



The State of New Hampshire  
**Department of Environmental Services**

NOV 02 15 PM 1:35 DAG



Thomas S. Burack, Commissioner

October 6, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to **retroactively** amend a contract (2014-012) with Applied Geographics, Inc. (the Contractor) (VC #162001), Boston, Massachusetts by extending the completion date to December 31, 2015 from September 30, 2015 in order to complete the development of the NH Environmental Indicators Dashboard Design and Content. No additional funding is involved in this time extension. The contract was originally approved by Governor and Council on August 15, 2014 as Item #68. 100% Federal Funds

EXPLANATION

This amendment is being requested in order to provide the Contractor additional time in which to complete the agreed upon scope of services. The Contractor needs additional time in order to complete the web-based design specifications and content for sixteen environmental indicators. Although drafts of the design and content have been completed, additional time is needed to address content managers' comments and to finalize all documentation. It only became apparent, after meeting with content managers over the summer, that an extension would be needed. This retroactive no-cost time extension will ensure that DES has access to the Contractor's services during the DES development and implementation phase, which will begin once all documentation has been received.

This project is funded by an EPA grant titled "Exchange Network-NHDES-NH Environmental Dashboard." To date, \$32,500 of the \$88,500 contract has been spent.

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

**State of New Hampshire**  
**Department of Environmental Services**  
**NH Environmental Indicators Dashboard Design and Content Development**  
**Contract 2014-012**  
**Amendment No. 1**

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State") and Applied Geographics, Inc. (the "Contractor").

**WHEREAS**, pursuant to an Agreement approved by the Governor and Council on **August 5, 2014** (the "Agreement") the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

**WHEREAS**, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

**WHEREAS**, the State and the Contractor have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

a. The **Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from September 30, 2015 to December 31, 2015.**

b. Exhibit B, Price and Payment Schedule, 4.1 Firm Fixed Price:

**Delete:** This is a Firm Fixed Price (FFP) Contract totaling \$88,500 for the period between the Effective Date through 9/30/2015.

**Replace with:** This is a Firm Fixed Price (FFP) Contract totaling \$88,500 for the period between the Effective Date through 12/31/2015.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties

thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

APPLIED GEOGRAPHICS, INC.

By: *Richard Grady*  
Richard Grady, President

STATE OF MASSACHUSETTS  
COUNTY OF *Suffolk*

On this the *15th* day of *September* 2015, before the undersigned officer, personally appeared *Richard Grady* who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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

*Michael J King*  
Notary Public/Justice of the Peace  
My Commission Expires: *4-21-17*

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES

By: *Thomas S. Burack*  
Thomas S. Burack, Commissioner

**Approval by OFFICE OF THE ATTORNEY GENERAL:**

Date: *10/14/15* By: *[Signature]*

**Approval by GOVERNOR AND EXECUTIVE COUNCIL:**

Date: \_\_\_\_\_ By: \_\_\_\_\_



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

September 28, 2015

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

Dear Commissioner Burack:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment contract with Applied Geographics, Inc. of Boston, MA to extend the contract end date to December 31, 2015 from September 30, 2015, as described below and referenced as DoIT 2014-012.

The purpose of this amendment is to allow the Department to have access to the contractor's service during the DES development and implementation phase, which will begin once all documentation has been received. By granting the extension, the contractor will be able to address staff comments to draft designs and content, and is effective upon Governor and Executive Council approval through December 31, 2015.

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

Sincerely,

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

Denis Goulet

DG/mh  
DoIT 2014-012

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

CERTIFICATE OF AUTHORITY/VOTE  
(Corporation with Notary Seal)

I, Peter H. Girard, do hereby certify that:  
(Name of Clerk of the Corporation, can not be the one who signed the contract)

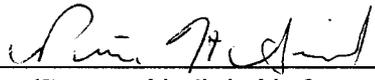
1. I am a duly elected Clerk of Applied Geographics, Inc.  
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 15, 2015.  
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Environmental Services, for the provision of geospatial info systems consulting services.

RESOLVED: That the President  
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

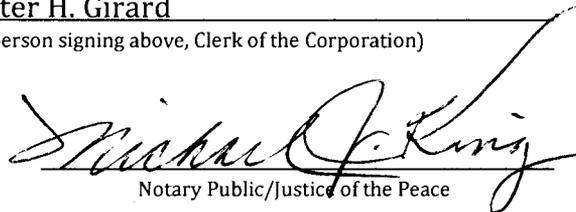
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of September 15, 2015.  
(Date Contract Signed)
4. Richard Grady (is/are) the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Corporation.

  
\_\_\_\_\_  
(Signature of the Clerk of the Corporation)

STATE OF Massachusetts  
County of Suffolk

The foregoing instrument was acknowledged before me this 15th day of September, 20 15, by Peter H. Girard  
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

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

Commission Expires: 4-31-2017

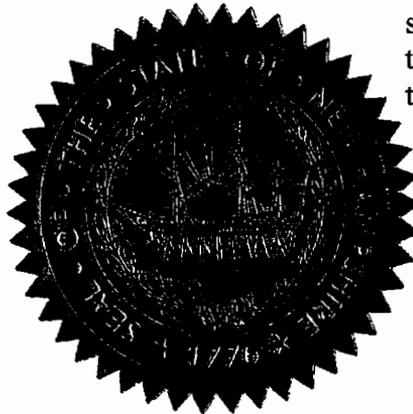
Rec'd 10/26/15

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 APPLIED GEOGRAPHICS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on July 19, 1996. I further certify that all fees and annual reports 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 22<sup>nd</sup> day of October, A.D. 2015



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

William M. Gardner  
Secretary of State





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2015

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

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

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME:	
	PHONE (A/C, No., Ext): 781-245-5400	FAX (A/C, No): 781-245-5463
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance Company		37885
INSURED Applied Geographics, Inc. 24 School Street, Suite 500 Boston, MA 02108	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch. / Eng. Professional Liab.			DPR9720458	12/08/2014	12/08/2015	Per Claim 2,000,000 Aggregate 2,000,000

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

For Professional Liability coverage the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses.

## CERTIFICATE HOLDER

## CANCELLATION

<b>NEWHA26</b>  New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kristen Johnson</i>
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**Attachment**

**Original Approved (8/5/2014) Contract Between  
Applied Geographics, Inc. and the NH Department of Environmental Services**



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

July 1, 2014

APPROVED G & C

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

DATE 8/5/14  
 ITEM # 68

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Applied Geographics, Inc. (VC #162001), Boston, Massachusetts in the amount of \$88,500.00 for website design and content development of an environmental indicators dashboard, effective upon Governor and Council approval through September 30, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2015</u>
03-44-44-442010-5038-102-500731	\$88,500.00

Dept. of Environmental Services, Department Initiatives, Contracts for Program Services

EXPLANATION

In June, 2012 DES was awarded an EPA Grant entitled "Exchange Network-NHDES-NH Environmental Dashboard." As part of the grant deliverables, DES will develop a web-based application to display environmental conditions and trends in a user-friendly, interactive format. Currently, there are sixteen indicators posted as static PDF files on DES's website. Through this agreement, the contractor will take the existing sixteen indicators, design the application and develop the content. A DES-embedded Department of Information Technology (DoIT) developer will then build the Dashboard application from this design and will publish and maintain the interactive indicator content on the DES website.

