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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
**NH STATE LIBRARY**

20 Park Street Concord, New Hampshire 03301

January 2, 2024

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources to enter into a contract with Progressive Technology Federal Systems, Inc. (VC #170511), Bethesda, MD in the amount of \$197,610.27 for the digital archiving and capturing solution for born-digital State of New Hampshire publications, with the option to renew for two additional three-year terms, effective upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funds are available in the following account for Fiscal Years 2024 and 2025 and are anticipated to be available in Fiscal Years 2026 and 2027, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-353010-25540000, Federal Library Programs,

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
102-5000731 – Contracts for Program Services	\$60,459.06	\$44,045.42	\$45,695.24	\$47,410.55

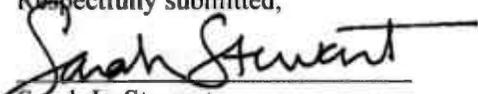
**EXPLANATION**

The New Hampshire State Library is mandated by *RSA 202-B: New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8)* to serve as the state repository and access point for New Hampshire’s state agency publications. As state agencies increasingly produce their publications in “born-digital” formats as opposed to print versions, it has become increasingly more difficult for the state library to meet its statutory requirement to maintain a library collection of state agency publications. In order to comply with this requirement NH State Library seeks approval to contract with Progressive Technology Federal Systems, Inc (PTFS) as outlined above.

On October 17, 2022 a request for proposals (RFP) was posted on the Division of Purchase and Property’s website seeking a vendor that will provide a digital software solution to store state agency born-digital publications, that includes a public access interface, in a hosted environment, including storage for current holdings and to meet the needs of over 43 State Agencies for the Contract Term. The vendor will also supply a mechanism to regularly obtain new digital documents from State Agency websites, with hosting, maintenance, and support for any necessary software. The solution proposed for the RFP needs to build upon what has already been established since 2008 (software currently used includes ArchivalWare, Spyder 2synchronizer, and MS SQL storage. PTFS was the only respondent who submitted a proposal that was received by the deadline of December 6, 2022. Contract negotiations occurred for over a year due to both staff vacancies at the State Library and questions from the Attorney General’s office about the limited liability outlined in the contract.

The Attorney General’s Office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

 (LSM)  
Sarah L. Stewart  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT of NATURAL and CULTURAL RESOURCES**  
**State Library**  
**DNCR-2023-035**

**RFP Scoring Summary**

Name of Company	State	Scoring Criteria and Maximum Points				Cost (20 pts)
		Software Solution (30 Pts Max)	Technical, Service, and Project management Experience (20 Pts Max)	Company/Staff (30 Pts Max)	Total Score before Cost (80 pts)	
<b>Progressive Technology Federal Systems (PTFS)</b>	<b>MD</b>	<b>28</b>	<b>18</b>	<b>29</b>	<b>75</b>	<b>20</b>
						<b>Only one proposal received.</b>

<b>EVALUATION COMMITTEE MEMBERS</b>		
<b>Name</b>	<b>Title</b>	<b>Relevant Experience</b>
Mary Russell	Supervisor, NHAIS & Technical Services, NHSL	Administrator of the Digital Documents Depository (DDD) Program
Charles Shipman	Supervisor, Reference Services, NHSL	Worked on the DDD Program, including administration tasks
Zahra Gordon	Cataloger, NHAIS & Technical Services, NHSL	Worked on the DDD Program, including metadata
Nicole Warren	IT Lead, DNCR	Experience with Testing and Security aspects of NH DOIT contracts



**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)

**Denis Goulet**  
*Commissioner*

November 20, 2023

Sarah L. Stewart, Commissioner  
Department of Natural and Cultural Resources  
State of New Hampshire  
20 Park Street  
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Progressive Technology Federal Systems (PTFS) of Rockville, MD, as described below and referenced as DoIT No. 2023-035.

This is a request for approval to enter into a contract with Progressive Technology Federal Systems to provide a Digital Document Depository for the collection of the born-digital documents created by NH State agencies.

The amount of the contract is \$197,610.27 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2027.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik  
DoIT #2023-035

cc: Nicole Warren, IT Manager



STATE OF NEW HAMPSHIRE

NH Department of Natural & Cultural Resources

NH State Library

Digital Document Depository for State Agencies

DNCR – 2023-035

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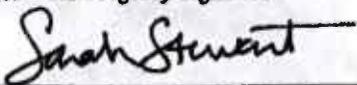
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Natural and Cultural Resources NH State Library		<b>1.2 State Agency Address</b> 20 Park Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Progressive Technology Federal Systems - PTFs		<b>1.4 Contractor Address</b> 1801 Research Blvd, Suite 310 Rookville, MD 20850	
<b>1.5 Contractor Phone Number</b> 301-654-8088	<b>1.6 Account Unit and Class</b> AU: 25540000 Class: 102	<b>1.7 Completion Date</b> June 30, 2027	<b>1.8 Price Limitation</b> \$197,610.27
<b>1.9 Contracting Officer for State Agency</b> Michael York, State Librarian		<b>1.10 State Agency Telephone Number</b> 603-271-2397	
<b>1.11 Contractor Signature</b>  John Yokley jyokley@ptfs.com 2023.11.21 12:00:47 -0500 Date: 11/21/2023		<b>1.12 Name and Title of Contractor Signatory</b> John Yokley, CEO	
<b>1.13 State Agency Signature</b>  Date: 1/9/2024		<b>1.14 Name and Title of State Agency Signatory</b> Sarah L. Stewart, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: <i>Sheri Phillips, AAG</i> On: <i>1/16/2024</i>			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B which is incorporated herein by reference (“Services”).

