



STATE OF NEW HAMPSHIRE
 DEPARTMENT of CULTURAL RESOURCES
*Division of Historical Resources, State Council on the Arts,
 State Library, Film & Television Office,
 Commission on Native American Affairs (administratively attached)*

20 Park Street
 Concord, New Hampshire 03301



MICHAEL YORK
 Acting Commissioner
 michael.york@dcr.nh.gov

TEL: 603-271-2397
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 www.nh.gov/nhculture

April 25, 2017

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

REQUESTED ACTION

The Department of Cultural Resources/Division of Historical Resources, requests permission to enter into a contract with Vanasse, Hangen, Brustlin, Inc. (also known as VHB), Bedford, NH (vendor code 174584) in an amount not to exceed \$115,865, for the creation, implementation, hosting and maintenance of a Geographic Information System (GIS). The GIS will be a dynamic research tool that integrates existing information in the DHR's Access databases and recently digitized historic and archaeological files into a subscription based public web viewer. The vendor will host, maintain, and store the application. The contract and vendor will be managed by the DHR. The contract will begin upon Governor and Executive Council approval through June 30, 2022. Hosting, support, and maintenance of the application for FY 2019-2022 is optional and at the discretion of the DHR. It is anticipated that the DHR's budget and the subscription fees will cover the \$12,000 annual maintenance, hosting, and support fees.

The goal of the project is to develop a GIS public web viewer for the State's historical resources and develop a storage solution associated with these tools. The GIS project will help further the DHR's mission of preserving the State's historical, archaeological, and cultural assets; enhance its ability to collaborate with other State agencies; and improve public access to information.

With the authority of the State Budget Office to adjust the Accounting Units and funding pending FY 18-19 budget approval.

Federal Funds are available in the account titled Recovery Grant as follows:

01-34-3420-89060000-102-500731 Contracts for Program Services

<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>FY 22</u>
\$9,270	\$58,595	\$12,000	\$12,000	\$12,000	\$12,000



EXPLANATION

The Division of Historical Resources applied for and received a grant from the National Park Service for the stabilization and repair of historic properties damaged by Hurricane Sandy and for planning projects that will better prepare historical properties for future natural disasters. This grant will allow business and public facilities to repair and maintain historic properties, which will in turn help revive businesses, and recharge local economies and encourage tourism.

Expenditure of this federal appropriation is limited to the counties in New Hampshire that received public assistance from FEMA following Hurricane Sandy: Belknap, Carroll, Coos, Grafton, Rockingham and Sullivan. As mandated by the National Park Service, a portion of the funds were to be used to create a Geographic Information System (GIS) that will allow the Division of Historical Resources to accurately relay the location and significance of historical properties to the public, both during disaster planning and after a disaster occurs.

The goal of the project is to develop a GIS public web viewer for the State's historical resources and develop a storage solution associated with these tools. The GIS project will help further the DHR's mission of preserving the State's historical, archaeological, and cultural assets; enhance its ability to collaborate with other State agencies; and improve public access to information.

Working with the Department of Information Technology a Request for Proposals was published on the State of New Hampshire's bid website and the Division of Historical Resources website in August 2016 with responses due by October 28, 2016. Responses were received from three vendors, Vanasse, Hangen, Brustlin, Inc., Bedford, NH; geoAMPS, LLC, Powell, OH; and GCR, Inc., New Orleans, LA.

The responses were evaluated by a team comprised of Division of Historical Resources staff and Office of Information Technology staff
Based on an overall score of 85.7 VHB was chosen as the vendor

Respectfully submitted



for

Michael York
Acting Commissioner

Summary Table
RFP 2016-059 DCR/DHR GIS Program- RFP

Company	Company Address	Proposed Software Solution 30 Pts max	Vendor Services/Project Management 10 Pts max	Vendor Company 10 Points Max	Vendor Staffing Qualifications 10 Points Max	Solution Cost	Solution Cost Points 40 Pts Max	TOTAL 100 Pts Max
VHB	2 Bedford Farms Drive, Suite 200 Bedford, NH	23.31	8.99	7.99	8.99	\$ 115,865	36.4	85.7
geoAMPS	3821 Attucks Drive Powell, OH	10.98	4.99	4.32	4.65	\$ 367,709	11.5	36.4
GCR Inc.	2021 Lakeshore Drive, Suite 500 New Orleans, LA	16.98	7.98	8.66	7.15	\$ 105,407	40.0	80.8
							Max Points	85.7



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

Denis Goulet
Commissioner

April 27, 2017

Michael York, Acting Commissioner
Department of Cultural Resources
Division of Historical Resources
State of New Hampshire
20 Park Street
Concord, NH 03301

Dear Acting Commissioner York:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Vanasse, Hangen, Brustlin, Inc. (aka VHB), Bedford, NH as described below and referenced as DoIT No. 2016-059.

This is a request to enter into a contract with VHB for a custom, web-based GIS application to preserve the State's historical, archaeological and cultural records. This system will enhance the ability to collaborate with other State agencies and improve public web viewer access to the State's historical, archaeological, and cultural information. VHB will provide hosting, maintenance and technical support during the first year of operation, and subsequent years, as requested.

The funding amount is not to exceed \$115,865, and the contract shall become effective upon Governor and Council approval through June 30, 2022.

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

Sincerely,

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

Denis Goulet

DG/kaf
DoIT #2016-059

cc: Rebecca Bolton, IT Manager, DoIT

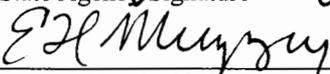
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name N.H. Department of Cultural Resources Division of Historical Resources		1.2 State Agency Address 19 Pillsbury Street, 2 nd Floor, Concord, NH 03301	
1.3 Contractor Name Vanasse, Hangen, Brustlin, Inc. also known as VHB		1.4 Contractor Address 2 Bedford Farms Drive, Suite 200, Bedford, NH 03110	
1.5 Contractor Phone Number 518-389-3606 or 603-391-3900	1.6 Account Number 01-34-3420-89060000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$115,865
1.9 Contracting Officer for State Agency Elizabeth H. Muzzey		1.10 State Agency Telephone Number 603-271-3483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARTIN F. KENNEDY MANAGING DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 1, 2017</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 			
1.13.2 Name and Title of Notary or Justice of the Peace Annette Sawyer, Notary Public			
1.14 State Agency Signature  Date: <u>5/2/17</u>		1.15 Name and Title of State Agency Signatory Elizabeth H. Muzzey Director and SHPO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>James M. Sugrue</u> On: <u>5/2/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
Department of Cultural Resources, Division of Historical Resources
Geographic Information System (GIS) Development
CONTRACT 2016-059
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: Department of Cultural Resources, Division of Historical Resources	
Contract Number/Name: 2016-059; Geographic Information System (GIS) Development	
Contract Purpose: Create a GIS to preserve the State's historical, archaeological and cultural records; enhance the ability to collaborate with other State agencies; and improve public access to information.	
Name of Vendor: Vanasse, Hangen, Brustlin, Inc. also known as VHB	Who Negotiated the Contract: Tanya Krajcik, Elizabeth Muzzy (DHR) and Rebecca Bolton (DoIT)
Amount of Contract: \$115,865	Funding Source: 100% Federal Funds (ESHPF Sandy Grant)
Term of Contract: 5 years from effective date. Implementation; hosting, maintenance, and technical support for up to 5 years.	Is this an amendment? No
Competitive Bid Process: (Explain if "No") Yes; RFP solicited with 3 proposals received	
Background Information: RFI issued in 2016 to inform development of RFP	
Special Concerns:	
Amendment History (if applicable):	
Submitted By: Elizabeth Muzzy and Rebecca Bolton	Current Date: 04/05/2017
Phone: 271-3483	Email: Elizabeth.Muzzey@dcr.nh.gov ; Rebecca.bolton@doit.nh.gov

STATE OF NEW HAMPSHIRE
Department of Cultural Resources, Division of Historical Resources
Geographic Information System (GIS) Development
CONTRACT 2016-059
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

RFP/CONTRACT BEST PRACTICES CHECKLIST

DoIT IT Leaders: This checklist includes a list of key concerns and frequent comments made by DoIT Technical Reviewers. Before posting RFPs and contract for technical review on the "S" Drive, complete this checklist and post it along with your documents for DoIT Technical Review. If questions are not applicable, please respond N/A.

Y/N	Comments or Page Reference	Project Management
Y		Does the RFP's provide enough information to the vendor so will be able to identify staffing effort to quote the project as accurately as possible?
Y		Have you specified both State and vendor roles during the project?
Y		Have you engaged all divisions in an early DoIT project discussion/notification to identify potential roles/responsibilities?
Y		Have you considered using an Open Source solution and open data formats?
Y		Have you included a payment holdback?
Y		Have you identified and addressed the intellectual property requirements including but not limited to?
Y		Will the vendor own the SW code and license it to the State?
	State	Which party will own the title to custom modifications of the code?
N		Are there any requirements imparted by funding authorities such as the federal government?
Y		Will the state own the data collected by the application?
N		Will the vendor have any rights to the data?
Y		Does this contract have contingency funds for future deliverables under the contract?
Y		If the contract has contingency fund, does your agency know that any project change orders will require DoIT Technical Review?
Y/N	Comment	System Development and Licensing
Y		Have you specified the licensing requirements for all software to be acquired?
	State of NH	Who owns the software licenses?
Y		Do all vendor and third party licenses co-terminate so there is no interruption in services?
Y/N	Comment	Implementation
N	Vendor Hosted	Have you specified the server and network topology?
	MS Azure	Where will devices reside?
	Compatible with State device standard	What versions of Operating System (OS), Internet Explorer (IE) or other software is required?

