



JUN 27 '19 PM 1:05 DAS

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
NH STATE LIBRARY
20 Park Street Concord, New Hampshire 03301

JR
47

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Libraries (NH State Library) to enter into a contract with Auto-Graphics, Inc., (VC #222471), Rancho Cucamonga, California in the amount of \$1,267,162 for an Automated Interlibrary Loan System upon Governor and Executive Council approval through June 30, 2023 with the option to renew for up to two additional three-year terms at the sole option of the State and subject to Governor and Executive approval. **38% Capital Funds and 62% Federal Funds**

Funding is available as follows with the authority to adjust encumbrances in each of the State fiscal years if needed and justified:

| | <u>FY2020</u> | <u>FY2021</u> | <u>FY2022</u> | <u>FY2023</u> |
|---|---------------------|---------------------|---------------------|---------------------|
| 03-35-35-353030-15470000 17-228:1-V:Replace Catalog 034-500099 Capital Projects- Major IT Systems | \$316,790.50 | \$170,990.50 | | |
| 03-35-35-353010-25540000 Federal Library Programs 057-500532 Books,Per,Sub -Electronic Media | | \$145,800.00 | \$316,790.50 | \$316,790.50 |
| Total | \$316,790.50 | \$316,790.50 | \$316,790.50 | \$316,790.50 |

EXPLANATION

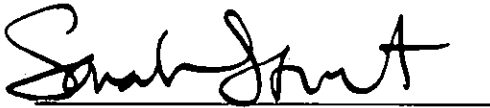
Auto-Graphics, Inc. will provide an automated resource sharing solution for the libraries that are part of the New Hampshire Automated Information System (NHAIS). This system will allow individual libraries to request, fill, track, and retrieve interlibrary loan transactions in a secure user-friendly environment. Access to these functions from individual libraries will be platform independent and will be via a web browser. The NH State Library will serve as administrator of the system and will have administrative and report generating capabilities for all aspects of the system. There are 280 New Hampshire libraries actively participating in the NHAIS interlibrary loan. 454 New Hampshire libraries may participate in the future.

On May 21, 2018, a Request for Proposal (RFP) for a New Hampshire Statewide Interlibrary Loan Solution was advertised on the Department of Administrative Services' website. The RFP was also sent to a list of vendors provided by the Department of Information Technology (DoIT). One (1) company submitted a proposal by the submission date of June 22, 2018 and after review, the proposal was accepted by a committee comprised of personnel from DNCR and DoIT. Staff from DNCR, with assistance from DoIT and the Attorney General's office drafted a contract based on the proposal submitted by Auto-Graphics, Inc.

Funding for this project is comprised of capital appropriations and federal funding. Future funding will come from the NH State Library's operating funds and federal funds through the Library Services and Technology Act appropriated each year by the US Congress.

The Department of Information Technology has reviewed and approved this contract, and the Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

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

Sarah L. Stewart
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

Denis Goulet
Commissioner

May 24, 2019

Sarah Stewart
Commissioner
Department of Natural and Cultural Resources
State of New Hampshire
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Auto-Graphics, Inc. of Rancho Cucamonga, CA, for an automated interlibrary loan system, as described below and referenced as DoIT No. 2018-145.

The Interlibrary Loan System will allow individual libraries that are part of the NH Automated Information System (NHAIS) to request, fill, track, and retrieve statistics on Interlibrary Loan transactions in a secure, user-friendly environment. Access to these functions from individual libraries will be platform independent and will be via a browser. The State Library will serve as the administrator of the system. There are 265 libraries currently participating in NHAIS Interlibrary Loan. There are a total of 454 NHAIS libraries who may participate in the future.

The contract amount is not to exceed \$1,267,162.00 and shall be effective upon Governor and Executive Council through June 30, 2023.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/ik
DoIT 2018-145

cc: Michael York, State Librarian
Nicole Warren, IT Manager



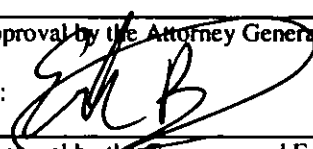
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--------------------|---|--|
| 1.1 State Agency Name Department of Natural and Cultural Resources, Division of Libraries | | 1.2 State Agency Address 20 Park Street, Concord, NH 03301 | |
| 1.3 Contractor Name Auto-Graphics, Inc. | | 1.4 Contractor Address 10535 Foothill Blvd., Suite 200 Rancho Cucamonga, CA 91730 | |
| 1.5 Contractor Phone Number 909-569-1502 | 1.6 Account Number | 1.7 Completion Date June 30, 2023 | 1.8 Price Limitation \$1,267,162.00 |
| 1.9 Contracting Officer for State Agency Michael C. York | | 1.10 State Agency Telephone Number 603-271-2397 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Paul R Cope President | |
| 1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] See Attached "California All-Purpose Acknowledgement" document | | | |
| 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 Sarah L. Stewart, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: h/a Director, On: | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/27/2019 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: On: | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

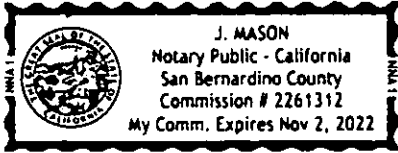
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On May 30, 2019 before me, J. Mason Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Paul Cope
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature J. Mason
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: NH Statewide ILL Contract Document Date: May 30, 2019
Number of Pages: 97 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul Cope
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources Division of Libraries
NH Statewide Interlibrary Loan Solution
CONTRACT 2018-145
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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TERMS AND DEFINITIONS