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

**STATE OF NEW HAMPSHIRE**  
**NH Department of Natural & Cultural Resources - State Library**  
**DNCR 2023-035 – Digital Document Depository for State Agencies**  
**EXHIBIT A – SPECIAL PROVISIONS**

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**EXHIBIT A - SPECIAL PROVISIONS**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

**3.4** The Term may be extended up to Two (2) additional three (3)-year terms, (“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, 2033 under the same terms and conditions, subject to approval of the Governor and Executive Council.

**A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

**9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor 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 ten (10) 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 Contractor and in which the State has an interest;
- d.** Take no action to intentionally erase any State data until directed by the State;
- e.** 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;
- f.** Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g.** Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-

**STATE OF NEW HAMPSHIRE**  
**NH Department of Natural & Cultural Resources - State Library**  
**DNCR 2023-035 – Digital Document Depository for State Agencies**  
**EXHIBIT A – SPECIAL PROVISIONS**

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88 approved methods. Certificates of destruction shall be provided to the State; and

**h.** Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

**A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a.** shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b.** 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;
- c.** 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
- d.** is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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- 10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

**A.4 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

- 12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
  - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**A.5 The following Provisions are added and made part of the P37:**

**27. FORCE MAJEURE**

- 27.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 27.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**28. EXHIBITS/ATTACHMENTS**

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

**29. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work

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or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**30. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Natural & Cultural Resources Contract Agreement 2023-035 P-37 as amended by Exhibit A.
- ii. State of New Hampshire, Department of Natural & Cultural Resources Contract Exhibits in order of precedence:
  - a. Exhibits B and C;
  - b. Exhibit D
  - c. Exhibit E;
  - d. Exhibit F:
  - e. Exhibit G.
- iii. State of New Hampshire, Department of Natural & Cultural Resources 2023-035 DNCR Digital Document Depository RFP
- iv. Vendor Proposal Response to Department of Natural & Cultural Resources 2023-035 DNCR Digital Document Depository RFP dated December 6, 2022.

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**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

**EXHIBIT B – STATEMENT OF WORK (SOW) - BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. STATEMENT OF WORK**

The Contractor will provide a digital software solution to store state agency born-digital publications, that includes a public access interface, in a hosted environment, including storage for current holdings and to meet the needs of over 43 State Agencies for the Contract Term. The Contractor will also supply a mechanism to regularly obtain new digital documents from State Agency websites, with hosting maintenance and support for any necessary software. The solution proposed will build upon what has already been established since 2008 (software currently used includes ArchivalWare, Spyder 2synchronizer, and MS SQL storage).

**2. BUSINESS / TECHNICAL REQUIREMENTS**

Business and Technical Requirements are identified in Exhibit G: Attachment 1

**3. ACTIVITY, DELIVERABLE, AND MILESTONE**

<b>DELIVERABLES</b>		
	<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>	<b>DELIVERABLE TYPE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Security Plan	Written
5	Communications and Change Management Plan	Written
6	Systems Interface Plan and Design/Capability	Written
7	Testing Plan	Written
8	Data Conversion Plan and Design	Written
9	Deployment Plan	Written
10	Comprehensive Training Plan and Curriculum	Written
11	End User Support Plan	Written
12	Business Continuity Plan	Written
13	Documentation of Operational Procedures	Written
<b>INSTALLATION</b>		
14	Provide Software Licenses (if needed)	Written
15	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
<b>TESTING</b>		
16	Conduct Integration Testing	Non-Software
17	Conduct User Acceptance Testing	Non-Software
18	Perform Production Tests	Non-Software

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19	Test In-Bound and Out-Bound Interfaces with State Agency websites	Software
20	Conduct System Performance (Load/Stress) Testing	Non-Software
21	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
<b>SYSTEM DEPLOYMENT</b>		
22	Convert existing Data (if needed) for loading into Production Environment	Non-Software
23	Converted Data Loaded into Production Environment	Software
24	Conduct Training	Non-Software
25	Cutover to New Software	Non-Software
26	Provide Documentation	Written
27	Execute Security Plan	Non-Software
<b>OPERATIONS</b>		
28	Ongoing Hosting Support	Non-Software
29	Ongoing Support & Maintenance	Software
30	Future Software Enhancements	Software
31	Conduct Project Exit Meeting	Non-Software

