



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



June 19, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Voyager Systems Incorporated (VC #161779B001), Bedford, NH in the amount of \$42,629 in order to design and build content for a web-based application, effective upon approval by Governor and Council through June 30, 2015. 100% Federal Funds.

Funding is available as follows:

03-44-44-442010-2047-102-500731	<u>FY2015</u>
Dept. Environmental Services, Water Planning, Contracts for Program Services	\$42,629

EXPLANATION

In September 2013, the U.S. Centers for Disease Control and Prevention (CDC) awarded the New Hampshire Department of Environmental Services (DES) federal funds to assess and manage the risks associated with exposure to arsenic from private wells in New Hampshire. Arsenic is second only to radon in the frequency with which it exceeds human-health benchmarks in private wells in New Hampshire. Arsenic in drinking water from private wells is believed to be a substantial public health issue in New Hampshire, where more than 40 percent of the population relies on private wells for a drinking water supply. The purpose of the agreement is to develop a web-based application to provide guidance on water quality testing and treatment to the public, specifically targeted to serve users and owners of private wells located in NH.

DES issued a request for proposals in March 2014, and four proposals were received. A review team of experienced DES, New Hampshire Department of Health and Human Services (NHDHHS), and New Hampshire Department of Information Technology (NHDOIT) personnel evaluated the proposals based on numerous criteria, including: demonstrated understanding of the services to be provided under this project; adequacy of the approach and cost; qualifications, skills, and experience of staff; and ability to meet project deadlines. Based on these scores, two bidders were selected to give presentations to the review team. Based on the scores and their demonstrated understanding of the project, Voyager Systems Incorporated (Voyager) was selected. See Attachment A for the proposal scoring and list of reviewers.

This agreement provides funds for Voyager to develop a web-based application to provide guidance on water quality testing and treatment to private well owners. The application will allow public users to input the results of a water test report and receive explanations of the impact on human health and the

properties, benefits, and differences between various water treatment options. The goal of the web application is to assist individuals in making the best-informed decisions about water treatment options.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.

A handwritten signature in black ink, reading "Thomas S. Burack", written over a horizontal line.

Thomas S. Burack
Commissioner



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

Peter C. Hastings
Commissioner

June 26, 2014

Thomas S. Burack, Commissioner
State of New Hampshire
Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Burack:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Voyager Systems Incorporated, of Bedford, NH, as a result of RFP 2014-142 Private Well Water Quality and Treatment Interpretation, as described below and referenced as DoIT 2014-142.

Voyager Systems will develop a web site to provide guidance on water quality testing and treatment to the public, specifically targeted to users and owners of private wells located in NH. The contract amount is \$42,629 and it shall commence upon Governor and Executive Council approval and extend through September 30, 2015.

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

Sincerely,

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

Peter C. Hastings

PCH/ltn
DoIT 2014-142

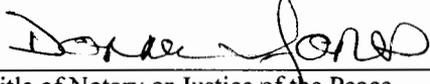
cc: Leslie Mason, IT Manager, DoIT
Chris Simmers, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF ENVIRONMENTAL SERVICES
PRIVATE WELL WATER QUALITY AND TREATMENT INTERPRETATION APPLICATION CONTRACT
CONTRACT 2014-142
AGREEMENT - PART 1**

Subject: Treatment Guide Contractor**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Voyager Systems Incorporated		1.4 Contractor Address Pine Tree Place 360 Route 101, Suite 1501 Bedford, NH 03110	
1.5 Contractor Phone Number 603-472-5172	1.6 Account Number 03-44-44-442010-2047-102-5	1.7 Completion Date 06/30/2015	1.8 Price Limitation \$42,629.00
1.9 Contracting Officer for State Agency Paul Susca, Planning, Protection, & Assistance Supervisor		1.10 State Agency Telephone Number 603-271-7061	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory KEITH HAENEZ, PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6-18-2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  DONNA M. JONES NOTARY PUBLIC, NEW HAMPSHIRE My Commission Expires February 2, 201*			
1.13.2 Name and Title of Notary or Justice of the Peace Donna Jones Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-30-2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF
ENVIRONMENTAL SERVICES
PRIVATE WELL WATER QUALITY AND
TREATMENT INTERPRETATION
APPLICATION CONTRACT
CONTRACT 2014-142
AGREEMENT - PART 2

**STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF ENVIRONMENTAL SERVICES
 PRIVATE WELL WATER QUALITY AND TREATMENT INTERPRETATION
 APPLICATION CONTRACT
 CONTRACT 2014-142
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TERMS AND DEFINITIONS

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

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

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 NH DEPARTMENT OF ENVIRONMENTAL SERVICES
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Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator

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

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 NH DEPARTMENT OF ENVIRONMENTAL SERVICES
 PRIVATE WELL WATER QUALITY AND TREATMENT INTERPRETATION
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Event of Default	Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder (“Event of Default”) a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
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.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by Voyager as essential to work on the Project.
Licensee	The State of New Hampshire

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NH Department of Environmental Services	The NH Department of Environmental Services (NHDES). Formed in January 1987 by state statute RSA 21-O, NHDES was legislatively created through the consolidation and reorganization of four previously separate agencies: the Air Resources Agency, the Office of Waste Management, the Water Supply and Pollution Control Commission, and the Water Resources Board. Each of these groups is now represented within the department's three divisions: Air Resources, Waste Management, and Water. Also, NHDES has units within the Office of the Commissioner, whose roles are to coordinate such activities as agency-wide planning, enforcement, permitting, public information, laboratory services, geologic services, information resources, and financial and personnel management.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.

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Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract

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Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications 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	STATE is defined as: State of New Hampshire NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.

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TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Voyager is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which Voyager is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.

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Wireframe	A visual guide that represents the skeletal framework of the website: functionality, behavior, and priority of content; includes key page elements and their location, such as header, footer, navigation, content objects, branding elements, grouping of elements, such as side bars, navigation bars, content areas, labeling, page title, navigation links, headings to content objects, place holders, content text and images. [sources: webopedia, wikipedia]
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the NH Department of Environmental Services (“State”) and Voyager Systems Incorporated (“Voyager”), a New Hampshire Corporation, having its principal place of business at Pine Tree Place, 360 Route 101, Suite 1501, Bedford, NH 03110.

RECITALS

The State desires to have Voyager provide a browser- based application and associated Services for the State. Voyager wishes to provide a Commercial-off-the-shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENT

1.1. CONTRACT ELEMENTS

- Part 1 – State Terms and Conditions contained in the Form P-37
- Part 2 – The Contract Agreement
- Part 3 – Consolidated Exhibits

- Exhibit A- Contract Deliverables
- Exhibit B- Price and Payment Schedule
- Exhibit C- Special Provisions
- Exhibit D- Administrative Services
- Exhibit E- Implementation Services
- Exhibit F- Testing Services
- Exhibit G- Maintenance and Support Services
- Exhibit H- Requirements- The Vendor’s Responses
- Exhibit I- Work Plan
- Exhibit J- Software License and related Terms
- Exhibit K- Warranty and Warranty Services
- Exhibit L- Training Services
- Exhibit M- Agency RFP with Addendums, by reference
- Exhibit N - Vendor Proposal, by reference
- Exhibit O- Certificates and Attachments

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1.2. ORDER OF PRECEDENCE

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

- a) The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1
- b) General Contract Requirements in Section H of the RFP document.
- c) State of New Hampshire, NH Department of Environmental Services Contract 2014-142.
- d) RFP 2014-142 Private Well Water Quality and Treatment Interpretation Application, dated March 18, 2014, with addendums 1-6 incorporated; then
- e) The Vendor's Proposal, dated April 18, 2014.

1.3. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through June 30, 2015. The Term may be extended up to one year, ("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, 2016.

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

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

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

2. COMPENSATION

2.1. CONTRACT PRICE

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

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2.2. NON-EXCLUSIVE, FIRM FIXED PRICE CONTRACT

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

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

3. CONTRACT MANAGEMENT

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

3.1. THE VENDOR'S CONTRACT MANAGER

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

Voyager Project Manager is:

Keith Haenel

CEO

Pine Tree Place, 360 Route 101, Suite 1501

Bedford, NH 03110

Tel: 603-472-5172, ext. 12

Fax: 603-472-8897

Email: Khaenel@voyagersystems.com

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3.2. THE VENDOR'S PROJECT MANAGER

Voyager Project Manager is:

Keith Haenel

CEO

Pine Tree Place, 360 Route 101, Suite 1501

Bedford, NH 03110

Tel: 603-472-5172, ext. 12

Fax: 603-472-8897

Email: Khaenel@voyagersystems.com

3.2.1. Voyager shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Voyager'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 Contracted Vendor Project Manager's resume, qualifications, references, background checks, and an interview. The State may require removal or reassignment of Voyager's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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

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

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3.3. VENDOR'S KEY PROJECT STAFF

3.3.1 Voyager shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: System Requirements and Deliverables, Table C.1: System Requirements and Deliverables-Vendor Response Checklist. The State may conduct reference and background checks on Voyager Key Project Staff. The State reserves the right to require removal or reassignment of Voyager's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Contract Agreement-Part 2, Section 3.6: Reference and Background Checks.

