.
H-24	If State Data is personally identifiable, Data must be encrypted in the operation environment and on backup tapes.	M	I	SilverTech currently adheres to this policy.
H-25	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the SilverTech shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	I	SilverTech will adhere to this policy.
H-26	The SilverTech must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.99% uptime, exclusive of the regularly scheduled maintenance window.	M	I	SilverTech currently adheres to this policy.
H-27	The SilverTech shall provide network redundancy deemed adequate by the State by assuring redundant connections provided so a failure of one Internet connection will not interrupt access to the State application.	M	I	SilverTech currently adheres to this policy.
H-29	The SilverTech' network architecture must	M	I	SilverTech currently adheres to this

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

	include redundancy of routers and switches in the Data Center.			policy.
H-30	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the SilverTech shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	I	SilverTech will adhere to this policy.
	<b>Hosting Requirements – Security</b>			
H-31	The SilverTech shall employ security measures ensure that the State's application and Data is protected.	M	I	SilverTech will provide the systems needed to secure the state's Data.
H-32	If State Data is hosted on multiple servers, Data exchanges between and among servers must be encrypted.	M	I	This Data is securely transmitted between machines.
H-33	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	I	All servers and devices at SilverTech have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, has aggressive intrusion-detection and firewall protection.
H-35	In the development or maintenance of any code, the SilverTech shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All Software and hardware shall be free of malicious code.	M	I	SilverTech currently adheres to this policy.
H-36	The SilverTech shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the SilverTech learns of their occurrence.	M	I	SilverTech will notify the state as requested.
H-37	The SilverTech shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the SilverTech' hosting infrastructure and/or the application.	M	I	SilverTech will provide full cooperation as requested.
H-38	The SilverTech shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	I	SilverTech will adhere to this policy.
H-39	The SilverTech shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the SilverTech' hosting infrastructure	M	I	SilverTech will authorize scans or audits as requested..

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

	and/or the application upon request.			
	<b>Hosting Requirements – Service Level Agreement</b>			
H-40	The SilverTech’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	I	SilverTech will adhere to this requirement.
H-41	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	I	SilverTech will adhere to this requirement.
H-42	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	I	SilverTech will adhere to this requirement.
H-43	The hosting server for the State shall be available nine (9) hours a day from 8am – 5pm, 5 days a week except for during scheduled maintenance.	M	I	SilverTech will adhere to this requirement.
H-44	SilverTech shall guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	I	SilverTech will adhere to this requirement.
H-45	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	I	SilverTech will inform the state of the maintenance window.
H-46	SilverTech shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	I	SilverTech will adhere to this requirement.
H-47	If SilverTech is unable to meet the 99.9% uptime requirement, SilverTech shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	I	SilverTech will adhere to this requirement.
H-48	SilverTech shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	I	SilverTech will adhere to this requirement.
H-49	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	I	SilverTech acknowledges this item.
H-50	All hardware and Software components of	M	I	SilverTech will adhere to this

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT H**  
**PRIORITY RESPONSE**

	the SilverTech hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.			requirement.
H-51	SilverTech shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> <li>• Server up-time</li> <li>• All change requests implemented, including operating system patches</li> <li>• All critical outages reported including actual issue and resolution</li> <li>• Number of deficiencies reported by class with initial response time as well as time to close</li> </ul>	M	I	SilverTech will adhere to this requirement.
H-52	SilverTech shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	I	SilverTech will adhere to this requirement.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT I**  
**WORK PLAN**

**1. WORK PLAN**

SilverTech's Project Manager and the State Project manager shall finalize the Work Plan within five (5) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with SilverTech's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of SilverTech and State Project Managers.

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

In conjunction with SilverTech's Project Management methodology, which shall be used to manage the Project's life cycle, the SilverTech team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and SilverTech team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with SilverTech's Work Plan and will utilize their extranet to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the SilverTech and State Project Managers.

**2. ASSUMPTIONS**

**A. General**

- The State will provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the State Staffing Matrix.
- All State tasks must be performed per the agreed-upon Work Plan established at the commencement of the Project and refined throughout the Project.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State's Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- SilverTech and the State will mutually refine and confirm the final Project Schedule, including Deliverable and Acceptance dates.
- Since SilverTech will provide the State with a copy of source code associated with contracted Services, a separate escrow agreement is not required.
- SilverTech maintains an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**B. Logistics**

- The SilverTech team may perform that work at a facility other than that furnished by the State, when practical at SilverTech's expense.
- The SilverTech team will honor all holidays observed by SilverTech or the State, although with permission, may choose to work on holidays and weekends.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT I**  
**WORK PLAN**

**C. Project Management**

- SilverTech's Project Management Methodology will be used as the Project management method.
- The State will provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- SilverTech assumes that an alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

- The SilverTech team will implement the DRED web site.
- Designated State personnel will be available during normal working hours as needed to complete Project tasks

**F. Project Schedule**

- Deployment is planned to begin on 1/3/12 with a planned go-live date of 1/3/12.