**4. DELIVERABLE REVIEW AND ACCEPTANCE**

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

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the

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Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**4.2 Software Deliverables Review and Acceptance**

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

**4.3 Number of Deliverables**

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

**4.4 Conditional and Unconditional Acceptance**

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

**5. CHANGE ORDER**

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and 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 within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**6. IMPLEMENTATION SERVICES**

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

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The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

**7. PROJECT MANAGEMENT**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

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

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

**7.1 The Contractor Key Project Staff**

**7.1.1. The Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Jon Sievert  
301-654-8088 ext. 166

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[jsievert@ptfs.com](mailto:jsievert@ptfs.com)

**7.1.2. The Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Jennifer Black  
240-380-1162  
[jblack@ptfs.com](mailto:jblack@ptfs.com)

Contractor's selection of the 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 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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 Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Twenty-four (24) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**7.1.3. Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

**7.1.4. The Contractors Additional Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

Jennifer Black  
240-380-1162  
[jblack@ptfs.com](mailto:jblack@ptfs.com)

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

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**7.1.5. Termination for Lack of Project Management and Key Project Staff**  
Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

**7.1.6. The State Key Project Staff**

**The 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:

Melinda Atwood, Assistant State Librarian, NHSL  
603-271-2393  
mindy.atwood@dncr.nh.gov

**The State Project Manager**

The State shall assign a Project Manager. The State's Project Manager is:

Mary A. Russell, Supervisor, NHAIS & Technical Services, NHSL  
603-271-2866  
mary.a.russell@dncr.nh.gov

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

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

**8. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

PTFS's overall strategy for NHSL's implementation will be analogous to the work plan PTFS used for installing NHSL's current system, and our project management plan will be delivered within 10 days after the Task order Award.

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**Sample Workplan**

Project Overview for Knowvation 5 to Knowvation 6 Migration. Deliverables, major milestones, task dependencies, and a payment Schedule can be found in Table E-1.1 of the Pricing Proposal.

- Kick Off Meeting
  - Introductions
  - Roles and responsibilities
  - Scope review
- Begin regular project meetings which may include:
  - Software demonstrations
  - Configuration reviews
  - Project status reviews
- Completed work plan delivery
  - Provides details on timeline, milestones, and deliverables
- Implementation
  - Stand up new server in AWS and Install Knowvation Upgrade
  - Synch DB and data from current production to new server
  - PTFS application testing and verification of migrated data
  - Setup and testing of Agency crawl jobs
- Training
  - Staff User training
- Testing
  - User Acceptance Testing
- Go – Live
  - Freeze current sys, final data synch
  - Final data verification
  - Cutover to KV6
- Transition to Maintenance

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's 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 The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

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**9. ACCEPTANCE & TESTING SERVICES**

Testing Plan	Written plan within 6 weeks from award
Conduct Integration Testing	Within 12 weeks from award
Conduct User Acceptance Testing	Within 12 weeks from award
Perform Production Tests	Within 12 weeks from award
Test In-Bound and Out-Bound Interfaces with State Agency websites	Within 12 weeks from award
Conduct System Performance (Load/Stress) Testing	N/A -PTFS is Hosting
Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Weekly Vulnerability Scanning; no 3 <sup>rd</sup> Party Pen Testing

**10. MAINTENANCE, OPERATIONS AND SUPPORT**

**10.1 System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**10.2 System Support**

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

**Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within four (4) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within eight (8) business hours of a request.

**Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action. The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.

**10.3 Support Obligations**

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

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The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by; and

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- ix. mean time between Reported Deficiencies with the Software;
- x. diagnosis of the root cause of the problem; and
- xi. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

#### **10.4 Contract Warranties and Representations**

##### **10.4.1. System**

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

##### **10.4.2. Software**

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

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

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

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- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**10.4.3. Compatibility**

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

**10.4.4. Services**

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

**11. DATA PROTECTION**

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

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**11.1 Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**11.2 Security Incident Or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**11.3 Breach Responsibilities**

**11.3.1.** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.

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

**11.3.3.** The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b. promptly implement necessary remedial measures, if necessary; and

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- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

**11.3.4.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:

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

**12. SOFTWARE AGREEMENT**

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

**13. ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

**14. TRAINING**

NHSL's team already uses Knowvation, and our proposed upgrade improves functionality while maintaining the user-friendly interface. Once the application is ready to use, PTFS will coordinate with NHSL to provide training at an agreed upon date and time to cover the necessary components of the upgraded version of Knowvation. PTFS recommends training as part of this contract due to the enhancements with the upgrade and the enhanced spider. This training will include 8 hours that can be broken out into 4 2-hour sessions. It will cover both user and administrative training as described below. PTFS offers, documentation online support, and hardcopy training materials after contract award. As described above, public users are presented with an intuitive and modern interface that is customizable to NHSL's needs. There are help screens available for public users if needed, and PTFS does not anticipate any restrictions. See below for an examples of help screens:

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Title	Views	Created On	Created By	Posted Date	Reply Date
<p><b>Viewing Documents</b></p> <p>Problem Description: When using the Create Record button, the following error message is displayed when the user clicks the Create button: "Unable to complete form submission. Some fields are not valid." Root Cause #1: This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields. Root Cause #2: This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.</p> <p><b>Extra information added to the metadata fields one</b></p> <p><b>Search Interface</b></p> <p>Problem Description: When using the Create Record button, the following error message is displayed when the user clicks the Create button: "Unable to complete form submission. Some fields are not valid." Root Cause #1: This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields. Root Cause #2: This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.</p> <p><b>Search Interface</b></p> <p>Problem Description: When using the Create Record button, the following error message is displayed when the user clicks the Create button: "Unable to complete form submission. Some fields are not valid." Root Cause #1: This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields. Root Cause #2: This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.</p>	12	Mon, Apr 11 11:45	Jessica, Corby		
<p><b>Error when trying to Create Record in KV 5 7 4</b></p> <p><b>Tip: Create Record</b></p> <p>Problem Description: When using the Create Record button, the following error message is displayed when the user clicks the Create button: "Unable to complete form submission. Some fields are not valid." Root Cause #1: This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields. Root Cause #2: This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.</p> <p><b>Search Interface</b></p> <p>Problem Description: When using the Create Record button, the following error message is displayed when the user clicks the Create button: "Unable to complete form submission. Some fields are not valid." Root Cause #1: This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields. Root Cause #2: This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.</p>		Wed, Dec 14 16:20	Jessica, Corby		
<p><b>Error when trying to Create Record in KV 5 7 4</b></p> <p><b>Tip: Create Record</b></p> <p>Problem Description: When using the Create Record button, the following error message is displayed when the user clicks the Create button: "Unable to complete form submission. Some fields are not valid." Root Cause #1: This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields. Root Cause #2: This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.</p> <p><b>Search Interface</b></p> <p>Problem Description: When using the Create Record button, the following error message is displayed when the user clicks the Create button: "Unable to complete form submission. Some fields are not valid." Root Cause #1: This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields. Root Cause #2: This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.</p>		Fri, Feb 25 17:11:4	Jessica, Corby		

**Error when trying to Create Record in KV 5 7 4 "Unable to complete form submission. Some fields are not valid"**

Tip name: **Create Record**  
 ID: 200077104 | Topic: **Solution** | Updated On: **Wed, Dec 16 19:34:26 EST 2020**

**Problem Description**

When using Create Record, the following error message is displayed when the user clicks the Create button:

"Unable to complete form submission. Some fields are not valid."

**Root Cause #1**

This error is usually caused by a mismatch between the Create Template for the selected library and the user's available fields.

**Root Cause #2**

This error may be caused if the Create Template for the selected library has at least one field that is both required and can have multiple values.

**Solution #1**

Compare the list of fields on the Create Template for the selected library (found in **Admin > Tools > Create**, or in the **Admin** group file) with the list of fields available for the user (via **Admin > Edit User > select Group > select User > Fields tab**); that is covering the error message. Modify the user's Available Fields to match the fields listed in the Create Template.

**Solution #2**

Make a backup of this file: `knowviation.nsp/js/views/loadData/createRecord/view.js`  
 Edit the `createRecordView.js` file as described below.  
 Save the changes when finished. Users will need to log out, clear browser cache, and log in to be able to see the solution.

```

@@@ line 409-411
    if ( ! validateForm( data, "required" ) ) {
        var message = "Unable to complete form submission. Some fields are not valid."
        error.publish( 'view', 'errorMsg', message, "This field is required." )
    }
    
```

add line 412-430:

```

verify all required fields populated
if ( ! validateForm( data, "required" ) ) {
    var message = "Unable to complete form submission. Some fields are not valid."
    error.publish( 'view', 'errorMsg', message, "This field is required." )
}
    
```

Knowvation documentation includes a QuickStart Guide for end users that covers basic system functionality. Knowvation's User Guide contains detailed information about the use of each feature, including the functionality for both users with read only permissions and staff users with permissions to ingest and modify records. The Administrator's Guide provides detailed information on the capabilities in the administrative UI. Annual maintenance includes NHSL access to the Knowvation Support Center, which delivers documentation and solutions to common technical support questions and issues.

PTFS plans to offer training remotely via WebEx. Both hardcopy and on-line training materials can be provided. Training covers Knowvation functionality, including user operations and functionality, security administration, computer/database/custom software/network administration, and system diagnostics.

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There are two (2) types of training:

1) **User Training** offers operators many of the fundamental techniques provided in the user interface, including searching (full text, metadata and geospatial), browsing, saving queries, changing profiles, downloading files, modifying metadata records, etc.