In January, 2014 DES solicited proposals through RFP 2014-012 which was posted January 6, 2014 on the Department of Administrative Services bids and proposals webpage. Two proposals were received by the February 18 deadline.

- Applied Geographics, Inc., Boston, MA
- Iknow LLC, Princeton, NJ

A team of DES and DoIT staff evaluated and scored the proposals. Although the total costs of the two proposals were similar DES selected Applied Geographics (AppGeo) as the vendor that scored the highest. AppGeo's proposal was deemed the most likely to result in a successful project as they have the required technical and project management experience and they demonstrated a clear understanding of the desired outcome having completed projects of a similar nature. The review team and scores are detailed in Attachment A.

Total costs for this contract are budgeted at \$88,500. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

The contract has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner



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

Peter C. Hastings  
Commissioner

June 23, 2014

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

Dear Commissioner Burack:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Applied Geographics, Inc. of Boston, MA as a result of RFP 2014-012 NH Environmental Indicators Dashboard as described below and referenced as DoIT 2014-012.

Applied Geographics will develop a web-based application that will display environmental conditions and trends in a user-friendly interactive format. They will create a design specification for the Dashboard, and to refine the content for each indicator. Using the design specification and content, a DES-embedded DoIT developer will create the Dashboard application and publish and maintain the interactive indicator content on the DES website. The contract amount is \$88,500 and it shall commence upon Governor and Executive Council approval and extend through September 30, 2015.

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

Sincerely,

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

Peter C. Hastings

PCH/ltn  
DoIT 2014-012

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
CONTRACT 2014-012  
AGREEMENT- PART 1**

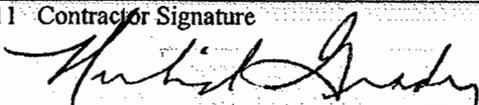
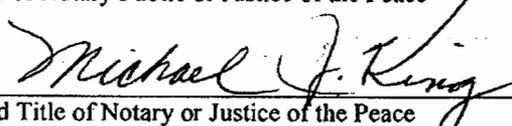
Subject: NH ENVIRONMENTAL INDICATORS DASHBOARD DESIGN AND CONTENT DEVELOPMENT

**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 Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH, 03301	
1.3 Contractor Name Applied Geographics, Inc.		1.4 Contractor Address 24 School Street, Suite 500, Boston, MA 02108	
1.5 Contractor Phone Number 617-447-2400	1.6 Account Number 03-044-4400-5038-102-500731	1.7 Completion Date September 30, 2015	1.8 Price Limitation \$88,500
1.9 Contracting Officer for State Agency Thomas S. Burack, Commissioner		1.10 State Agency Telephone Number 603-271-2958	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard Grady, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Suffolk</u> On <u>6/2/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By:  On: <u>7-17-14</u>			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES:**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:**

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

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

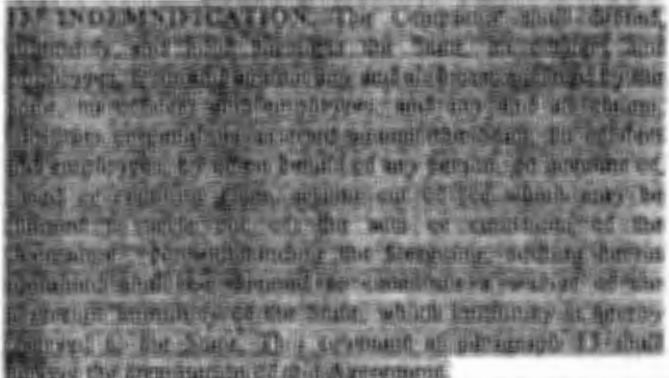
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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



**13. INSURANCE:**

13.1 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:

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

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

13.2 The policies described in subparagraph 13.1 hereof 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.

13.3 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

Contractor Initials   *AK*    
Date   6/2/14

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

**15. WORKERS' COMPENSATION:**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS:**  
This Agreement shall be construed to give effect to the intent and purpose of the parties hereto and shall not be construed to confer any such benefits.

**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 benefits.

**21. HEADINGS:** The headings herein are for reference only and shall not be construed to limit or expand the scope of the Agreement.

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

**23. ENTIRE AGREEMENT:** This Agreement, together with the attached EXHIBIT C, constitutes the entire agreement between the parties hereto and shall supersede all other agreements, understandings, negotiations, and communications, written or oral, between the parties hereto.

**24. ASSIGNMENT:** The Contractor shall not assign, subcontract, or otherwise transfer its obligations under this Agreement without the prior written approval of the State.

*KA*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
NH ENVIRONMENTAL INDICATORS DASHBOARD  
CONTRACT 2014-012-PART 3  
**EXHIBIT A**  
SCOPE OF SERVICES

**1. ACTIVITIES, DELIVERABLES, MILESTONES**

Applied Geographics, Inc. (AppGeo) will assist the New Hampshire Department of Environmental Services (NHDES) in publishing a fully functional Environmental Dashboard to be displayed on the NHDES website. AppGeo will Design a Dashboard application, develop indicator content and create an implementation plan that NHDES can use to build and deploy the Dashboard application.

AppGeo shall provide the State with a dashboard product which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the approved Work Plan.

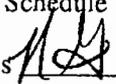
AppGeo shall provide the State with a detailed written work plan for approval. Any changes to the final work plan shall also be provided to the State for approval.

The Deliverables are set forth in the implementation 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 whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

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

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	<b>On-site project kick-off meeting and final project work plan:</b> After the project kick-off meeting, AppGeo will submit a written project work plan to include schedule, tasks, deliverables and payment schedule for comment. NHDES shall respond with comments after which the contractor shall submit a final project work plan.	Written and Non-software	Project kick-off meeting within 2 weeks after project approval. Final project work plan within 4 weeks following project kick-off meeting
2	<b>Conduct requirements analysis and produce requirements analysis report.</b> Through various communications and meetings to include written, in-person and verbal contact, the contractor shall meet with NHDES staff and review pertinent documentation to identify the necessary components to be included in the Dashboard application.	Written and Non-software	Within 14 weeks of project approval

2014-012 Exhibit B-  
Price and Payment Schedule  
Initial All Pages:  
Contractor's Initials 

