



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

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-2341 www.nheconomy.com

February 11, 2016

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development (DRED), Division of Economic Development, to enter into Contract #2016-022, with GIS Planning (VC# 271132), San Francisco, CA, in the amount of \$125,000 to develop a site selection website, an industry-standard economic development tool that will enhance the division's out-of-state business recruitment marketing, for a five-year period upon Governor and Executive Council approval through June 30, 2021, with the option to renew for an additional three-year period subject to Governor and Executive Council approval. 20% Transfer from Other Agency and 80% General Fund

Funds are available as follows pending budget approval for Fiscal Years 2018, 2019, and 2020, with the authority to adjust encumbrances in each of the State's fiscal years through the Budget Office, if needed and justified.

	FY16	FY17	FY18	FY19	FY20	Total
03-35-35-350510-36300000 Economic Development Projects 038-500176 Technology-Software	\$25,000					\$25,000
03-35-35-350510-36000000 Economic Development Admin. 102-500674 Contracts for Prog Svcs		\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
<b>Total Contract:</b>						\$125,000

**EXPLANATION**

At present, New Hampshire is one of only four states in the US that does not have a site selection website. Mobile-friendly site selection websites have become industry-standard in economic development in the last five years. These tools utilize powerful GIS technology to combine a sites and buildings database with the ability to analyze a wide range of community, demographic, and business data critical to the site selection process. New Hampshire is currently at a disadvantage because we do not offer this type of tool. Site consultants and CEOs engaged in location decision processes may be skipping over New Hampshire simply because it is too time-intensive for them to find the information they need.

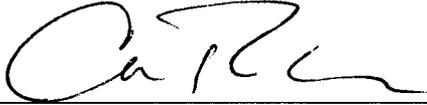
In July 2015, a Request for Proposals for a "Site Selection Website" was advertised on the Department of Administrative Services' website. Three (3) national vendors submitted proposals by the closing date of September 1, 2015. GIS Planning, based in San Francisco, CA, was recommended by a review committee as they scored the highest because their product offers more and better features, their training and support services are the most robust, and their team has the most relevant experience. The prices offered by the three vendors were within \$8,000 of each other. A summary of the scoring and list of review committee members is attached for your information.

This tool will enable the division to expand its out-of-state business marketing efforts in a cost-effective manner. The site selection website will be hosted, maintained, and updated by the vendor. A link to the tool will be embedded into the Division's existing website (nheconomy.com) and the tool will be built to match the look, feel, and navigation of the division's existing website. It is not possible for the website vendor for nheconomy.com to create this site selection tool within their current scope of services, and they did not submit a proposal for this project.

Respectfully submitted,

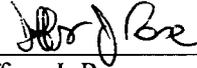
Concurred,

*(Handwritten initials)*



---

Carmen Lorentz  
Director



---

Jeffrey J. Rose  
Commissioner

Evaluation Scoring Sheet

RFP 2016-22, Site Selection Website

Company	Proposed Software Solution 30 pts max	Technical, Services, and Proj Mngmt Narratives 30 pts max	Vendor Company Quals 20 pts max	Solution Cost	Solution Cost Points 20Pts Max	TOTAL 100 Pts Max
Community Systems	23.38	22.83	13.93	\$ 126,450	18.7	78.9
Site Planning	28.85	26.95	19.30	\$ 125,000	19.0	94.1
KCP&L (Location One)	13.08	11.45	8.48	\$ 118,500	20.0	53.0

**EVALUATION SCORING SHEET**

**RFP 2016-22 - Site Selection Website: September 2015**

<b>Business Name: GIS Planning</b>					
	<b>Proposed Software Solution</b> Max Points (30)	<b>Tech. Svcs., and Project Mgmt. Narratives</b> Max Points (30)	<b>Vendor Company Qualifications</b> Max Points (20)	<b>Solution Cost Points (\$125,000)</b> Max Points (20)	<b>TOTAL</b>
<b>Carmen Lorentz</b> DRED - DED	28.90	27.10	17.90	18.96	<b>92.86</b>
<b>Michael Bergeron</b> DRED - DED	29.40	26.90	20.00	18.96	<b>95.26</b>
<b>Cindy Harrington</b> DRED - DED	28.40	26.90	20.00	18.96	<b>94.26</b>
<b>Nicole Warren</b> DoIT	28.70	26.90	19.30	18.96	<b>93.86</b>
<b>Subtotal:</b>	<b>28.85</b>	<b>26.95</b>	<b>19.36</b>	<b>18.96</b>	<b>94.10</b>

**RFP 2016-22 - Site Selection Website: September 2015**

<b>Business Name: Community Systems</b>						
	<b>Proposed Software Solution</b> Max Points (30)	<b>Tech. Svcs., and Project Mgmt. Narratives</b> Max Points (30)	<b>Vendor Company Qualifications</b> Max Points (20)	<b>Solution Cost Points (\$126,500)</b> Max Points (20)	<b>TOTAL</b>	
<b>Carmen Lorentz</b> DRED - DED	24.10	22.00	15.50	18.74	<b>80.34</b>	
<b>Michael Bergeron</b> DRED - DED	21.80	23.00	9.60	18.74	<b>73.14</b>	
<b>Cindy Harrington</b> DRED - DED	23.60	22.50	15.10	18.74	<b>79.94</b>	
<b>Nicole Warren</b> DoIT	24.00	23.80	15.50	18.74	<b>82.04</b>	
<b>Subtotal</b>	<b>23.38</b>	<b>22.83</b>	<b>13.93</b>	<b>18.74</b>	<b>78.88</b>	

**RFP 2016-22 - Site Selection Website: September 2015**

<b>Business Name: KCP &amp;L</b>						
	<b>Proposed Software Solution</b> Max Points (30)	<b>Tech. Svcs., and Project Mgmt. Narratives</b> Max Points (30)	<b>Vendor Company Qualifications</b> Max Points (20)	<b>Solution Cost Points (\$118,500)</b> Max Points (20)	<b>TOTAL</b>	
<b>Carmen Lorentz</b> DRED - DED	10.90	11.70	8.00	20.00	<b>50.60</b>	
<b>Michael Bergeron</b> DRED - DED	15.20	10.10	9.30	20.00	<b>54.60</b>	
<b>Cindy Harrington</b> DRED - DED	12.20	11.50	8.00	20.00	<b>51.70</b>	
<b>Nicole Warren</b> DoIT	14.00	12.50	8.60	20.00	<b>55.10</b>	
<b>Subtotal</b>	<b>13.08</b>	<b>11.45</b>	<b>8.48</b>	<b>20.00</b>	<b>53.00</b>	



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

RECEIVED

FEB 11 2016

D.R.E.D.

Denis Goulet  
*Commissioner*

February 8, 2016

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

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with GIS Planning, Inc., as described below and referenced as DoIT No. 2016-022.

The purpose of this contract is to enable the Division of Economic Development of the Department of Resources and Economic Development (DRED) to enhance the State's business recruitment marketing efforts by providing an online site selection service. The funding amount is not to exceed \$125,000, and the contract shall become effective upon Governor and Council approval through June 30, 2021.

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

Sincerely,

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

Denis Goulet

DG/mh  
DoIT 2016-022

cc: Nicole Warren, DoIT  
Leslie Mason, DoIT



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
**DIVISION OF ECONOMIC DEVELOPMENT**

172 Pembroke Road    Concord, New Hampshire 03301  
 Phone: 603-271-2341                      www.nheconomy.com

February 4, 2016

Denis Goulet  
 Commissioner  
 Department of Information Technology  
 27 Hazen Drive  
 Concord, NH 03301

Requested Action and Explanation

The Department of Resources and Economic Development, Division of Economic Development requests approval of Contract #2016-022, which is a five-year contract for a site selection website. The site selection website is an industry-standard economic development tool that will enhance the State’s business recruitment and marketing efforts. The Contract is funded by a mix of dedicated funds and general funds in the Division of Economic Development’s budget.