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

| | |
|---|--|
| AACR2 | Anglo American Cataloguing Rules, 2 nd revised edition |
| Acceptance | Notice from the State that a Deliverable has satisfied Acceptance Test or review. |
| Acceptance Letter | An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or review. |
| Acceptance Period | The timeframe during which the User Acceptance Testing is performed. |
| Access Control | Supports the management of permissions for logging onto a computer or network. |
| Agency | Used to indicate a Department, division, bureau, commission, or section of the NH State government. |
| Agreement | A Contract duly executed and legally binding. |
| ALA | American Library Association |
| ALA Character Set | Extended Roman alphabet coded character set established by National Information Standards Organization (NISO) as the Z39.47 standard. |
| Appendix | Supplementary material that is collected and appended at the back of a document. |
| Audit Trail Capture and Analysis | Supports the identification and monitoring of activities within an application or System. |
| Authority Control | A system for maintaining standardized forms of names, titles, and subject terms and linking variant forms thereof in automated library catalogs so that, e.g., users can find all works by or about the author variously known as Samuel Clemens or Mark Twain regardless of which name they search. |
| Authorized User | The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Data to enable the Contractor to perform the Services required. |
| Best and Final Offer (BAFO) | For negotiated procurements, a Vendor's final offer following the conclusion of discussions. |
| Breach or Breach of Security | Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity. |

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources Division of Libraries
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PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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| Business Hours | Vendor personnel shall provide Services between 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager. |
| CCP (Change Control Procedures) | Formal process for initiating changes to the proposed Solution or process once development has begun. |
| Certification | The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or review. |
| Change Order | Formal Documentation prepared for a proposed change in the Specifications. |
| Completion Date | End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7) |
| Confidential Information | Information required to be kept Confidential from unauthorized disclosure under the Contract. |
| Contract | An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents. |
| Contract Agreement | The Documentation consisting of (part 1) the P-37 General Provisions, (part 2) IT Provisions, and (part 3) the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the scope of work. |
| Contract Conclusion | Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default. |
| Contract Documents | Documents that comprise this Contract Agreement. |
| Contract Price | The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price. |
| Contracted Vendor | The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources Division of Libraries
NH Statewide Interlibrary Loan Solution
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|-----------------------------|---|
| Contractor | The Contracted Vendor and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under the Contract. |
| CONTU Guidelines | Guidelines for reproducing copyrighted materials for Interlibrary Loan, established by the National Commission on New Technological Uses of Copyrighted Works in 1978. |
| COTS | Commercial Off the Shelf Software. |
| Cure Period | The thirty (30) day period following written notification of a default within which a Contracted Vendor must cure the default identified. |
| Custom Software | Software developed by the Vendor specifically for this Project for the State of New Hampshire. |
| Data | State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term. |
| Data Breach | The unauthorized access by a non-authorized persons(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data. |
| DBA | Database Administrator |
| Deficiencies/Defects | <p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were Deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing</p> |

Contractor Initials: PRC

Date: 5/30/19

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources Division of Libraries
NH Statewide Interlibrary Loan Solution
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PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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| | nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. |
| Deliverable | A Deliverable is any Written, Software, or NonSoftware Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement. |
| Department | A part of NH State government. |
| Department of Information Technology (DoIT) | The NH Department of Information Technology established under RSA chapter 21-R by the Legislature effective September 5, 2008. |
| Digital Signature | Guarantees the unaltered state of a file. |
| Discovery Interface | The GUI that provides access to the information in the Union Catalog and supports Interlibrary Loan. |
| Documentation | All information that describes the installation, operation, and use of the Software, either in printed or electronic format. |
| Ebsco | Online information service provider of subscription databases including full-text access to selected periodicals. |
| Effective Date | The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract. |
| Encryption | Supports the transformation of Data for security purposes. |
| Enhancements | Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders. |
| Event of Default | Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"): <ul style="list-style-type: none"> 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. |
| FRBR | Functional Requirements for Bibliographic Records (FRBR) is a 1998 recommendation of the International Federation of Library Associations and Institutions (IFLA) to restructure catalog databases to reflect the conceptual structure of information resources. |

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| Fully Loaded | Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. |
| Governor and Council | The Governor and Executive Council of the State of New Hampshire. The Executive Council of the State of New Hampshire has the authority and responsibility, together with the Governor, over the administration of the affairs of the State as defined in the New Hampshire Constitution, the New Hampshire statutes, and the advisory opinions of the New Hampshire Supreme Court and the Attorney General. |
| GUI | Graphical user interface. |
| Identification and Authentication | Supports obtaining information about those parties attempting to log on to a System or application for security purposes and the validation of those users. |
| Implementation | The process for making the Solution fully Operational. |
| Information Technology (IT) | Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies. |
| Input Validation | Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server. |
| Interlibrary Loan (ILL) | A service allowing libraries to borrow materials, or receive reproductions of documents, owned by another library, on behalf of their patrons. |
| Intrusion Detection | Supports the detection of illegal entrance into a computer System. |
| Invoking Party | In a dispute, the party believing itself aggrieved. |
| ISBD | International Standard Bibliographic Description standards established by the International Federation of Library Associations and Institutions (IFLA). |
| Key Project Staff | Personnel identified by the State and by the Contracted Vendor as essential to work on the Project. |
| Library Linked Data | The concept of using linked Data in libraries to reduce redundant cataloging work and increase use of library Data on non-library websites. |
| MARC (Machine Readable Cataloging) | Standards for formatting of bibliographic Data in machine-readable form. |
| Migration Validation Test | A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully |

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| | converts it to form that can be used by the new system. |
| MLS | Master of Library Science (MLS). Also known as a Master of Librarianship, Master of Library and Information Studies (MLIS), these degrees from ALA-accredited programs are the standard credential for librarians in the United States. |
| NCIP | NISO Circulation Interchange Protocol, established by the National Information Standards Organization as protocol Z39.83, to facilitate exchange of Data between computer-based applications chiefly for lending and borrowing of materials and control of access to online subscription-based resources. |
| NHAIS | The New Hampshire Automated Information System, established by an act of the legislature in 1983 (NH RSA 201-A:22). |
| NHAIS Services | A section of the New Hampshire State Library responsible for maintaining the NHU-PAC (the statewide Union Catalog) as well as providing other resources to libraries in New Hampshire. Also known as "the Network Services Section" (NH RSA 201-A:22). |
| NHSL | The New Hampshire Division of Libraries, also known as the New Hampshire State Library. |
| NHU-PAC (NH Union Public Access Catalog) | New Hampshire's statewide Union Catalog. |
| NISO | National Information Standards Organization. |
| Non-Exclusive Contract | A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract. |
| Non-Software Deliverables | Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other. |
| Notice to Proceed (NTP) | The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time. |
| Open Data Formats | A Data format based on an underlying Open Standard. |
| Open Source Software | Software that guarantees the user unrestricted use of the Software as defined in NH RSA chapter 21-R:10 and RSA chapter 21-R:11. |
| Open Standards | Specifications for the encoding and transfer of computer Data that is defined in NH RSA chapter 21-R:10 and RSA chapter 21-R:13. |

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| OpenURL | A format for Uniform Resource Locators (URL's) to allow library patrons to link to library materials, including subscription resources, from bibliographic citations or cataloging records. Established by the National Information Standards Organization as the Z39.88 standard. |
| Operational | Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter. |
| OSI (Open System Interconnections) | A model to standardize communications between computer applications over a network. Established by the International Standards Organization as the ISO/IEC 7498-1 standard. |
| Overdrive | Online provider of fee-based downloadable audiobooks and e-books. |
| P-37 | The form that details the terms and conditions of Contracts with the State of New Hampshire. |
| Personal Data | Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person. |
| Project | The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto. |
| Project Managers | The persons identified who shall function as the State's and the Vendor's representative with regard to review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of change requests utilizing the Change Control Procedures (CCP). |

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| Project Staff | 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. (Interchangeable with Project Team). |
| Project Team | The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality. (Interchangeable with Project Staff). |
| Proposal | The submission from a Vendor in response to the Request for Proposal (RFP). |
| RDA | Record Description and Access (RDA) cataloging rules |
| RDF (Resource Description Framework) | A group of specifications developed by the World Wide Web Consortium to encode Data in a compact form. |
| RDFa (Resource Description Framework in Attributes) | A group of specifications developed by the World Wide Web Consortium to allow embedding of metadata in online documents. |
| Regression Testing | Tests used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process. |
| Review Period | The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days. |
| RFP (Request for Proposal) | A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions. |
| Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network. |
| Schedule | The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract. |
| Services | The work or labor to be performed by the Vendor on the Project as described in the Contract. |
| SIP and SIP2 | Standard Interchange Protocol developed by 3M for communication between library computer systems and patron self-service terminals. Version 2 (SIP2) was introduced in 2006. |
| Software | All Custom Software and COTS Software provided by the Vendor under the Contract. |

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| Software-as-a-Service (SaaS) | The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications (e.g., Web-based email) are accessible from various client devices through a thin-client interface such as a Web browser or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. |
| Software Deliverables | All Custom Software and COTS Software and Enhancements. |
| Software License | Licenses provided to the State under this Contract. |
| Solution | The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP. |
| Specifications | The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein. |
| State | STATE is defined as: State of New Hampshire Department of Natural and Cultural Resources, Division of Libraries, 20 Park Street Concord, NH 03301 Reference to the term "State" shall include applicable Agencies and Departments. |
| State Data | All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any System owned, maintained or otherwise controlled by the State or by the Contractor. |

Contractor Initials: PRC
Date: 5/30/19

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| State Fiscal Year (SFY) | The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year. |
| State Project Manager | State's representative with regard to project management and technical matters. Responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and review and approval of changes per CCP. |
| Subcontractor | A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with, or on behalf of, the Vendor. |
| System | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications. |
| Term | Period of the Contract from the Effective Date through termination. |
| Test Plan | A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism. |
| Transmittal Form Letter | The letter that must be signed and submitted by the Vendor with their Proposal. It must use the Transmittal Form Letter template described in Section 4.18.2. |
| UAT (User Acceptance Testing) | Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents. |
| Union Catalog | A catalog reflecting the holdings of a group of libraries to facilitate sharing of resources. |
| Unit Test | Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined. |
| User Management | Supports the administration of computer, application and network accounts within an organization. |
| Vendor | The company or organization submitting the Proposal or quote. (See also Contracted Vendor) |
| Verification | Supports the confirmation of authority to enter a computer System, application or network. |

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| Warranty Period | 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. |
| Warranty Releases | Code releases that are done during the Warranty Period. |
| Warranty Services | The Services to be provided by the Vendor during the Warranty Period. |
| Work Plan | The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in the Contract. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the Project Staff that would lead and/or participate on each task. |
| Written Deliverables | Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format. |
| Z39.50 | Information retrieval protocol defined by National Information Standards Organization (NISO) |

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Natural and Cultural Resources, Division of Libraries ("State"), and Auto-Graphics, Inc., a California Corporation ("Contractor"), having its principal place of business at 10535 Foothill Blvd., Suite 200, Rancho Cucamonga, CA 91730.