**G. Reporting**

- Project Work Plan – Updated as necessary, but no less than biweekly, this Work Plan includes a detailed description of the Project Schedule, assigned tasks, upcoming Deliverables, critical events, task dependencies, and Payment Schedule.
- Biweekly Status Report – Updated biweekly, the status report documents the Project's progress, including expenses incurred year to date.
- Monthly Web site Statistical Reporting – Captured monthly, this reporting includes analysis and recommendations for future enhancements based on web site traffic statistics.
- Periodic Evaluations – These evaluations include comprehensive research and analysis of site traffic and user patterns, as well as strategic consulting of emerging web site technologies, fresh concepts from similar entities, and recommendations for improving general site effectiveness. In addition to the required annual evaluations, periodic evaluations will be provided at the following additional crucial milestones following web site launch: one month, three months, and six months.
- User, Technical and System Documentation – As part of their responsibilities, the SilverTech Project Manager will oversee the maintenance all user, technical and system documentation. Upon launch of the new system, SilverTech will provide final versions of this Documentation that details the System components.

**H. User Training and Change Management**

- SilverTech will lead the development of the end-user training plan.
- The State will work with SilverTech on Training as outlined in *Exhibit L – Training*.

**3. ROLES AND RESPONSIBILITIES**

**2.1 SilverTech Team Roles and Responsibilities**

**2.1.1 SilverTech Team Project Executive**

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT I**  
**WORK PLAN**

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

**2.1.2 SilverTech Team Project Manager**

The SilverTech Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the SilverTech Implementation Team. The SilverTech Team Project Manager will have the following responsibilities:

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

**2.1.3 SilverTech Team**

The SilverTech team shall assume the following tasks:

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

**2.2 State Roles and Responsibilities**

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT I**  
**WORK PLAN**

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

**2.2.1 State Project Manager**

The State Project Manager will work side-by-side with the SilverTech Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the project Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

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

**2.2.2 State Subject Matter Experts (SMEs)**

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

- Be the key user and contact for their agency or department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant application applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and Data;
- Assist in system, integration, and acceptance testing;

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT I**  
**WORK PLAN**

- Assist in performing conversion and integration testing and Data verification;
- Attend project meetings when requested; and
- Assist in training end users in the use of the new web site.

STATE OF NEW HAMPSHIRE  
 Dept of Resources & Economic Development - DTTD  
 NH DRED WEB SITES  
 CONTRACT 2011-052-PART 3  
 EXHIBIT I  
 WORK PLAN

4. PRELIMINARY WORK PLAN

The following Table 3.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 3.1: High Level Preliminary NH Project Plan**

Task Name	Duration	Start	Finish
Meet with OWO to move their site over to SilverTech.	2 weeks	11/1/11	11/15/11
Implement the standard DRED CMS into the OWO site.	1 month	12/1/11	12/31/11
Training provided for the OWO staff.	1 day	1/12/12	1/12/12
Re-launch of web site using the new CMS system.	1 day	1/16/12	1/16/12
Meet with remaining divisions on enhancements for their respective web sites.	2 weeks	1/17/12	1/30/12

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052- PART 3**  
**EXHIBIT J**  
**SOFTWARE LICENSE**

**1. LICENSE GRANT - N/A**

**2. SOFTWARE AND DOCUMENTATION COPIES**

SilverTech shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the SilverTech on such copies.

**3. VIRUSES**

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

As a part of its internal development process, SilverTech will use reasonable efforts to test the Software for viruses. SilverTech shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, SilverTech shall provide a master copy for comparison with and correction of the State's copy of the Software.

**4. AUDIT**

Upon forty-five (45) days written notice, SilverTech may audit the State's use of the programs at SilverTech's sole expense. The State agrees to cooperate with SilverTech's audit and provide reasonable assistance and access to information. The State agrees that SilverTech shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, SilverTech's audit rights are subject to applicable State and federal laws and regulations.

**5. SOFTWARE NON-INFRINGEMENT**

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

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, SilverTech shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies SilverTech in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives SilverTech control of the defense and any settlement negotiations; and

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052- PART 3**  
**EXHIBIT J**  
**SOFTWARE LICENSE**

- c. Gives SilverTech the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If SilverTech believes or it is determined that any of the Material may have violated someone else's intellectual property rights, SilverTech may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, SilverTech may end the license, and require return of the applicable Material and refund all fees the State has paid SilverTech under the Contract. SilverTech will not indemnify the State if the State alters the Material without SilverTech's consent or uses it outside the scope of use identified in SilverTech's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. SilverTech will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, Software, Data, or material not furnished by SilverTech. SilverTech will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by SilverTech without SilverTech's consent.

STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEB SITES  
CONTRACT 2011-052-PART 3  
EXHIBIT K  
WARRANTY AND WARRANTY SERVICES

**1. WARRANTIES**

**1.1 Services**

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

**1.2 Software**

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

For any breach of the above Support and Maintenance warranty, the State's remedy, and SilverTech's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if SilverTech cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to SilverTech for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient services, or (c) if SilverTech cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to SilverTech for the Deficient services.

**1.3 Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

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

**1.6 Services**

SilverTech 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



**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT K**  
**WARRANTY AND WARRANTY SERVICES**

for all amounts paid to SilverTech, including but not limited to, any applicable license fees within (90) days of notification to SilverTech of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 12.0 Termination, the State's option to declare SilverTech in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

**3. WARRANTY PERIOD**

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend through the time of the Contract.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT L**  
**TRAINING**

**1. TRAINING**

SilverTech will provide training to authorized DRED staff members on the various aspects of the web site. The training will include such topics as content management, database architecture, and web site infrastructure.

During the strategy phase, Project Team members will discuss and determine a training plan, including topic areas based on user experience, required delivery methods, and recommended attendees. Below is an overview of two anticipated training curriculums.

**1.1 Content Management Solution**

SilverTech anticipates providing an onsite training seminar regarding the content management system built and integrated for DRED.

Examples of the content management training topics may include:

- Manipulating and formatting text
- Creating and editing hyperlinks
- Building and formatting tables or charts
- Uploading images, PDF files, and other downloadable documents

In addition to the formal training, SilverTech will provide Documentation outlining the core functions of the content management system. This Documentation will serve as a guide for use and will offer graphical representations of use case studies.

**1.2 Database and Infrastructure**

SilverTech will provide a verbal technical review of the database architecture and web site infrastructure.

Examples of database and infrastructure topics may include:

- Database tables and fields
- System architecture
- Hardware and software configurations
- User permissions and access levels
- Remote access applications, such as FTP

**1.3 Best Practices**

In this Documentation, we will document style guides, image sizes and formats, and download formats for the ongoing maintenance of the web site.

**STATE OF NEW HAMPSHIRE  
Dept of Resources & Economic Development - DTTD  
NH DRED WEB SITES  
CONTRACT 2011-052-PART 3  
EXHIBIT M  
NH DRED RFP 2011-052 (WITH ADDENDA) INCORPORATED**

NH DRED RFP 2011-052, with all included addenda, are included by reference as binding Deliverables to this Contract.

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052-PART 3**  
**EXHIBIT N**  
**CONTRACTOR PROPOSAL BY REFERENCE**

SilverTech, Inc proposal dated 4/26/11 to DRED is incorporated herein by reference.

---

2011-052 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

SilverTech Initials

*AS*

Exhibit N

Page 63 of 64

**STATE OF NEW HAMPSHIRE**  
**Dept of Resources & Economic Development - DTTD**  
**NH DRED WEB SITES**  
**CONTRACT 2011-052- PART 3**  
**EXHIBIT O**  
**CERTIFICATES AND ATTACHMENTS**

Attached are:

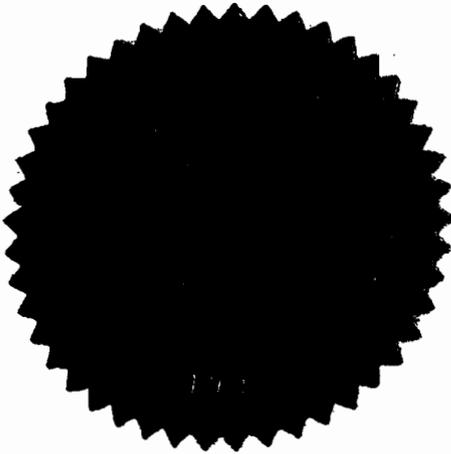
- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

*NS*

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SilverTech, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 2, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of October, A.D. 2011

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

William M. Gardner  
Secretary of State

CONSENT OF STOCKHOLDERS AND DIRECTOR  
IN LIEU OF 2011 ANNUAL MEETING OF  
SilverTech, Inc.