Account	Budget Line	Description	Fiscal Year	Amount
36300000-500176		Technology Software	2016	\$25,000
36000000-500674		Contract Services	2017-2020	\$100,000
		Total		\$125,000

Prior Related Actions

An RFP was issued in July 2015. Three national vendors responded. The selected vendor scored the highest by a significant margin because their product offers more and better features, their training and support services were more robust, and their team had the most relevant experience.

Alternatives and Benefits

This contract will enable the Division of Economic Development to expand its out of state business marketing efforts in a cost-effective manner. New Hampshire is currently one of only four states in the US that does not offer a site selection website for CEOs and site selection consultants. This tool will increase our business recruitment leads and put New Hampshire on more equal footing with other Northeast states competing in site selection processes. The alternative to not procuring this tool is the current state, which is that we do not offer the data required by most site consultants and CEOs and we are therefore missing out on the opportunity to be part of many

relocation searches. We do not have the capacity to incorporate this type of data into our current website and to keep the information up-to-date.

#### Open Standards

Open Data Formats were specified in the RFP requirements and the vendor's solution complies with Open Data Formats.

#### Impact on Other State Agencies and Municipalities

The goal is to enhance the State's business recruitment marketing efforts by providing a website that enables decision makers of companies to find and analyze the range of data needed to move forward with a site location decision. New Hampshire does not currently offer an online site selection service so adding this capability will enable us to reach out to more decision makers of companies than we can presently reach, especially now that almost all of the initial research done in a location decision is done using online tools such as this.

#### Supporting Documentation

Attached is contract 2016-022, RFP 2016-022 DRED Site Selection Website, and the vendor scores from RFP 2016-022.



CONTACT PERSON:

Carmen Lorentz  
Director, Division of Economic Development  
172 Pembroke Rd  
Concord, NH 03301  
Tel (603) 271-2341  
[Carmen.Lorentz@dred.nh.gov](mailto:Carmen.Lorentz@dred.nh.gov)

**CERTIFICATION**

The undersigned hereby certify that the information in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Carmen R. Lorentz  
Director, Division of Economic Development



Nicole Warren  
IT Manager

Approved by:  
Jeffrey J. Rose  
Commissioner



Cc: Leslie Mason, IT Manager

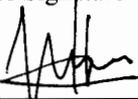
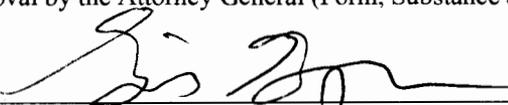
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name GIS Planning, Inc.		1.4 Contractor Address One Hallidie Plaza Suite 760, San Francisco CA 94102	
1.5 Contractor Phone Number 415-508-8743	1.6 Account Number 36300000-500176 and 36000000-500 <b>674</b>	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$125,000
1.9 Contracting Officer for State Agency Carmen Lorentz, Director, Division of Economic Development		1.10 State Agency Telephone Number 603-271-2341	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Pablo Monzon, Co-CEO and CTO	
1.13 Acknowledgement: State of _____, County of _____  On _____, 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 <del>or Justice of the Peace</del>  * PLEASE SEE ATTACHED CA ACK			
1.13.2 Name and Title of Notary <del>or Justice of the Peace</del> JAY G. PATEL			
1.14 State Agency Signature  Date: 2/4/16		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: r/a Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 3/3/16			
1.18 Approval by the Governor and Executive Council (if applicable)  By: On:			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of SAN FRANCISCO )

On 1st FEB. 2016 before me, JAY G. PATEL, NOTARY PUBLIC,

Date Here Insert Name and Title of the Officer

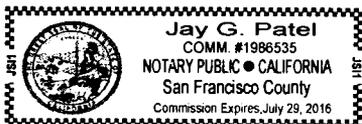
personally appeared JUAN PABLO MONZON

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

*J. Patel*  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AGREEMENT FOR SERVICES Document Date: 02/01/16

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**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 RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**TABLE OF CONTENTS**

<b>TERMS AND DEFINITIONS .....</b>	<b>1-2</b>
<b>1. CONTRACT DOCUMENTS .....</b>	<b>1-10</b>
<b>2. CONTRACT TERM.....</b>	<b>1-11</b>
<b>3. COMPENSATION .....</b>	<b>1-11</b>
<b>4. CONTRACT MANAGEMENT .....</b>	<b>4-12</b>
<b>5. DELIVERABLES.....</b>	<b>15</b>
<b>6. SOFTWARE .....</b>	<b>16</b>
<b>7. SERVICES .....</b>	<b>16</b>
<b>8. WORK PLAN DELIVERABLE .....</b>	<b>17</b>
<b>9. CHANGE ORDERS .....</b>	<b>18</b>
<b>10. INTELLECTUAL PROPERTY.....</b>	<b>18</b>
<b>11. USE OF STATE’S INFORMATION, CONFIDENTIALITY .....</b>	<b>20</b>
<b>12. LIMITATION OF LIABILITY .....</b>	<b>21</b>
<b>13. TERMINATION.....</b>	<b>22</b>
<b>14. CHANGE OF OWNERSHIP .....</b>	<b>25</b>
<b>15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS .....</b>	<b>25</b>
<b>17. REQUIRED WORK PROCEDURES.....</b>	<b>33</b>
<b>18. SAAS SPECIFIC TERMS AND CONDITIONS .....</b>	<b>36</b>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Authorized Persons</b>	GIS Planning's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable GIS Planning to perform the services required.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Includes Part 1, 2, and 3. The documentation consisting of both the General 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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

<b>Contract Conclusion</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
<b>Contractor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.  <b>Class A Deficiency</b> – <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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

	<p>unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <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 to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <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.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Certification that guarantees the unaltered state of a file; also called “code signing.”
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the transformation of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

	the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure 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.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by GIS Planning as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Public Information</b>	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

<b>Operational</b>	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Security Incident</b>	The potentially unauthorized access by non-authorized persons to personal data or non-public data GIS Planning believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of GIS Planning. A security incident may or may not turn into a data breach.
<b>Service Level Agreement (SLA)</b>	<p>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.</p> <p>Means a written agreement between both the State and GIS Planning that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.</p>
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use GIS Planning's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Software Deliverables</b>	Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract,

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

	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.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Resources and Economic Development 172 Pembroke Road Concord, NH 03301 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, GIS Planning's hardware or exists in any system owned, maintained or otherwise controlled by the State or by GIS Planning.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Identified Contact</b>	The person or persons designated in writing by the State to receive security incident or breach notification.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

	specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Resources and Economic Development (“State”), and GIS Planning, Inc. (“GIS Planning”), a California Corporation, having its principal place of business at One Hallidie Plaza Suite 760, San Francisco, CA 91402.

GIS Planning will provide a site selection website for the State. The website will be used by commercial real estate brokers in New Hampshire to market their properties and will be used by business owners, site selection consultants, and the general public to research communities and commercial properties of interest in New Hampshire. The website will provide a range of community, demographic, and business data. GIS Planning is responsible for website design, implementation, hosting, training, and ongoing support and maintenance.

**RECITALS**

WHEREAS, the State desires to have GIS Planning provide a site selection website, and associated Services for the State;

WHEREAS, GIS Planning wishes to provide a site selection website.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

This Contract Agreement (2016-022) 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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

Exhibit N- The Vendor Proposal, by reference  
Exhibit O- Certificates and Attachments

**1.2 ORDER OF PRECEDENCE**

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

- a. State of New Hampshire, Department of Resources and Economic Development Contract Agreement 2016-022, Parts 1, 2, and 3;
- b. State of New Hampshire, Department of Resources and Economic Development RFP 2016-022; and then
- c. Vendor Proposal Response to RFP 2016-022 dated September 1, 2015.

**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, 2021. The Term may be extended up to June 30, 2024, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

**Time is of the essence in the performance of GIS Planning’s obligation under the contract.**

**3. COMPENSATION**

**3.1 CONTRACT PRICE**

The Contract Price, 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. GIS Planning shall not be responsible for any delay, act, or omission of such other vendors, except that GIS Planning 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 GIS Planning.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**4. CONTRACT MANAGEMENT**

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

**4.1 THE CONTRACTOR'S CONTRACT MANAGER**

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

Pablo Monzon  
Co-CEO and CTO  
One Hallidie Plaza Suite 760  
San Francisco, CA 91402  
Tel: (415) 294-4774  
Email: monzon@gisplanning.com

**4.2 THE CONTRACTOR'S PROJECT MANAGER**

**4.2.1 Contract Project Manager**

GIS Planning shall assign a Project Manager who meets the requirements of the Contract. GIS Planning'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 GIS Planning Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of GIS Planning'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** GIS Planning 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 GIS Planning's representative for all administrative and management matters. GIS Planning's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. GIS Planning'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. GIS Planning's Project Manager must work diligently and use his/ her best efforts on the Project.