The State Library is seeking an automated resource-sharing Solution for the individual libraries who are part of the NH Automated Information System (NHAIS). The Solution we are seeking must allow individual libraries to request, fill, track, and retrieve statistics on Interlibrary Loan transactions in a secure user-friendly environment; provide a mechanism for identifying the holdings of individual member libraries through an attractive, functional Discovery Interface; allow individual libraries to add and delete their own holdings information and to obtain high-quality full MARC records from the System for local use. Access to these functions from the individual libraries must be platform-independent and will ideally be via web browser. The System itself must be hosted on servers housed, maintained, and supported by the Vendor.

RECITALS

Whereas the State desires to have the Contractor provide an automated resource-sharing Solution for the individual libraries who are part of the NH Automated Information System (NHAIS), and associated Services for the State;

Whereas the Contractor wishes to provide SHAREit, a comprehensive resource sharing system that enables patrons to search and discover items from a wide range of resources and submit mediated or unmediated interlibrary loan requests, from which library staff members can also search, identify records for cataloging or ILL purposes, create requests for local patrons, manage all borrowing and lending transactions, and maintain the union catalog.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-145) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services

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Exhibit F- Testing Services
Exhibit G- Maintenance and Support Services
Exhibit H- Requirements
Exhibit I- Work Plan
Exhibit J- Software Agreement
Exhibit K- Warranty and Warranty Service
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by Reference
Exhibit N- Vendor Proposal, by Reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

- a. State of New Hampshire, Department of Natural and Cultural Resources Contract Agreement 2018-145, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Natural and Cultural Resources RFP 2018-145
- c. Vendor Proposal Response to RFP 2018-145 dated July 18, 2018.

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend for four years through June 30, 2023. The Term may be extended for up to two additional three-year terms ("Extended Term"), at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 2029.

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

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

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

3.2 NON-EXCLUSIVE CONTRACT

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

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

ALBERT FLORES
VICE PRESIDENT OF SALES
TEL: (909) 569-1502
Email: abf@auto-graphics.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

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

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- 4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Information Technology Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement Information Technology Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a Contractor Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 CONTRACTOR Project Manager is:
RUTH CASTILLO
CUSTOMER SERVICE MANAGER
10535 FOOTHILLS BLVD, SUITE 200
RANCHO CUCAMONGA, CA 91730
Tel: 909-569-1539
Email: rmc@auto-graphics.com

4.3 CONTRACTOR KEY PROJECT STAFF

- 4.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.
- 4.3.2 The Contractor shall not change any of the Contractor's 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 Contractor's

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Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- Information Technology Provisions, Section 4.6: *Reference and Background Checks*,

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

4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

| Key Member(s) | Title |
|--------------------|---|
| MAUREEN GRAHAM | CUSTOMER SERVICE MANAGER |
| DEBBIE HENSLER | SHAREIT CUSTOMER SERVICES PRODUCT MANAGER |
| ALEXANDRA WINZELER | SHAREIT TECHNICAL SERVICES PRODUCT MANAGER |

4.4 STATE CONTRACT MANAGER

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

Michael C. York
State Librarian
New Hampshire State Library
20 Park Street
Concord, NH 03301
Tel: 603-271-2397
Fax: 603-271-6826
Email: Michael.york@dncr.nh.gov

4.5 STATE PROJECT MANAGER

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.

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- 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:

Mary A. Russell
Librarian, NHAIS & Technical Services
New Hampshire State Library
20 Park Street
Concord, NH 03301
Tel: 603-271-2866
Fax: 603-271-6826
Email: Mary.russell@dncr.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

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

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

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5.2 DELIVERABLES AND SERVICES

The Contractor 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*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

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

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

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

8. WORK PLAN DELIVERABLE

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

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve the Contractor from liability to the State for damages resulting from the Contractor'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 Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor 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.

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

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

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan. At the State's discretion a longer time may be agreed to for the provision of this information, but such an extension must be requested by the vendor within five (5) business days of the Contractor's receipt of a Change Order.

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

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

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performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

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

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

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

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10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.6 SURVIVAL

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

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor 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 Contractor 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 Contractor's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

The Contractor 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 Contractor 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, and which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State

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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 Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. 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 Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4 SURVIVAL

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

12 LIMITATION OF LIABILITY

12.1 STATE

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

12.2 CONTRACTOR

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

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Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations for third party claims set forth in the Contract Agreement- General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement- Information Technology Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor 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 Contractor 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 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.

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- 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 Contractor shall be liable for reimbursing the State for the difference in cost for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4 TERMINATION PROCEDURE

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

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

- a. Provide the State any post-termination assistance generally made available with respect to the services provided under this agreement;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. Take such action as the State directs, or as necessary, to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the Contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

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- f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- g. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. Securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

15.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Contract Agreement-

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Information Technology Provisions Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; to continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or to immediately terminate the Contract without liability to the Contractor, its successors or assigns.

16 DISPUTE RESOLUTION

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

The parties shall use reasonable efforts to arrange personal meetings and/or telephone or virtual 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 | Auto-Graphics | STATE | <u>CUMULATIVE ALLOTTED TIME</u> |
|----------------|---------------------------------|---|--|
| Primary | ALBERT FLORES VP OF SALES | Mary Russell State Project Manager (PM) | 5 Business Days |
| First | PAUL COPE PRESIDENT | Michael York State Librarian | 10 Business Days |
| Second | BRYAN STRAIGHT CONTROLLER | Sarah Stewart Commissioner | 15 Business Days |

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

17 SAAS GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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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 Contractor 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 Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and/or agreements relating to system entry/access.
- 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 Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the user may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2 EMAIL USE

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

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

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

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17.5 INSURANCE CERTIFICATE

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

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of Exhibit D Section 5: *Records Retention and Access Requirements*, Exhibit D Section 6: *Accounting Requirements*, and Information Technology Provisions-Section 11: *Use of State's Information, Confidentiality* and Information Technology Provisions- Section 13: *Termination* which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