2) **Administrative Training** includes setting up new groups and users, along with assigning permissions, etc. The table below is an example of a standard PTFS training model:

User Training	Administrator Training
Searching	User Management
Advanced Searching	Data Management
Map Navigation	Adding Data
Viewing Results	Index Management
Document Viewer	Metadata Mapping
Saved Searches and Albums	Search
Upload and Download	Tasks and Reports
Browse	Import/Export Management
Profile Functionality	Logs and Audits
Help/FAQ	Management Console

Knowviation help and Frequently Asked Questions (FAQs) are available through a help link in the user interface. Customer specific help documentation can be added through this link or in the application dashboard, as well as contacting the TAC.

**15. MERCHANT CARD SERVICES – N/A**

**16. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

**17. CONTRACTOR’S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

The terms outlined in the Payment Schedule is set forth below:

**1. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

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. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**3. SHIPPING FEE**

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

**4. INVOICING**

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

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.

**5. INVOICE ADDRESS**

Invoices may be sent to:

Department of Natural & Cultural Resources - State Library  
Mindy Atwood  
20 Park Street  
Concord, NH 03301

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**6. PAYMENT ADDRESS**

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

**7. OVERPAYMENTS TO THE CONTRACTOR**

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

**8. CREDITS**

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

**9. 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, until successful conclusion of the Warranty Period.

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

**10.1.1. Activities / Deliverables / Milestones Pricing**

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

<b>ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET</b>				
	<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>	<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>	<b>PRICE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software	1 week from Award	Included
2	Work Plan	Written	30 days from award	\$600.00
3	Project Status Reports	Written	Every 30 days	\$600.00
4	Security Plan	Written	1 week from Award	\$0.00
5	Communications and Change Management Plan	Written	Within 6 weeks from award	\$600.00
6	Systems Interface Plan and Design/Capability	Written	Within 6 weeks from award	\$150.00

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7	Testing Plan	Written	Within 8 weeks from award	\$1,200.00
8	Data Conversion Plan and Design	Written	N/A	\$0.00
9	Deployment Plan	Written	Within 6 weeks from award	\$1,200.00
10	Comprehensive Training Plan and Curriculum	Written	Within 8 weeks from award	\$1,200.00
11	End User Support Plan	Written	Within 6 weeks from award	\$300.00
12	Business Continuity Plan	Written	1 week from Award	\$0.00
13	Documentation of Operational Procedures	Written	Within 12 weeks from award	\$1,200.00
<b>INSTALLATION</b>				
14	Provide Software Licenses (if needed)	Written	N/A	\$0.00
15	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	N/A	\$0.00
<b>TESTING</b>				
16	Conduct Integration Testing	Non-Software	Within 8 weeks from award	\$0.00
17	Conduct User Acceptance Testing	Non-Software	Within 12 weeks from award	\$1,200.00
18	Perform Production Tests	Non-Software	Within 12 weeks from award	\$600.00
19	Test In-Bound and Out-Bound Interfaces with State Agency websites	Software	Within 12 weeks from award	\$6,750.00
20	Conduct System Performance (Load/Stress) Testing	Non-Software	N/A	N/A
21	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	Weekly Vulnerability Scans	\$0.00
<b>SYSTEM DEPLOYMENT</b>				
22	Convert existing data (if needed) for loading into Production Environment	Non-Software	N/A	\$0.00

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23	Converted Data Loaded into Production Environment	Software	N/A	\$0.00
24	Conduct Training	Non-Software	After customer acceptance	\$2,400.00
25	Cutover to New Software	Non-Software	N/A	N/A
26	Provide Documentation	Written	Before Training	\$0.00
27	Execute Security Plan	Non-Software	Continual	\$0.00
<b>OPERATIONS</b>				
28	Ongoing Hosting Support	Non-Software	Continual	Included in Table E-1.4
29	Ongoing Support & Maintenance	Software	Continual	Included in Table E-1.3
30	Software Enhancements	Software	Continual	\$0.00
31	Conduct Project Exit Meeting	Non-Software	After training and final acceptance	\$0.00
<b>Total</b>				<b>\$18,000.00</b>

**10.1.2. Software License Pricing**

<b>SOFTWARE LICENSE PRICING WORKSHEET</b>	
<b>SOFTWARE ITEM</b>	<b>INITIAL COST</b>
Knowvation subscription in AWS for unlimited users and up to 120,000 records with Spider Module	\$26,393.06
Test License and hosted server in AWS	\$0.00
<b>Total</b>	<b>\$26,393.06</b>

**10.1.3. Software Operations, Maintenance and Support Pricing**

<b>SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET</b>				
<b>SOFTWARE NAME</b>	<b>SFY24</b>	<b>SFY25</b>	<b>SFY26</b>	<b>SFY27</b>
Knowvation subscription in AWS for unlimited users and up to 120,000 records with Spider Module	Included	\$27,448.78	\$28,546.73	\$29,688.10
<b>Total</b>	<b>\$0.00</b>	<b>\$27,448.78</b>	<b>\$28,546.73</b>	<b>\$29,688.10</b>