**4.2.3** GIS Planning shall not change its assignment of GIS Planning Project Manager without providing the State written justification and obtaining the prior written

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

approval of the State. State approvals for replacement of GIS Planning's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than GIS Planning 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. GIS Planning shall assign a replacement GIS Planning Project Manager within ten (10) business days of the departure of the prior GIS Planning Project Manager, and GIS Planning shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim GIS Planning 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 GIS Planning in default and pursue its remedies at law and in equity, if GIS Planning fails to assign a GIS Planning Project Manager meeting the requirements and terms of the Contract.

4.2.5 GIS Planning Project Manager is:  
Jeff Suneson  
Director of Client Services  
One Hallidie Plaza Suite 760  
Tel: 916 833-8894  
Email: jsuneson@gisplanning.com

**4.3 GIS Planning KEY PROJECT STAFF**

4.3.1 GIS Planning 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 GIS Planning Key Project Staff. The State reserves the right to require removal or reassignment of GIS Planning'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 GIS Planning shall not change any GIS Planning Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of GIS Planning Key Project

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

Staff will not be unreasonably withheld. The replacement GIS Planning Key Project Staff shall have comparable or greater skills than GIS Planning 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 GIS Planning in default and to pursue its remedies at law and in equity, if GIS Planning fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with GIS Planning's replacement Project staff.

**4.3.3.1** GIS Planning Key Project Staff shall consist of the following individuals in the roles identified below:

GIS Planning's Key Project Staff:	Title
Key Member(s)	
Pablo Monzon	Co-CEO and CTO
Jeff Suneson	Director of Client Services
Dr. Alisa Sklar, PhD	Director of Marketing

**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:

Carmen Lorentz  
Director, Division of Economic Development  
172 Pembroke Rd  
Concord NH 03301  
Tel: (603) 271-2341  
Email: Carmen.Lorentz@dred.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 GIS Plannings;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Camen Lorentz  
Director, Division of Economic Development  
172 Pembroke Rd  
Concord, NH 03301  
Tel: (603) 271-2341  
Email: Carmen.Lorentz@dred.nh.gov

**4.6 REFERENCE AND BACKGROUND CHECKS**

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

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and GIS Planning 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 CONTRACTOR RESPONSIBILITIES**

GIS Planning 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.

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

GIS Planning 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*.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE**

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

**5.4 SOFTWARE REVIEW AND ACCEPTANCE**

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

**6. SOFTWARE**

GIS Planning 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**

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

**7.1 ADMINISTRATIVE SERVICES**

GIS Planning 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**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**7.3 TESTING SERVICES**

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

**7.4 TRAINING SERVICES**

GIS Planning 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**

GIS Planning 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**

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

**8. WORK PLAN DELIVERABLE**

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve GIS Planning from liability to the State for damages resulting from GIS Planning'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, GIS Planning must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of GIS Planning or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by GIS Planning to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

automatically extend on a day-to-day basis to the extent that the delay does not result from GIS Planning'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 GIS Planning's receipt of a Change Order, GIS Planning shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

GIS Planning 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 GIS Planning'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 GIS Planning to the State, and the State acceptance of GIS Planning'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 GIS Planning.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all title and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

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

**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 demand or upon termination of this Agreement for any reason. GIS Planning shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

**10.3 CONTRACTOR'S MATERIALS**

Subject to the provisions of this Contract, GIS Planning may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, GIS Planning shall not distribute any products containing or disclose any State Confidential Information. GIS Planning 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 GIS Planning employees or third party consultants engaged by GIS Planning.

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

**10.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site [www.nheconomy.com](http://www.nheconomy.com), including copyright to all State 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**10.5 SURVIVAL**

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

**11 USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 USE OF STATE'S INFORMATION**

In performing its obligations under the Contract, GIS Planning 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*). GIS Planning 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 GIS Planning's performance under the Contract.

**11.2 STATE CONFIDENTIAL INFORMATION**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**11.3 CONTRACTOR CONFIDENTIAL INFORMATION**

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

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

**12.2 GIS Planning**

Subject to applicable laws and regulations, in no event shall GIS Planning be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and GIS Planning'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 GIS Planning'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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**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 GIS Planning 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:

- a. Unless otherwise provided in the Contract, the State shall provide GIS Planning 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 GIS Planning fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving GIS Planning 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 GIS Planning 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 GIS Planning during the period from the date of such notice until such time as the State determines that GIS Planning has cured the Event of Default shall never be paid to GIS Planning.
- 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;

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

- 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 GIS Planning 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 Vendor 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 GIS Planning. In the event of a termination for convenience, the State shall pay GIS Planning 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, GIS Planning shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.3 TERMINATION FOR CONFLICT OF INTEREST**

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

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 GIS Planning did not know, or reasonably did not know, of the conflict of interest.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

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

**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 GIS Planning 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, GIS Planning shall:

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. 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;
- d. 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 GIS Planning and in which the State has an interest;
- e. During any period of service suspension, GIS Planning shall not take any action to intentionally erase any State data.
  1. In the event of termination of any services or agreement in entirety, GIS Planning shall not take any action to intentionally erase any State data for a period of:
    - 10 days after the effective date of termination, if the termination is in accordance with the contract period
    - 30 days after the effective date of termination, if the termination is for convenience
    - 60 days after the effective date of termination, if the termination is for cause
  2. After such period, GIS Planning shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

- f. 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
- g. GIS Planning shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. GIS Planning shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that GIS Planning has surrendered to the State all said property.

**14 CHANGE OF OWNERSHIP**

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

**15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**15.1** GIS Planning 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** GIS Planning shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubGIS Plannings, 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 GIS Planning of any of its obligations under the Contract nor affect any remedies available to the State against GIS Planning that may arise from any event of default of the provisions of the contract. The State shall consider GIS Planning 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 GIS Planning from assigning the Contract to the successor of all or substantially all of the assets or business of GIS Planning provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

the event that GIS Planning should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with GIS Planning, its successors or assigns for the full remaining term of the Contract; continue under the Contract with GIS Planning, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to GIS Planning, 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:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>GIS Planning</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Jeff Suneson Director of Client Services	Carmen Lorentz State Project Manager (PM)	5 Business Days
<b>First</b>	Pablo Monzon CTO and co-CEO	Carmen Lorentz Director, Division of Economic Development	10 Business Days
<b>Second</b>	Pablo Monzon CTO and co-CEO	Jeffrey Rose Commissioner	15 Business Days

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

**17 GENERAL TERMS AND CONDITIONS**

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"), GIS Planning 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 GIS Planning access or attempt to access any information without having the express authority to do so.
- c. That at no time shall GIS Planning 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 GIS Planning 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 GIS Planning. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if GIS Planning 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." GIS Planning understand and agree that use of email shall follow State standard policy (available upon request).

**17.3 INTERNET/INTRANET USE**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

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**

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

**17.5 INSURANCE CERTIFICATE**

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

**17.6 EXHIBITS**

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

**17.7 VENUE AND JURISDICTION**

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

**17.8 SURVIVAL**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements; Exhibit E Section 4: Accounting Requirements; 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.