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Department of Cultural Resources, Division of Historical Resources
Geographic Information System (GIS) Development
CONTRACT 2016-059

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Y	State devices	Does existing hardware support the system?
N		Will new hardware be required, including desktop systems?
Y		Is there an implementation plan for the server environment?
Y		Does the contract specific roles/responsibilities for management of the DEV, TEST, and PRODUCTION environments?
Y		Have you included the minimum specifications for the devices that will need to run the application?
N		Does this application require client software to be installed on the desktop or does it have any other impact to desktop devices? If so, is it clearly described in the requirements?
N/A		Is there an implementation or rollout plan for desktops?
Y	Vendor	Have the required database administrator services been specified for the implementation phase of the project?
Y		Does the contract clearly indicate that testing of all <u>applications</u> provided by the vendor must take place during UAT?
Y		Has Performance Testing and Tuning been clearly noted as a vendor responsibility in the contract.
Y		Is there a deliverable to share ALL testing results with the State Project Team?
Y/N	Comment	DoIT Hosted Solution
N/A	Vendor Hosted	Have you had the "vendor recommended" configuration reviewed by the appropriate DoIT technical team?
N/A	Vendor Hosted	Is it mandatory that promotion through the environments follow DoIT standards?
N/A	Vendor Hosted	Has the vendor provided justification for server settings that are not in compliance with State Standards?
N/A	Vendor Hosted	Has the vendor provided full networking requirements about ports and services required to use the application?
N/A	Vendor Hosted	Does the vendor require remote access via VPN to any of the environments?
Y/N	Comment	Vendor Hosted Solutions
Y		Have you included provisions for State data to be transferred at the end of the contract? Have you specified the format?
Y		Have you specified data center requirements?
N		Have you made any changes to the requirements for hosted solutions? If yes, please provide details?
Y		Have you identified how SoNH staff access the hosted environment?
Y		Have you specified up time metrics for hosted

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Department of Cultural Resources, Division of Historical Resources
Geographic Information System (GIS) Development
CONTRACT 2016-059

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

		applications? These should be (at a minimum) 99.9% (43 minutes outage a month outside the maintenance window)?
Y		If data is breached, is it clear that the vendor is liable for all costs associated with the breach?
Y		Have you defined a strategy for determining hardware infrastructure for disaster recovery?
Y/N	Comment	Interfaces
N		Is there a financial component (accounts receivable, billing, and inventory) that could be performed by the NH FIRST Lawson system?
N/A		If yes, has the agency business office and DAS Bureau of Accounts been part of the requirements?
Y		Are there interfaces or data exchanged with other entities, internal and external applications, to/from State of NH application? Have you included provisions for interface development and data security?
Y		Have you included an adequate description of any hardware or software that the new solution will be interfacing with?
Y/N	Comment	Back Up, Disaster Recovery, and COOP
Y		Have you specified backup requirements?
N/A		If data backup or archiving is required, what is the time period to cover?
N		Are there any special tape requirements?
Y		If this is a database application, have you determined how those files, which are usually open, will be backed up?
Y		If this is a database, have you spoken to the DBA's about transaction logging?
Y		Have you specified disaster recovery/fail-over requirements?
Y		Has volume analysis been performed for the information that will be generated?
Y		Has usage analysis been performed for the information that will be generated?
Y		Does the agency have business processes in place in the event the application is unavailable?
Y/N	Comment	Security
N/A		If the data includes any personal, financial, medical or other sensitive data, please identify security standards by referencing where it listed.
Y	Microsoft VS Code Analysis is integrated into the	Do your requirements include a provision for independent penetration testing of the system?

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	<p>vendors build process, and other Microsoft security tools (e.g., MS Baseline Security Analyzer) will be used during development and testing. Additionally, OWASP ZAP will be used to test application security on the production application with test results provided to the State. VHB will perform application security testing each time there are significant changes to the application and/or upon request from the State using a State approved application security testing solution.</p> <p>VHB currently uses Microsoft Azure Hosting and VHB will notify the State when there is a change to the applications' Hosting environment.</p>	
Y		Have you specified user access requirements – authorization and authentication?
Y		Have you included a requirement and deliverable for independent security verification and validation?
Y	Unique Username/Password	If internal (SoNH employees) and external users will be logging into the system what mechanism will be used for authentication of both?
Y		Have you specified the use of complex passwords and other security related "best practices" as described in DoIT Standard NHS - 08.27.2009 - v.6.?
N		Do other security considerations need to be taken into account; IE: PCI, HIPAA, FISMA, and etc?
Y/N	Comment	Support and Maintenance
Y	8:30am – 5pm Monday - Friday	What type of maintenance is required? Will normal next day during business hours suffice or is 7x24x365 coverage required?
Y		Have you specified the desired maintenance windows for the server environment?
N		If the software requires updates, can this be done using an automated mechanism?
N/A		If there are desktop clients, can updates be managed by the enterprise distribution team?

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Y	Available except for maintenance window.	What are the hours you expect the system to be in use?
Y	Both	Is the system internal only or are there external users?
Y		If there are external users, is there a business process in place to provide support and training?
N		Will the DoIT Help Desk intake support calls for the system?
Y		Have you included a requirement for "knowledge transfer" training, not just training for end-users?

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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.
API	Application Program Interface
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.
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's data to enable the Contractor to perform the services required.
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 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.
Contract Agreement	The documentation consisting of both the P-37 Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
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.

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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>).
Contract Price	The total, not to exceed amount to be paid by the State to VHB for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
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.
COTS	Commercial Off-The-Shelf Software.
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.
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data.
DBA	Database Administrator
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 – <i>Software</i> - 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 – <i>Software</i> - 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</p>

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	to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
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.
DHR	Division of Historical Resources
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.
ELA	Enterprise License Agreement
Encryption	Supports the transformation 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
ESRI	Environmental Systems Research Institute
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.
FTP	File Transfer Protocol
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.
GIS	Geographical Information System
GISP	Certified Geographic Information Systems Professional
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software.
HTML	Hypertext Markup Language
HTTPS	Hypertext Transfer Protocol Secure
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the

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	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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
IS	Information Systems
IT	Information Technology
Key Project Staff	Personnel identified by the State and by VHB as essential to work on the Project.
Licensee	The State of New Hampshire
NHCRV	New Hampshire Cultural Resource Viewer
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, or 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.
NPS	National Park Service
NR	National Register of Historic Places
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.
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

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	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.
PDF	Portable Document Format
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
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.
QA	Quality Assurance
QC	Quality Control
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.
RFI (Request for Information)	A Request For Information is a standard business process whose purpose is to collect written information about the capabilities of various suppliers.
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.
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.

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Software	All custom Software and COTS Software provided by the Vendor under the Contract.
SHPO	State Historic Preservation Office
Software Deliverables	The COTS Software provided under this Contract and any Enhancements.
Software License	Licenses provided to the State under this Contract.
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.
SQL	Structured Query Language
SSL	Secure Socket Layers
SSRS	SQL Server Reporting Services
State	STATE is defined as: State of New Hampshire Department of Cultural Resources, Division of Historical Resources 19 Pillsbury Street, 2 nd Floor 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’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).
Sub<CONTRACTOR>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this

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	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.
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.
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
VHB	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.
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 VHB is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
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

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	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 New Hampshire Department of Cultural Resources, Division of Historical Resources (“State”), and Vanasse, Hangen, Brustlin, Inc. d/b/a VHB a New Hampshire Corporation, having its principal place of business at 2 Bedford Farms Drive, Bedford, New Hampshire 03110.

VHB will develop a GIS public web viewer for the State’s historical resources and develop a storage solution associated with these tools. The GIS project will help further the DHR’s mission of preserving the State’s historical, archaeological, and cultural assets; enhance its ability to collaborate with other State agencies; and improve public access to the information.

RECITALS

The State desires to have VHB provide a GIS and public web viewer for the State, develop a storage solution for these tools, and associated Services for the State;

VHB wishes to provide a GIS, public web viewer and storage solution for these tools.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2016-059) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - 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
 - 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- The 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. State of New Hampshire, Department of Cultural Resources, Davison of Historical Resources Contract Agreement 2016-059, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Cultural Resources, Division of Historical Resources RFP 2016-059.
- c. Vendor Proposal Response to RFP 2016-059 dated October 28, 2016 as amended.

2. 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, 2022. The Term may be extended up to two times for 2 (two) years each, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

The State does not require VHB to commence work prior to the Effective Date; however, if VHB commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of VHB. In the event that the Contract does not become effective, the State shall be under no obligation to pay VHB 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 VHB’s obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in Part 1, P37, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

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

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4. CONTRACT MANAGEMENT

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

4.1 VHB'S CONTRACT MANAGER

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

Steve Anderson
Principal in Charge
100 Great Meadow Road Suite 200
Wethersfield, Connecticut 06109 Tel: 860.807.4300
Email: sanderson@vhb.com

4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

4.2.2 VHB 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 VHB's representative for all administrative and management matters. VHB's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. VHB'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. VHB's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 VHB shall not change its assignment of VHB's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of VHB's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than VHB's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. VHB shall assign a replacement VHB Project Manager within ten (10) business days of the departure of the prior VHB Project

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Manager, and VHB shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim VHB Project Manager.