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**10.1.4. Hosting Pricing**

<b>HOSTING DETAIL PRICING WORKSHEET</b>				
<b>HOSTING DESCRIPTION</b>	<b>SFY24</b>	<b>SFY25</b>	<b>SFY26</b>	<b>SFY27</b>
Hosted in AWS USEAST 4 CPU 16G RAM 300Gb for production environments	\$13,266.00	\$13,796.64	\$14,348.51	\$14,922.45
Test environment	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$13,266.00</b>	<b>\$13,796.64</b>	<b>\$14,348.51</b>	<b>\$14,922.45</b>

**10.1.5. Other Cost Pricing**

<b>OTHER COST PRICING WORKSHEET</b>				
<b>OTHER COST DESCRIPTION</b>	<b>SFY24</b>	<b>SFY25</b>	<b>SFY26</b>	<b>SFY27</b>
Spider Configuration Support	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
<b>Total</b>	<b>\$2,800.00</b>	<b>\$2,800.00</b>	<b>\$2,800.00</b>	<b>\$2,800.00</b>

**10.1.6. Implementation Pricing Summary**

<b>IMPLEMENTATION COST SUMMARY PRICING WORKSHEET</b>	<b>SFY 24</b>	<b>SFY 25</b>	<b>SFY 26</b>	<b>SFY 27</b>	<b>TOTAL</b>
<b>COST TYPE</b>					
Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	\$18,000.00	-	-	-	\$18,000.00
Software License Pricing (Total from Software License Pricing Worksheet)	\$26,393.06	-	-	-	\$26,393.06
Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	-	\$27,448.78	\$28,546.73	\$29,688.10	\$85,683.61
Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	\$13,266.00	\$13,796.64	\$14,348.51	\$14,922.45	\$56,333.60
Other Pricing (Total from Other Cost Pricing Worksheet)	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$11,200.00
<b>Grand Total</b>	<b>\$60,459.06</b>	<b>\$44,045.42</b>	<b>\$45,695.24</b>	<b>\$47,410.55</b>	<b>\$197,610.27</b>

**10.1.7. Future Contractor Rates Worksheet**

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The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

<b>FUTURE VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET</b>				
	Project Manager	Support Engineer 1	Support Engineer 2	Developer Lead
Planning And Project Management	47	0	0	0
Installation	0	0	0	0
Testing	0	25	20	12
System Deployment	16	0	0	0
Operations	0	0	0	0
Total Hours	63	25	20	12
Hourly Rate	\$150.00	\$150.00	\$150.00	\$150.00
<b>Vendor Resource Price Total (Hours X Rate)</b>	<b>\$9,450.00</b>	<b>\$3,750.00</b>	<b>\$3,000.00</b>	<b>\$1,800.00</b>

*Remainder of page intentionally left blank.*

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

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**EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

The terms outlined in the Software License Agreement are set forth below:

1. License Grant. During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State’s internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor’s proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party’s business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

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

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software (“Contracted Resources”) 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 Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

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

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- c. Gives Contractor 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 Contractor believes or it is determined that any of the Contracted Resources may have violated someone else’s intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

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

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. 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:

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Jon Sievert	Mindy Atwood	5 Days
First	Jennifer Black	Michael York	10 Days
Second	N/A	Sarah Stewart	10 Days
Third	N/A	N/A	15 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.

**2. ACCESS AND COOPERATION**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. Contractor 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

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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. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

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

**6.1.1. Computer Use**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

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- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the
- f. individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- g. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.1.2. Email Use**

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

**6.1.3. Internet/Intranet Use**

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

**6.2 State Website Copyright**

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

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**EXHIBIT F – TERMS AND DEFINITIONS**

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An 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. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.

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Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department of Natural and Cultural Resources (DNCR)	State Agency that is a part of the Executive Branch of the State of New Hampshire.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.

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Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use 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 Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
PTFS	Progressive Technology Federal Systems, Inc.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.

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Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
State Library	A division of the Department of Natural and Cultural Resources (NHSL)
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.

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Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the 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 B: <i>Business/Technical Requirements and Deliverables</i> . 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.

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**ATTACHMENTS**

- a. Business and Technical Requirements – Attachment 1

**CONTRACTOR CERTIFICATES**

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>GENERAL SPECIFICATIONS</i>					
B1.1	Solution must be fully Vendor hosted.	M	Y		
B1.2	Customizable, easy to use interfaces for searching and administration of the archive.	M	Y		
B1.3	Solution includes fully functional web-based metadata editor.	M	Y		
B1.4	Supports multiple concurrent metadata schemas, including extended Dublin core.	M	Y		
B1.5	Supports search integration with other software (ie. Koha catalog).	M	Y		
B1.6	Must be Z39.50—ISO 23950 Compliant.	M	Y		
B1.7	Capacity to integrate our entire current document collection into the proposed Solution (approx. 100,000 documents).	M	Y		
B1.8	Solution includes image capture and conversion (OCR, enhancement, etc.) tools.	M	Y		
B1.9	Solution includes crawl/index/ingest services and language tools.	M	Y		
B1.10	Solution includes workflow management tools.	M	Y		