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CONTRACT 2014-012-PART 3**

**EXHIBIT A  
SCOPE OF SERVICES**

3	Develop and present a minimum of two mock-ups or wire frames of the Dashboard. Requirements shall be included identifying technical specifications, data models, data work flow, data standards and indicator content.	Written and Non-software	Within 18 weeks of project approval
4	Create the selected Dashboard design specification.	Written	Within 22 weeks of project approval
5	Create sixteen indicator (content) design specifications.	Written	Within 30 weeks of project approval
6	Develop an implementation plan to build the Dashboard.	Written	Within 34 weeks of project approval
7	Populated indicator database with data provided by NHDES staff. Deliver all indicator files/content/and documentation as part of a final on-site meeting.	Written/Non-Software	Within 40 weeks of project approval
8	Project Status Reports including Final Project Report	Non-Software	Monthly throughout the project period
9	Warranty	Written/Non-software	30 days after delivery of all indicator files, content and documentation

**3. SOFTWARE LICENSES**

N/A

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**EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**4. DELIVERABLE PAYMENT SCHEDULE**

**4.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$88,500 for the period between the Effective Date through 9/30/2014. AppGeo shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow AppGeo to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	<b>On-site project kick-off meeting and final project work plan:</b> Based on results of the project kick-off meeting, AppGeo will submit a project work plan to include schedule, tasks, deliverables and payment schedule for comment. NHDES shall respond with comments after which the contractor shall submit a final project work plan.	Written and Non-software	Project kick-off meeting within 2 weeks after project approval. Final project work plan within 4 weeks following project kick-off meeting	\$7,500
2	<b>Conduct requirements analysis and produce requirements analysis report.</b> Through various communications and meetings to include written, in-person and verbal contact, the contractor shall meet with NHDES staff and review pertinent documentation to identify the necessary components to be included in the Dashboard application.	Written and Non-software	Within 14 weeks of project approval	\$25,000
3	Develop and present a minimum of two mock-ups or wire frames of the Dashboard	Written	Within 18 weeks of project approval	\$5,000
4	Create the selected Dashboard design specification	Written	Within 22 weeks of project approval	\$10,000
5	Create design specifications and content for sixteen selected indicators	Written	Within 30 weeks of project approval	\$10,000

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Price and Payment Schedule  
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**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

6	Develop and present implementation plan to build the Dashboard	Written	Within 34 weeks of project approval	\$10,000
7	Deliver all indicator files/content/documentation as part of a final on-site meeting	Written/ Non-Software	Within 40 weeks of project approval	\$10,500
8	Project Status Reports and Final Project Report	Non-Software	Monthly throughout the project period	\$1,650
9	NHDES letter of Final System Acceptance	Written/ Non-software	30 days after delivery of all indicator files, content and documentation	\$8,850
			Total	\$88,500

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Price and Payment Schedule  
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**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

Table 2- AppGeo Rates Pricing Worksheet (Hourly Rates)						
Title	Name	Design	Implementation	Project Close-out	Hourly Rate	Hours X Rate
Project Manager	Hickey	72 Hrs.	36 Hrs.	20 Hrs.	\$165	\$21,120
Web Designer	Orman	68 Hrs.	16 Hrs.	7.73 Hrs.	\$173	\$15,869
Requirements and Design	Buck	72 Hrs.	8 Hrs.	0	\$150	\$12,000
Data Content	Breeding	84 Hrs.	100 Hrs.	8 Hrs.	\$115	\$22,080
Wireframe, Implementation Plan	Smyrnov	36 Hrs.	20 Hrs.	8 Hrs.	\$135	\$8,640
Wireframe, Implementation Plan	Allensworth	24 Hrs.	11.82 Hrs.	0	\$127	\$4,549
Principal, Oversight	Grady	2 Hrs.	2 Hrs.	2.37 Hrs.	\$195	\$1,242
<b>TOTALS</b>		<b>358 Hrs</b>	<b>193.82 Hrs</b>	<b>46.1 Hrs</b>		<b>\$85,500</b>

**5. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$88,500. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to AppGeo for all fees and expenses, of whatever nature, incurred by AppGeo in the performance hereof.

Except as included the price and payment schedule in Table 1, 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.

**6. FUTURE PRICING**

Pricing for future work beyond the contract deliverables in Exhibit A shall be in accordance with Table 2 - AppGeo Rates Pricing Worksheet in Exhibit B, or for a negotiated to be determined firm fixed price.

**7. INVOICING**

AppGeo 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. AppGeo shall only submit invoices for Services or Deliverables as permitted by the Contract and outlined in Exhibit B, Table 1 and shall 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. Partial payments of deliverables shall not be allowed without prior approval by the State.

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Price and Payment Schedule  
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**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

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 approval. Invoices will not be backdated and shall be promptly dispatched.

**Invoices shall be sent to:**  
Wendy Waskin  
NH Department of Environmental Services  
P.O. Box 95  
Concord, NH 03302-0095  
wendy.waskin@des.nh.gov

**8. PAYMENT ADDRESS**

**All payments shall be sent to the following address:**  
Richard Grady  
AppGeo  
24 School Street, Suite 500  
Boston, MA 02108

**9. OVERPAYMENTS TO APPGEO**

AppGeo 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.

**10. CREDITS**

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

**11. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for the total project as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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**EXHIBIT C**  
SPECIAL PROVISIONS

VI) **Procurement.** When purchasing goods or services with grant or match funds, the Contractor shall comply with procurement regulations as detailed in 40 CFR 31.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VII) **Participation by Disadvantaged Business Enterprises.** The Contractor shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

VIII) **New Restrictions on Lobbying: Interim Final Rule.** The Contractor shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

IX) **Drug-Free Workplace.** The Contractor shall comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

X) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

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**EXHIBIT C**  
SPECIAL PROVISIONS

**1. SPECIAL PROVISIONS**

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Environmental Information Exchange Network Grant OS-83524601 under CFDA # 66.608. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted by reference and in full force and effect to the relationship between this Department and the contractor. Additionally, the Contractor shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data Information as required under the FFATA.

The Contractor's DUNS number is: 85-8994213

In addition to the General Provisions in Part I of this contract, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Contractor shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) ***Financial Management.*** The Contractor shall comply with 40 CFR 31.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR part 31.22; and OMB Circular A-87.

IV) ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

V) ***Debarment and Suspension.*** The Contractor shall comply with 40 CFR part 31.35. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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**EXHIBIT C**

**SPECIAL PROVISIONS**

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

1.2 Part I General Provisions Paragraph 4 is modified by adding the following sentence:

"The State will notify the Contractor within five (5) business days should funds appropriated for this project become no longer available."

1.3 Part I General Provisions Paragraph 7 is modified by adding the following:

"7.4 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 State shall not hire any person who is an employee of the Contractor who is materially involved in the procurement, administration or performance of this Agreement."

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**EXHIBIT D  
WORK PLAN**

**I. GENERAL**

AppGeo's Project Manager and the State Project manager shall finalize the Work Plan within four (4) weeks of the Contract Effective Date and further refine the tasks required to implement 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 AppGeo team members), refine the Project's scope, and establish the Project's Schedule.

The elements of the preliminary Work Plan are documented in AppGeo's Response to RFP 2014-012, Section IV, Topic 6 and summarized in the table below.