**17.9 FORCE MAJEURE**

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**SITE SELECTION WEBSITE**  
**CONTRACT 2016-022 PART 2**  
**INFORMATION TECHNOLOGY PROVISIONS**

**17.10 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 GIS PLANNING:  
PABLO MONZON  
GIS PLANNING  
ONE HALLIDIE PLAZA SUITE 760  
SAN FRANCISCO, CA 91402  
PABLO@GISPLANNING.COM  
TEL: (415) 294-4774

TO STATE:  
CARMEN LORENTZ  
NH DRED  
172 PEMBROKE RD  
CONCORD, NH 03301  
CARMEN.LORENTZ@DRED.NH.GOV  
TEL: (603) 271-2341

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

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**  
**SITE SELECTION WEBSITE**  
**CONTRACT 2016-022 PART 2**  
**INFORMATION TECHNOLOGY PROVISIONS**

**17.12. DATA Location** GIS Planning shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. GIS Planning shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. GIS Planning shall permit its personnel and contractors to access State data remotely only as required to provide technical support. GIS Planning may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

**17.13. Security Incident or Data Breach Notification:** GIS Planning shall inform the State of any security incident or data breach.

a. Incident Response: GIS Planning may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of GIS Planning communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: GIS Planning shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If GIS Planning has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, GIS Planning shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**17.14. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of GIS Planning.

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

b. GIS Planning, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. GIS Planning shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of GIS Planning's breach of its contract obligation to encrypt personal data or otherwise prevent its release, GIS Planning shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute<sup>17</sup> at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by GIS Planning based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

**17.15. Notification of Legal Requests:** GIS Planning shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. GIS Planning shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

**17.16. Access to Security Logs and Reports:** GIS Planning shall provide reports to the State in a format as specified in the SLA agreed to by both GIS Planning and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

**17.17. Contract Audit:** GIS Planning shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**17.18. Data Center Audit:** GIS Planning shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. GIS Planning may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**17.19. Advance Notice:** GIS Planning shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
SITE SELECTION WEBSITE  
CONTRACT 2016-022 PART 2  
INFORMATION TECHNOLOGY PROVISIONS**

version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**17.20. Security:** GIS Planning shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and GIS Planning. For example: virus checking and port sniffing — the State and GIS Planning shall understand each other’s roles and responsibilities.

**17.21. Non-disclosure and Separation of Duties:** GIS Planning shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

**17.22. Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from GIS Planning. This includes the ability for the State to import or export data to/from other service providers.

**17.23. Responsibilities and Uptime Guarantee:** GIS Planning shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of GIS Planning. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**17.24. Right to Remove Individuals:** The State shall have the right at any time to require that GIS Planning remove from interaction with State any GIS Planning representative who the State believes is detrimental to its working relationship with GIS Planning. The State shall provide GIS Planning with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, GIS Planning shall immediately remove such individual. GIS Planning shall not assign the person to any aspect of the contract or future work orders without the State’s consent.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

**Project Overview**

The general scope of the project is to create a site selection website for New Hampshire. Corporate site selection has changed dramatically in the past five years with the increased use of online tools and mobile devices. Most state economic development agencies have responded by providing web-based corporate site selection tools that enable businesses to easily research locations in their state. New Hampshire does not currently offer web-based site selection services. DRED seeks this new tool to enhance its business attraction and marketing efforts.

GIS Planning will be responsible for website design, implementation, hosting, training, and ongoing support and maintenance.

This website will be used by commercial real estate brokers in NH to market their properties. The site will be populated with data on NH properties listed on the New England Commercial Property Exchange (NECPE) and with other data for NH commercial properties listed with brokers who are not on the NECPE. Brokers will log in to upload or edit data for their properties.

Business owners, site selection consultants, and the general public will use the website to research communities and commercial properties of interest. The website will provide a range of community demographic and business data. No log in is required to search for information on the website.

**General Project Assumptions**

1. GIS Planning 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 GIS Planning 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, GIS Planning shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. GIS Planning shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. GIS Planning 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

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

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

### **Services (Software As A Service):**

The Services shall be the provision of ZoomProspector Enterprise software functionality (or a product with identical functionality even if marketed under a different product name; references to ZoomProspector Enterprise below shall refer to the Services) on an online basis via the Internet. ZoomProspector Enterprise will be hosted on servers with an Internet service provider or hosting facility that GIS Planning owns or uses.

The functionality of the Services will include the following features:

- **Available Property Site Selection Query** – web site users will be able to search for available commercial property based on user-defined information such as minimum and maximum size and type of use.
- **Property Reports** – web site users will be able to generate property reports for available properties.
- **Dynamic Demographic Analysis** – web site users will be able to generate user-defined demographic analysis from any geocoded available property within the Project Geography.
- **License of Demographic Data from Applied Geographic Solutions** – data will include demographics, consumer expenditures and business/workforce data.
- **Dynamic Business Reports** – web site users will be able to generate user-defined business reports from any available property within the Project Geography.
- **Dynamic Mapping** – web site users will have the ability to zoom in/out, pan and identify information on the map.
- **Community Search** – search cities and counties by select demographic, geographic and business variables.
- **Business Search** – search businesses by name and industry.
- **Online Management system for Real Estate Professionals to list Properties** – web site users who are authorized real estate professionals marketing available commercial property will be able to add, delete, and update information about their properties through a user-friendly web page using a login and password system.
- **Staff Online Management System** – web site users who are the State staff will have access to use of the Services that will provide them with access to the property data for addition, deletion, and maintenance. The State staff will also use the Services to give real estate professionals access to use the Services for the purpose of reviewing, adding, deleting, and updating information about their properties.
- **Application Interface** – the application interface will be created following a design similar to that shown as Exhibit B. The application interface will include color customization and insertion of the State logo. The map interface data comes from Google and therefore that portion of the interface will be displayed based on Google's standard map interface. Future upgrades to the Services may modify the features and appearance and these upgrades may occur multiple times throughout the term.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

The State understands and agrees that as with any software-as-a-service or hosted software offering, the specific features, functionality, appearance and design of the Services may change in the future (e.g., upgrades and fixes), but key features and functionality as described above will be provided pursuant to the terms and conditions of this Agreement. The State understands and agrees that the Services will use information, data, and map graphics from Google, and that GIS Planning has no control over Google, the services provided by Google or the information provided by Google. If Google changes or stops the services it provides through Google Maps and Google Earth it may affect the performance, usability and display of the State’s website and the Services. GIS Planning is not responsible for any effects or changes that using Google Maps and Google Earth data may have on the State’s website and Services.

Several of the above features are described in more detail below:

**Available Property Site-Selection Query**

ZoomProspector Enterprise will give the web site user the ability to search and select available land or buildings in the Project Geography based on size and type (e.g. office, retail, industrial, vacant land, etc.) of space. As a result of this search the ZoomProspector Enterprise software will compile a list of locations which match the identified characteristics and display them to the web site user.

**Property Reports**

After a property is found through the site selection process and the web site user selects it, ZoomProspector Enterprise will generate a property report that can include data variables, descriptions about the property, and images which were submitted through the Online Management Systems. Web site users will be able to select any available property in the Project Geography and be able to view a map depicting the available property.

The data described in the property reports may need to be entered when a property is added to the database. Some data can be generated automatically if it is included in the Project Geography’s GIS database.

**The Dynamic Demographic Engine**

ZoomProspector Enterprise will give the web site user the capability to dynamically generate demographic reports for any available property within the Project Geography. Web site users can create demographic reports based on their own user-defined distance from a property. Demographic reports can include demographic, income, consumer-expenditure and workforce information.

The location-specific demographic radius reports can include radii distances of up to 60 miles around the available property. The drive-time demographic reports can include drive-times distances of up to 60 minutes around the available property.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

Demographic data is provided through a third party data vendor. This data is provided by an industry leader, however the quality of the data cannot be guaranteed.

**Thematic Mapping of Demographic Variables**

Website users will be able to select and display Thematic Mapping of GIS Planning’s pre-defined demographic variables on the displayed map interface. This will show the spatial distribution and concentrations of specific variables across a geographic view. ZoomProspector Enterprise will also generate a Map Legend that defines the demographic ranges as quantifiable numbers.

<b>The Engine</b>	<b>Dynamic</b>	<b>Business</b>	<b>Report</b>
-----------------------	----------------	-----------------	---------------

As provided, ZoomProspector Enterprise will give the web site user the capability to dynamically generate business reports for a user-defined limited distance around any available property within the Project Geography. Web site users will be able to see the locations of businesses on the map color-coded by industry. Website users will also be able to view tabular business data in the business report by number of businesses by industry. Not all businesses will be able to be displayed on the map or report at the same time.