The undersigned Stockholders and Director of the Corporation, hereby unanimously consent to and ratify the actions taken as set forth below:

**RESOLVED:** To waive annual meeting of the Stockholders and Director in favor of these Consent Resolutions;

**RESOLVED:** By the Stockholders, that the following Director of the Corporation be elected to serve for the upcoming year:

Yuvraj (Nick) S. Soggu

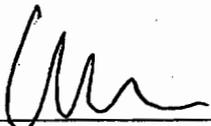
**RESOLVED:** By the Directors, that the following persons be elected to the offices preceding their names to serve for the upcoming year:

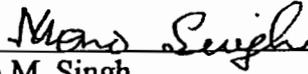
President:	Yuvraj (Nick) S. Soggu
Vice-President:	None
Secretary:	Yuvraj (Nick) S. Soggu
Treasurer:	Yuvraj (Nick) S. Soggu

**RESOLVED:** By the Stockholders and Director, that their signatures below shall evidence full ratification and approval of actions taken by the Corporation during the preceding year.

The signing of this Consent by the undersigned stockholders and director shall constitute full ratification of the action taken as set forth in the foregoing resolutions.

Consent dated: March 14, 2011.

  
\_\_\_\_\_  
Yuvraj (Nick) S. Soggu  
Director and Stockholder

  
\_\_\_\_\_  
Mono M. Singh  
Stockholder

CONSENT TO ACTION TAKEN BY THE DIRECTOR OF  
SilverTech, Inc.

The undersigned director hereby consents to and ratifies the actions taken as set forth below:

**RESOLVED:** That the Director authorizes the Corporation to file a proposal for a website host maintenance, support of DRED websites, transferring of Office of Workforce Opportunity (OWO) websites to be housed with the DRED websites and the development of a content management system for the OWO website for the State of New Hampshire, Office of Information Technology, in response to STATE OF NEW HAMPSHIRE DRED, 2011-052 NEW HAMPSHIRE DRED WEB SITE CONTRACT.

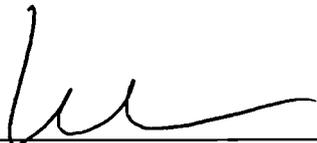
**RESOLVED:** That the President or any of the Officers of the Corporation be and hereby are authorized and directed for and on behalf of this Corporation to enter into a contract resulting from 2011-052 NEW HAMPSHIRE DRED WEB SITE CONTRACT with the State of New Hampshire and to take any and all such actions and to execute, 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) that they deem necessary, desirable or appropriate to accomplish the same; and

**RESOLVED:** That the signature of any Officer of this Corporation affixed to any instrument of document in or contemplated by these resolutions shall be conclusive evidence of the authority of the Officer to bind this Corporation thereby.

**RESOLVED:** Yuvraj S. Soggu had authority on November 28, 2011 to bind SilverTech, Inc. in the contract with State of New Hampshire DRED and that the authority has not been amended or repealed since this resolution.

The signing of this Consent by the undersigned director shall constitute full ratification of the action taken as set forth in the foregoing resolutions.

Consent dated: December 1, 2011

  
\_\_\_\_\_  
Yuvraj S. Soggu  
Director

**Statement of Notary**

State of New Hampshire, County of Hillsborough

The consent to this request was subscribed and sworn to before me on this 1<sup>st</sup> day of December, 2011 by Yuvraj S. Soggu proved to me on the basis of satisfactory evidence to be the person who appeared before me, who affirmed that such consent represents his/her free and voluntary act.

Notary Public Marguerite Lindahl  
Print Name Marguerite Lindahl  
My commission expires 9/17/13

**MARGUERITE J. LINDAHL**  
Notary Public-New Hampshire  
My Commission Expires  
**September 17, 2013**



**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: SilverTech, Inc  
 Address of policyholder: 196 Bridge St Manchester NH 03104  
 Location of operations: \_\_\_\_\_  
 Description of operations: \_\_\_\_\_

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date	(at beginning of policy period)	
94-BL-3757 6 F This insurance includes:	Comprehensive Business Liability <input checked="" type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> Business Property Coverage \$400,000 <input type="checkbox"/>	03/03/11	03/03/12	BODILY INJURY AND PROPERTY DAMAGE  Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000	
14-BT-5062-3 F	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	11/17/11	11/17/12	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence \$ 2,000,000 Aggregate \$ 2,000,000	
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY  Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$	
POLICY NUMBER	TYPE OF INSURANCE	Effective Date	Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)	

**CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY RECOMMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

Name and Address of Certificate Holder

Additional Insured & Certificate Holder:  
 State of New Hampshire-DRED

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

*Richard Lombardi*

Signature of Authorized Representative: \_\_\_\_\_  
 Agent: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: 11/29/2011