Phase	Task	Activities	Deliverable
1	Project Initiation	<ul style="list-style-type: none"> <li>Planning meeting with Project Manager</li> <li>Exchange of documentation</li> <li>Online Kick-off Meeting</li> </ul>	Project Plan
	Requirements Analysis	<ul style="list-style-type: none"> <li>Review sample data, incidents, reports, compliance website</li> <li>Review IT standards documentation</li> <li>Meet with data providers and stakeholders to review data, define indicator content, and discuss work flows, data processing and other requirements</li> <li>Meet with GEN/IT staff to discuss IT environment, application development and implementation requirements</li> <li>Design and distribute online survey focused on users of the site</li> <li>Analyze survey results</li> <li>Analyze requirements for web site content, look and feel, functions and features, extensibility, configurability, technical, and integration</li> <li>Finalize Requirements Analysis</li> </ul>	Requirements Analysis document

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**EXHIBIT D**  
**WORK PLAN**

3	Specification	<ul style="list-style-type: none"> <li>• Define website organization, develop dashboard wireframe diagrams, define page flows and functional behaviors</li> <li>• Technical specification - software, custom programming, tools, standards, etc.</li> <li>• Specify data models, data work flow (ETL, etc.), data standards, and documentation to support the Dashboard</li> <li>• Specify indicator content presentation through the Dashboard</li> </ul>	Specification Documents: <ul style="list-style-type: none"> <li>• Site Design</li> <li>• Technical Specification</li> <li>• Indicator Content</li> </ul>
4	Implementation Plan	<ul style="list-style-type: none"> <li>• Meet with application developer</li> <li>• Prepare implementation plan for Dashboard build</li> </ul>	Implementation Plan document
5	Indicator Files	<ul style="list-style-type: none"> <li>• Populate indicator database with initial data provided by sources</li> <li>• Document and save ETL scripts and methods for reuse</li> </ul>	Indicator database, and ETL routines
6	Project Design Close-out	<ul style="list-style-type: none"> <li>• Meet with Project Manager to confirm project completion</li> <li>• Review Implementation Plan</li> <li>• Create Statement of Work to define AppGeo implementation support</li> </ul>	<ul style="list-style-type: none"> <li>• Final versions of documents and data</li> <li>• Statement of Work for Implementation</li> </ul>

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CONTRACT 2014-012- PART 3  
EXHIBIT D  
WORK PLAN**

Continued development and management of the Work Plan is a joint effort on the part of AppGeo and State Project Manager.

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

**B. Logistics**

- The AppGeo Team may perform this Project at State facilities at no cost to AppGeo. App Geo's Team may perform the work at a facility other than that furnished by the State, when practical, at their own expense.
- The App Geo Team shall honor all holidays observed by AppGeo or the State, although with permission, may choose to work on holidays and weekends.
- The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project including the storage and retrieval of Project documents, work products and other material and information relevant to the success of the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks and continued through the warranty period.

**2. ROLES AND RESPONSIBILITIES**

**A. AppGeo Team Roles and Responsibilities**

**1) Project Manager**

The AppGeo 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 AppGeo Implementation Team. The AppGeo 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;
- Coordinate the creation of the Work Plan;

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**EXHIBIT D**  
**WORK PLAN**

- Track and report progress of the project at a minimum monthly and update the work plan as appropriate;
- Assign and oversee AppGeo Team consultants to tasks in the Implementation of the Project ;
- Define roles and responsibilities of all AppGeo 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 requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise; and
- Provide the State Project Manager completed Project Deliverables and payment requests for approval.

**2) Contract Manager**

The AppGeo Contract Manager shall be responsible for general Contract oversight, technical leadership and quality assurance.

**3) Senior GIS Consultant**

The AppGeo Senior GIS Consultant shall be responsible for:

- Requirements analysis;
- Design specifications; and
- Database design.

**4) GIS Analyst**

The AppGeo GIS Analyst shall be responsible for:

- Requirements analysis;
- Database design; and
- Data loading.

**5) Programmer**

The AppGeo Programmer shall be responsible for:

- Wireframe;
- Technical specification; and
- Implementation planning.

**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.

- **State Project Sponsor**

2014-012 Exhibit D – Work Plan

Initial All Pages:

Contractor's Initials



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**EXHIBIT D  
WORK PLAN**

The State Project Sponsor is responsible for:

- Securing financing and resources, and
- Addressing issues brought by the State Project Manager.

- **State Project Manager**

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

- Leading the project;
- Commenting on and approving the final detailed Work Plan;
- Coordination interactions between AppGeo and State Project Team, experts and resources;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the AppGeo Project Manager of any urgent issues if and when they arise; and
- Assist the AppGeo team in obtaining requested information if and when required to perform certain Project tasks.
- Authorize acceptance of deliverables.

- **State Consulting Developer**

The State Consulting Developer is responsible for performing technical review of the whole and partials of the proposed solution, including the design, design plan and implementation plan. Assist in validating and documenting user requirements, as needed. The State Consulting Developer responsibilities include:

- Manage the day-today activities of the State's technical resources assigned to the Project;
- Building the Dashboard in accordance with the Implementation Plan;
- Coordinate development of system, integration, performance and Acceptance Testing;
- Identify Deficiencies requiring resolution and tracking solutions;
- Attend Project meetings when requested;

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**EXHIBIT E**  
**ADMINISTRATIVE SERVICES**

**1. MEETINGS AND REPORTS**

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

AppGeo's 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 AppGeo Key Project Staff and State Project leaders from both Department of Environmental Services 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 AppGeo Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

**c. Status Meetings:** Participants will include, at the minimum, AppGeo's Project Manager and the State Project Manager. These meetings will be conducted at least monthly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status report based upon the Work Plan from AppGeo shall serve as the basis for discussion. The State expects AppGeo to prepare agendas, background information and minutes of all meetings. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be AppGeo's responsibility.

**d. Special Meetings:** The need may arise for special meetings with State leaders or Project stakeholders to address specific issues.

**e. Final On-Site Meeting:** Participants will include AppGeo's Project Manager or AppGeo's Key Project Staff and Project representatives from the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

**f. Status Reports:** AppGeo's Project Manager or AppGeo's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State and shall include the following information:

1. Accomplishments during time period being reported;
2. Planned activities for the upcoming reporting period and beyond;
3. Any issues and concerns requiring resolution.
4. Report and remedies in case of falling behind Schedule

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

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

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

2014-012 Exhibit E Administrative Services

Initial All Pages:

Contractor's Initials



Exhibit E

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**EXHIBIT E**

**ADMINISTRATIVE SERVICES**

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

AppGeo 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*.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. AppGeo 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 AppGeo's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4. ACCOUNTING REQUIREMENTS**

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

**5. WORK HOURS**

AppGeo's 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.

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**EXHIBIT F**  
IMPLEMENTATION SERVICES

**1. IMPLEMENTATION STRATEGY**

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

**1.1 Key Components**

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

**1.2 Timeline**

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

**1.2.1 Implementation**

AppGeo's Project management tracking software and processes will be used for managing the Project, including MS Project and DeltekVision and establishment of a project Website.