Business and industry data is provided through a third party data vendor. This data is provided by an industry leader, however the quality of the data cannot be guaranteed.

**Business Search**

Website users will be able to query a database of businesses by name and by industry. Based on the user-input parameters the website will produce the results in text and on the map. The business lists is based on as-is third party data.

**Community Search**

Website users will be able to query a database of cities and counties based on GIS Planning’s standard, pre-defined demographic, geographic and business variables. Based on the user-input parameters the website will produce the results in text and on the map.

**Proposal Creator**

This tool is not available to the public and is managed by The State. Using this tool, the State can select properties from the website, reports (demographic, business, etc), and combine them with additional files (e.g. Microsoft Word, Excel, Adobe Acrobat) related to a proposal for a business. The report can be exported in multiple document formats or be presented to a business customer through the Internet where they can see the proposal online.

**Sending Your Own Requests for Proposals**

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

The State may inform its partner organizations about site selection projects the State is managing. Using this tool the State's partners (such as economic development organizations or real estate professionals) can respond online to the State with potential property proposals that can meet the needs of the State's site selection customers. The State can then review or eliminate the submissions to create the final list of sites and documents that you prefer to submit to the business or site selection consultant. Companies can also review your proposal online.

**Online Management system for Real Estate Professionals to list Properties**

The real estate professionals' site is a web page where real estate professionals (like brokers or property owners) may add an available property, delete a property that has been leased or purchased, and modify information for a property. To help avoid conflicts between brokers, ZoomProspector Enterprise will provide functionality to allow the State to offer individual security logins and passwords so that only the real estate professional who added the property, and who has the appropriate login and password, should be able to view or delete the property. As provided, ZoomProspector Enterprise will also check for the ID of the broker before deleting information. A login and a password will also be required in order to add or delete a property. A user-friendly web site or interface will be used to make adding, deleting or modifying a property relatively easy for the broker.

Both the Broker's login database and Property Listing database will be maintained on a server running the ZoomProspector Enterprise software.

Brokers can also add photo images and/or document attachments that will appear on the property report. A file size limit of 1 MB will be required for each file.

Properties that cannot be geocoded to Google Maps will be excluded from the database of properties.

**The Staff Online Management System**

As provided, ZoomProspector Enterprise provides a web-based interface for the State's system administrator(s). This Staff Online Management System page will allow the operator to add and delete real estate professionals who may list properties on the State's site, and assign them logins and passwords from any computer connected to the Internet. All logins and passwords will be stored in a secure database. The State will be able to monitor all properties through the Administration Page.

"Web site users" refers to end users accessing the State's website who have the necessary and adequate hardware, software, and Internet connection services to access and use most commercial Internet sites.

**Service Level**

GIS Planning will use commercially reasonable efforts to make the Services available and online in accordance with the requirements of the RFP. The State agrees and understands that routine maintenance by GIS Planning or its internet service provider or hosting facility may cause temporary downtime, and that loss of connectivity by the State to the hosted system due to reasons which are beyond

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

GIS Planning's control, such as problems with the State's personal computers or the network between the State and GIS Planning's internet server hosting facility, may arise and that GIS Planning shall not be responsible for such loss of connectivity or any other loss of connectivity that is beyond GIS Planning's reasonable control.

The Services will function on the latest two versions of the Microsoft Internet Explorer, Mozilla Firefox, and Google Chrome browsers with the Web site user having access to a high-speed Internet connection. When Microsoft, Mozilla, or Google upgrade their browsers GIS Planning will use best efforts to make the Services function on the new versions as quickly as possible.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

**Timeline:**

The timeframe for implementing the Services shall be thirteen weeks from the Effective Date of this Agreement and all Data To Be Provided By the State (Section 6) has been delivered to GIS Planning.

GIS Planning will use its management process to ensure smooth and rapid implementation. GIS Planning will work closely with the State to design and formally capture all the specifications needed to implement Services for the State. GIS Planning will then track any modifications needed and their completion across two review cycles.

Implementing the Services in three months is dependent on the State’s ability to turn around information requests in a timely manner. Delays in the State feedback may delay the Timeline.

The following is the development schedule:

<b>Phase</b>	<b>Week</b>	<b>Description</b>
1. Project Start	1	Agreement executed and design meeting scheduled.
2. Design Meeting	1 or 2	To include a conference call and website review with Project Manager, Technical Staff and/or any Graphic Design Staff to discuss website colors, logos, URL, and project timeline. The State will have the option to supply a graphic banner or utilize our graphic design services. The State must select a word/name for the URL which will precede zoomprospector.com by the end of week 2. For example communityname.zoomprospector.com. If a name is not provided by the State, GIS Planning will create a name on the State’s behalf. Any changes to this URL are Additional Consulting Services.
3. The State Delivery of GIS data, graphic files, color codes, and property report fields.	4	All the State data and choices must be delivered by the State to GIS Planning by the end of week 4. If this data is not delivered at this time, then default colors, graphic files, maps, and property report fields will be selected by GIS Planning. Any further work on these items will be delayed until after the State’s Access Date. After the Access Date, GIS Planning can work on these items and can add this data within four (4) weeks of receiving the data from the State.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

		If the State has an existing property database, it must be submitted at the end of week 4 or it will also be delayed until after the Access Date.
4. Development	3, 4, 5, 6, 7, 8	GIS Planning staff will keep the State aware of any development issues and project status. The website will be delivered to the State by the end of week 8.
5. 1st Review and/or Approval	9	The State will have the opportunity to review graphics and functionality. Any requested updates or changes to the website will be comprehensively delivered to GIS Planning by the State in written form by the end of week 9. If no changes are requested by the State by the end of week 9, this becomes the Access Date.
6. State-requested Changes (if needed)	11	GIS Planning will make the State-requested changes from the 1 <sup>st</sup> Review by the end of week 11.
7. 2nd Review and Approval (if needed)	12	The State will have the opportunity to review that all changes and updates have been made and the site is ready. This is the Access Date.

**5. Project Geography**

The geographic scope of the Services provided to the State will cover the geographic boundaries of the State of New Hampshire.

**6. Data To Be Provided By The State**

The following is a list of the minimum data that needs to be provided by the State to GIS Planning within four weeks of initiation of project work. Failure by the State to provide this Data shall not affect or delay payment of any fees due to GIS Planning under Section 3 of the Agreement.

GIS Data

- GIS layers (up to 8) should also be submitted as Shapefiles. The GIS layers you select are up to you. Some recommended layers which have been used by other economic development organizations include zoning, parks, utilities, traffic counts, and incentive areas. These should cover only the project area geography. All GIS layers should be delivered in ESRI Shapefile/geodatabase format for all layers in the project.

Graphic Images

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT A**  
**DELIVERABLES**

- Any graphic images such as a logo, photos, or illustrations which can be used in the application interface.

Any data manipulation or changes to the data are not included in this scope of work.

The State may use up to 10 GB of total storage on the server. The State understands and agrees that Data may be used in connection with other applications and services that are provided by GIS Planning and its partners.