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

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

3.3.4 Voyager Key Project Staff shall consist of the following individuals in the roles identified below:

<u>Key Member(s)</u>	<u>Title</u>
Keith Haenel	Project Manager, Lead Developer
Fayyaz Shah	Sr. Software Engineer
Pat Collado	System Architect

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3.4. STATE CONTRACT MANAGER

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

Paul Susca
NH Department of Environmental Services
29 Hazen Drive Concord, NH 03301
Tel: (603) 271-7061
Fax: (603) 271-5171
Email: Paul.Susca@des.nh.gov

3.5. STATE PROJECT MANAGER

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

Leading the Project;
Engaging and managing all Contracted Vendors;
Managing significant issues and risks;
Reviewing and accepting Contract Deliverables;
Invoice sign-offs;
Reviewing and approving of change proposals; and
Managing stakeholders' concerns.

The State Project Manager is:
Pierce Rigrod
NH Department of Environmental Services
29 Hazen Drive Concord, NH 03301
Tel: (603) 271-0688
Fax: (603) 271-5171
Email: Pierce.Rigrod@des.nh.gov

3.6. REFERENCE CHECKS AND BACKGROUND CHECKS

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

4. DELIVERABLES

4.1. VENDOR RESPONSIBILITIES

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

Voyager may subcontract Services subject to the provisions of the Contract. Voyager must submit all information and documentation relating to the Subcontractor, including terms and

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conditions consistent with this Contract. The State will consider Voyager to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2. DELIVERABLES AND SERVICES

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

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

4.3. NON SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

4.4. SYSTEMS SOFTWARE DELIVERABLES TESTING AND ACCEPTANCE

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

4.5. SECURITY

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

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

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All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

5. SOFTWARE

5.1. DOCUMENTATION

Voyager shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: Software License and Related Terms.

5.2. LICENSING

Software Licenses and Documentation is set forth in the Contract, and described in Exhibit J: Software License and Related Terms.

5.3. SUPPORT AND MAINTENANCE

Voyager shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: Software License and Related Terms.

5.4. TITLE

Voyager must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

5.5. RESTRICTIONS

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

- a) Remove or modify any program markings or any notice of Voyager'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.

6. WARRANTY

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

7. SERVICES

7.1. ADMINISTRATION

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

7.2. IMPLEMENTATION

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

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7.3. TESTING

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

7.4. TRAINING AND KNOWLEDGE TRANSFER

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

7.5. SUPPORT AND MAINTENANCE

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

8. WORK PLAN DELIVERABLE

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

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

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

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

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

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

9. CHANGE ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

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

In no event shall Voyager be precluded from developing for its self, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, Voyager shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

10.1. STATE'S DATA

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

10.2. 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

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pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.3. VENDORS MATERIALS

Subject to the provisions of this Contract, Voyager may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Voyager shall not distribute any products containing or disclose any State Confidential Information. Voyager shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Voyager employees or third party consultants engaged by Voyager.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4. CUSTOM SOFTWARE SOURCE CODE

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

10.5. SURVIVAL

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

11. USE OF STATE'S INFORMATION- CONFIDENTIALITY

11.1. USE OF STATE'S INFORMATION

In performing its obligations under the Contract, Voyager may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). Voyager shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Voyager's performance under the Contract.

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11.2. STATE CONFIDENTIAL INFORMATION

Voyager shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Voyager in connection with its performance under the Contract, regardless of its form.

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

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

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

11.3. VENDOR CONFIDENTIAL INFORMATION

Insofar as Voyager seeks to maintain the confidentiality of its confidential or proprietary information, Voyager must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Voyager considers the Software and Documentation to be Confidential Information. Voyager acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Voyager as confidential, the State shall notify Voyager and specify the date the State will be releasing the requested information. At the request of the State, Voyager shall cooperate and assist the State with the collection and review of Voyager's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Voyager's sole responsibility and at Voyager's sole expense. If Voyager fails to obtain a court order enjoining the

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disclosure, the State shall release the information on the date specified in the State's notice to Voyager, without any liability to Voyager.

11.4. SURVIVAL

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

12. LIMITATION OF LIABILITY

12.1. STATE

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

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

12.2. VENDOR

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

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

12.3. STATE'S IMMUNITY

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

12.4. SURVIVAL

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

13. TERMINATION

This Section 13 shall survive the termination or Contract conclusion.

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13.1. TERMINATION FOR DEFAULT

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

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

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

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

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

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

13.2. TERMINATION FOR CONVENIENCE

13.2.1. The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Voyager. In the event of a termination for convenience, the State shall pay Voyager the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the

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date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, Price and Payment Schedule, of the Contract.