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**EXHIBIT F**  
**IMPLEMENTATION SERVICES**

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

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

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.



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EXHIBIT F-1  
SECURITY AND INFRASTRUCTURE**

**1. SECURITY**

AppGeo 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 Attachment to Appendix C-2 of the Request for Proposal. AppGeo shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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**EXHIBIT G**  
**TESTING SERVICES**

**1. TESTING AND ACCEPTANCE**

AppGeo shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project including support, at no additional cost during the life of this Contract.

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

In addition, AppGeo shall provide a mechanism for the state to report any problems during the testing and implementation period.

User Acceptance Testing (UAT) begins upon delivery of the indicator files, content design, documentation, and implementation plan for the Dashboard build. The State will review all files, content, documentation and the implementation plan and have an opportunity to ask questions and seek clarification from the contractor to ensure that the state consulting developer has all the information and tools necessary to implement the build-out of the Environmental Indicators Dashboard. Testing ends with the State's Letter of Final System Acceptance.

**1.1 System Acceptance**

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

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**EXHIBIT H  
PRIORITY RESPONSES**

Contractor Responses to Appendix C, Attachment C2 in the RFP.

**Table C-2 General System Requirements - Vendor Response Checklist**

GENERAL REQUIREMENTS					
State Requirements			Vendor		
Req. #	Requirement Description	Priority	Response	Priority	Comments
<i>General Requirements</i>					
B1.1	Experience with environmental data, federal and state, and EPA's exchange network is desirable	O	Yes	Standard	
B1.2	All necessary business communications shall be conducted Monday through Friday, between 8:00 am and 3:00 pm EST, Monday through Friday, on days when NHDES offices are open. The vendor will not require NHDES to be available for business communications initiated by the vendor for times outside this specification, unless the request is initiated by NHDES.	M	Yes	Standard	
B1.3	Participate in an on-site kick off meeting and an on-site presentation delivery for the final product.	M	Yes	Standard	
B1.4	This project is subject to Section 12 of Administrative Conditions to EPA Grant OS-83524601. All work be done in the United States.	M	Yes	Standard	
B1.5	All documentation provided by the vendor must be submitted in a format that is readable using Windows XP and Office 2003 as NHDES may not complete its upgrade to Windows 2010 Office 2010 at time of award.	M	Yes	Standard	
B1.6	Vendor will submit any requests for acceptance of a deliverable in writing and NHDES will provide any acceptances also in writing.	M	Yes	Standard	
B1.7	All invoices for deliverables will be accompanied by a copy of the acceptance document as described in B1.6.	M	Yes	Standard	
B1.8	The design specification will be complete and sufficient for NHDES qualified developer to build the dashboard utilizing the information provided in the specification deliverable, including but not limited to architectural, interface and procedural components.	M	Yes	Standard	
B1.9	Remote access to NHDES network during project is accomplished via securing a VPN for vendors.	M	Yes	Standard	
B1.10	The vendor will coordinate with the NHDES project manager to schedule any meetings or interactions with NHDES staff. The work plan and project plan will provide to the NHDES project manager information that allows her to schedule resources required by NHDES. During the status meetings the vendor will provide the NHDES project manager with updates on need for any NHDES resources, in order to allow the project manager adequate time to schedule resources for any project task.	M	Yes	Standard	

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APPLICATION REQUIREMENTS					
<i>Environmental Requirements</i>					
A1.1	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes	Standard	The design will be cognizant of these requirements.
A1.2	Web-based compatible and in conformance with the following W3C Standards:	M	Yes	Standard	
A1.3	XHTML 1.0	M	Yes	Standard	
A1.4	CSS 2.1	M	Yes	Standard	
A1.5	XML 1.0 (fourth edition)	M	Yes	Standard	
A1.6	NHDES development environment is VB .NET, Visual Studio 2010	M	Yes	Standard	
A1.7	NHDES Server environment Windows 2003 or 2008, Web servers IIS 6	M	Yes	Standard	
A1.8	NHDES PCs standards are Windows 7, MS Office 2010	M	Yes	Standard	
A1.9	NHDES Database environment Oracle 10g	M	Yes	Standard	
A1.10	NHDES utilizes Harvest v 12.5 for code storage	M	Yes	Standard	
A1.11	Printable outputs will be created in .pdf format	M	Yes	Standard	
A1.12	Dashboard must not conflict with State development guidelines.	M	Yes	Standard	
A1.13	Components of the solution must not require additional hardware to operate beyond the hardware the state currently has in place.	M	Yes	Standard	
<i>Application Security</i>					
A2.1	DOIT policies and procedures for Security in Attachment D1-5 will apply.	M	Yes	Standard	The design will be cognizant of these requirements.
A2.2	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	
A2.3	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
<i>Functional Requirements</i>					
A3.1	Dashboard will have space reserved for a video to be placed and changed from time to time	M			
A3.2	Dashboard will have containers in the web page for Indicator content	M			
A3.3	Dashboard will have look and feel that is visually crisp, clean and pleasing, and easy for public users to navigate.	M			

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A3.4	Dashboard will incorporate the key elements present in the examples provided in the Attachments	M
A3.5	Dashboard will have a response time of no more than three seconds from time of user input to returned content.	M
A3.6	The Dashboard will be designed to work in all major browsers	M
A3.7	The Dashboard design will include ability for administrator to add or remove indicator content to the page	M
A3.8	Indicators for which a map is displayed will offer the user functionality to move in, out and drill down on a map to discover more detail	M
A3.9	Dashboard will allow print or save as .PDF functionality for all indicators.	M
A3.10	A "share" feature will be available	M
A3.11	On screen user interface "helps" options to be provided by the vendor	M
A3.12	Users will see all indicators and indicator categories on main page, select one indicator, then select filters if any, then see indicator.	M
A3.13	Users will drill down to see metadata, follow links away, go back and reselect.	M
A3.14	Normal browser functionality such as the back button will be used in the Dashboard	M
A3.15	Data for dashboard indicators will be housed in staging areas to avoid connecting to production.	M
A3.16	When pages are printed from the dashboard, the printout will have identifying style and source information in the print version.	M
A3.17	For selected indicators, design specification should include stubs to mapped view, even if not the 'show on map' feature is not developed during this project.	M
A3.18	A search feature must be present to allow users to search based on a text input	M
A3.19	Export to excel feature is desirable for each indicator	O
A3.20	Selected indicators should open in new windows or tabs when activated	O
A3.21	The vendor will extract design, function, and features for the Dashboard specification by examining the examples provided in the attachments, from the vendor's experience with building similar web applications, and from requirements discovery sessions with NHDES staff.	M
A3.22	NHDES desires visibility for the Dashboard to the public. Assume Search engine optimization as a vehicle for this. Vendors will propose no cost methods to get high ranked search engine results.	M

YES, The functional requirements listed here will be reviewed and evaluated during the design specification of the dashboard. The consultative design process itself will make the final determination as to which elements are included, how they are specified, and whether they are standard or future options for the initial build of the dashboard. The State will actively participate in the requirements development/assessment as well as other stakeholders as described in the proposal, and it will review all design documentation and specification and confirm /approve the final design.