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

4.2.5 VHB Project Manager is:
Larry Spraker
Project Manager
100 Great Oaks Blvd
Albany, NY 12203
Tel: 518-389-3636
Email: lspraker@vhb.com

4.3 VHB KEY PROJECT STAFF

4.3.1 VHB 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.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on VHB Key Project Staff. The State reserves the right to require removal or reassignment of VHB's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 VHB shall not change any VHB Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of VHB Key Project Staff will not be unreasonably withheld. The replacement VHB Key Project Staff shall have comparable or greater skills than VHB 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- General Provisions, Section 4.6: *Reference and Background Checks*,

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

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4.4 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:

Elizabeth H. Muzzey
Director and State Historic Preservation Officer
19 Pillsbury Street, 2nd Floor
Concord, NH 03301
Tel: 603-271-3483
Fax: 603-271-3433
Email: elizabeth.muzzey@dcr.nh.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Tanya Krajcik
Archaeologist, Records & GIS Coordinator
19 Pillsbury Street, 2nd Floor
Concord, NH 03301
Tel: 603-271-6568
Fax: 603-271-3433
Email: tanya.krajcik@dcr.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

5. DELIVERABLES

5.1 VHB RESPONSIBILITIES

VHB 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.

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VHB may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. VHB must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider VHB 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.

5.2 DELIVERABLES AND SERVICES

VHB 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, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from VHB 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 VHB in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of VHB's written Certification. If the State rejects the Deliverable, the State shall notify VHB of the nature and class of the Deficiency and VHB shall correct the Deficiency within the period identified in the Work Plan. If no period for VHB's correction of the Deliverable is identified, VHB 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 VHB of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If VHB fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require VHB to continue until the Deficiency is corrected, or immediately terminate the Contract, declare VHB in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

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

6. SOFTWARE

VHB 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*.

7. SERVICES

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

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7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

VHB shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

8. WORK PLAN DELIVERABLE

VHB 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*. VHB shall update the Work Plan as necessary, but no less than every month, 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 VHB from liability to the State for damages resulting from VHB'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, VHB must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of VHB or the State causing the

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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 VHB 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 VHB's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

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 VHB's receipt of a Change Order, VHB shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

VHB 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 VHB's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from VHB to the State, and the State acceptance of VHB'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

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with VHB.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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 demandor upon termination of this Agreement for any reason.

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10.3 VHB'S MATERIALS

In accordance with the provision of this Contract, VHB shall not distribute any products containing or disclose any State Confidential Information. VHB 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 VHB employees or third party consultants engaged by VHB.

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. Archaeological site location and resource information is protected under Federal law, 36 CFR 296.18 and New Hampshire RSA 227-C:11.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

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

10.6 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, VHB 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*). VHB 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 VHB's performance under the Contract.

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11.2 STATE CONFIDENTIAL INFORMATION

VHB shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to VHB 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. VHB shall immediately notify the State if any request, subpoena or other legal process is served upon VHB regarding the State Confidential Information, and VHB 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, VHB 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 VHB CONFIDENTIAL INFORMATION

Insofar as VHB seeks to maintain the confidentiality of its confidential or proprietary information, VHB must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that VHB considers the Software and Documentation to be Confidential Information. VHB 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 VHB as confidential, the State shall notify VHB and specify the date the State will be releasing the requested information. At the request of the State, VHB shall cooperate and assist the State with the collection and review of VHB’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be VHB’s sole responsibility and at VHB’s sole expense. If VHB fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State’s notice to VHB, without any liability to VHB.

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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 VHB shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 VHB

Subject to applicable laws and regulations, in no event shall VHB be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and VHB's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to VHB's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions 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 Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of VHB 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

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

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- a. Unless otherwise provided in the Contract, the State shall provide VHB written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If VHB fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving VHB 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 VHB 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 VHB during the period from the date of such notice until such time as the State determines that VHB has cured the Event of Default shall never be paid to VHB.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and VHB 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.

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

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 VHB. In the event of a termination for convenience, the State shall pay VHB 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 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, VHB 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.

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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.

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 VHB did not know, or reasonably did not know, of the conflict of interest.

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

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

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- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 VHB 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 VHB 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 VHB of any of its obligations under the Contract nor affect any remedies available to the State against VHB that may arise from any event of default of the provisions of the contract. The State shall consider VHB 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 VHB from assigning the Contract to the successor of all or substantially all of the assets or business of VHB provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that VHB should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with VHB, its successors or assigns for the full remaining term of the Contract; continue under the Contract with VHB, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to VHB, 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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Dispute Resolution Responsibility and Schedule Table

LEVEL	VHB	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Larry Spraker, VHB Project Manager	Tanya Krajcik State Project Manager (PM)	5 Business Days
First	Steve Anderson, VHB Principal in Charge	Elizabeth H. Muzzey Director	10 Business Days
Second	Greg Bosworth VHB Director of IT	Michael York, Acting Commissioner	15 Business Days

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

17. REQUIRED WORK PROCEDURES

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

17.1 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"), VHB 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 VHB access or attempt to access any information without having the express authority to do so.

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- c. That at no time shall VHB 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 VHB 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 VHB. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if VHB 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.

17.2 EMAIL USE

Mail 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.” VHB understand and agree that use of email shall follow State standard policy (available upon request).

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

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

18. GENERAL PROVISIONS

18.1 INSURANCE CERTIFICATE

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department of Cultural Resources, Kathleen Stanick, 20 Park Street, Concord, NH 03301.

18.2 EXHIBITS

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

18.3 VENUE AND JURISDICTION

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

18.4 SURVIVAL

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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 Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

18.5 FORCE MAJEURE

Neither VHB 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 VHB's inability to hire or provide personnel needed for VHB's performance under the Contract.

18.6 NOTICES

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 VHB
LARRY SPRAKER
100 GREAT OAKS BLVD
ALBANY, NY 12203
TEL: 518-389-3636
EMAIL: LSPRAKER@VHB.COM

TO STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES,
DIVISION OF HISTORICAL RESOURCES
ELIZABETH H. MUZZEY
19 PILLSBURY STREET, 2ND FLOOR
CONCORD, NH 03301
TEL: 603-271-3483

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PART 3 - EXHIBIT A
DELIVERABLES

a. Problem Statement

The Division of Historical Resources (DHR) lacks a dynamic research tool that integrates existing information in its Access databases with spatial data. The DHR seeks a solution through the creation of a Geographic Information System (GIS) program; subscription based public web viewer, and data storage solution. It is anticipated that the new system will make extensive and valuable legacy information more widely available to the public and professionals, as well as other State agencies. The new system will allow for future expansion, integration and use of related information.

b. Goals

The DHR desires to contract with Vanasse, Hangen, Brustlin, Inc. (“VHB” or “Vendor”) to develop a GIS, a subscription based public web viewer for the State’s historical resources, and to develop a storage solution associated with these tools. VHB will develop a GIS public web viewer for the State’s historical resources and develop a storage solution associated with these tools. The GIS project will help further the DHR’s mission of preserving the State’s historical, archaeological, and cultural assets; enhance its ability to collaborate with other State agencies; and improve public access to the information.

c. Project Overview

The general scope of the project is to provide creation of a GIS to preserve the State’s historical, archaeological and cultural records; enhance the ability to collaborate with other State agencies; and improve public access to information.

d. Statement of Work

VHB will develop and host a custom, web-based GIS application that draws from the architecture of an existing enterprise system developed by VHB to record, view, and manage data concerning cultural resources for the another State Historic Preservation Office. The existing enterprise system represents an architecture, data, functionality, user interface and access/security model that aligns with the requirements set forth in the State of New Hampshire’s RFP 2016-059.

VHB will host the entire application and associated data within its Microsoft Azure cloud environment. VHB will host a production environment for the application, as well as a test environment for maintenance, support, and enhancements throughout the life cycle of the product.

VHB will provide hosting, maintenance and technical support during the first year of operation, and subsequent years, as requested.

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e. General Project Assumptions

1. VHB will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and VHB Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, VHB shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. VHB 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 Exhibit H Requirements. VHB 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.
4. 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.

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Initiation			
1	Kickoff Meeting	Non-Software	May 2017
Analysis and Design			
2	System and Data Review	Non-Software	June 2017
3	Requirements Analysis	Non-Software	June 2017
4	Database and Application Design	Written	July 2017

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Exhibit A - Deliverables

VHB Initials MFK

Date 5/1/17

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DELIVERABLES

Development			
5	Data migration/Development of updated publishing script	Written	October 2017
6	Application Development	Software	January 2018
Documentation and Training			
7	Documentation	Written	January 2018
8	User Training	Written	January 2018
9	System Technology Transfer	Software	January 2018
Testing and Installation			
10	Beta 1 Release	Software	September 2017
10a	Beta 2 Release	Software	October 2017
10b	Pre-Release	Software	November 2017
10c	Final Candidate Release	Software	December 2017
11	Acceptance Testing	Non-Software	January 2018
12	Product Installation	Software	January 2018
Project Management			
13	Status Meetings	Non-Software	Monthly
14	Exit Meeting	Non-Software	January 2018

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PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of \$115,865 for the period between the Effective Date through June 30, 2022. VHB shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow VHB to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

	Activity, Deliverable, or Milestone	Deliverable Type	Price
Initiation			
1	Kickoff Meeting	Non-Software	\$1140
Analysis and Design			
2	System and Data Review	Non-Software	\$4840
3	Requirements Analysis	Non-Software	\$4320
4	Database and Application Design	Written	\$5460
Development			
5	Data migration/Development of updated publishing script	Written	\$5080
6	Application Development	Written	\$25660
Documentation and Training			
7	Documentation	Written	\$2200
8	User Training	Written	\$1540
9	System Technology Transfer	Software	\$1040
Testing and Installation			
10	Beta 1 Release	Software	
10a	Beta 2 Release	Software	
10b	Pre-Release	Software	
10c	Final Candidate Release	Software	
11	Acceptance Testing	Non-Software	\$1220
12	Product Installation	Software	\$530