Agent's Code Stamp

AFO Code F876 R. Lombardi 29-2019



New Hampshire AFO F876  
 GOLDEN TRIANGLE



**STATE OF NH CONTRACT CHECKLIST**

1. Agency: DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT	2. Primary Agency Contact (for contract questions): Robin Maddaus, DTTD Business Administrator
3. Primary Agency Contact Phone Number: 271-2665	4. Primary Agency Contact Email: robin.maddaus@dred.state.nh.us
5. Secondary Agency Contact (for contract return): Leanne Lavoie	6. Secondary Agency Contact Phone Number: 271-3727
Contractor Name: SILVER TECHNOLOGIES, INC.	7. Price Limitation: \$50,000.00
8. Targeted G&C Closing Date: May 25, 2011	9. Targeted G&C Meeting Date: June 8, 2011
11. RUSH? _____ REQUESTED RUSH RETURN DATE FROM DOJ _____ If requested return date is less than two weeks from Targeted G&C Closing Date, please explain:	

**PART 1: CONTRACT CHECKLIST FOR DEPARTMENT OF JUSTICE REVIEW**

Item	Verify	✓	Comments
12. Execution	Fully and properly executed; all blocks on P-37 fully completed.	X	
13. Exhibit A Scope of Services (P-37)	Scope of Services described in detail.	X	
14. Exhibit B Payment Terms (P-37)	Contract price, method and terms of payment described in detail.	X	
15. Exhibit C Special Provisions (P-37)	Modifications, additions and/or deletions to Form P-37, General Provisions, described in detail.	X	
16. Secretary of State's Office Certificate of Good Standing (CGS)	Individuals contracting in <u>their own name</u> do not need a CGS. Business organizations and trade names need a CGS, except for nonresident non-profit corporations.	X	
17. Certificate of Vote / Authority (CVA)	Individuals contracting in <u>their own name</u> do not need a CVA. Business entities and trade names need a CVA.	X	
18. Certificate of Insurance	Certificate of Insurance form attached with insurance coverage required under the contract. Modifications of insurance coverage required under the contract specified in Exhibit C.	X	
19. Bond/Security	If contract requires a bond,	<input type="checkbox"/>	N/A



STATE OF NEW HAMPSHIRE

ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

VENDOR # \_\_\_\_\_

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a GROUP PRACTICE, it is the group name & TIN which is required on this Alternate W-9. If the service provider is a SOLE PROPRIETOR, it is the individual name & TIN which is required on this Alternate W-9.

NAME: SilverTech, Inc.

ADDITIONAL or DBA NAME: \_\_\_\_\_

REMIT ADDRESS: 196 Bridge Street

CITY/TOWN: Manchester STATE: NH ZIP: 03104

HOME/BUSINESS ADDRESS: \_\_\_\_\_

CITY/TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): \_\_\_\_\_ Fed ID # (EIN/FIN): 02-0506491

PRINCIPAL ACTIVITY (select only ONE)

Service Provider  Product/Merchandise Provider  Other Provider

List the principal type of service, product or other that is provided: Interactive Web Services Company

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

Individual/Sole-Proprietor  Government  Personal Service Corp  
 Partnership/LLP  Estate or Trust  Health Care Provider  
 Corporation/LLC  Non-Profit (attach exemption)  Legal Services

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): Peggy Lindahl, Office Manager

TELEPHONE #: 603-669-6600 TOLL FREE #: \_\_\_\_\_ FAX #: 603-668-5771

SIGNATURE: *Peggy Lindahl* DATE: March 15, 2011

PLEASE RETURN WHEN COMPLETED TO: LAUREL FORD  
DIVISION OF TRAVEL AND TOURISM  
PO BOX 1856  
CONCORD NH 03301  
(Phone) 603-271-2343 EXT 697  
(FAX) 603-271-6870





174 C 101102 # 93

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

FO 1020373

May 8, 2012

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Office of Workforce Opportunity (DRED/OWO), to amend a contract (#1020373) with SilverTech, Inc. (VC# 174355), Manchester NH, by increasing the original contract amount from \$48,000 to \$88,000 (an increase of \$40,000), effective upon Governor and Council approval through June 30, 2016; for DRED web site hosting, maintenance, support and enhancements. 75% federal funding/25% other funds.

Funding for this contract is to be encumbered from account titled, Workforce Opportunity and Job Training Fund, as follows:

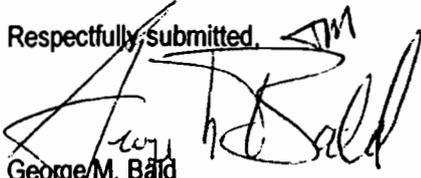
		<u>FY 12</u>
03-35-35-350510-53360000-069-500567	Promo-Marketing	\$30,000
03-35-35-350510-54200000-069-500567	Promo-Marketing	<u>\$10,000</u>
		\$40,000

EXPLANATION

DRED issued a Request for Proposal (RFP) 2011-052, approved by the Office of Information Technology, to host, maintain, support and provide future enhancements to DRED web sites and databases. The RFP included all DRED web sites (excluding Cannon Mountain) in a consolidated information and features format allowing a consumer to have access to navigate to all DRED information, regardless of the portal entered. The efficiencies of this combined effort will continue to strengthen a common brand as it is updated and refreshed. Our goal is to collectively advance the marketing capabilities of each division through new and future technologies. The contract will also transfer the Office of Workforce Opportunities' web site to become an integral part of the current DRED web sites.