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<b>FUNCTIONALITY FOR PUBLIC USERS</b>					
B2.1	Searches across large document sets (millions of pages) with a rapid response time.	M	Y		
B2.2	Provides browse hierarchy that can be created on ingest, defined by hot folders or duplicated from shared drive folders.	M	Y		
B2.3	Links sites and documents by designating metadata fields as linking fields	M	Y		
B2.4	Offers saved searches and automatic notification service for logged in users.	P	Y		
B2.5	Searches metadata, document full-text or both.	M	Y		
B2.6	Public Users can utilize all system functionality using current versions and 2 versions back of Mozilla Firefox, Microsoft Edge, and Google Chrome.	M	Y		
B2.7	Highlights search hits within document.	M	Y		
B2.8	All metadata fields can be used to limit full-text searches or retrieve non-text digital objects (i.e. search by date, author, publisher, etc.).	M	Y		
B2.9	Supports boolean, natural language (concept), and pattern matching (fuzzy logic) search queries.	M	Y		

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<b>DOCUMENT HARVESTING AND INDEXING</b>					
B3.1	Ability to schedule automatic harvesting of agency documents on a quarterly or more frequent basis.	M	Y		
B3.2	Ability to customize searchable fields to suit our data (Governor's name, for example).	M	Y		
B3.3	Supports storage and access of documents in all MS Office formats.	M	Y		
B3.4	Supports storage and access of plain-text and markup document types (including Text, XML, HTML, PDF, JPG, TIF).	M	Y		
B3.5	Supports storage and access of PDF formats (XMP/XML metadata (PDF/A and PDF/A-3)-ISO:19005 Standards for Archiving).	M	Y		
B3.6	Supports storage and access of video document types (including MPEG, MPEG-2, H.264/MPEG-4 AVC, AVI, WMV, AAF).	M	Y		
B3.7	Supports storage and access of audio document types (including MP3, MP4, WAV).	M	Y		
B3.8	Harvested documents include the metadata that is attached to the document by the agency that posted it.	M	Y		If the metadata is in the document header
B3.9	Ingests files for repository creation or indexes content in real time.	M	Y		
B3.10	Provides crawl and index and/or ingest services for a federated search solution.	M	Y		
B3.11	Ability to filter error logs both by specific error and by whether or not a document was harvested.	P	Y		

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<b>APPLICATION REQUIREMENTS</b>					
<b>GENERAL SPECIFICATIONS</b>					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Y		We can ingest APIs and host over them.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Y		
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1.	M	Y		
<b>APPLICATION SECURITY</b>					
A2.1	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	Y		
A2.2	Verify the identity and 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. Note: this does not apply to Public Users of the Digital Document Depository.	M	Y		
A2.3	Enforce unique usernames.	M	Y		
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Y		

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A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Y		
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Y		
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Y		
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Y		
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Y		
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Y		
A2.11	Log all attempted accesses that fail identification, authentication, and authorization requirements.	M	Y		
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Y		
A2.13	All logs must be kept for (180 days).	M	Y		This is configurable
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y		Force quit via Services or Task Manager

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A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Y		
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Y		
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y		
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y		
A2.19	Utilize change management documentation and procedures.	M	Y		
A2.20	Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Y		
<b>TESTING REQUIREMENTS</b>					
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Y		
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Y		

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T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Y		
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Y		
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Y		
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Y		
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Y		
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Y		
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Y		
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Y		

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T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Y		
T.1.12	For web applications, ensure the 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	Y		
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Y		Penetration testing is not completed on active customer sites, but do monitor the overall environment.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Y		
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Y		

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<b>STANDARD TESTING</b>					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Y		
T2.2	The Vendor must perform application stress testing and tuning.	M	Y		
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Y		
T2.4	The vendor must define and test disaster recovery procedures.	M	Y		
<b>HOSTING-CLOUD REQUIREMENTS</b>					
<b>OPERATIONS</b>					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Y		Amazon AWS
H1.2	Vendor 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.	M	Y		Amazon AWS
H1.3	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	Y		Amazon AWS
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y		Windows Updates and PTFS

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H1.5	Vendor shall monitor System, security, and application logs.	M	Y		
H1.6	Vendor shall manage the sharing of data resources.	M	Y		
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y		
H1.8	The Vendor shall monitor physical hardware.	M	N/A		Hosted environment is virtual. <b>State agrees 8/29/23- NW</b>
H1.9	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 Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y		RDP can be IP restricted to NHSL staff. Vendor access is via AWS VPN
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Y		
<b>DISASTER RECOVERY</b>					
H2.1	Vendor 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	Y		CBCP Documented plan exists
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a 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.	M	Y		Consistent with CBCP