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Project Management			
13	Status Meetings	Non-Software	\$2270
14	Exit Meeting	Non-Software	\$565
Hosting, Maintenance, and Support			
*First year of hosting, maintenance and support		Software	\$12,000
		Total	\$67,865

* Hosting, Maintenance and Support begin from the date of Go-Live

1.2 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

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Table 1.2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Principal in Charge	Steve Anderson	1	1	1	\$250	\$750
Project Manager	Larry Spraker	2	50	1	\$190	\$10,070
Deputy Project Manager	Dale Abbott	2	20	1	\$125	\$2,875
Lead GIS Developer	James Samek	2	143	0	\$130	\$18,850
GIS Developer	Dave Petrillo	0	118	0	\$100	\$11,800
Sr. System Architect	Sam Berg	0	4	0	\$210	\$840
Sr. GIS Analyst	Christine Smith	0	36	0	\$100	\$3,600
GIS Analyst	Lauren Sutherland	0	40	0	\$60	\$2,400
QA/QC Specialist	Stella Affong-Skair	0	24	0	\$110	\$2,640
Preservation Planner	Nicole Benjamin-Ma	0	8	0	\$95	\$760
Sr. Archaeologist	Carol Weed	0	8	0	\$160	\$1,280
Year One Hosting					N/A	\$12,000
TOTALS		7	452	3		\$67,865

1.3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY"

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refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.3: Future Vendor Rates Worksheet

Position Title	SFY 2017	SFY 2018
Principal in Charge	\$250	\$250
Project Manager	\$190	\$200
Deputy Project Manager	\$125	\$135
Lead GIS Developer	\$130	\$140
GIS Developer	\$100	\$110
Sr. System Architect	\$210	\$215
Sr. GIS Analyst	\$100	\$110
GIS Analyst	\$100	\$110
QA/QC Specialist	\$110	\$110
Preservation Planner	\$95	\$105
Sr. Archaeologist	\$160	\$160

1.4 Software Licensing, Maintenance, and Support Pricing Worksheet

Since VHB is proposing a custom developed hosted solution, there are no software licensing fees required.

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1.5 Optional Future Year Web Site Hosting, Maintenance, and Support Pricing Worksheet

Table 1.5: Web Site Hosting, Maintenance, and Support Pricing Worksheet

HOSTED SERVICES	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee	\$6,000	\$6,000	\$6,000	\$6,000	\$24,000
Technical Support and updates	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Maintenance and Updates	\$4,000	\$4,000	\$4,000	\$4,000	\$16,000
GRAND TOTAL	\$12,000	\$12,000	\$12,000	\$12,000	\$48,000

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PRICE AND PAYMENT SCHEDULE

1.6 Total Price

Table 1.6 Total Price and Payment Schedule

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Milestones	Surety/Hold Back (10%)	Invoice Amount
Initiation						
1	Kickoff Meeting	Non-Software	May 2017			
Analysis and Design						
2	System and Data Review	Non-Software	June 2017			
3	Requirements Analysis	Non-Software	June 2017	\$10,300	\$1,030	\$9,270
4	Database and Application Design	Written	July 2017	\$5,460	\$546	\$4,914
Development						
5	Data migration/Development of updated publishing script	Written	October 2017	\$5,080	\$508	\$4,572
6	Application Development	Software	January 2018			
Documentation and Training						
7	Documentation	Written	January 2018			
8	User Training	Written	January 2018			
9	System Technology Transfer	Software	January 2018	\$4,780	\$478	\$4,302

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 Exhibit B - Price and Payment Schedule
 VHB Initials MAK
 Date 5/11/17

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Testing and Installation							
10	Beta 1 Release	Software	September 2017	\$10,000	\$1,000	\$9,000	
10a	Beta 2 Release	Software	October 2017	\$5,000	\$500	\$4,500	
10b	Pre-Release	Software	November 2017	\$5,000	\$500	\$4,500	
10c	Final Candidate Release	Software	December 2017				
11	Acceptance Testing	Non-Software	January 2018				
12	Product Installation	Software	January 2018	\$7,270	\$727	\$6,543	
Project Management							
13	Status Meetings	Non-Software	Monthly				
14	Exit Meeting	Non-Software	January 2018	\$2,975	\$297	\$2,678	
Hosting, Maintenance, and Support							
	Year 1 of hosting, maintenance, and support	Software	Annually	\$12,000	N/A	\$12,000	
Total Year 1				\$67,865			
Total Optional Support and Maintenance Years 2-5 (\$12,000/year)				\$48,000	N/A	\$48,000	
Total Surety/Hold Back Payable 90 days after Go-Live					\$5,586	5,586	
Total Invoice Amount						\$115,865	

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PRICE AND PAYMENT SCHEDULE

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the price limitation in block 1.8 of the P-37 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to VHB for all fees and expenses, of whatever nature, incurred by VHB in the performance hereof.

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

3. INVOICING

VHB 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. VHB 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:

Amy Dixon
Division of Historical Resources
19 Pillsbury Street, 2nd Floor
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Dale Abbott
VHB
200 Bedford Farms Drive, Suite 200
Bedford, NH 03110

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5. OVERPAYMENTS TO VHB

VHB 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 VHB's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the cost for each deliverable of the custom, web-based GIS application as set forth in the Payment Table above, until successful conclusion of the Warranty Period. The holdback total is \$5,586 payable 90 days following warrantee period "go-live".

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SPECIAL PROVISIONS

The first sentence in paragraph 13. Indemnification of the P37 is replaced in its entirety with the following:

a. Non-Professional Liability Indemnification

The CONTRACTOR agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONTRACTOR or its subcontractors in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONTRACTOR or its subcontractors in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONTRACTOR agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONTRACTOR or its subcontractors in the performance of professional services covered by this AGREEMENT.

In addition to the insurance required under Sections 14 and 15 of the P37;

VHB shall, at its sole expense, obtain and maintain in force professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000.

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ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

VHB must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide VHB with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

VHB 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*.

VHB 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. VHB 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

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ADMINISTRATIVE SERVICES

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. VHB 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 VHB'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.

6. ACCOUNTING REQUIREMENTS

VHB 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 VHB shall maintain records pertaining to the Services and all other costs and expenditures.

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

1. STATE MEETINGS AND REPORTS

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

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

- a. **Kickoff Meeting:** Participants will include VHB Key Project Staff and State Project leaders from both the Division of Historical Resources and the Department of Information Technology. This meeting will enable leaders to become acquainted, establish any preliminary Project procedures and establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the VHB Project Manager and the State Project Manager. These meetings will be conducted at least monthly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from VHB shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a monthly basis, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from VHB 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 VHB 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 VHB's responsibility.

VHB's Project Manager or VHB's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. VHB'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. VHB 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 1 month 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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As reasonably requested by the State, VHB shall provide the State with information or reports regarding the Project. VHB 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. IMPLEMENTATION STRATEGY

2.1 Key Components

VHB shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

Kickoff Meeting

The project will begin with an on-site kickoff meeting at the State offices between members of the VHB project team and the State internal project team. A written agenda will be distributed prior to this meeting. The objectives of this meeting will include, but will not be limited to, the following:

- Project team/key staff introductions
- Identification of all contact person for the State
- Review of the project logistics
- Review of status reporting formats
- Review of the staff to participate in the requirements workshops
- Review of the overall work plan, scope of work ,and project schedule

System and Data Review

This task will focus on performing an in-depth, on-site review an analysis of the relevant hardware, software, data, and business processes at the DHR. This will begin immediately following the kickoff meeting while the VHB team members are on-site. This analysis will include systems such as the MS Access applications and databases, and all GIS data/software in use. There is a significant amount of data that is critical to the success of the project. This data exists in many different formats. This task will focus on an intensive review and analysis of the required data. The data to be reviewed includes, but is not limited to, the following:

- MS Access databases
- GIS data
- Other relevant databases and documents

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- Scanned documents and indexes
- Relevant hard copy records

While the initial review and analysis will be performed jointly with DHR staff on-site following the kickoff meeting, the VHB team will need to be provided with a copy of the database(s)/file(s) for further off-site review and analysis.

Requirements Analysis

It is critical that a requirements workshop be conducted with the State to clarify, expand upon, and prioritize the requirements of the application, and to finalized the system scope.

Senior members of the VHB team (Project Manager, Deputy Project Manager, and Lead Developer/Solution Architect) will conduct two half-day workshops with key staff members from DHR any other relevant State staff to review and discuss the requirements and design of the application. This will occur within two weeks of the kickoff.

VHB will begin the requirements analysis with a demonstration of the existing NY CRIS system to provide the attendees with a solid understanding of the current functionality and user interface that will be used as the foundation for the NHCRV application.

At the conclusion of this analysis, a brief requirements document will be developed that describes the specific final requirements on which the system will be based. These requirements will be used throughout the project and will form the basis of the user acceptance testing the conclusion of the project.

Database and Application Design

Based on the results of the data review and requirements analysis task, the VHB team will finalize the design modifications to both the underlying database and the NY CRIS application to accommodate the data, as well as functional and system requirements of the application. The design process will analyze many factors including, but not limited to, the following:

- Required functions and workflow
- User interface requirements
- Required data sets (e.g., GIS feature classes, views, tabular databases, scanned documents)
- Data and information flow within the application
- System access, user authentication/authorization, and security

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- Database design changes
- Output products (e.g., maps, reports, exported data)

This task will result in the development of a brief application design document that outlines the above design concepts.