The Department of Information and Technology has approved this contract and a copy of their letter is attached for your information. The Attorney General's Office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted.

  
George M. Baird  
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

S. William Rogers  
Commissioner

May 8, 2012

George M. Bald, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03302-1856

Dear Commissioner Bald:

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 SilverTech, Inc. of Manchester, NH, as described below and referenced as DoIT No. 2011-052A.

This is a request for approval to enter into a contract amendment with SilverTech to add the Department of Resources and Economic Development (DRED) Office of Workforce Opportunity NH Works Program and NH Job Training web sites to the existing suite of DRED sites currently hosted and maintained by SilverTech, Inc. The amount of the contract amendment shall not exceed \$40,000, increasing the total contract amount from \$48,000 to \$88,000, and shall become effective upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Resources and Economic Development's submission to Governor and Executive Council for approval.

Sincerely,

  
S. William Rogers

SWR/ltm  
DoIT 2011-052A

cc: Nicole Warren, DoIT  
Leslie Mason, DoIT  
Michael Powers, DRED

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-052 NH DRED Websites, on December 14, 2011, Item #61 (herein after referred to as the "Agreement"), SilverTech, Inc. (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Resources and Economic Development (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 8 *Change Orders* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to add additional deliverables to the Agreement, the Department and the Vendor seeks to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$40,000.00 to bring the total contract price to \$88,000.00.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document /General Provisions are hereby amended as follows:

1. Amend Section 1.8 of the Contract Document/General Provisions of the Agreement by increasing the Price Limitation from \$48,000.00 to \$88,000.00.

Exhibit A: Contract Deliverables is hereby amended as follows:

Contract # 2011-052 Exhibit A	AMENDED TEXT		
Section 2	Add the following to Section 2.1: <i>Implementation Schedule – Deliverables/Milestones/Activities:</i>		
	<b>DRED Web Sites Deliverables</b>		
33	SilverTech shall design and develop 2 web sites for the Office of Workforce Opportunity. All technologies and platforms of the website will be updated to take advantage of 2012 best practices. This development will incorporate the existing DRED Content Management System currently used by VisitNH.gov, NHStateParks.org, and NHEconomy.com to both web sites.	Software	6/30/12
34	SilverTech will provide a complete strategy for each site including finalized sitemaps, wireframes and general project overview on functionality.	Documentation	6/30/12

Initial all pages  
SilverTech Initials



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT A**

	35	SilverTech will strategize and determine all website content and navigation to streamline the user experience.	Content	6/30/12
	36	SilverTech shall integrate the existing DRED email system in order to automate the email marketing based on interest categories.	Software	6/30/12
	37	Design and development of NHWorks.com under Microsoft .NET technologies.	Software	6/30/12
	38	Design and Development of NHJobTrainingFund.org under Microsoft .NET technologies.	Software	6/30/12
	39	SilverTech will perform the necessary search engine optimization practices to help with online promotion and access.		6/30/12

Exhibit B of the Agreement is hereby amended as follows:

<b>Contract # 2011-052 Exhibit B</b>	<b>AMENDED TEXT</b>						
<b>Section 1</b>	<p>Add: Section 1.2: Not to Exceed:</p> <p><b>1.2 Not to Exceed</b> This Contract Amendment between the State of New Hampshire, Department of Resources &amp; Economic Development and SilverTech, Inc. is an agreement to provide a DRED associated Services for a Not to Exceed (NTE) price of \$40,000.00 This Contract shall allow SilverTech, Inc. to invoice the State for all charges by SilverTech, Inc. under this Contract for the DRED Web Sites and Services in accord with the schedule in the tables below:</p>						
<b>Section 1: Table 1</b>	<p>Add the following to Table 1: <i>Activity, Deliverable, or Milestone Price and Payment Schedule:</i></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 15%; text-align: center;">33</td> <td style="width: 55%;">SilverTech shall design and develop 2 web sites for the Office of Workforce Opportunity. All technologies and platforms of the website will be updated to take advantage of 2012 best practices. This development will incorporate the existing DRED Content Management System currently used by VisitNH.gov, NHStateParks.org, and NHEconomy.com to both web sites.</td> <td style="width: 15%; text-align: center;">Launching 2012</td> <td style="width: 15%;"></td> </tr> </table>			33	SilverTech shall design and develop 2 web sites for the Office of Workforce Opportunity. All technologies and platforms of the website will be updated to take advantage of 2012 best practices. This development will incorporate the existing DRED Content Management System currently used by VisitNH.gov, NHStateParks.org, and NHEconomy.com to both web sites.	Launching 2012	
33	SilverTech shall design and develop 2 web sites for the Office of Workforce Opportunity. All technologies and platforms of the website will be updated to take advantage of 2012 best practices. This development will incorporate the existing DRED Content Management System currently used by VisitNH.gov, NHStateParks.org, and NHEconomy.com to both web sites.	Launching 2012					