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**EXHIBIT H**  
**PRIORITY RESPONSES**

TESTING					
State Requirement			Vendor		
Item #	Requirement Description	Priority	Vendor Commitment	Delivery Method	Comments
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M			N/A, no software is being developed by the consultant for this project.
T1.2	The Vendor shall be responsible for testing, as appropriate and in coordination with NHDES consulting developer. Tests shall focus on the technical, administrative and physical security controls that have been designed into the architecture in order to provide the necessary confidentiality, integrity and availability.	M			
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	O			
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	O			
T1.5	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M			
T1.6	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	O			
T1.7	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M			
T1.8	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	O			
T1.9	Test Input Validation to prevent misuse or non-desired result.	M			
T1.10	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M			
T1.11	The vendor will use an industry standard and /or State approved testing methodology.	M			
T1.12	All testing results must be shared with the State.	M			
T1.13	The Vendor must provide technical support to NHDES to perform application stress testing and tuning.	M			
T1.14	Vendor will support NHDES consulting developer in testing the solution and will coordinate with NHDES to ensure that all components and elements of the system function according to the requirements, specifications, constraints, processes outlined in this RFP and its attachments. This requirement applies to unit, integration, acceptance, installation, security, and performance tuning activities.	M			Support for testing can be provided but is outside the scope of this design proposal and will be negotiated as a follow on support activity for the State Consulting Developer.
T1.15	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.	M			N/A, no software is being developed by the consultant for this project.
T1.16	Upon successful user acceptance, the State will issue a letter of acceptance and the respective Warranty Period shall commence as described in Section H-25.10.1: Warranty Period.	M			

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**EXHIBIT H  
PRIORITY RESPONSES**

State Requirements		Vendor	
Item	Description	Priority	Comments
<b>TECHNICAL SUPPORT REQUIREMENTS</b>			
S1.1	The Vendor's support shall commence upon the Effective Date and extend through the end of the Warranty period.	M	YES, Support and maintenance shall be determined at the end of the design project and the terms set to address all of the issues in this table to the satisfaction of both parties.
	Vendor will offer pricing for technical support services commencing at the end of the warranty period through the end of the contract period.	O	
S1.2	The vendor will support NHDES consulting developer during the building, testing and roll-out of the solution, and maintain the solution in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	
S1.3	Aid and assist NHDES in accordance with the Specifications, terms, and requirements of the Contract.	M	
S1.4	The Vendor response time for support shall conform to the specific deficiency class as described in Section	M	
S1.5	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning solution.	M	
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.	M	
S1.7	The Vendor shall maintain a record of the activities related to support performed for the State;	M	
S1.9	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	
<b>WARRANTY SERVICES</b>			
S2.1	Repair or replace the solution software or any portion thereof so that the system operates in accordance with the specifications, terms and requirements of the contract;	M	Warranty services will be defined in the context of follow on work for the State to assist the Consulting Developer and are not applicable to the design phase that constitutes this project. The exact nature of warranty obligations for a technical support role to the State Consulting Developer shall be reviewed and agreed to between AppGeo and the State. Our expectation is that the issues, division of responsibility, and therefore warranty obligations will only become clear upon acceptance of the final design of the dashboard application at the conclusion of this project.
S2.2	On-site additional services within four (4) business hours of a request	M	
S2.3	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) Issue identified by.	M	
S2.4	The vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or deficiencies by diagnosis of the root cause of the problem.	M	
S2.5	All deficiencies found during the warranty period and all deficiencies found with the warranty releases shall be corrected by the vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	

2014-012 Exhibit I-Priority Responses  
Initial All Pages:  
Contractor's Initials MSA

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**EXHIBIT H  
PRIORITY RESPONSES**

PROJECT MANAGEMENT					
	State Requirements				
	Vendor's Description	M	Y	S	
<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 no less than <i>every two weeks</i> .	M	Yes	Standard	This is typically done post Kick-off meeting, and therefore contingent on the date of that meeting.
P1.4	Vendor shall provide detailed <i>bi-weekly</i> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	See example of status report attached.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation available to the state in MS Office format or .pdf.	M	Yes	Standard	
P1.6	Status Meetings: Participants will address overall Project status and any additional topics needed to remain on schedule and within budget. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility. Status meetings will include:	M	Yes	Standard	
	Project status as it relates to Work Plan	M	Yes	Standard	
	Deliverables status	M	Yes	Standard	
	Accomplishments during weeks being reported	M	Yes	Standard	
	Planned activities for the upcoming two (2) week period	M	Yes	Standard	
	Future activities	M	Yes	Standard	
	Issues and concerns requiring resolution	M	Yes	Standard	
	Report and remedies in case of falling behind Schedule	M	Yes	Standard	
P1.7	Vendor will provide an example of status reports prepared for another project as an Appendix in their proposal.	M	Yes	Standard	An example report for a project for the State of Wyoming is attached.
P1.8	The Vendor will prepare agendas, background for and minutes of all meetings.	M	Yes	Standard	
P1.9	The proposed Work Plan may be amended prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract	M	Yes	Standard	As long as both parties agree to the changes and the cost implications of the changes are understood and accounted for in the budget.

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**EXHIBIT I**  
**WARRANTY AND WARRANTY SERVICES**

**1. WARRANTY SERVICES**

AppGeo agrees to correct Deficiencies during testing and throughout the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract.

Warranty Services shall include, without limitation, the following:

- Maintain a record of the activities related to warranty repair or maintenance activities including: 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.

In the event AppGeo fails to correct a Deficiency within the allotted period of time, the State may, at its option 1) declare AppGeo in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return AppGeo's product and receive a full refund for all amounts paid to AppGeo within (90) days of notification to AppGeo of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

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

**2. WARRANTY PERIOD**

The Warranty Period shall commence upon the completion of all Contract Deliverables and continue for thirty (30) days.

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**EXHIBIT J**

**NHDES RFP 2014-012 WITH ADDENDA AND ATTACHMENTS INCORPORATED**

NHDES RFP 2014-012 with all addenda and attachments, are included by reference as binding Deliverables to this Contract.

2014-012 Exhibit K-Agency RFP with Addendums  
Initial All Pages:  
Contractor's Initials MA

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EXHIBIT K  
VENDOR PROPOSAL BY REFERENCE**

AppGeo's Response to Request for Proposal: NHDES RFP 2014-012 and dated February 14, 2014 as amended February 27, 2014 is incorporated herein by reference.