<b>Activity, Deliverable or Milestone</b>	<b>Delivery Schedule (from effective date of contract)</b>
Conduct Project Kickoff Meeting	Week 1
Work Plan & Project Schedule	Week 1
Test Plan	Week 2
Status Meetings	Ongoing
Status Reports	Ongoing
Installation and Configuration Phase	Week 3
Building Interface for Catalyst Data	Week 3
Load Catalyst Data onto Site and Test	Week 4
Performance tuning and stress testing	Week 5
Training for Administrators and Testers	Week 6
User Acceptance Testing	Week 7
Cutover to Production	Week 8
Provide Ally System Documentation for User and Administrators	Week 9
System Deployment to the Public	Week 10
Training for Users	Week 11
Completion of the Holdback Period	Week 12
Security Testing Results	Week 12

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$ 125,000 for the period between the Effective Date through June 30, 2021. GIS Planning shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow GIS Planning to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

**1.2 Software Hosting, Licensing, Maintenance, and Support Pricing Worksheet**

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

**Table 1.2: Software Hosting, Maintenance, and Support Pricing Worksheet**

<b>HOSTED SERVICES</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>SFY 2020</b>	<b>Total</b>
<b>License/User Agreement</b>	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
<b>Web Site Hosting Fee</b>	Included	Included	Included	Included	Included	Included
<b>Technical Support</b>	Included	Included	Included	Included	Included	Included
<b>Maintenance and Updates</b>	Included	Included	Included	Included	Included	Included
<b>Total</b>	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000

**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” 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**

<b>Position Title</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>	<b>SFY 2020</b>
<b>Project Manager</b>	\$350	\$350	\$350	\$350
<b>Executive</b>	\$450	\$450	\$450	\$450

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT B**  
**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 \$125,000 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to GIS Planning for all fees and expenses, of whatever nature, incurred by GIS Planning 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**

GIS Planning 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. GIS Planning 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:

Carmen Lorentz  
Division of Economic Development  
NH Department of Resources and Economic Development  
172 Pembroke Rd  
Concord NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

GIS Planning  
One Hallidie Plaza Suite 760  
San Francisco, CA 91402

**5. OVERPAYMENTS TO GIS PLANNING**

GIS Planning 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.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the first year annual fee for 60 days after the go live date.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT C**  
**SPECIAL PROVISIONS**

No special provisions included.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT D**  
**ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

GIS Planning 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 GIS Planning 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 GIS Planning to perform its obligations under the Contract.

**4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

GIS Planning 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, GIS Planning 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**

GIS Planning 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*.

GIS Planning 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. GIS Planning and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT D**  
**ADMINISTRATIVE SERVICES**

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. GIS Planning 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 GIS Planning'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**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT E**  
**IMPLEMENTATION SERVICES**

**1. STATE MEETINGS AND REPORTS**

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

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

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

As reasonably requested by the State, GIS Planning shall provide the State with information or reports regarding the Project. GIS Planning 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**

GIS Planning shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT E**  
**IMPLEMENTATION SERVICES**

GIS Planning and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The GIS Planning team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

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

GIS Planning shall adopt an Implementation time-line aligned with the State's required time-line.

## **2.2 Timeline**

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

### **2.2.1 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 Work Plan.

### **2.2.2 Change Management and Training**

GIS Planning's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

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

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

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

In addition, GIS Planning 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. GIS Planning shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

GIS Planning shall provide the State with an overall Test Plan that will guide all testing. The GIS Planning 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 GIS Planning's Project Manager's Certification, in writing, that GIS Planning's own staff has successfully executed all prerequisite GIS Planning 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 GIS Planning 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 GIS Planning's development environment. GIS Planning must assist the State with

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

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.

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

**1.2 System Integration Testing**

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

Thorough end-to-end testing shall be performed by the GIS Planning 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. 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.

<b>Activity Description</b>	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.
<b>GIS Planning Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test Specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Work jointly with GIS Planning to develop the Systems Integration Test Specifications.</li> <li>• Work jointly with GIS Planning to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with GIS Planning to validate components of the test scripts, modifications, fixes and other System interactions with the GIS Planning supplied Software Solution.</li> </ul>
<b>Work Product Description</b>	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.</li> </ul>

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

**1.3 Conversion Validation Testing**

In Conversion Validation Testing, target application functions are validated.

<b>Activity Description</b>	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.
<b>GIS Planning Team Responsibilities</b>	For conversions and interfaces, the GIS Planning team will execute the applicable validation tests and compare execution results with the documented expected results. Extract and cleanse the data imported from the New England Commercial Property Exchange hosted by Catylist.
<b>Work Product Description</b>	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.

**1.4 Installation Testing**

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

**1.5 User Acceptance Testing (UAT)**

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

The 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 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

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>GIS Planning Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User</li> </ul>

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

<b>State Responsibilities</b>	<p>Acceptance Test activities.</p> <ul style="list-style-type: none"><li>• Work jointly with the State in determining the required actions for problem resolution.</li><li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li><li>• Validate the Acceptance Test environment.</li><li>• Execute the test scripts and conduct User Acceptance Test activities.</li><li>• Document and summarize Acceptance Test results.</li><li>• Work jointly with GIS Planning in determining the required actions for problem resolution.</li><li>• Provide Acceptance of the validated Systems.</li></ul>
<b>Work Product Description</b>	<p>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.</p>

## 1.6 Performance Tuning and Stress Testing

### 1.6.1 Scope

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

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

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

### 1.6.2 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.

### 1.6.3 Tuning

Tuning will be GIS Planning 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

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

result of making code more efficient during development as well as making tuning parameter changes to the environment.

**1.7 Regression Testing**

As a result of the user testing activities, problems will be identified that require correction. The State will notify the GIS Planning of the nature of the testing failures in writing. The GIS Planning will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing shall incorporate 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, GIS Planning 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, GIS Planning will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

**1.8 Penetration Testing**

GIS Planning shall implement a methodology for penetration testing that includes the following:

- Is based on industry-accepted penetration testing approaches. GIS Planning uses Amazon Web Services for its hosting environment. Amazon provides penetration testing for its cloud environment. In addition, and in accordance, GIS Planning will request site specific penetration testing through Amazon Web Services once the application is deployed in that environment.;
- Includes testing from both inside and outside the network;
- Defines network-layer penetration tests to include components that support network functions as well as operating systems;
- Includes review and consideration of threats and vulnerabilities experienced in the last 12 months;
- Specifies retention of penetration testing results and remediation activities results.

**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.

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
--------------------------	--

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT F**  
**TESTING SERVICES**

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.

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

**1,10 Successful UAT Completion**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT G**  
**MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

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

**1.1 GIS Planning's Responsibility**

GIS Planning shall maintain the System in accordance with the Contract.

**1.1.1 Maintenance Releases**

GIS Planning 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.

**1.1.2 Standard Agreement**

The State will adopt GIS Planning's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

**2. SUPPORT OBLIGATIONS AND TERM**

- 2.1** GIS Planning shall repair or replace Software, and provide support and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to Contract requirements H5.1 – H5.14 in Exhibit H Requirements
- 2.2** If GIS Planning fails to correct a Deficiency within the allotted period of time stated above, GIS Planning 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, as well as to return GIS Planning's product and receive a refund for all amounts paid to GIS Planning, including but not limited to, applicable license fees, within ninety (90) days of notification to GIS Planning of the State's refund request
- 2.3** If GIS Planning fails to correct a Deficiency within the allotted period of time stated above, GIS Planning 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 8.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT H**  
**REQUIREMENTS**

Attachment 1: Project Requirements is hereby incorporated within.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT I**  
**WORK PLAN**

GIS Planning's Project Manager and the State Project manager shall finalize the Work Plan within five business 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 GIS Planning's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of GIS Planning and State Project Managers.

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

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

## **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.
- GIS Planning shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **B. Logistics**

- The GIS Planning Team shall perform this Project at GIS Planning facilities.
- The GIS Planning Team shall honor all holidays observed by GIS Planning or the State, although with permission, may choose to work on holidays and weekends.

### **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.
- GIS Planning assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

### **E. Project Schedule**

- Deployment is planned to begin on March 15, 2016 with a planned go-live date of June 15, 2016.

### **F. Reporting**

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT I**  
**WORK PLAN**

- During the development phase of the site selection website, GIS Planning shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**G. User Training**

- The GIS Planning 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.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

**H. Performance and Security Testing**

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

**2. ROLES AND RESPONSIBILITIES**

**A. GIS Planning Team Roles and Responsibilities**

**1) GIS Planning Team Project Manager**

The GIS Planning 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 GIS Planning Team. The GIS Planning 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 GIS Planning Team members to tasks in the Work Plan according to the scheduled staffing requirements;
- Define roles and responsibilities of all GIS Planning Team members;
- 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;
- 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.
- Manage hand-off to GIS Planning operational staff; and
- Manage Transition Services, as needed.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT I**  
**WORK PLAN**

**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 GIS Planning Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), 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 GIS Planning team;
- Assist the GIS Planning Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the GIS Planning Project Manager of any urgent issues if and when they arise; and
- Assist the GIS Planning team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage hand-off to State operational staff; and
- Manage Transition Services, as needed.