Initial all pages  
SilverTech Initials



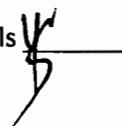
DoIT Contract Amendment v2.0 (5/03)

Page 2 of 6

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT A**

	34	SilverTech will provide a complete strategy for each site including finalized sitemaps, wireframes and general project overview on functionality.	June 2012	\$5,000.00
	35	SilverTech will strategize and determine all website content and navigation to streamline the user experience.	June 2012	\$2,000.00
	36	SilverTech shall integrate the existing DRED email system in order to automate the email marketing based on interest categories.	June 2012	\$1,000.00
	37	Design and development of NHWorks.com under Microsoft .NET technologies.	June 2012	\$20,000.00
	38	Design and Development of NHJobTrainingFund.org under Microsoft .NET technologies.	June 2012	\$10,000.00
	39	SilverTech will perform the necessary search engine optimization practices to help with online promotion and access.	June 2012	\$2,000.00
		Total		\$40,000.00
<b>Section 2</b>	<p>Delete Section 2: <i>Total Contract Price</i> and Replace with:</p> <p><b>3. TOTAL CONTRACT PRICE</b> Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments by the State exceed \$88,000.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to SilverTech for all fees and expenses, of whatever nature, incurred by SilverTech in the performance hereof.</p> <p>The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p> <p>SilverTech will include the CFDA #'s 17.258, 17.259 and 17.278 on all fiscal documents relative to activities associated with the Office of Workforce Opportunity. Additionally, SilverTech will provide these numbers to their internal auditors.</p>			

Initial all pages  
SilverTech Initials

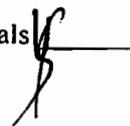


STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT A

Exhibit E: *Implementation Services* of the Agreement is hereby amended as follows:

Contract # 2011-052 Exhibit E	AMENDED TEXT
Section 1.1.2	<p>Add to the following section: Section 1.1.2: <i>Component II: Future Enhancements, Design and Building</i></p> <p><b>DESIGN:</b></p> <p>During this meeting and follow-up communications, the SilverTech team shall gain a deep understanding of the OWO organization, including but not limited to, operational objectives, agency goals, internal culture, employee population, marketing plans, promotional and communications need and various external interactions. This discovery session shall provide the creative team with the information needed to establish an appropriate creative direction and functional look and feel.</p> <p>SilverTech shall prepare a suite of strategic documents which shall include but not be limited to the following:</p> <p>SilverTech shall produce a detailed functional specification document that may be utilized as a starting point to the actual web site branding, design, development, integration, and launch phases.</p> <p>SilverTech shall deliver a Work Plan as specified in Contract Section 9: <i>Work Plan</i> within 10 days of Governor and Council approval. The Work Plan shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Schedule and shall be updated on a bi-weekly schedule, or more frequently if required.</p> <p>SilverTech shall prepare and deliver Usability Wireframe Documents that shall illustrate the proposed structure of the web site and clearly depict how users can quickly and easily locate the information they seek.</p> <p>SilverTech shall prepare a document defining the web site information architecture based upon organization systems, labeling systems, navigation systems, and searching systems. The plan shall also include an evaluation of existing content and specify the requirements for new content for the web site.</p> <p>All such documents described above shall be subject to review and written approval by the State as specified in <i>Exhibit A: Contract Deliverables</i>.</p> <p>DRED staff shall be presented with initial site design compositions comprised of a home page and secondary page layout. The initial redesign shall undergo up to three (3) revision rounds. Once the redesign compositions are finalized, they shall be submitted to the State for written approval as described in <i>Exhibit A: Contract Deliverables</i>.</p> <p>SilverTech shall setup, customize and design up to two (2) templates for the email marketing system.</p> <p><b>BUILDING:</b></p>

Initial all pages  
SilverTech Initials



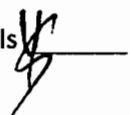
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT A