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

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

17.10 NOTICES

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

TO THE CONTRACTOR:
ALBERT FLORES
10535 FOOTHILL BLVD
SUITE 200
RANCHO CUCAMONGA, CA 91730
TEL: (909) 569-1502

TO STATE:
STATE OF NEW HAMPSHIRE
STATE LIBRARY, MARY RUSSELL
20 PARK STREET
CONCORD, NH 03301
TEL: (603) 271-2866

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17.11 DATA PROTECTION

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

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

17.12. DATA LOCATION

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

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

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

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

17.14. BREACH RESPONSIBILITIES

This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly, notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been, a Data Breach. The Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with:
 - (1) the investigation and resolution of the Data Breach;
 - (2) notifications to individuals, regulators or others required by State law;
 - (3) a credit monitoring service required by State (or federal) law;
 - (4) a website or a toll-free number and call center for affected individuals required

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by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent *Cost of Data Breach Study: Global Analysis* published by the Ponemon Institute at the time of the Data Breach; and
(5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

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

17.16. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT

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

17.19. ADVANCE NOTICE

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY

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

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17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

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

17.24. RIGHT TO REMOVE INDIVIDUALS

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

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INTRODUCTION

The New Hampshire State Library needs a Software System and associated Services to provide automated Interlibrary Loan functions to the member libraries of the New Hampshire Automated Information System (NHAIS) and to serve as a platform for the statewide Union Catalog (NHU-PAC).

The State Library is seeking an automated resource-sharing Solution for the individual libraries who are part of the NH Automated Information System (NHAIS). The Solution we are seeking must allow individual libraries to request, fill, track, and retrieve statistics on Interlibrary Loan transactions in a secure user-friendly environment; provide a mechanism for identifying the holdings of individual member libraries through an attractive, functional Discovery Interface; allow individual libraries to add and delete their own holdings information and to obtain high-quality full MARC records from the System for local use. Access to these functions from the individual libraries must be platform-independent and will ideally be via web browser. The System itself must be hosted on servers housed, maintained, and supported by the Vendor. The State Library will serve as the administrator of the System and must have administrative and report-generating capabilities for all aspects of the System. There are 265 libraries actively participating in NHAIS Interlibrary Loan. There are a total of 454 NHAIS libraries who may participate in the future.

The ability to support authenticated patron-initiated Interlibrary Loans; discovery of items from individual Z39.50 catalogs, and electronic resources such as Ebsco and Overdrive; FRBR-like display and de-duping options in the Discovery Interface; and the ability of individual libraries to administer elements of their own configurations with granular security would also be of interest.

1. STATEMENT OF WORK

1.1. THE NH STATEWIDE INTERLIBRARY LOAN SOLUTION MUST:

- *provide a discovery tool for identifying the holdings of individual member libraries through an attractive, functional Discovery Interface with strong, flexible searching and display options*
- *have the option of integrating holdings from local library catalogs that support remote searching using a recognized standard such as NCIP or Z39.50 seamlessly into the Discovery Interface*
- *allow individual libraries to add and delete their own holdings information in the System and to obtain high-quality full MARC records from the System for local use*
- *provide platform-independent access, ideally web-based, from the individual libraries to all functions of the System*
- *allow individual libraries to request, fill, track, and retrieve statistics on Interlibrary Loan transactions in a secure, user-friendly environment*
- *host the System on servers housed, maintained, backed-up, and supported by the Vendor*
- *NOT store or transfer Data collected in connection with the Services rendered under this Agreement outside of the United States including backup Data and disaster recovery locations*

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- *allow the State Library staff to serve as the administrator of the System including administrative and report-generating capabilities for all aspects of the System*

2. PROJECT ASSUMPTIONS

- 2.1. The Contractor will provide Project tracking tools and templates to record and manage issues, risks, change requests, requirements, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- 2.2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the state a template, table of contents, or agenda for review and prior approval by the state.
- 2.3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in appendix c-2 of the Request for Proposal. The Contractor 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.
- 2.4. The Deliverables are set forth in the schedule described below in Table 1.1. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

Table 1.1 Deliverables

Dates are counted from CSD (contract signing date) or SSD (services start date)

| | Activity, Deliverable, or Milestone | Deliverable Type | Projected Delivery Date |
|--|-------------------------------------|------------------|--------------------------------|
| PLANNING AND PROJECT MANAGEMENT | | | |
| 1 | Conduct Project Kickoff Meeting | Non-Software | 7 days after CSD |
| 2 | Project Status Reports | Written | 14 days after CSD, then weekly |
| 3 | Work Plan | Written | 14 days after CSD |
| 4 | Security Plan | Written | 21 days after CSD |