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

13.3. TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4. TERMINATION PROCEDURE

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

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

- a) Cease work under the Contract on the date, and to the extent specified, in the notice;
- b) Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c) Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Voyager and in which the State has an interest;

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- d) Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- e) Provide written Certification to the State that Voyager has surrendered to the State all said property; and
- f) Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

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15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 15.1. Voyager shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 15.2. Voyager shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Voyager of any of its obligations under the Contract nor affect any remedies available to the State against Voyager that may arise from any event of default of the provisions of the contract. The State shall consider Voyager to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.
- 15.3. Notwithstanding the foregoing, nothing herein shall prohibit Voyager from assigning the Contract to the successor of all or substantially all of the assets or business of Voyager provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Voyager should change ownership, as permitted under this Contract Agreement Part 2, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with Voyager, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Voyager, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Voyager, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

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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.

16.1. DISPUTE RESOLUTION AND SCHEDULE TABLE

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Keith Haenel	State Project Manager (PM)	5 Business Days
First	TBD	State Project Management Team (PMT)	10 Business Days
Second	TBD	Commissioner	15 Business Days

17. GENERAL PROVISIONS

17.1. TRAVEL EXPENSE

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

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

17.2. SHIPPING AND DELIVERY FEE EXEMPTION

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

17.3. PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State will work with Voyager to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Voyager's staff.

17.4. ACCESS/COOPERATION

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

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

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17.5. REQUIRED WORKPLACE PROCEDURES

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

17.6. COMPUTER USE

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

- a) Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b) That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Voyager access or attempt to access any information without having the express authority to do so.
- c) That at no time shall Voyager access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d) That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Voyager 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 Voyager. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e) That if Voyager is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.7. 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". Voyager understands and agrees that use of email shall follow State standard policy (available upon request).

17.8. INTERNET AND INTRANET USE

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

17.9. REGULATORY GOVERNMENT APPROVALS

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

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17.10. FORCE MAJEURE

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

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

17.11. INSURANCE

17.11.1 Voyager Insurance Requirement. See Contract Agreement Part 1- Section 14: Insurance.

17.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, NH Department of Environmental Services, ATTN: Paul Susca, PO Box 95, Concord, NH 03302-0095.

17.12. EXHIBITS

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

17.13. VENUE AND JURISDICTION

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

17.14. WORK FOR HIRE

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

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17.15. SURVIVAL

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

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EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

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

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

The start date in the following table is based on tentative estimated date of Governor and Council approval. The dates will be adjusted accordingly based on the Start Date.

Project Event	Start	End
Kick-off Meeting (On-site) State Staff to Participate in this On-Site Meeting	June 30	June 30
Work plan	July 1	July 10
Design Preparation and Engineering Analysis (On-site) State Staff to Participate in this Meeting - Voyager to Create Summary State Staff to Review Finalize / signoff	July 14	July 17
Prototype (Wireframe) State Staff to Review the Final Wireframe with Voyager to finalize	July 17	August 7
Provide recommendation for State hardware configuration	August 1	August 15
Finalize Design State Staff to Review finalized design / signoff	August 8	Aug 15

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Development Voyager will conduct this event independent of NHDES	July 14	Sept 5
Voyager Test Voyager will conduct this event independent of NHDES	July 14	Sept 5
Delivery to NHDES for User Acceptance Testing State Staff to Conduct Testing as Per Work Plan Report Issues, Changes, Updates to Voyager via DevTrack	Sept. 15	Oct. 15
Preliminary Code Acceptance	--	Oct. 18
Training and Support During Testing State Staff (with Voyager) Per Final Work Plan	Sept. 15	Oct. 22
Prepare for Cutover – Rollout State Staff As Planned in the Final Work Plan	Oct. 31	Nov. 15
End Warranty (90 days from Rollout date)		Jan. 29, 2015

3. TRAINING DELIVERABLES

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.2 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$42,629 for the period between the Effective Date through December 31, 2014. Voyager shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Voyager to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Deliverables/Milestones	Pricing	Deliverable Type
Kick-off Meeting (On-site) State Staff to Participate in this On-Site Meeting		Non-software
Work plan	\$4,262.90	Written
Design Preparation and Engineering Analysis (On-site) State Staff to Participate in this Meeting - Voyager to Create Summary; State Staff to Review Finalize / signoff	\$8,525.80	Written
Prototype (Wireframe) State Staff to Review the Final Wireframe with Voyager to finalize		Non-software
Provide recommendation for State hardware configuration		Non-software
Finalize Design State Staff to Review finalized design / signoff	\$4,262.90	Non-software
Development Voyager will conduct this event independent of NHDES		Software
Voyager Test (including security testing) Voyager will conduct this event independent of NHDES	\$2,131.45	Non-software
Delivery to NHDES for User Acceptance Testing State Staff to Conduct Testing as Per Work Plan;	\$8,525.80	Software & Non-Software