	<p>SilverTech will incorporate all content into the 2 new websites.</p> <p>The SilverTech production team shall development the individual web site pages in accordance with the specifications in Section H: <i>Mandatory Requirements</i>. Review and acceptance of the web site pages shall be in accordance with Contract Section 5: Contract Deliverables.</p> <p>SilverTech shall provide up to three (3) days of training on the content management system, web site structure, and eNLP. This shall include phone and WebEx support as needed.</p>
--	--

**Table 4 Contract 2011-052- New Hampshire DRED Web Site Contract Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDEMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2011-052	Original Contract	December 14, 2011	\$48,000.00
Amendment #A	First Amendment (A)	Upon G&C Approval	\$40,000.00
	<b>CONTRACT TOTAL</b>		<b>\$88,000.00</b>

Initial all pages  
SilverTech Initials



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
2011-052 NEW HAMPSHIRE DRED WEB SITE  
CONTRACT AMENDMENT A

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
\_\_\_\_\_  
Yuvraj Soggu, President  
SilverTech, Inc.

Date: MAY 3, 2012

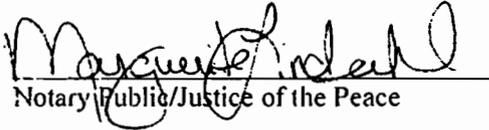
Corporate Signature Notarized:

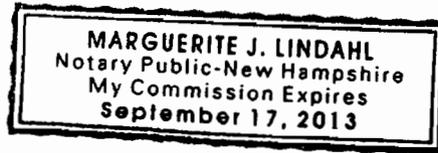
STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 3<sup>rd</sup> day of MAY, 2012, before me,  
\_\_\_\_\_, the undersigned Officer Yuvraj Soggu,  
personally appeared and acknowledged her/himself to be the President,  
of SilverTech, Inc., a corporation, and that she/he, as such  
being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Yuvraj Soggu.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace



My Commission Expires: 9-17-2013

(SEAL)

  
\_\_\_\_\_  
George M. Bald, Commissioner  
State of New Hampshire  
Department of Resources and Economic Development

Date: 5/8/12

Approved by the Attorney General (Form, Substance and Execution)

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 5/14/2012

Initial all pages  
SilverTech Initials Y

DoIT Contract Amendment v2.0 (5/03)  
Page 6 of 6

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SilverTech, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 2, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of April, A.D. 2012

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

William M. Gardner  
Secretary of State

CONSENT TO ACTION TAKEN BY THE DIRECTOR OF  
SilverTech, Inc.

The undersigned director hereby consents to and ratifies the actions taken as set forth below:

**RESOLVED:** That the Director authorizes the Corporation to file a proposal for a website host maintenance, support of DRED websites, transferring of Office of Workforce Opportunity (OWO) websites to be housed with the DRED websites and the development of a content management system for the OWO website for the State of New Hampshire, Office of Information Technology, in response to STATE OF NEW HAMPSHIRE DRED, 2011-052 NEW HAMPSHIRE DRED WEB SITE CONTRACT.

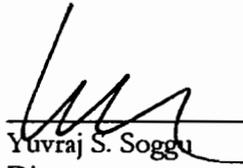
**RESOLVED:** That the President or any of the Officers of the Corporation be and hereby are authorized and directed for and on behalf of this Corporation to enter into a contract resulting from 2011-052 NEW HAMPSHIRE DRED WEB SITE CONTRACT with the State of New Hampshire and to take any and all such actions and to execute, 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) that they deem necessary, desirable or appropriate to accomplish the same; and

**RESOLVED:** That the signature of any Officer of this Corporation affixed to any instrument of document in or contemplated by these resolutions shall be conclusive evidence of the authority of the Officer to bind this Corporation thereby.

**RESOLVED:** Yuvraj S. Soggu had authority on November 28, 2011 to bind SilverTech, Inc. in the contract with State of New Hampshire DRED and that the authority has not been amended or repealed since this resolution.

The signing of this Consent by the undersigned director shall constitute full ratification of the action taken as set forth in the foregoing resolutions.

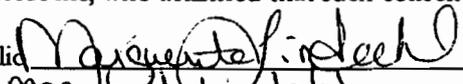
Consent dated:   MAY 3,  , 2012

  
\_\_\_\_\_  
Yuvraj S. Soggu  
Director

Statement of Notary

State of New Hampshire, County of Hillsborough

The consent to this request was subscribed and sworn to before me on this 3<sup>rd</sup> day of MAY by Yuvraj Soggu proved to me on the basis of satisfactory evidence to be the person who appeared before me, who affirmed that such consent represents his/her free and voluntary act.

Notary Public   
Print Name Marguerite J. Lindahl  
My commission expires 9-17-2013

MARGUERITE J. LINDAHL  
Notary Public-New Hampshire  
My Commission Expires  
September 17, 2013