**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;

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT I**  
**WORK PLAN**

- Attend Project meetings when requested; and
- Assist in training end users in the use of the GIS Planning Software Solution and the business processes the application supports.

**3) State Technical Lead and Architect**

The State’s Technical Lead and Architect 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;
- Manage the day-to-day activities of the State’s technical resources assigned to the Project;
- Represent the technical efforts of the State weekly Project meetings during the development phase.

**4) 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;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**3. PRELIMINARY WORK PLAN**

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

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

<b>Phase</b>	<b>Week</b>	<b>Description</b>
8. Project Start	1	Agreement executed and design meeting scheduled.
9. Design Meeting	1 or 2	To include a conference call and website review with Project Manager, Technical Staff and/or any Graphic Design Staff to discuss website colors, logos, URL, and project timeline. Client will have the option to supply a graphic banner or utilize our graphic design services. Client must select a word/name for the URL which will precede zoomprospector.com by the end of week 2. For example communityname.zoomprospector.com. If a name is not provided by Client, GIS Planning will create a name on Client’s behalf. Any changes to this URL are Additional Consulting Services.
10. Client Delivery	4	All Client data and choices must be delivered by Client to GIS Planning

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT I**  
**WORK PLAN**

of GIS data, graphic files, color codes, and property report fields.		by the end of week 4. If this data is not delivered at this time, then default colors, graphic files, maps, and property report fields will be selected by GIS Planning. Any further work on these items will be delayed until after Client's Access Date. After the Access Date, GIS Planning can work on these items and can add this data within four (4) weeks of receiving the data from Client.  If Client has an existing property database, it must be submitted at the end of week 4 or it will also be delayed until after the Access Date.
11. Development	3, 4, 5, 6, 7, 8	GIS Planning staff will keep client aware of any development issues and project status. The website will be delivered to Client by the end of week 8.
12. 1st Review and/or Approval	9	Client will have the opportunity to review graphics and functionality. Any requested updates or changes to the website will be comprehensively delivered to GIS Planning by Client in written form by the end of week 9. If no changes are requested by Client by the end of week 9, this becomes the Access Date.
13. Client-requested Changes (if needed)	11	GIS Planning will make Client-requested changes from the 1 <sup>st</sup> Review by the end of week 11.
14. 2nd Review and Approval (if needed)	12	Client will have the opportunity to review that all changes and updates have been made and the site is ready. This is the Access Date.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT J**  
**SOFTWARE LICENSE**

1. **Software As A Service; License.** Subject to the terms and conditions of this Agreement, GIS Planning will provide the State with online access to the ZoomProspector Enterprise software for use as described in the Contract (or a product with identical functionality even if marketed under a different product name), including updates, bug fixes, or other minor enhancements or improvements that are made generally available by GIS Planning (hereafter the “Services”). Subject to the terms and conditions of this Agreement, and upon payment in full to GIS Planning, GIS Planning grants to Client a personal, nontransferable, non-sublicensable, nonexclusive limited license to use the Services for Clients’ own use, in accordance with any documentation provided by GIS Planning, to allow web site users to view and search for information about properties and related data. Client agrees that it shall not: i) distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of the Services (including any associated documentation) and Client’s rights to use such Services, except for use by web site end-users as described herein, ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or algorithms of the Services, or iii) modify or create derivative works based on the Services.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT K**  
**WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**1.1 System**

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

**1.2 Software**

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

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

**1.3 Non-Infringement**

GIS Planning 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**

GIS Planning 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**

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

**1.6 Services**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT K**  
**WARRANTY AND WARRANTY SERVICES**

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

**2. WARRANTY PERIOD**

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT L**  
**TRAINING SERVICES**

GIS Planning shall provide the following Training Services.

GIS Planning will provide unlimited training in all aspects of the application. This includes training the State of New Hampshire administrators on the use of the public facing portal and the admin system.

GIS Planning will provide a series of webinars to local economic development partners and real estate brokers on the use of the system.

Additionally, GIS Planning includes an FAQ and video tutorials on the use of the admin system to any user who has access to the admin system.

All training will be provided online and is unlimited.

GIS Planning will also include one onsite training session as part of the agreement.

**STATE OF NEW HAMPSHIRE**  
**Department of Resources and Economic Development**  
**Site Selection Website**  
**CONTRACT 2016-022 – PART 3**  
**EXHIBIT N**  
**CERTIFICATES AND ATTACHMENTS**

Agency RFP 2016-022, issued July 29, 2015 with all addenda is hereby incorporated by reference.

Attached are:

1. Exhibit H Requirements – Attachment 1
2. Contractor's Certificate of Vote/Authority
3. Contractor's Certificate of Good Standing
4. Contractor's Certificate of Insurance
5. Vendor Proposal

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

<b>BUSINESS REQUIREMENTS</b>					
<b>State Requirements</b>			<b>Vendor</b>		
<b>Req #</b>	<b>Requirement Description</b>	<b>Criticality</b>	<b>Vendor Req.</b>	<b>Delivery Method</b>	<b>Comments</b>
<b>PROPERTY DATABASE</b>					
B1.1	Vendor must provide ability for general public to identify properties of interest based on size and type	M	Yes	Standard	
B1.2	Vendor must provide ability for general public to create detailed reports on properties of interest that may include site and floor plans, property brochures, etc.	M	Yes	Standard	
B1.3	Vendor must provide ability for general public to do a quick side-by-side comparison of two or more properties of interest	O	Yes	Standard	
B1.4	Vendor must provide ability for general public to view properties of interest in map view	M	Yes	Standard	
B1.5	Vendor must provide ability for general public to see different map views of properties of interest (satellite view, street view, etc.)	O	Yes	Standard	
B1.6	Vendor must have the ability to import data from Catylist (upload of NH property data on New England Commercial Property Exchange) and ensure these data are updated on a regular basis.	M	Yes	Standard	
B1.7	Vendor must provide DRED with guidance and technical capability for lead conversion mechanisms, such as requiring a user email address in order to download a detailed property report. DRED seeks guidance on when is the right time to require a user to provide contact information in exchange for information from the site.	M	Yes	Standard	
B1.8	Vendor solution must provide limited/tiered access for authorized real estate brokers	M	Yes	Standard	
B1.9	Vendor solution should include automated reminder feature to prompt brokers who have property listings on the site to update their data on a regular basis	O	Yes	Standard	
<b>COMMUNITY DATA</b>					
B2.1	Vendor must provide general public the ability to define a geography (mile radius and drive time) around a property of interest	M	Yes	Standard	
B2.2	Vendor must provide ability for general public to obtain demographic & labor force data for geography of interest	M	Yes	Standard	
B2.3	Vendor must provide general public with ability to obtain business/industry data for geography of interest	M	Yes	Standard	
B2.4	Vendor must provide general public ability to obtain consumer spending data for geography of interest	M	Yes	Standard	
B2.5	Vendor must provide DRED ability to add local data layers (utilities, incentive zones, educational facilities, transportation access, etc.)	M	Yes	Standard	
<b>SITE ADMINISTRATION, MARKETING, SUPPORT</b>					
B3.1	DRED must have the ability to manage the sites and buildings database and authorized real estate brokers accounts.	M	Yes	Standard	
B3.2	Vendor must provide support to DRED in integrating the site selection website into ongoing DRED marketing initiatives. DRED seeks guidance on the best ways to advertise the website.	M	Yes	Standard	

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

B3.3	The look and feel of the website should be customizable enough to match DRED's brand and website	M	Yes	Standard	
B3.4	Vendor must provide mechanism for regular reporting to analyze website traffic/usage	M	Yes	Standard	
B3.5	Vendor must provide ongoing hosting and technical support services to DRED	M	Yes	Standard	
B3.6	Vendor must provide ability for DRED to generate reports using community data and detailed property data from the website in a format that can be easily shared via social media (LinkedIn, Facebook, Twitter)	O	Yes	Standard	
B3.7	Vendor solution must be mobile friendly so that it is compatible with all mobile operating systems (iOS, Android, and Windows, etc.)	M	Yes	Standard	