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Report Issues, Changes, Updates to Voyager via DevTrack		
Training and Support During Testing State Staff (with Voyager) Per Final Work Plan		Non-Software
Prepare for Cutover – Rollout State Staff As Planned in the Final Work Plan		Software
Preliminary Code Acceptance	\$10,657.25	Software
Holdback Complete (End of Warranty Period)	\$4,262.90	
Total	\$42,629.00	

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$42,629.00. (“Total Contract Price”) The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Voyager for all fees and expenses, of whatever nature, incurred by Voyager in the performance hereof.

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

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PRICE AND PAYMENT SCHEDULE

3. INVOICING

Voyager 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. Voyager 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.

Invoices shall be sent to:

Pierce Rigrod, NH DES
Drinking Water & Groundwater Bureau
29 Hazen Drive, Concord, NH 03302-9500

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PRICE AND PAYMENT SCHEDULE

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Mr. Keith Haenel, Voyager, Inc., Pine Tree Place,
360 Route 101, Suite 1501
Bedford, NH 03110

5. OVERPAYMENTS TO Voyager

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold \$4,262.90 percent (10%) of the price for each Deliverable, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS

1. Special Provisions

Both parties agree to delete Part 1 State of New Hampshire General Provisions (P-37), Section 14.1.1. Insurance, and replace with:

"14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence, with excess/umbrella liability in the amount of \$10,000,000.00 for each occurrence."

2. NOTICE- Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

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 following addresses.

TO Voyager:

TO STATE:

Mr. Keith Haenel, Voyager, Inc., Pine Tree Place, 360 Route 101, Suite 1501 Bedford, NH 03110	Pierce Rigrod, NH DES Drinking Water & Groundwater Bur. 29 Hazen Drive Concord, NH 03302-9500 (603)271-0688
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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

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

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

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

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

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

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ADMINISTRATIVE SERVICES

As reasonably requested by the State, Voyager shall provide the State with information or reports regarding the Project. Voyager shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

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

4. ACCOUNTING REQUIREMENTS

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

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EXHIBIT E
IMPLEMENTATION AND SECURITY

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. Voyager shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. Voyager and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. Voyager shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- D. Voyager 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.
- E. Voyager shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

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

1. SECURITY

Voyager shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. Voyager shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

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

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

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

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

1.1 Test Planning and Preparation

Voyager shall provide the State with an overall Test Plan that will guide all testing. The Voyager provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Voyager's Project Manager's Certification, in writing, that Voyager's own staff has successfully executed all prerequisite Voyager testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The testing will be conducted by the State in an environment independent from Voyager's development environment. Voyager must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing, Voyager shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

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

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

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

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Voyager team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces
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	being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Voyager Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with Voyager to develop the Systems Integration Test Specifications. • Work jointly with Voyager to develop and load the data profiles to support the test Specifications. • Work jointly with Voyager to validate components of the test scripts, modifications, fixes and other System interactions with the Voyager supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.5 User Acceptance Testing (UAT)

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

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Voyager has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Voyager that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

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UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Voyager Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with Voyager in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7.1 Scope

The scope of **Performance Testing** shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

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

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

1.7.2 Test Types

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Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

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

1.7.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by the vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

1.7.5 Scheduling Performance and Stress Testing

Voyager shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Voyager shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and

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network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e., a Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.8 Regression Testing

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

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

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- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Voyager based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. Validate that the change/update has been properly incorporated into the program; and
 - 2. Validate that there has been no unintended change to the other portions of the program.

- d.) Voyager will be expected to:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 - 3. Manage the entire cyclic process.

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

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

1.9 Security Review and Testing

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

All components of the Solution shall be reviewed and tested to ensure they protect the State’s hardware and 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 the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include Penetration Tests (pen test) or code analysis and Review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a

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

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the applicable service components. Review and Security testing will focus on ensuring the application contains protection against OWASP Top 10 - 2013, as published at <https://www.owasp.org>, as follows:

- A1 – Injection
- A2 – Broken Authentication and Session Management
- A3 – Cross-Site Scripting (XSS)
- A4 – Insecure Direct Object References
- A5 – Security Misconfiguration
- A6 – Sensitive Data Exposure
- A7 – Missing Function Level Access Control
- A8 – Cross-Site Request Forgery (CSRF)
- A9 – Using Known Vulnerable Components
- A10 – Unvalidated Redirects and Forwards

Voyager May be required to provide 3rd party testing. Prior to the System being moved into production Voyager shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).