Application Development

Following the database and application design, the development of the NHCRV application will begin. The application development cycle will be an iterative release approach, where a component of the system is developed and released to the State project team on the test servers for review and comment. During the application development cycle, the VHB team will perform a significant level of testing that includes the following testing methodologies:

- Unit
- Integration
- Validation
- Acceptance

Unit testing and integration testing are performed by the programmer to test individual units of code (unit testing), and the integration of multiple units of code (integration testing). Validation testing is performed by a separate quality assurance/quality control (QA/QC) specialist on the VHB team to test a functional component provided by the programmers. These testing phases are conducted by the VHB staff during each iterative release during the development cycle.

While there will be much iteration where the application is revealed to the State for review and comment, there will be four delivery milestones (beta versions) during the application development cycle. In each delivery milestone, the current version of the application will be installed within the test environment for formal evaluation and testing. Each version will be evaluated and tested by DHR, with issues identified in the online defect tracking system (e.g., Axosoft). Each milestone release will be provided to DHR with a "Known Issues" document to inform DHR of issues that exist in the release such as that they do not record these issues.

Data Migration/Development of Update Publishing Scripts

This task will entail migrating the existing data from the existing Access databases and GIS data sets into the new database. Additionally, the indexes for the scanned documents (PDFs) will be integrated into the database. The migration of the data will be achieved by

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writing migration programs/scripts that can read the existing data and export the appropriate data into the new database. This will allow testing of the migrated data, and if issues are detected, the data can be re-migrated after changes to the scripts. Additionally, by migrating the data via scripts, the scripts can be run for a final migration at the end of the project when the application is ready to move into operational use.

When the migration scripts are successfully used for the data migration, these scripts will be expanded into a series of update publishing scripts, which can be used during production for publishing data to the system. The DHR staff will continue to manage their data and review projects using their existing internal Access databases. However, the update publishing scripts will be used to identify changes to the data, as well as to extract the changes to one or more files that can be transmitted to the VHB environment and integrated into the production database. This will include updates to the Access databases, GIS data sets, and new scanned documents.

Acceptance Testing

While testing will occur throughout the application development cycle, final acceptance testing will focus on proving DHR with a series of test scripts to allow them to test the application's conformance to the original requirements. Acceptance testing will occur when the application reaches Final Candidate status prior to migration to the production environment. Test scripts will have a series of steps that can be followed, indicating the objective, the specific user actions, and the expected result. Each step is rated as pass or fail. If the results of any step do not match the expected result, the step is rated as failed by the tester. The tester will provide VHB with any additional comments that are relevant to the explanation of the reason for failure, including screen captures of any errors encountered and confirmation that the steps followed were in agreement with the test scripts. The application will not be considered accepted unless it passes the specific steps in each test script of the acceptance test. If a test is failed, then the required changes will be made to the application, after which the failed test script(s) will be re-executed and evaluated.

Formal written test scripts will be limited to key functionality jointly agreed upon by the VHB and DHR teams. DHR testers will be responsible for testing the application thoroughly during the acceptance test period and providing feedback on issues identified to the VHB team.

Documentation

All manuals and documentation will be created based upon the version of the application being used for acceptance testing. An online help system will be developed using

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HelpSmith, a Help authoring package. HelpSmith allows a single point of Help authoring such that the same documentation can be published as HTML-based online help system for the application, as well as exported as user manuals in PDF format. The System Administrator Manual will be developed using MS Word and provided in both Word and PDF formats to DHR.

VHB will develop and deliver the following manuals:

System Administrator Manual. This will provide details on the configuration and architecture of the system, as well as the interrelations between the components. This will represent the “as-built” reference documentation of the system.

User Manual. This will focus on the user interface and functionality. As stated above, it will be exported from the online help system that is created in HelpSmith.

User Training

An end-user training session will be provided on-site at the DHR offices. This half-day class will focus on an overview of the entire NHCRV application from an end-user perspective, including user interface, general concepts, criteria searching, spatial searching and analysis, reporting, document access, security, and more. This class will be presented with a “train-the-trainer” orientation such that DHR staff can offer a similar training course to external users, if desired.

DHR will be required to provide space for the students and, optionally, a series of computers with internet access for the students to use. The training will be conducted as a combination of lectures and demonstration. All classes will utilize the application within the hosted test environment (not production). A PowerPoint presentation will be developed to provide some of the material for the training. Additional materials will include the manuals, documentation, and online Help that was created. The number of participants for each class is based on the space available at the DHR.

Additionally, a series of brief training videos (approximately five) will be produced. These can be distributed to end users via the DHR website, YouTube, etc. The videos will focus on demonstrating key elements of the application, such as a general overview of the user interface, performing a criteria search, performing a spatial search, accessing scanned documents, and generating reports/exporting data. These videos will provide a narrated example of system functionality for the given topic.

System Technology Transfer

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In addition to the end-user training described above, a half-day training session will be provided to the DHR and IT staff that will be responsible for understanding the NHCRV application architecture. While the application will be hosted by VHB – and nearly all system administration/maintenance will be performed by VHB– this training will focus on assisting attendees to understand the system architecture and configuration, and to provide an overview of tasks required for system maintenance, configuration, and administration. This will assist the State IT staff in particular in understanding the architecture in the event that the State elects to host the application internally in the future. .

Most importantly, particular attention will be focused on the data publishing workflow and scripts that will regularly publish the latest GIS and tabular data, as well as new scanned documents provided to VHB for integration within the NHCRV application.

Production Installation

When the final version of the application has been accepted, and the final data migration has occurred, the application and system will be migrated from the test servers to the production environment and deployed for operational use. The production environment will undergo extensive testing to evaluate the stability of the production environment for operational use.

Exit Meeting

At the conclusion of the project, when the application has been moved into production, an Exit meeting will be held to summarize the details of the project and to prepare both the State and VHB for operational use and the maintenance period. This meeting will allow the State and VHB to discuss the hosting of the application, data update procedures, and the logistics surrounding the annual maintenance and support. This will set a clear path forward for properly supporting the application use within the production environment by end users.

Maintenance and Support

VHB will provide maintenance and technical support during the first year of operation (and in subsequent years if requested). All issues identified by DHR will be reported to VHB as follows.

For important issues that require immediate attention, designated staff from DHR can call VHB as stated in the requirements above. For minor issues that simply need to be logged and put into a bug queue, VHB uses a web-based application called Axosoft for all bug/defect tracking and reporting. Axosoft will be used throughout the project life cycle, allowing DHR staff to submit issues identified via a form, which will then be processed by

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VHB staff and categorized by severity. Issues will then either be assigned to the appropriate developer to address, or further information will be requested by the submitter.

The submitter can attach one or more screenshots (if applicable) illustrating the issue. Each issue submitted will have a unique identifier allowing its status to be tracked until resolved. DHR staff will have individual logins to track the status of any issue submitted. All issues to be addressed, including those reported via phone or email, will be logged and tracked in Axosoft.

VHB will provide DHR with full contact information for a primary, secondary, and tertiary point of contact for help desk/support. The help desk and remote support services will be available during regular business hours.

It is important to note that it is expected that the DHR staff will be the first point of contact for all end users, such that DHR staff will be the first to attempt to assist users with questions and solve any issues prior to contacting VHB. If DHR staff cannot resolve the issue, then a pre-designated staff from DHR will contact VHB.

It is also important to note that maintenance and support does not include enhancing or adding additional functionality to the application, but concepts and ideas that are entered by DHR staff and logged into this category will be tracked for planning of future releases.

Deliverables Summary

The list below is a summary of the deliverables that will be provided throughout the project. The deliverables are discussed in more details in the work plan discussed in Topic 21.

- Kickoff meeting
- Project plan
- Final requirements document
- Design document
- Data migration
- Development of update publishing script
- NHCRV application
- Acceptance test scripts/acceptance testing
- Online help and user manual
- System documentation
- User training
- System technology transfer

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- Production installation
- Monthly reports and status meetings
- Maintenance and support during operational use

Risk and Issue Management

Upon project initiation, VHB will jointly develop a risk register table, which is a single table/spreadsheet that contains a list of all identified risks. The risk register is a table where each row is a potential risk, having the following columns:

- Category: General Category of Risk (e.g., Programming, Hardware, Staff)
- Risk: A specific description of the risk identified
- Probability: A quantitative ranking associated with the probability or likelihood of the risk being realized (values are 1-5, where 1 is extremely unlikely and 5 is very likely)
- Impact: A quantitative ranking associated with the impact of consequence of the risk occurring (values are 1-5, where 1 is little-to-no impact and 5 is major impact/consequences)
- Risk Score: Overall risk score calculated as Probability x Impact (highest score is 25; lowest score is 1)
- Mitigation: A specific description of actions that can be taken to reduce the probability of the risk occurring and/or the impact that the risk would have
- Responsible: The person(s) responsible for implementing/managing the mitigation efforts

The above risk register table is updated and reviewed by the entire project team (VHB and DHR) on a regular basis (e.g., during the monthly status meetings). Mitigation efforts may cause the Probability and/or Impact scores to change over time. Risks with the highest score garner the most attention and effort in mitigation strategies, while risks with extremely low scores may only need to be monitored. The responsible party can include staff on either the VHB team or staff for the State.

2.2 Timeline

The timeline is set forth in the Work Plan as laid out in Exhibit A, Deliverables, Milestones, and Activities Schedule. 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.

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2.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

2.2.2 Implementation

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

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

Implementation shall be a one-time statewide Implementation.