2014-012 Exhibit L – Vendor Proposal  
Initial All Pages: NA  
Contractor's Initials NA

Exhibit K

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EXHIBIT L  
CERTIFICATES AND ATTACHMENTS**

Attached are:

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

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CONTRACT AGREEMENT -PART 2**

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <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 Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion,

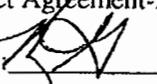
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	termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be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

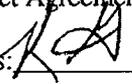
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	<b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <b>Written Documentation</b> - minimal changes required and of minor editing nature; <b>Non Software</b> - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Environmental Dashboard</b>	A snapshot of trends for some key environmental issues important to public health and the environment in New Hampshire
<b>Environmental Indicator</b>	A measure of trends documenting environmental and/or public health conditions. In many cases, indicators are presented as graphs that quantify a condition over time. Indicators can also include other methods of showing change, such as pictures and maps.
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and</b>	Supports obtaining information about those parties attempting to

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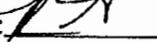
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<b>Authentication</b>	log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training; business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>NHDES</b>	New Hampshire Department of Environmental Services
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>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.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.

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<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>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
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.

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<b>Software</b>	All Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	Software deliverables include all computer programs regardless of their architecture.
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications 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 > <Address> <City, State, Zip> Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Contract Manager</b>	State's representative with regard to Contract administration
<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

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	Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ 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>Warranty Period</b>	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the Department of Environmental Services, ("State") ("NHDES"), and APPLIED GEOGRAPHICS, INC. ("AppGeo"), a Massachusetts Corporation, having its principal place of business at 24 School Street, Suite 500, Boston, Massachusetts.

**RECITALS**

The State desires to have AppGeo provide a design specification for an Environmental Indicators Dashboard and associated Services. AppGeo wishes to provide a design specification for an Environmental Indicators Dashboard and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1. Contract Documents**

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A Contract Deliverables
  - Exhibit B Price and Payment Schedule
  - Exhibit C Special Provisions
  - Exhibit D Work Plan
  - Exhibit E Administrative Services
  - Exhibit F Implementation Services
  - Exhibit F-1 Security and Infrastructure
  - Exhibit G Testing Services
  - Exhibit H Priority Responses
  - Exhibit I Warranty and Warranty Services
  - Exhibit J Agency RFP with Addendums, by reference
  - Exhibit K The Vendor Proposal, by reference
  - Exhibit L 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. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1

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- b. State of New Hampshire, Department of Environmental Services Contract 2014-12, Parts 2 and 3.
- c. RFP 2014-12, NH Environmental Indicators Dashboard, with addendums incorporated; then
- d. The Vendor's Proposal, dated February 14, 2014.

**1.3. Contract Term**

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

The Contract shall begin on the Effective Date and extend through September 30, 2015. The Term may be extended up to one year, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond September 30, 2016.

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

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

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

**2. COMPENSATION**

**2.2 Contract Price**

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

**2.3 Non-Exclusive FIRM FIXED PRICE Contract**

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

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

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Contracted Vendor shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of the Contracted Vendor.

**3. CONTRACT MANAGEMENT**

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

**3.1 The Vendor's Contract Manager**

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

Mr. Richard Grady  
24 School Street, Suite 500,  
Boston, MA 02108  
Tel: 617-447-2400  
Fax: 617-259-1688  
rgrady@appgeo.com

**3.2 The Vendor's Project Manager**

**3.2.1 Contract Project Manager**

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

**3.2.2** The Contracted Vendor 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 the Contracted Vendor's representative for all administrative and management matters. The Contracted Vendor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit A- *Contract Deliverables* and Exhibit C- *Work Plan*. The Contracted Vendor's Project Manager must be available to promptly respond during Normal Business Hours within one day to inquiries from the State as needed. The Contracted Vendor's Project Manager must work diligently and use his/ her best efforts on the Project.

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**3.2.3** The Contracted Vendor shall not change its assignment of the Contracted Vendor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contracted Vendor Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in NHDES RFP 2014-012); and be subject to reference and background checks described in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.5: *Reference and Background Checks*. The Contracted Vendor shall assign a replacement Contracted Vendor Project Manager within ten (10) business days of the departure of the prior the Contracted Vendor Project Manager, and the Contracted Vendor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Contracted Vendor Project Manager.

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

**3.2.5** The Contracted Vendor Project Manager is:

Ms. Kate Hickey  
24 School Street, Suite 500,  
Boston, MA 02108  
Tel: 617-447-2400  
Fax: 617-259-1688  
Email: khickey@appgeo.com

**3.3 The Contracted Vendor Key Project Staff**

**3.3.1** The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract including those set for in the RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Part 2, Section 3.5: *Reference and Background Checks*.

**3.3.2** The Contracted Vendor shall not change any the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor Key Project Staff being replaced; meet the requirements of the Contract, including

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but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement Part 2, Section 3.5: *Reference and Background Checks*,

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

**3.4 State Contract Manager and State Project 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:

Mr. Vincent Perelli  
Department of Environmental Services  
Office of the Commissioner  
29 Hazen Drive  
Concord, NH 03301  
Tel: (603)271-8989  
Email: vincent.perelli@des.nh.gov

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 the Contracted Vendors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Ms. Wendy Waskin  
Department of Environmental Services  
Watershed Management Bureau  
29 Hazen Drive  
Concord, NH 03301  
Tel: (603)271-8861  
Email: wendy.waskin@des.nh.gov

**3.5 Reference and Background Checks**

The State may, at its sole expense, conduct reference and background screening of the Vendor Project Manager and the Vendor Key Project Staff. The State shall maintain the

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confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: Use of State's Information, Confidentiality.

**4. DELIVERABLES**

**4.1 Vendor Responsibilities**

The Contracted Vendor 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.

The Contracted Vendor may subcontract Services subject to the provisions of the Contract. The Contracted Vendor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contracted Vendor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**4.2 Deliverables and Services**

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

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

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

After receiving written Certification from the Contracted Vendor 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 the Contracted Vendor in writing of its Acceptance or rejection of the Deliverable within thirty (30) business days of the State's receipt of the Contracted Vendor's written Certification. If the State rejects the Deliverable, the State shall notify the Contracted Vendor of the nature and class of the Deficiency and the Contracted Vendor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contracted Vendor's correction of the Deliverable is identified, the Contracted Vendor shall correct the Deficiency in the Deliverable within ten (10) business days. Upon receipt of the corrected Deliverable, the State shall review the Deliverable and notify the Contracted Vendor of its Acceptance or rejection thereof. If the Contracted Vendor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contracted Vendor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contracted Vendor in default, and pursue its remedies at law and in equity.

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**4.4 Security**

AppGeo shall ensure that appropriate levels of security are implemented and maintained in accordance with the Contract Agreement, Part 3, Exhibit E-1 Security and Infrastructure.

**5. WARRANTY**

The Contracted Vendor shall provide the Warranty and Warranty Services set forth in the Contract Agreement, Part 3, Exhibit J.

**6. SERVICES**

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

**7. WORK PLAN DELIVERABLE**

The Contracted Vendor 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 Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit C: Work Plan. The Contracted Vendor shall update the status of the Work Plan no less frequently than once a month, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any changes to the Work Plan must be approved by the State in writing.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit C: Work Plan shall not relieve the Contracted Vendor from liability to the State for damages resulting from the Contracted Vendor'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, the Contracted Vendor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contracted Vendor 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 the Contracted Vendor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contracted Vendor'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.