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1.10 Successful UAT Completion

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

1.11 System Acceptance

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

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM SUPPORT

No support services are being provided by Voyager.

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EXHIBIT H
PRIORITY RESPONSES

Table C-2 General System Requirements

ID	System Requirements	Priority
A3.11	On screen user interface "helps" options to be provided by the vendor and certain hover over help text (e.g., help user set proper concentration unit) messages will be provided by NH DES	O
A3.12	Normal browser functionality will be used in the Solution	M
A3.13	When pages are printed from the Solution, the printout will have identifying agency name and contact information in the print version.	M
A3.14	No client software other than free Adobe reader will be required to use the application.	M
B1.1	Experience with similar projects.	M
B1.2	All necessary business communications shall be conducted Monday through Friday, between 8:00 am and 3:30 pm EST, Monday through Friday, on days when NHDES offices are open. The vendor will not require NHDES to be available for business communications initiated by the vendor for times outside this specification, unless the request is initiated by NHDES.	M
B1.3	Participate in kick off meeting and product delivery meetings. Vendor may propose to use remote communication technology. In that case the vendor will be responsible for hosting sessions.	M

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B1.4	Provide information upon request for quarterly reporting in a format requested by DES per CDC grant requirements.	M
B1.5	All documentation provided by the vendor must be submitted in a format that is readable using Windows 7 and Office 2010.	M
B1.6	Vendor will send a written request for DES acceptance for each deliverable.	M
B1.7	All invoices for final deliverables from the vendor will be signed and dated by NHDES project manager.	M
B1.8	Remote access to NHDES network during project is accomplished via securing a VPN for vendors.	M
B1.10	The vendor will extract design, function, and feature concepts as envisioned for the Solution by examining the examples provided in the attachments, from the vendor's experience with building similar web applications, and from the requirements analysis conducted with NHDES staff.	M
B1.11	The vendor will coordinate with the NHDES project manager to schedule any meetings or interactions with NHDES/DOIT staff and will ensure that the work plan and project plan provided to the NHDES project manager allows scheduling resources required by NHDES/DOIT. During the status meetings the vendor will provide the NHDES/DOIT project manager with a plan and communicates their need for NHDES/DOIT resources, in order to allow the project manager adequate time to schedule resources for any project task.	M
B1.12	Expertise with interactive web application development	M

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P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M
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, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks	M
P1.4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation available to the state in MS Office format or .pdf.	M
P1.6	Status Meetings: Participants will address overall Project status and any additional topics needed to remain on schedule and within budget.	M
	Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility. Status meetings will include:	M
	Project status as it relates to Work Plan	M
	Deliverables status	M
	Accomplishments during weeks being reported	M
P1.6	Planned activities for the upcoming week period	M
	Future activities	M

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	Issues and concerns requiring resolution	M
	Report and remedies in case of failing behind Schedule	M
P1.7	Vendor will provide an example of status reports prepared for another project as an Appendix in their proposal.	O
P1.8	The Vendor will prepare agendas, background for and minutes of all meetings.	M
P1.9	The proposed Work Plan may be amended prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract	O
S2.1	Repair or replace the solution software or any portion thereof so that the system operates in accordance with the specifications, terms and requirements of the contract;	M
S2.2	On-site additional services within four (4) business hours of a request when on-site is required.	O
S2.3	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: nature of the Deficiency; current status of the Deficiency action plans, dates, and times, and identifying issue number.	M
S2.4	The vendor must work with the State to identify and troubleshoot potential failures or deficiencies by diagnosis of the root cause of the problem.	M
S2.5	All deficiencies found during the warranty period and all deficiencies found with the warranty releases shall be corrected by the vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M
T1.1	All components of the Solution shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M

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T1.2	The Vendor shall be responsible for testing, as appropriate and in coordination with NHDES consulting developer. Tests shall focus on the technical, administrative and physical security controls that have been designed into the architecture in order to provide the necessary confidentiality, integrity and availability.	M
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes.	M
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M
T1.5	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M
T1.6	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	O
T1.7	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M
T1.8	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	O
T1.9	Test Input Validation to prevent misuse or non-desired result.	M
T1.10	Prior to the System being moved into production, the Vendor shall provide results of all security testing for review and acceptance.	M
T1.11	The vendor will provide a sample security testing report as an attachment in the proposal.	M
T1.12	All testing results, including a Security Test and Results Report, must be shared with the State.	M
T1.13	The Vendor must provide technical support to NHDES to perform application stress testing and tuning.	M