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TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

VHB shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. VHB will also provide training as necessary to the State staff responsible for test activities. VHB 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. While testing will occur throughout the application development cycle, final acceptance testing will focus on providing DHR with a series of test scripts to allow them to test the application's conformance to the original requirements. Acceptance testing will occur when the application reaches Final Candidate status prior to migration to the production environment. Test scripts will have a series of steps that can be followed, indicating the objective, the specific user actions, and the expected result. Each step is rated as pass or fail. If the results of any step do not match the expected result, the step is rated as failed by the tester. The tester will provide VHB with any additional comments that are relevant to the explanation of the reason for failure, including screen captures of any errors encountered and confirmation that the steps followed agreed with the test scripts. The application will not be considered accepted unless it passes the specific steps in each test script of the acceptance test. If a test is failed, then the required changes will be made to the application, after which the failed test script(s) will be re-executed and evaluated.

Formal written test scripts will be limited to key functionality jointly agreed upon by the VHB and DHR teams. DHR testers will be responsible for testing the application thoroughly during the acceptance test period and providing feedback on issues identified to the VHB team.

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, VHB 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. VHB shall also correct Deficiencies and support required re-testing.

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1.1 Test Planning and Preparation

VHB shall provide the State with an overall Test Plan that will guide all testing. The VHB 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 VHB's Project Manager's Certification, in writing, that VHB's own staff has successfully executed all prerequisite VHB 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 State will commence its testing within five (5) business days of receiving Certification from VHB that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from VHB's development environment. VHB 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.

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.

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

1.2 Unit Testing

In Unit Testing, VHB 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 VHB developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

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

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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 VHB 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.

<p>Activity Description</p>	<p>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 being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</p>
<p>VHB Team Responsibilities</p>	<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.
<p>State Responsibilities</p>	<ul style="list-style-type: none"> • Work jointly with VHB to develop the Systems Integration Test Specifications. • Work jointly with VHB to develop and load the data profiles to support the test Specifications. • Work jointly with VHB to validate components of the test scripts, modifications, fixes and other System interactions with the VHB supplied Software Solution.
<p>Work Product Description</p>	<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 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

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Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
VHB Team Responsibilities	For conversions and interfaces, the VHB team will execute the applicable validation tests and compare execution results with the documented expected results.
VHB Team Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 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.

1.6 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.

VHB's Project Manager must certify in writing, that VHB's own staff has successfully executed all prerequisite VHB 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 VHB 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 VHB 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.

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

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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.
VHB 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 VHB 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 Performance Tuning and Stress Testing

VHB shall develop and document hardware and Software configuration and tuning of the New Hampshire Cultural Resources Viewer infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

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

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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

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 VHB 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.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify VHB of the nature of the testing failures in writing. VHB 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.

In designing and conducting such regression testing, VHB 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, VHB 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.

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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 Software 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 tests), 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 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.

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.

Microsoft VS Code Analysis is integrated into VHB's build process, and other Microsoft security tools (e.g., MS Baseline Security Analyzer) will be used during development and testing. Additionally, OWASP ZAP will be used to test application security on the production application with test results provided to the State.

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VHB will perform application security testing each time there are significant changes to the application and/or upon request from the State using a State approved application security testing solution. VHB currently uses Microsoft Azure Hosting and VHB will notify the State when there is a change to the applications' Hosting environment.

Prior to the System being moved into production VHB shall provide results of all security testing to the Division of Historical Resources and the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

1.11 System Acceptance

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

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

VHB shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 VHB's Responsibility

VHB shall maintain the System in accordance with the Contract. VHB will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

VHB shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 VHB's Responsibility

VHB will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies – VHB shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or VHB shall provide support on-site or with remote diagnostic Services, within <four (4)> business hours of a request;

b. Class B & C Deficiencies –The State shall notify VHB of such Deficiencies during regular business hours and VHB shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

- 3.1** VHB shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2** VHB shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3** For all maintenance Services calls, VHB 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

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resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

- 3.4** VHB must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5** If VHB fails to correct a Deficiency within the allotted period of time stated above, VHB shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return VHB's product and receive a refund for all amounts paid to VHB including but not limited to, applicable license fees, within ninety (90) days of notification to VHB of the State's refund request.
- 3.6** If VHB fails to correct a Deficiency within the allotted period of time stated above, VHB shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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PART 3 - EXHIBIT H
REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
INSTALLATION					
B1.1	Design and implement a geospatial database that will incorporate all existing digital data to be used by the web application	M	Yes	Custom	An enterprise geodatabase will be designed and developed for use by the application
B1.2	Based on the approved System Design Documentation, the vendor will develop a web based application. The system must be complete and fulfill the requirements of this RFP and the approved system design.	M	Yes	Custom	The NY CRIS application will be leveraged as the framework for the application
B1.3	Provide software licenses if necessary	M	Yes	Custom	Proposing a hosted solution
B1.4	Provide Software installed, configured, and operational to satisfy State requirements	M	Yes	Custom	The core system proposed is a hosted solution however, there will be minor components to be installed and configured at the State for data update publishing
TRAINING					
B2.1	The vendor will be responsible for the development and execution of a comprehensive training program and for the preparation of all associated training materials. The DHR anticipates two (2) of its staff members will require training.	M	Yes	Custom	A user manual will be developed which will serve as the primary materials for training.
B2.2	End user training - train DHR staff in the use of the various components of the application.	M	Yes	Custom	An on-site training session will be provided to DHR staff.
B2.3	System administrator training - train DHR staff in the management and maintenance of the application and its underlying databases	M	Yes	Custom	An on-site system administrator training session will be provided for the components installed at the State
B2.4	Train the Trainer - provide instruction to DHR staff to enable them to provide instruction to other DHR staff to enable them to provide applications user level training to additional users.	M	Yes	Custom	The user training mentioned above will be conducted such that attendees will be able to train others.

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B2.5	As part of the training program, the vendor must also prepare the following manuals, in hard copy and digital format, for use and distribution by DHR: a. Systems User's Manual; b. System Administrator's Manual (and optional video)	M	Yes	Custom	A user manual and system administrator manual will be developed and delivered.
APPLICATION FUNCTIONALITY					
B3.1	Create an intuitive and user-friendly GIS web application that provides view, display, query and print capabilities using a combination of map displays and attribute listings	M	Yes	Custom	
B3.2	PDF Documents of each property/site will be linked to the USN and available for download	M	Yes	Custom	
B3.3	The system will include simple GIS functionality (i.e. pan, zoom, identify, measure, buffer, plot)	M	Yes	Custom	
B3.4	All user identified project areas should be able to be buffered (by varying distances) and return any USNs within the buffer	M	Yes	Custom	
B3.5	The system shall have the ability to create criteria based queries.	M	Yes	Custom	This will be discussed at the requirements/design workshop
B3.6	Several spatial queries should be pre-created. These queries will be defined during system design	M	Yes	Custom	
B3.7	The system must have the ability to create reports from any query/buffer results	M	Yes	Custom	
B3.8	The user must be able to print reports and export reports to PDF, Excel and CSV	M	Yes	Custom	
B3.9	Progress indicators should be provided for any process that takes more than 5 seconds to complete	M	Yes	Custom	
APPLICATION USABILITY					
B4.1	Create a system that can be sustained and updated by DHR staff as properties/sites are added to the files..	M	Yes	Custom	The timing of updates will be discussed during requirements/design workshops.

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B4.2	The system shall incorporate a user disclaimer written by DHR upon log-in	M	Yes	Custom	Although not mentioned specifically, the NY CRIS application allows this
B4.3	The system must include an online help system to assist users	M	Yes	Custom	Online help will be available
B4.4	The system shall include default values or sample entries where relevant and possible	M	Yes	Custom	Although not mentioned specifically, the current NY CRIS application does this
B4.5	The system must comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d)	M	No		The extent of 508 compliance will be discussed during design workshops. Mapping applications can prove challenging and often secure waivers from certain aspects due to color blindness, etc.
ROLE BASED ACCESS					
B5.1	Create a Public Viewer. The Public Viewer will be a publically available map viewer with limited data access. This viewer is accessible to anyone via a web browser. Users will be able to view presence or absence of vector data and type of document (Area Form, Individual Inventory Form, State or National Register Nomination). They will not have access to indexed data or the downloadable document.	M	Yes	Custom	Similar roles and security framework exist within NY CRIS
B5.2	Create a Basic Subscriber Viewer. The Basic Subscriber will have access to the vector data as shown above as well as the indexed data and have the ability to download the documents.	M	Yes	Custom	Similar roles and security framework exist within NY CRIS
B5.3	Create an Archaeology Viewer. The Archaeology subscriber will have access to the vector data as shown above as well as the indexed data and have the ability to download the documents.	M	Yes	Custom	Similar roles and security framework exist within NY CRIS
B5.4	Create a secure framework for access to the application. Basic and Archaeology users will have to subscribe to this service through an application provided by DHR.	M	Yes	Custom	Similar roles and security framework exist within NY CRIS

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B5.5	Once users are approved, the vendor will provide secure access to the Basic web viewer or Archaeology web viewer via a unique username and password. Access will be limited to the time specified by DHR. Alternative to the vendor providing login credentials to the pre-approved user, the DHR project manager can create user accounts and provide unique login credentials.	M	Yes	Custom	Similar roles and security framework exist within NY CRIS
B5.6	Implement security measures that protect against data mining.	M	Yes	Custom	Specific methods for protecting against data mining can be discussed during design workshops. System will limit users to a maximum number of report downloads per 24 hour period. The maximum number of downloads will be decided during design.