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**8. CHANGE ORDERS**

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

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

**9. INTELLECTUAL PROPERTY**

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

**9.1 State's Data**

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

**Vendor's Materials**

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

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

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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.

**9.2 State Website Copyright**

**WWW Copyright and Intellectual Property Rights**

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

**9.3 Survival**

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

**10. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**10.1 Use of State's Information**

In performing its obligations under the Contract, the Contracted Vendor 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). the Contracted Vendor 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 the Contracted Vendor's performance under the Contract.

**10.2 State Confidential Information**

The Contracted Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contracted Vendor 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

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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. The Contracted Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contracted Vendor regarding the State Confidential Information, and the Contracted Vendor 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, the Contracted Vendor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

### 10.3 Vendor Confidential Information

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

### 10.4 Survival

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

## 11. LIMITATION OF LIABILITY

### 11.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contracted Vendor shall not

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exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the Contract Agreement –Part 1-General Provisions.

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

**11.2 The Contracted Vendor**

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

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

**11.3 State's Immunity**

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

**11.4 Survival**

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

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**12. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**12.1 Termination for Default**

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

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

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

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

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

12.1.3 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.

**12.2 Termination for Convenience**

12.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contracted Vendor. In the event of a termination for convenience, the State shall pay the Contracted Vendor 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.

12.2.2 During the thirty (30) day period, the Contracted Vendor 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.

**12.3 Termination for Conflict of Interest**

12.3.1 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 the Contracted Vendor did not know, or reasonably did not know, of the conflict of interest.

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

**12.4 Termination Procedure**

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

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**12.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, the Contracted Vendor shall:

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

**13. CHANGE OF OWNERSHIP**

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

**14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**14.1** The Contracted Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**14.2** The Contracted Vendor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all

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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 the Contracted Vendor of any of its obligations under the Contract nor affect any remedies available to the State against the Contracted Vendor that may arise from any event of default of the provisions of the contract. The State shall consider the Contracted Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

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**15. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Kate Hickey	Wendy Waskin	5 Business Days
First	TBD	Vince Perelli	10 Business Days
Second	TBD	Commissioner Burack,	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.

**16. GENERAL PROVISIONS**

**16.1 Travel Expenses**

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

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

**16.2 Shipping and Delivery Fee Exemption**

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

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**16.3 Project Workspace and Office Equipment**

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

**16.4 Access/Cooperation**

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

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

**16.5 Required Work Procedures**

**16.5.1 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"), the Contracted Vendor 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 the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contracted Vendor 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 the Contracted Vendor 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 the Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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- e. That if the Contracted Vendor 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.

**16.5.2 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". the Contracted Vendor understand and agree that use of email shall follow State standard policy (available upon request).

**16.5.3 Internet/Intranet Use**

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

**16.6 Regulatory Government Approvals**

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

**16.7 Force Majeure**

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

**16.8 Insurance**

**16.8.1** The Contracted Vendor Insurance Requirement-  
See Contract Agreement Part 1-Form P-37 Section 14.

**16.8.2** The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block as State of New Hampshire, Department of Environmental Services,  
Attn: Thomas Burack, Commissioner, 29 Hazen Drive, Concord, NH 03301.

**16.9 Exhibits**

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

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**16.10 Venue and Jurisdiction**

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

**16.11 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 Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality and Contract Agreement Part 1-Section 13: Indemnification which shall all survive the termination of the Contract.

**16.12 Work for Hire**

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

**CERTIFICATE OF AUTHORITY/VOTE**  
(Corporation with Notary Seal)

I, David J. Weaver, do hereby certify that:  
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Applied Geographics, Inc.  
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/13/2014.  
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Environmental Services, for the provision of geospatial info systems consulting services.

RESOLVED: That the President  
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of June 2, 2014.  
(Date Contract Signed)

4. David J. Weaver (is/are) the duly elected Secretary/Clerk  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Corporation.

  
\_\_\_\_\_  
(Signature of the Clerk of the Corporation)

STATE OF Massachusetts  
County of Suffolk

The foregoing instrument was acknowledged before me this 2nd day of June, 2014, by David J. Weaver  
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

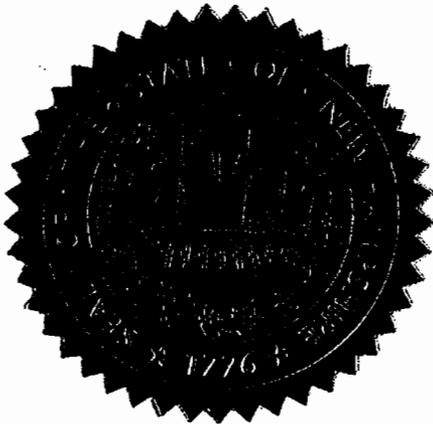
  
\_\_\_\_\_  
Notary Public/Justice of the Peace

Commission Expires: 4/21/2017

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 APPLIED GEOGRAPHICS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on July 19, 1996. I further certify that all fees and annual reports 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 20<sup>th</sup> day of May, A.D. 2014

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MC

DATE (MM/DD/YYYY)

07/01/2014

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

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

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: APPLI-8			
INSURED Applied Geographics, Inc. 24 School Street, Suite 500 Boston, MA 02108	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : XL Specialty Insurance Company		37885
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	AEE0		DPR97012487 DEDUCTIBLE \$5,000	12/08/2013	12/08/2014	PER CLAIM	2,000,000
						AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

<b>CERTIFICATE HOLDER</b>  NEWHA26  New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Kristen Johnson</i>

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## Attachment A

### NHDES RFP 2014-012 Environmental Indicators Dashboard Evaluation of Proposals

Organization	Project Name	Cost	A	B	C	D	Total
AppGeo	NH Environmental Indicators Dashboard	\$88,506 Includes Travel	87	82	84	83	336
Iknow LLC	NH Environmental Indicators Dashboard	\$86,720 Excluding Travel	70	65	67	70	272

#### Review Team Members

Name	Qualifications
Vince Perelli	20+ years experience planning, quality assurance and project management
Chris Simmers	30+ years experience, planning, information technology and program management
George Hastings	25+ years experience, GIS, web design and applications
Wendy Waskin	25+ years experience, grants, performance measures, budgeting, and planning expertise

Criteria	Weight	Points
Proposed Solution	See RFP 5.4.1	25
Vendor's Technical, Service and Project Management Experience	See RFP 5.4.2 (Includes: project approach, completeness, clarity, accuracy, demonstrated project execution for similar project)	25
Vendor Company and Staffing Qualifications	See RFP 5.4.3 (Includes: length in business, relevance of experience, references, background)	20
Solution Cost (Rates and Pricing)	See RFP 5.4.4	30
<b>Total Maximum Points</b>		<b>100</b>