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| | | | |
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| 5 | Testing Plan | Written | 14 days after CSD |
| 6 | Data Migration Plan | Written | 14 days after CSD |
| 7 | Training Plan | Written | 21 days after CSD |
| 8 | End User Support Plan | Written | 21 days after CSD |
| TESTING | | | |
| 9 | Conduct User Acceptance Testing | Non-Software | 21 days after CSD |
| 10 | Perform Production Tests | Non-Software | 28 days after CSD |
| 11 | Conduct System Performance (Load/Stress) Testing | Non-Software | 28 days after CSD |
| SYSTEM CONFIGURATION AND LAUNCH | | | |
| 12 | Provide Tools for Backup and Recovery of all Applications and Data if needed | Software | Beginning as soon as data is loaded. |
| 13 | Conduct Training (3 days, on-site) | Non-Software | 5-11 weeks after CSD |
| 14 | Conduct Training (4 days, on-site) | Non-Software | 11-15 weeks after CSD |
| 15 | Cutover to New Solution | Non-Software | 12 weeks after CSD |
| 16 | Provide Documentation as specified in Exhibit H - Requirements. | Written | 21 days after CSD |
| 17 | Implement SHAREit for up to 265 NHAIS libraries (approximately 9 days of work) | Software | 45 days after SSD |
| 18 | Create participant records for up to 265 NHAIS libraries | Software | 30 days after CSD |
| 19 | Build Union Database for all NHAIS libraries identified as Union Catalog Participants | Software | First batch 30 days after CSD; Remainder 60 days after CSD |
| 20 | Configure Z39.50 targets for all NHAIS libraries identified as Virtual Participants | Software | First batch 30 days after CSD; Remainder 60 days after CSD |
| 21 | Configure OCLC WMS participants | Software | First batch 30 days after CSD; Remainder 60 days after CSD |
| 22 | Configure SIP2 connections for all systems used by NHAIS libraries identified as Virtual Participants (up to 12 systems) | Software | Approximately 30 days after CSD |
| 23 | OCLC Number UDB Index/Filter and Z39.50 Filter IF IT IS DETERMINED BY THE STATE | Software | 75 days from written notice that it is needed (following SSD) |

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| | THAT THIS ENHANCEMENT IS NEEDED | | |
|--|--|--------------|---|
| OPERATIONS, SOFTWARE, AND HOSTING | | | |
| 24 | Conduct Implementation Wrap-up Meeting | Non-Software | Approximately 12 weeks after SSD |
| 25 | Union Database [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 26 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 27 | SHAREit [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 28 | SHAREit Size & volume [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 29 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 30 | Enhanced ILS Support for OCLC and SIP2 [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 31 | System Support and Maintenance [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 32 | System Hosting [year one, 1 st quarter] | Software | On SSD (1 st of month following CSD) |
| 33 | Union Database [year one, 2 nd quarter] | Software | 3 months after SSD |
| 34 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 2 nd quarter] | Software | 3 months after SSD |
| 35 | SHAREit [year one, 2 nd quarter] | Software | 3 months after SSD |
| 36 | SHAREit Size & volume [year one, 2 nd quarter] | Software | 3 months after SSD |
| 37 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 2 nd quarter] | Software | 3 months after SSD |
| 38 | Enhanced ILS Support for OCLC and SIP2 [year one, 2 nd quarter] | Software | 3 months after SSD |
| 39 | System Support and Maintenance [year one, 2 nd quarter] | Software | 3 months after SSD |
| 40 | System Hosting [year one, 2 nd quarter] | Software | 3 months after SSD |
| 41 | Union Database [year one, 3 rd quarter] | Software | 6 months after SSD |
| 42 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 3 rd quarter] | Software | 6 months after SSD |
| 43 | SHAREit [year one, 3 rd quarter] | Software | 6 months after SSD |

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| 44 | SHAREit Size & volume [year one, 3rd quarter] | Software | 6 months after SSD |
| 45 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 3rd quarter] | Software | 6 months after SSD |
| 46 | Enhanced ILS Support for OCLC and SIP2 [year one, 3rd quarter] | Software | 6 months after SSD |
| 47 | System Support and Maintenance [year one, 3rd quarter] | Software | 6 months after SSD |
| 48 | System Hosting [year one, 3rd quarter] | Software | 6 months after SSD |
| 49 | Union Database [year one, 4th quarter] | Software | 9 months after SSD |
| 50 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 4th quarter] | Software | 9 months after SSD |
| 51 | SHAREit [year one, 4th quarter] | Software | 9 months after SSD |
| 52 | SHAREit Size & volume [year one, 4th quarter] | Software | 9 months after SSD |
| 53 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 4th quarter] | Software | 9 months after SSD |
| 54 | Enhanced ILS Support for OCLC and SIP2 [year one, 4th quarter] | Software | 9 months after SSD |
| 55 | System Support and Maintenance [year one, 4th quarter] | Software | 9 months after SSD |
| 56 | System Hosting [year one, 4th quarter] | Software | 9 months after SSD |
| 57 | Union Database [year two, 1 st quarter] | Software | 12 months after SSD |
| 58 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 1 st quarter] | Software | 12 months after SSD |
| 59 | SHAREit [year two, 1 st quarter] | Software | 12 months after SSD |
| 60 | SHAREit Size & volume [year two, 1 st quarter] | Software | 12 months after SSD |
| 61 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 1 st quarter] | Software | 12 months after SSD |
| 62 | Enhanced ILS Support for OCLC and SIP2 [year two, 1 st quarter] | Software | 12 months after SSD |
| 63 | System Support and Maintenance [year two, 1 st quarter] | Software | 12 months after SSD |
| 64 | System Hosting [year two, 1 st quarter] | Software | 12 months after SSD |
| 65 | Union Database [year two, 2nd quarter] | Software | 15 months after SSD |
| 66 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 2 nd quarter] | Software | 15 months after SSD |