GENERAL SPECIFICATIONS					
A1.1	Any data collected via the website (such as people's names and email addresses) must be available to the State in an Open Data format as listed at <a href="http://www.nh.gov/doit/open-source/software-data.htm">www.nh.gov/doit/open-source/software-data.htm</a>	M	Yes	Standard	
A1.2	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0, CSS 2.1, XML 1.0 (fourth edition)	M	Yes	Standard	
A1.3	Must be compatible with Google Chrome, Firefox, Safari, and IE 9 and above	M	Yes	Standard	
APPLICATION SECURITY					
A2.1	Verify the <b>identity and authenticate</b> 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	Standard	
A2.2	Enforce unique user names.	M	Yes	Standard	
A2.3	Allow DRED to assign complex passwords to real estate brokers. A complex password must contain at least one: <ul style="list-style-type: none"> <li>• Uppercase character</li> <li>• Lowercase character</li> <li>• Number Password may contain non-alphabetic characters such as @, &amp;, %, !</li> </ul>	M	Yes	Standard	.
A2.4	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	.
A2.5	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A2.6	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A2.7	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	Yes	Standard	
A2.8	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

A2.9	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	
A2.10	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (30 days).	M	Yes	Standard	
A2.11	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.12	Do not use Software and System Services for anything other than their designed for use	M	Yes	Standard	
A2.13	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	
A2.14	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.15	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A2.16	Create change management documentation and procedures	M	Yes	Standard	

**TESTING**

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Response	Delivery Method	Comments
<b>APPLICATION SECURITY TESTING</b>					
T1.1	Testing of all standard applications must take place during UAT.	M	Yes	Standard	
T1.2	The Vendor shall be responsible for 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	Standard	
T1.3	Test for 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	M	Yes	Standard	
T1.4	Test for encryption; supports the transformation of data for security purposes	M	Yes	Standard	
T1.5	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.		Yes	Standard	
T1.6	Test the interface between vendor's solution and CATYLIST (upload of NH property data on New England Commercial Property Exchange) and insure database is accurate.	M	Yes	Standard	
<b>Standard</b>					

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

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.	M	Yes	Standard	
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Appendix G-2.	M	Yes	Standard	

**HOSTING-CLOUD REQUIREMENTS**

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>OPERATIONS</b>					
H1.1	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	Standard	We use Amazon Web Services
H1.2	State access will be via Internet Browser	M	Yes	Standard	
H1.3	At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 9, and 128-bit encryption.	M	Yes	Standard	
H1.4	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider. .	M	Yes	Standard	
H1.5	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Yes	Standard	Amazon Web Services
H1.6	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes	Standard	Amazon Web Services
H1.7	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	Amazon Web Services
H1.8	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	Amazon Web Services
H1.9	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return.	M	Yes	Standard	Amazon Web Services

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

H1.10	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes	Standard	Amazon Web Services
H1.11	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	Amazon Web Services
H1.12	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	Standard	Amazon Web Services
H1.13	Vendor must monitor the application and all servers.	M	Yes	Standard	Will use <a href="http://www.monitis.com/">http://www.monitis.com/</a> or equivalent to monitor your website every 60 seconds. The system will notify GIS Planning if there is any problem with the website.
H1.14	Vendor shall manage the databases and services on all servers located at the Vendor’s facility.	M	Yes	Standard	
H1.15	Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Yes	Standard	
H1.16	Vendor shall monitor System, security, database, and application logs.	M	Yes	Standard	
H1.17	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.18	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.19	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.20	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Yes	Standard	
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment I Requirements

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	Standard	
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
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	Standard	
H2.5	Scheduled backups of all servers must be completed regularly. At a minimum, servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Standard	
H2.6	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	
H2.7	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	Standard	
H2.8	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	Standard	
<b>NETWORK ARCHITECTURE</b>					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	
H3.2	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	
H3.3	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	
<b>HOSTING SECURITY</b>					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

H4.3	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	Standard	
H4.4	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	Standard	
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes	Standard	
H4.6	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	Standard	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes	Standard	
H4.8	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M	Yes	Standard	
H4.9	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA	M	Yes	Standard	
H4.10	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.	M	Yes	Standard	
H4.11	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes	Standard	
<b>SERVICE LEVEL AGREEMENT</b>					
H5.1	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	Standard	
H5.2	Repair/maintain 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	Standard	

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

H5.3	The Vendor response time for support shall conform to the specific deficiency class as described below: <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	M	Yes	Standard	
H5.4	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: <ul style="list-style-type: none"> <li>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, during regular business hours with email/ telephone response within two (2) hours of request.</li> <li>b. Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within 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;</li> </ul>	M	Yes		
H5.5	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	Standard	
H5.6	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	Standard	
H5.7	The Vendor will give prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	
H5.8	The Vendor shall guarantee 98% uptime, exclusive of the regularly scheduled maintenance window	M	Yes	Standard	
H5.9	If The Vendor is unable to meet the 98% 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	Standard	

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

H5.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H5.11	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	Standard	
H5.12	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 thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	
H5.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report as requested on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	
H5.14	The Vendor shall provide the State with a personal secure FTP site to be used for uploading and downloading files.	M	Yes	Standard	

**SUPPORT & MAINTENANCE REQUIREMENTS**

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	Maintain the system in accordance with the Service Level Agreement requirements described in Section H5 of this spreadsheet.	M	Yes	Standard	
S1.2	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	Standard	
S1.3	For all maintenance issues, 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;	M	Yes	Standard	
S1.4	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.	M	Yes	Standard	

JPM

State of New Hampshire Department of Resources and Economic Development

Contract 2016-022

Exhibit H – Attachment 1 Requirements

<b>PROJECT MANAGEMENT</b>					
<b>State Requirements</b>			<b>Vendor</b>		
<b>Req #</b>	<b>Requirement Description</b>	<b>Criticality</b>	<b>Vendor Response</b>	<b>Delivery Method</b>	<b>Comments</b>
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as needed.	M	Yes	Standard	
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project during Implementation, which may be conducted by phone.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in MS Word format.	M	Yes	Standard	

JPM

# 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 GIS Planning, Inc., a(n) California corporation, is authorized to transact business in New Hampshire and qualified on January 22, 2016. I further certify that all fees required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27<sup>th</sup> day of January, A.D. 2016



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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Juan Pablo Monzon, president of the  
(Corporation Representative Name) (Corporation Representative Title)  
GIS Planning Inc, do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting president of the  
(Corporation Representative Title)  
GIS Planning Inc, a California corporation (the  
"Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 22<sup>nd</sup> day of December, 2015, which meeting was duly held in accordance with California law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Software as a Service services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby ~~is~~ (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

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

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Juan Pablo Monzon President Name /CEO  
~~\_\_\_\_\_~~ Vice President Name  
Anatalio Ubalde Treasurer Name /CFO

IN WITNESS WHEREOF, I have hereunto set my hand as the  
president

of the Corporation and have affixed its corporate seal this 1st day of february, 2016.

[Signature]  
(Title)  
president

(Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_ day of \_\_\_, 20\_\_\_, before me, \_\_\_\_\_, the undersigned officer,

personally appeared \_\_\_\_\_, who acknowledge her/himself to be the

\_\_\_\_\_, of \_\_\_\_\_, a corporation, and that

she/he, as (Title) (Name of Corporation)

such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

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

[Signature]  
Notary Public/Justice of the Peace

My Commission expires: 07/29/16

\* PLEASE SEE  
ATTACHED CA ACK.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of SAN FRANCISCO )

On 1st FEB. 2016 before me, JAY G. PATEL, NOTARY PUBLIC,

Date

Here Insert Name and Title of the Officer

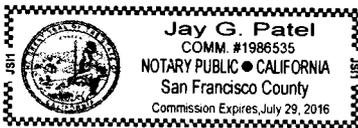
personally appeared JUAN PABLO MARZON

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CERTIFICATE OF VOTE Document Date: 02/01/16

Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: JUAN PABLO MARZON

Corporate Officer — Title(s): PRESIDENT

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