DATA CONVERSION REQUIREMENTS

B6.1	The following databases shall be migrated as part of this project	M			
B6.1.1	Historic Properties (Access 2010)	M	Yes	Custom	Scripts will be developed which allow the "publishing" of the data to the GIS database
B6.1.2	Archaeology (Access 2010)	M	Yes	Custom	Scripts will be developed which allow the "publishing" of the data to the GIS database
B6.1.3	Areas (Access 2010)	M	Yes	Custom	Scripts will be developed which allow the "publishing" of the data to the GIS database
B6.1.4	Property Documentation (Access 2010)	M	Yes	Custom	Scripts will be developed which allow the "publishing" of the data to the GIS database
B6.2	All data must include full metadata at the feature class level	M	Yes	Custom	Specific Metadata will be discussed during the design workshops
B6.3	Create tools to simplify and streamline the update process to the geospatial database and application	M	Yes	Custom	Scripts will be developed which allow the "publishing" of the data to the GIS database

APPLICATION REQUIREMENTS

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State Requirements			Vendor Responses		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Custom	ArcGIS Server supports OGC standards for GIS data access. The application will utilize Esri services to optimize performance, however, ArcGIS Server supports OGC standards for GIS data access. Therefore if DHR desires to publish additional map services according to OGC standards it is possible.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Custom	GIS Data will be stored in an Esri enterprise geodatabase within SQL Server.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Custom	
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Custom	
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Yes	Custom	
A2.3	Enforce unique user names.	M	Yes	Custom	
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DOLT's statewide <i>User Account and Password Policy</i>	M	Yes	Custom	
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with	M	Yes	Custom	

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	Dolt's statewide User Account and Password Policy.				
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Custom	
A2.7	Establish ability to expire passwords after a definite period of time in accordance with Dolt's statewide User Account and Password Policy	M	Yes	Custom	
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	Yes	Custom	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Custom	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Custom	
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Custom	The exact nature of logging will be discussed during the requirements/design workshops
A2.12	The application shall log all sessions to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Custom	The exact nature of logging will be discussed during the requirements/design workshops. Should include logging of Username, Log On Time, and Log Off Time
A2.13	All session logs must be kept for 6 months	M	Yes	Custom	The exact nature of logging will be discussed during the requirements/design workshops
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Custom	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Custom	
A2.16	The application Data shall be protected from unauthorized use when at rest	M	Yes	Custom	
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Custom	
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Custom	

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A2.19	Utilize change management documentation and procedures	M	Yes	Custom	
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Custom	

TESTING REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments

APPLICATION SECURITY TESTING

T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Custom	Proposed web application will be housed in the Microsoft Azure cloud and will not be installed on State servers. However, the application will leverage robust security mechanisms to protect the archaeological site data.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Custom	Microsoft VS Code Analysis is integrated into our build process, and other Microsoft security tools (e.g., MS Baseline Security Analyzer) will be used during development and testing. Additionally, OWASP ZAP will be used to test application security on the production application with test results provided to the State. VHB will perform application security testing each time there are significant changes to the application and/or upon request from the State using a State approved application security testing solution. VHB currently uses Microsoft Azure Hosting and VHB will notify the State when there is a change to the applications' Hosting environment.

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T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Custom	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Custom	
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Custom	All communication will occur over HTTPS (SSL) which will serve as the encryption mechanism
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Custom	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Custom	
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Custom	
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Custom	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of sessions within an application or system	M	Yes	Custom	This capability should be discussed during the requirements/design workshops
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Custom	
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Custom	See T1.2 above

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T1.13	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Custom	See T1.2 above
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Custom	
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Custom	
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Appendix G-2, Testing Requirements in the RFP and Part 3 Exhibit F of Contract 2016-059	M	Yes	Custom	
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Appendix G-2, Testing Requirements in the RFP and Part 3 Exhibit F of Contract 2016-059	M	Yes	Custom	
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Custom	This is a hosted solution therefore this is likely not applicable, however, this can be done for components installed at the State
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Custom	The exact testing requirements will be discussed during the design workshops
T2.5	Conduct user acceptance testing	M	Yes	Custom	The exact testing requirements will be discussed during the design workshops
T2.6	Perform production tests	M	Yes	Custom	

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T2.7	Test in-bound and out-bound interfaces	M	Yes	Custom	The exact testing requirements will be discussed during the design workshops
T2.8	Conduct system performance (load/stress) testing	M	Yes	Custom	The exact testing requirements will be discussed during the design workshops
T2.9	Certification of 3rd party pen testing and application vulnerability scanning	M	Yes	Custom	See T1.2 above

HOSTING-CLOUD REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments

OPERATIONS

H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%	M	Yes	Custom	<p>Microsoft Azure is the Data Center where the application will be housed.</p> <p>Microsoft Azure leverages resources across a global network of data centers, and is therefore not specifically rated within a given Tier. The Azure hosting platform proposed by VHB is based on virtual machines that run across one or more multiple physical servers within the Azure environment. While a specific tier is difficult to approximate, the proposed environment most closely approximating Tier 3 in terms of availability, power/cooling and impact of unplanned outages.</p>
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H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes		
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes		
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes		
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes		
H1.6	Vendor shall manage the sharing of data resources.	M	Yes		
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes		
H1.8	The Vendor shall monitor physical hardware.	M	Yes		
H1.9	Remote access shall be customized to the State’s business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through	M	Yes		

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	secure protocols such as a Virtual Private Network (VPN).				
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C: 2, Any person engaged in trade or commerce that is subject to RSA 358-A: 3, Vendor shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes		
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Custom	VHB will provide the state with a disaster recovery plan at the end of the design stage.
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes		
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes		
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes		
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes		
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes		

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H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes		
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State’s application and data is protected.	M	Yes	Custom	VHB will provide a secure hosted environment within Microsoft Azure which ensures that the State application and data is protected. The specific security measures will be discussed and agreed upon during the design stage.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes		
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes		
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State’s hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes		
H3.5	The Vendor shall ensure its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes		

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H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes		
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes		
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA	M	Yes		
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes		
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes		
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Custom	VHB will host the application as set forth in our proposal beginning on the go-live date, and will extend through the contract term.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		Maintenance will include required upgrades to system components, but does not include enhancements to functionality without a change order
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within	M	Yes		

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	sixty (60) days of release by their respective manufacturers.				
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes		
H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes		
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support 	M	Yes		

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	on-site or with remote diagnostic Services, within four (8) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.				
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes		
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		Change Management policy will be jointly arranged during the design workshops
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed and provide the State reports upon request..	M	Yes		Application/Database repair or maintenance policy will be jointly arranged during the design workshops
H4.14	The Vendor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the	M	Yes		

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upgrades and changes.

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Custom	
S1.2	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Custom	
S1.3	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Custom	

PROJECT MANAGEMENT

State Requirements					
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PLANNING AND PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Custom	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Custom	

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P1.3	Vendor shall submit a finalized Work Plan within thirty (30) 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 monthly.	M	Yes	Custom	Recommended that the Work plan details should align with the scope and budget of the project
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Custom	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation.	M	Yes	Custom	
P1.6	Vendor must specify digital document repository to be used. If maintained on vendor site, the documentation must be turned over to the State of NH at the project termination.	M	Yes	Custom	Microsoft SharePoint
P1.7	The Vendor shall provide a qualified Project Manager throughout the life of the project. The person shall have sufficient experience and expertise to act as the primary liaison between project participants and to assume overall responsibility for the vendor's performance under the contract.	M	Yes	Custom	The proposed PM, Larry Spraker, has nearly 30 years of experience and was the PM for the NY CRIS Project and countless other enterprise projects for State agencies
P1.8	Upon award of the contract and issuance of a Notice to Proceed, the vendor shall be available for an initial onsite meeting with the DHR at its offices in Concord, NH. Periodic status meetings shall be held in person, or via phone or virtual meeting as necessary with the vendor and DHR staff.	M	Yes	Custom	

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WORK PLAN

VHB's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with VHB's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of VHB and State Project Managers.

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

In conjunction with VHB's Project Management methodology, which shall be used to manage the Project's life cycle, the VHB 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 VHB team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with VHB's Work Plan and shall utilize Microsoft Project 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.
- VHB shall provide a separate escrow agreement for the application.
- VHB shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The VHB Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The VHB Team shall honor all holidays observed by VHB or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate access to any necessary internal State networks and/or software (within State standards).

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.

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WORK PLAN

- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. Final versions of all Documentation shall be loaded to the State System.
- VHB assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The VHB's Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the VHB technical team, a subset of the conversions. The VHB Team shall lead the State with the mapping of the legacy Data to the VHB applications.
- Additionally, the VHB Team shall:
 1. Provide the State with VHB application data requirements and examples, of data mappings, conversion scripts, and data loaders. The VHB Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical Specifications.
 4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule

- Deployment is planned to begin on December 2017 with a planned go-live date of January 2018.

G. Reporting

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

H. User Training

- The VHB Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.

I. Performance and Security Testing

- The State shall work with VHB on performance testing as set forth in Contract Exhibit F – *Testing Services*.

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PART 3 - EXHIBIT I
WORK PLAN

2. ROLES AND RESPONSIBILITIES

A. VHB Team Roles and Responsibilities

1) VHB Team Project Executive

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

2) VHB Team Project Manager

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

3) VHB Team Analysis

The VHB Team shall conduct analysis of requirements, validate the VHB 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;

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- 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) VHB Team Tasks

The VHB team shall assume the following tasks:

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

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 VHB Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the 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 VHB team;
- Assist the VHB 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;

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- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the VHB Project Manager of any urgent issues if and when they arise; and
- Assist the VHB team staff to obtain requested information if and when required to perform certain Project tasks.
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Work with VHB to define and test Application security, backup and recovery procedures; and
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new VHB Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

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 the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the VHB Software Solution and the business processes the application supports.

3) State Technical Lead (Information Technology Support)

The State's Technical Lead reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and VHB Team Project Managers to establish the detailed Work Plan; and
- Represent the technical efforts of the State at monthly Project meetings.

5) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;

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- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

VHB proposes to develop and host a custom, web-based GIS application that addresses the functionality and data requirements set forth in the RFP. To do so, VHB will use the architecture of the New York Cultural Resource Information System (NY CRIS), developed by VHB and delivered in March 2015. The application will be a state-of-the-art, web-based application written in Hypertext Markup Language (HTML) and JavaScript. An enterprise Esri Geodatabase is used to store all spatial features, while the ArcGIS for Server provides integrated GIS functionality and interactive map displays throughout the application (all mapping and GIS functionality is based on the Esri JavaScript application program interface [API]). It will have a robust security and privileges model to protect sensitive data such as archaeological sites and associated documents. All services (including ArcGIS for Server) are delivered using Secure Socket Layers (SSL) with hypertext transfer secure protocol (HTTPS), providing encryption for all data transmissions. SQL Server Reporting Services (SSRS) will be used for all pre-defined reports. A sophisticated, customized document delivery mechanism is at the GIS, allowing documents, files, and photos to be linked to one or more features/records, and quickly accessed by end users (assuming they possess the appropriate privileges to view the document). The search module provides the user with significant query capabilities, allowing the user to search for cultural resources and related documents based on either a criteria-based search using the attribute data, or using a map-based spatial search leveraging the geographic features. The proposed application will be based exclusively on the Search/Mapping module from the external using application.

VHB proposes to host the entire application and associated data (including PDF documents) for the State within its Microsoft Azure cloud environment.

4. DATA IMPORT

All GIS data and cultural resource data from the Access databases will be initially migrated to the NHCRV database during the system development, and a final migration will be performed and tested during acceptance testing prior to operational use. However, once the system is in production, a mechanism for updating the data must be in place.

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It is very important to note that since NHCRV will focus exclusively on the publishing of data for query, viewing, and analysis, DHR will continue to use their existing internal databases (e.g., MS Access) and tools (e.g., ArcGIS Desktop) to manage their data, perform day to day tasks, and review/process all incoming projects (e.g., Section 106, NR Nominations). Therefore, VHB will develop publishing scripts that can be used to export new/modified data from the Access databases and GIS data sets, as well as new scanned documents/reports for updates to the NHCRV on a regular basis. Since VHB will host the application as well as all data within the application, a process will be implemented that will allow the updates published from the internal databases to be transferred to VHB servers (e.g., through file transfer protocol [FTP]), and a corresponding import process will be developed to import these additional/changes to the NHCRV database. It is anticipated that this export/publishing process can be automated such that it can be executed on a defined schedule, such as nightly updates. The timing of publishing updates will be discussed during contract negotiations or the initial requirements workshop.

A. Data Import Testing Responsibilities

- The VHB Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The VHB Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The VHB Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the VHB Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.

5. The State and the VHB Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

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WORK PLAN

PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Initiation			
1	Kickoff Meeting	Non-Software	May 2017
Analysis and Design			
2	System and Data Review	Non-Software	June 2017
3	Requirements Analysis	Non-Software	June 2017
4	Database and Application Design	Written	July 2017
Development			
5	Data migration/Development of updated publishing script	Written	October 2017
6	Application Development	Software	January 2018
Documentation and Training			
7	Documentation	Written	January 2018
8	User Training	Written	January 2018
9	System Technology Transfer	Software	January 2018
Testing and Installation			
10	Beta 1 Release	Software	September 2017
10a	Beta 2 Release	Software	October 2017
10b	Pre-Release	Software	November 2017
10c	Final Candidate Release	Software	December 2017
11	Acceptance Testing	Non-Software	January 2018
12	Product Installation	Software	January 2018
Project Management			
13	Status Meetings	Non-Software	Monthly
14	Exit Meeting	Non-Software	January 2018

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PART 3 - EXHIBIT J
SOFTWARE LICENSE

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, VHB hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

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

3. RESTRICTIONS

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

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

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with VHB.

5. VIRUSES

VHB shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, VHB will use reasonable efforts to test the Software for viruses. VHB 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, VHB shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. AUDIT

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

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7. SOFTWARE NON-INFRINGEMENT

VHB 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, VHB shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies VHB in writing within a reasonable period of time following the State's receipt of actual written notice of such claim;
- b. Gives VHB control of the defense and any settlement negotiations, except that the State will retain authority or control over any settlement monies paid directly by the State; and
- c. Gives VHB 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 VHB believes or it is determined that any of the Material may have violated someone else's intellectual property rights, VHB 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, VHB may end the license, and require return of the applicable Material and refund all fees the State has paid VHB under the Contract. VHB will not indemnify the State if the State alters the Material without VHB's consent or uses it outside the scope of use identified in VHB'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. VHB 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 VHB. VHB 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 VHB without VHB's consent.

8. SOFTWARE ESCROW

VHB represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") will be provided to the State and deposited in the States' source code repository as required by this Contract. Future Deposit Materials for major version releases of the Software will be delivered to the State as source code shall be deposited in the

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States source code repository (normally within six (6) months after the first commercial shipment of each such release).

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PART 3 - EXHIBIT K
WARRANTIES

WARRANTIES

1.1 System

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

1.2 Software

VHB 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 Support and Maintenance provisions, the State's remedy, and VHB's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if VHB cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to VHB 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 VHB cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to VHB for the deficient Services.

1.3 Non-Infringement

VHB 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

VHB 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

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

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WARRANTIES

1.6 Services

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

1.7 Personnel

VHB 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

VHB shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

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PART 3 - EXHIBIT L
TRAINING SERVICES

An end user training session will be provided on-site at the NHDHR offices. This half-day class will focus on an overview of the entire application from an end-user perspective including user interface, general concepts, criteria searching, spatial searching and analysis, reporting, document access, security and more. This class will be presented with a “train-the-trainer” orientation such that NHDHR staff can offer a similar training course to external users, if desired.

NHDHR will be required to provide space for the students and, optionally, a series of computers with internet access for the students to use. The training will be conducted as a combination of lectures and demonstration. All classes will utilize the application within the hosted test environment (not production). A PowerPoint presentation will be developed to provide some of the material for the training. Additional materials will include the manuals, documentation, and online Help that was created. The number of participants for each class are based on the space available at the NHDHR.

Additionally, a series of brief training videos (approximately 5) will be produced. These can be distributed to end users via the NHDHR website, YouTube, etc. The videos will focus on demonstrating key elements of the application, such as a general overview of the user interface, performing a criteria search, performing a spatial search, accessing scanned documents, and generating reports/exporting data. These videos will provide a narrated example of system functionality for the given topic.

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PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDA, BY REFERENCE

Department of Cultural Resources, Division of Historical Resources RFP
2016-059 Geographic Information System (GIS) Development dated August
22, 2106 is hereby incorporated by reference as fully set forth herein.

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PART 3 - EXHIBIT N
CONTRACTOR PROPOSAL, BY REFERENCE

VHB Proposal to Department of Cultural Resources, Division of Historical Resources RFP 2016-059 Geographic Information System (GIS) Development dated October 28, 2106 is hereby incorporated by reference as fully set forth herein.

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PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

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

Corporate Resolution

I, Robert M. Dubinsky, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Vanasse Hangen Brustlin, Inc.. I hereby certify the following is a true copy of a vote
(Name of Corporation)

taken at a meeting of the Board of Directors/shareholders, duly called and held on
January 25, 2017 at which a quorum of the Directors/shareholders were present and voting.

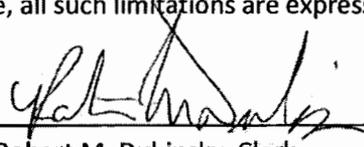
VOTED: That Martin Kennedy, Managing Director is duly authorized to enter into
(Name and Title)

contracts or agreements on behalf of Vanasse Hangen Brustlin, Inc. with the
(Name of Corporation)

Division of Historical Resources, State of New Hampshire and is further authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: April 6, 2017,

ATTEST: 
Robert M. Dubinsky, Clerk
(Name and Title)

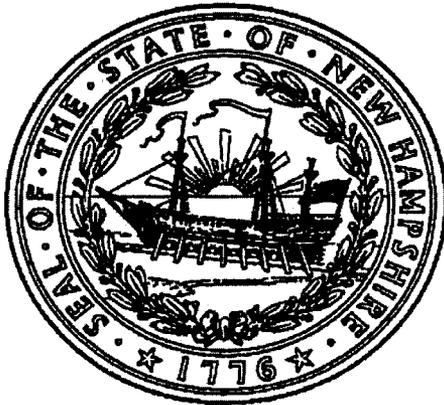
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104275



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)
05/01/2017

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: VANAS-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Vanasse Hangen Brustlin, Inc.; VHB Engineering, Surveying & Landscape Arch. P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC, PC P. O. Box 9151 Watertown, MA 02471	INSURER A : Continental Casualty Company	NAIC # 20443
	INSURER B : Safety Insurance Company	39454
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		6018141932	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contract. Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Waiver			NO DEDUCTIBLE			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			XCU COVERAGE INCL.			PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	X		6018203376 - NO DED.	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> HIRED AUTOS			1501873 - MASS AUTO NO DE	06/13/2017	06/13/2018	Medical Exp. \$ 5,000
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS			MA AUTO INCLDS. NO&H			\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		6018203362 FOLLOW FORM	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 11,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 11,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6017185236	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Office Package			6018141932	05/01/2017	05/01/2018	Valuable Papers 2,250,000
	\$1,000 Deductible						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as additional insured on general, auto & umbrella liability policies as required by written contract

CERTIFICATE HOLDER

NHDEP-2

New Hampshire Dept.
 of Cultural Resources
 Div. of Historical Resources
 19 Pillsbury St. Fl.2
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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