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EXHIBIT H
PRIORITY RESPONSES

T1.14	Vendor will support NHDES consulting developer during testing the solution and will coordinate with NHDES to ensure that all components and elements of the system function according to the requirements, specifications, constraints, processes outlined in this RFP and its attachments. This requirement applies to unit, integration, acceptance, installation, security, and performance tuning activities.	M
T1.15	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Solution . If successful, subsequent integration testing should only reveal errors related to the integration between application components.	M
T1.16	Upon successful user acceptance, the State will issue a letter of acceptance and the respective Warranty Period shall commence as described in Section H-25.10.1: Warranty Period.	M
T1.17	Vendor will describe the tools and approach used for security testing	M
T1.18	Vendor will reference Appendix G-1 and G-2 of the RFP for security and testing	M

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WORK PLAN

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

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

In conjunction with Voyager's Project Management methodology, which shall be used to manage the Project's life cycle, the Voyager 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 Voyager team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Voyager's Work Plan and shall utilize DEVTRACK allow NH DES to report bugs, anomalies and other necessary fixes and to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Voyager shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).
- The Voyager Team shall honor all holidays observed by Voyager or the State, although with permission, may choose to work on holidays and weekends.
- If a VPN is required, the State shall provide adequate facilities for the Voyager Team.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- Final versions of all Documentation shall be loaded to the State System.
- Voyager assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

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WORK PLAN

C. Technical Environment and Management

- Voyager will lead an effort, including the Consulting Developer, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to Voyager and State of New Hampshire teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

F. Project Schedule

- Deployment is planned to begin on November 1, 2014 with a planned go-live date of December 1, 2014. Dates will be adjusted based on the actual project start date.

G. Reporting

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

H. User Training and Change Management

- The Voyager Team shall lead two State programming staff training sessions occurring on-site or remotely as requested by the State. The State shall maintain the Solution after delivery and acceptance. Training shall include review of the Solution's structure and instruction of "how to" complete common maintenance activities and will include written summaries for State staff reference.

I. Performance and Security Testing

- The Voyager Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Voyager on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Voyager Team Roles and Responsibilities

1) Voyager Team Project Manager

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

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

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

3) Voyager Team Requirements Analysis

The Voyager Team shall conduct analysis of requirements, validate the Voyager Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Voyager Team Tasks

The Voyager team shall assume the following tasks:

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WORK PLAN

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

B. State Roles and Responsibilities

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

1) State Project Manager

The State Project Manager shall work side-by-side with the Voyager Project Manager. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

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

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

- The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include validating and documenting user and business requirements, creating test scripts and test data, constructing test scripts and data; and system, integration, and acceptance Testing.

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EXHIBIT J
SOFTWARE LICENSE

1. TITLE

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

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

2. SOFTWARE AND DOCUMENTATION COPIES

Voyager shall provide the State with one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation.

3. VIRUSES

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

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

4. SOFTWARE NON-INFRINGEMENT

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

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

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

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SOFTWARE LICENSE

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

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2 Software

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

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Services

Voyager warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that

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WARRANTY AND WARRANTY SERVICES

Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

Voyager 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.

1.8 Breach of Data

The Vendor shall be solely liable for costs associated with any breach of State data, including but not limited to, notification and any damages assessed by the courts.

2. WARRANTY SERVICES

Voyager agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- b. During the Warranty period Voyager shall have available to the State via 1 telephone assistance during normal State business hours, with issue tracking available to the State, within one business day of being notified by the State. Assistance response will be dependent upon issue severity;
- c. On-site additional Services within four (8) business hours of a request;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. For all Warranty Service calls, Voyager 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.
- f. Voyager must work with the State to identify and troubleshoot potentially large-scale Software 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; and
- g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Voyager no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event Voyager fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare Voyager in default, terminate the Contract, in whole or in part, without penalty

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WARRANTY AND WARRANTY SERVICES

or liability to the State; 2) return Voyager's product and receive a full refund for all amounts paid to Voyager, including but not limited to, any applicable license fees within (90) days of notification to Voyager of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare Voyager in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for ninety (90) days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, Voyager shall correct the Deficiency, and a new 30 day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 30 consecutive calendar days.

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 EXHIBIT L
 TRAINING SERVICES**

Voyager shall provide the following Training Services.