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| 67 | SHAREit [year two, 2 nd quarter] | Software | 15 months after SSD |
| 68 | SHAREit Size & volume [year two, 2 nd quarter] | Software | 15 months after SSD |
| 69 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 2 nd quarter] | Software | 15 months after SSD |
| 70 | Enhanced ILS Support for OCLC and SIP2 [year two, 2 nd quarter] | Software | 15 months after SSD |
| 71 | System Support and Maintenance [year two, 2 nd quarter] | Software | 15 months after SSD |
| 72 | System Hosting [year two, 2 nd quarter] | Software | 15 months after SSD |
| 73 | Union Database [year two, 3 rd quarter] | Software | 18 months after SSD |
| 74 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 3 rd quarter] | Software | 18 months after SSD |
| 75 | SHAREit [year two, 3 rd quarter] | Software | 18 months after SSD |
| 76 | SHAREit Size & volume [year two, 3 rd quarter] | Software | 18 months after SSD |
| 77 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 3 rd quarter] | Software | 18 months after SSD |
| 78 | Enhanced ILS Support for OCLC and SIP2 [year two, 3 rd quarter] | Software | 18 months after SSD |
| 79 | System Support and Maintenance [year two, 3 rd quarter] | Software | 18 months after SSD |
| 80 | System Hosting [year two, 3 rd quarter] | Software | 18 months after SSD |
| 81 | Union Database [year two, 4 th quarter] | Software | 21 months after SSD |
| 82 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 4 th quarter] | Software | 21 months after SSD |
| 83 | SHAREit [year two, 4 th quarter] | Software | 21 months after SSD |
| 84 | SHAREit Size & volume [year two, 4 th quarter] | Software | 21 months after SSD |
| 85 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 4 th quarter] | Software | 21 months after SSD |
| 86 | Enhanced ILS Support for OCLC and SIP2 [year two, 4 th quarter] | Software | 21 months after SSD |
| 87 | System Support and Maintenance [year two, 4 th quarter] | Software | 21 months after SSD |
| 88 | System Hosting [year two, 4 th quarter] | Software | 21 months after SSD |
| 89 | Union Database [year three, 1 st quarter] | Software | 24 months after SSD |

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| 90 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 1 st quarter] | Software | 24 months after SSD |
| 91 | SHAREit [year three, 1 st quarter] | Software | 24 months after SSD |
| 92 | SHAREit Size & volume [year three, 1 st quarter] | Software | 24 months after SSD |
| 93 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 1 st quarter] | Software | 24 months after SSD |
| 94 | Enhanced ILS Support for OCLC and SIP2 [year three, 1 st quarter] | Software | 24 months after SSD |
| 95 | System Support and Maintenance [year three, 1 st quarter] | Software | 24 months after SSD |
| 96 | System Hosting [year three, 1 st quarter] | Software | 24 months after SSD |
| 97 | Union Database [year three, 2 nd quarter] | Software | 27 months after SSD |
| 98 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 2 nd quarter] | Software | 27 months after SSD |
| 99 | SHAREit [year three, 2 nd quarter] | Software | 27 months after SSD |
| 100 | SHAREit Size & volume [year three, 2 nd quarter] | Software | 27 months after SSD |
| 101 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 2 nd quarter] | Software | 27 months after SSD |
| 102 | Enhanced ILS Support for OCLC and SIP2 [year three, 2 nd quarter] | Software | 27 months after SSD |
| 103 | System Support and Maintenance [year three, 2 nd quarter] | Software | 27 months after SSD |
| 104 | System Hosting [year three, 2 nd quarter] | Software | 27 months after SSD |
| 105 | Union Database [year three, 3 rd quarter] | Software | 30 months after SSD |
| 106 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 3 rd quarter] | Software | 30 months after SSD |
| 107 | SHAREit [year three, 3 rd quarter] | Software | 30 months after SSD |
| 108 | SHAREit Size & volume [year three, 3 rd quarter] | Software | 30 months after SSD |
| 109 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 3 rd quarter] | Software | 30 months after SSD |
| 110 | Enhanced ILS Support for OCLC and SIP2 [year three, 3 rd quarter] | Software | 30 months after SSD |
| 111 | System Support and Maintenance [year three, 3 rd quarter] | Software | 30 months after SSD |
| 112 | System Hosting [year three, 3 rd quarter] | Software | 30 months after SSD |

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| 113 | Union Database [year three, 4th quarter] | Software | 33 months after SSD |
| 114 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 4th quarter] | Software | 33 months after SSD |
| 115 | SHAREit [year three, 4th quarter] | Software | 33 months after SSD |
| 116 | SHAREit Size & volume [year three, 4th quarter] | Software | 33 months after SSD |
| 117 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 4th quarter] | Software | 33 months after SSD |
| 118 | Enhanced ILS Support for OCLC and SIP2 [year three, 4th quarter] | Software | 33 months after SSD |
| 119 | System Support and Maintenance [year three, 4th quarter] | Software | 33 months after SSD |
| 120 | System Hosting [year three, 4th quarter] | Software | 33 months after SSD |
| 121 | Union Database [year four, 1 st quarter] | Software | 36 months after SSD |
| 122 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 1 st quarter] | Software | 36 months after SSD |
| 123 | SHAREit [year four, 1 st quarter] | Software | 36 months after SSD |
| 124 | SHAREit Size & volume [year four, 1 st quarter] | Software | 36 months after SSD |
| 125 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 1 st quarter] | Software | 36 months after SSD |
| 126 | Enhanced ILS Support for OCLC and SIP2 [year four, 1 st quarter] | Software | 36 months after SSD |
| 127 | System Support and Maintenance [year four, 1 st quarter] | Software | 36 months after SSD |
| 128 | System Hosting [year four, 1 st quarter] | Software | 36 months after SSD |
| 129 | Union Database [year four, 2 nd quarter] | Software | 39 months after SSD |
| 130 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 2 nd quarter] | Software | 39 months after SSD |
| 131 | SHAREit [year four, 2 nd quarter] | Software | 39 months after SSD |
| 132 | SHAREit Size & volume [year four, 2 nd quarter] | Software | 39 months after SSD |
| 133 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 2 nd quarter] | Software | 39 months after SSD |
| 134 | Enhanced ILS Support for OCLC and SIP2 [year four, 2 nd quarter] | Software | 39 months after SSD |
| 135 | System Support and Maintenance [year four, 2 nd quarter] | Software | 39 months after SSD |