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H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y		Consistent with CBCP
H2.4	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	Y		AWS snapshots
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y		Consistent with CBCP
H2.6	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	N/A		AWS snapshots stored on S3 State agrees 8/29/23- NW
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor 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	Y		AWS snapshots stored on S3
<b>HOSTING SECURITY</b>					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Y		Consistent with SSP (FedRAMP mod settings)
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y		TLS/SSH
H3.3	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	Y		Consistent with SSP (FedRAMP mod settings)

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H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State’s hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y		Consistent with SSP (FedRAMP mod settings)
H3.5	The Vendor shall ensure its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Y		
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor’ hosting infrastructure and/or the application upon request.	M	Y		
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Y		Consistent with SSP (FedRAMP mod settings)
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Y		Consistent with SSP (FedRAMP mod settings)
H3.9	The Vendor shall notify the State’s Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y		Consistent with SSP and Cyber-Security IRP
H3.10	The Vendor 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	See Comment		Limitation of Liability. Subject to applicable laws and regulations, in no event shall either party be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. The Contractor’s liability shall not exceed \$1,000,000 per

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					<p>occurrence and \$2,000,000 aggregate or excess.</p> <p>Notwithstanding the foregoing the limitation of Contractor's liability in this Exhibit G-Attachment 1- Business/Technical Requirements shall not apply to the Contractor's indemnification obligations as set forth in Section 13 of this P-37.</p> <p>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 defense or indemnities.</p>
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<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
<b><i>SUPPORT &amp; MAINTENANCE REQUIREMENTS</i></b>					
S1.1	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y		
S1.2	If The Vendor is unable to meet the uptime requirement, The Vendor 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	Y		
S1.3	The Vendor'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	Y		
S1.4	All hardware and software components of the Vendor 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.	M	Y		
S1.5	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y		
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Y		
S1.7	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 7:30am to 5:00pm- Monday through Friday EST.	M	Y		

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S1.8	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> <li>• Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>• Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>• Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	Y		Software only
S1.9	<p>For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 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;</p>	P	Y		
S1.10	<p>The Vendor 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.</p>	P	Y		

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S1.11	<p>As part of the maintenance agreement, ongoing maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:</p> <ul style="list-style-type: none"> <li>• Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within four (4) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within eight (8) business hours of a request.</li> <li>• Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within twenty-four 2(4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.</li> </ul>	M	N		
S1.12	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y		
S1.13	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	Y		PTFS and the TAC find workarounds.
S1.14	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Y		
S1.15	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	Y		

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S1.16	The Vendor 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	Y		
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y		
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Y		
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Y		
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y		
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (in MS WORD format and available to NHSL on-Line or sent immediately whenever updates are made).	M	Y		Within 48 hours.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PROGRESSIVE TECHNOLOGY FEDERAL SYSTEMS, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on November 30, 2023. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **947089**

Certificate Number : **0006543432**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of **January** A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**Corporate Resolution**

I, Sean Brown, hereby certify that I am duly elected Clerk/Secretary/Officer  
of PTFS, Inc. I hereby certify the following is a true of a vote taken at a  
meeting of the Board of Directors/shareholders, duly called and held on August 15, 2023,  
at which a quorum of the directors/shareholders were present and voting.

**Voted:** That John Yokley (may list more than one person) is duly  
authorized to enter into contracts or agreements on behalf of PTFS, Inc  
with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect the purpose of this vote.

**I hereby certify** that said vote has not been amended of repealed and remains in full force  
and effect as the date of the contract to which this certificate is attached. This authority **shall**  
**remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify  
that it is understood the State of New Hampshire will rely on this certificate as evidence the  
person(s) listed above currently occupy the positions(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** 11/21/2023

**ATTEST:** Sean Brown, Director of Contracts  
(Signature & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/17/2024

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 have ADDITIONAL INSURED provisions or 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> Lowe-Tillson Insurance & Assoc. 2403 Research Boulevard Suite 350 Rockville MD 20850-3778		<b>CONTACT NAME:</b> Kimberley Kenealy, CIC <b>PHONE (A/C, No, Ext):</b> (301) 258-7773 <b>E-MAIL ADDRESS:</b> kkenealy@lowetillson.com <b>FAX (A/C, No):</b> (301) 258-5111	
<b>INSURED</b> Progressive Technology Federal Systems, Inc. 1801 Research Blvd Ste 310 Rockville MD 20850-3184		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Underwriters Ins Co <b>INSURER B:</b> Nutmeg Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 30104 39608	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2022-2023                      **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/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			42SBAAH3FBV	10/02/2023	10/02/2024	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							DAMAGE TO RENTED PREMISES (Ea occurrence)
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			42SBAAH3FBV	10/02/2023	10/02/2024	MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			42SBAAH3FBV	10/02/2023	10/02/2024	GENERAL AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							PRODUCTS - COMP/OP AGG
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			42WECAH3FFN	10/02/2023	10/02/2024		\$
		Y/N <input checked="" type="checkbox"/> N	N/A					
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> Department of Natural and Cultural Resources New Hampshire State Library 20 Park Street Concord NH 03301	<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. <b>AUTHORIZED REPRESENTATIVE</b> 
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