A. TRAINING

Two trainings are to be offered on-site in New Hampshire, unless otherwise requested by the State. At the first training, written instruction materials that include content regarding how to conduct Solution maintenance will be provided by Voyager for State review. Comments from the State on written training materials will be provided within thirty (30) day and will be incorporated as mutually agreed

Voyager and the State agree to a training approach which focuses on technical knowledge transfer. Key activities of the approach are highlighted below:

Training Approach	Role and Responsibility	
	Voyager Team	State of NH
Develop Training Activities	Lead the development and Implementation of the Training activities. Provide guidance, coaching, materials, and tools.	Provide feedback to the development and Implementation of the Training.
Produce Training Materials and Solution/Programming Documentation	Lead the development of materials and Documentation to include: Voyager providing baseline Documentation in electronic format that can be modified and reproduced.	Provide relevant State system information and assist in the development/review of Solution documentation materials and content
	Voyager will Conduct Training for the State's DOIT staff. Voyager will organize and run the training class.	Attend training.
Conduct Training Evaluate Training Effectiveness	Attend and conduct training that ensures Solution maintenance and proper Implementation.	Attend and provide feedback including gaps in training.
		Provide feedback to Voyager concerning the training.

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**EXHIBIT M
NH Department of Environmental Services RFP 2014-142 (WITH ADDENDA)
INCORPORATED**

NH DES RFP 2014-142, with all included addenda, are included by reference as binding Deliverables to this Contract.

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CONTRACT 2014-142-PART 3
EXHIBIT N
VENDOR PROPOSAL BY REFERENCE**

Voyager response to RFP 2014-142 Private Well Water Quality Interpretation Tool opened 4/18/2014 to NH DES is incorporated herein by reference.

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EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VOYAGER SYSTEMS INCORPORATED is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 23, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Keith J. Haenel, President of Voyager Systems, Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Keith J. Haenel is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the President,
Office/Position of Certifying Officer
of Voyager systems, Inc., this 29 day of May, 2014.
Name of Company

[Signature]
Signature of Certifying Officer

Notarization

State of New Hampshire
County of Hillsborough
On May 29th 2014, before me, JR Belanger,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Keith J. Haenel, who
Printed Name of Certifying Officer
acknowledged him/herself to be the President, of Voyager Systems Inc.,
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

[Signature]
Notary Public or Justice of the Peace
JR P Belanger
Notary Public, State of New Hampshire (affix seal)
My Commission Expires April 9, 2019

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2014

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

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

PRODUCER USI INSURANCE SERVICES LLC/PHS 041093 P: (866) 467-8730 F: (888) 443-6112 301 WOODS PARK DRIVE CLINTON NY 13323	CONTACT NAME: PHONE (A.C. No, Ext): (866) 467-8730 FAX (A.C. No): (888) 443-6112
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#
INSURED VOYAGER SYSTEMS, INC. 360 ROUTE 101 STE 1501 BEDFORD NH 03110	INSURER A: Hartford Fire Ins Co 19682
	INSURER B: Hartford Underwriters Ins Co 30104
	INSURER C:
	INSURER D:
	INSURER E:

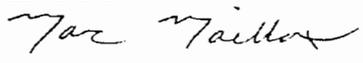
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			04 SBA DW9701	09/03/2013	09/03/2014	EACH OCCURRENCE \$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			04 SBA DW9701	09/03/2013	09/03/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			04 SBA DW9701	09/03/2013	09/03/2014	EACH OCCURRENCE \$1,000,000
							AGGREGATE \$1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04 WEC RI2091	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000
							E.L. DISEASE- EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER State Of New Hampshire, NH Department of Environmental Services Attn: Paul Susca PO BOX 95 CONCORD, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Attachment A
Treatment Guide Contractor Proposal Scoring**

Proposal Scoring

Company	Software Solution (20 Points Max)	Technical, Services, and Project Management (30 Points Max)	Company Qualifications (12.5 Points Max)	Staffing Qualifications (12.5 Points Max)	Solution Cost Points (25 Points Max)	Total (100 Points Max)
My Code Matters LLC	10.1	12.8	5.8	5.1	21.4	55.1
Abacus Service Corporation	8.0	15.0	8.2	6.3	21.6	59.0
JD Software, Inc.	15.7	24.5	9.1	8.6	20.9	78.8
Voyager Systems, Inc.	15.3	24.3	11.1	7.9	25.0	83.6

Review Team Members

Name	Department	Bureau/Division	Title	Justification
Lucio Barinelli	NHDHHS	Public Health Laboratory	Administrator III	Water Analysis Laboratory Technical Director of Chemistry
Pamela Kilburn	NHDOIT	Agency Software	Systems Development Specialist V	Consulting Developer Technical Evaluator
Pierce Rigrod	NHDES	Drinking Water & Groundwater	Environmentalist IV	Grant Project Management Experience
Kelsey Vaughn	NHDES	Drinking Water & Groundwater	Program Planner I	Grant Project Assistance Experience