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| 136 | System Hosting [year four, 2 nd quarter] | Software | 39 months after SSD |
| 137 | Union Database [year four, 3rd quarter] | Software | 42 months after SSD |
| 138 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 3rd quarter] | Software | 42 months after SSD |
| 139 | SHAREit [year four, 3rd quarter] | Software | 42 months after SSD |
| 140 | SHAREit Size & volume [year four, 3rd quarter] | Software | 42 months after SSD |
| 141 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 3rd quarter] | Software | 42 months after SSD |
| 142 | Enhanced ILS Support for OCLC and SIP2 [year four, 3rd quarter] | Software | 42 months after SSD |
| 143 | System Support and Maintenance [year four, 3rd quarter] | Software | 42 months after SSD |
| 144 | System Hosting [year four, 3rd quarter] | Software | 42 months after SSD |
| 145 | Union Database [year four, 4th quarter] | Software | 45 months after SSD |
| 146 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 4th quarter] | Software | 45 months after SSD |
| 147 | SHAREit [year four, 4th quarter] | Software | 45 months after SSD |
| 148 | SHAREit Size & volume [year four, 4th quarter] | Software | 45 months after SSD |
| 149 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 4th quarter] | Software | 45 months after SSD |
| 150 | Enhanced ILS Support for OCLC and SIP2 [year four, 4th quarter] | Software | 45 months after SSD |
| 151 | System Support and Maintenance [year four, 4th quarter] | Software | 45 months after SSD |
| 152 | System Hosting [year four, 4th quarter] | Software | 45 months after SSD |

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PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract for an initial term that will begin on the Effective Date and extend for four years through June 30, 2023. The Term may be extended for up to two additional three-year Terms ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended Term, up to but not beyond June 30, 2029. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the payment schedule table below.

Table 1.1 Payment Schedule

Dates are counted from CSD (contract signing date) or SSD (services start date)

| | Activity, Deliverable, or Milestone | Projected Delivery Date | Price |
|--|--|--------------------------------------|---------|
| PLANNING AND PROJECT MANAGEMENT | | | |
| 1 | Conduct Project Kickoff Meeting | 7 days after CSD | 0 |
| 2 | Project Status Reports | 14 days after CSD, then weekly | 0 |
| 3 | Work Plan | 14 days after CSD | 0 |
| 4 | Security Plan | 21 days after CSD | 0 |
| 5 | Testing Plan | 14 days after CSD | 0 |
| 6 | Data Migration Plan | 14 days after CSD | 0 |
| 7 | Training Plan | 21 days after CSD | 0 |
| 8 | End User Support Plan | 21 days after CSD | 0 |
| TESTING | | | |
| 9 | Conduct User Acceptance Testing | 21 days after CSD | 0 |
| 10 | Perform Production Tests | 28 days after CSD | 0 |
| 11 | Conduct System Performance (Load/Stress) Testing | 28 days after CSD | 0 |
| SYSTEM CONFIGURATION AND LAUNCH | | | |
| 12 | Provide Tools for Backup and Recovery of all Applications and Data if needed | Beginning as soon as data is loaded. | 0 |
| 13 | Conduct Training (3 days, on-site) | 5-11 weeks after CSD | \$7,200 |
| 14 | Conduct Training (4 days, on-site) | 11-15 weeks after CSD | 0 |

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|--|--|--|----------|
| 15 | Cutover to New Solution | 12 weeks after CSD | 0 |
| 16 | Provide Documentation as specified in Exhibit H - Requirements. | 21 days after CSD | 0 |
| 17 | Implement SHAREit for up to 265 NHAIS libraries (approximately 9 days of work) | 45 days after SSD | \$18,000 |
| 18 | Create participant records for up to 265 NHAIS libraries | 30 days after CSD [bill initial batch of completed libraries at 30 days then for newly completed libraries each month at \$100 each] | \$26,500 |
| 19 | Build Union Database for all NHAIS libraries identified as Union Catalog Participants | First batch 30 days after CSD; Remainder 60 days after CSD | \$10,800 |
| 20 | Configure Z39.50 targets for all NHAIS libraries identified as Virtual Participants | First batch 30 days after CSD; Remainder 60 days after CSD [bill initial batch of completed libraries at 30 days then for newly completed libraries each month at \$400 each] | \$48,400 |
| 21 | Configure OCLC WMS participants | First batch 30 days after CSD; Remainder 60 days after CSD [bill initial batch of completed libraries at 30 days then for newly completed libraries each month at \$1800 each] | \$1,800 |
| 22 | Configure SIP2 connections for all systems used by NHAIS libraries identified as Virtual Participants (up to 12 systems) | Approximately 30 days after CSD [bill initial batch of completed systems at 30 days then for newly completed systems each month at \$1800 each] | \$21,600 |
| 23 | OCLC Number UDB Index/Filter and Z39.50 Filter IF IT IS DETERMINED BY THE STATE THAT THIS ENHANCEMENT IS NEEDED | 75 days from written notice that it is needed (following SSD) | \$13,750 |
| OPERATIONS, SOFTWARE, AND HOSTING | | | |
| 24 | Conduct Implementation Wrap-up Meeting | Approximately 12 weeks after SSD | 0 |
| 25 | Union Database [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$6,375 |
| 26 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$9,281 |
| 27 | SHAREit [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$15,625 |

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| 28 | SHAREit Size & volume [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$9,950 |
| 29 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$6,250 |
| 30 | Enhanced ILS Support for OCLC and SIP2 [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$5,250 |
| 31 | System Support and Maintenance [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$10,400 |
| 32 | System Hosting [year one, 1 st quarter] | On SSD (1 st of month following CSD) | \$4,750 |
| 33 | Union Database [year one, 2 nd quarter] | 3 months after SSD | \$6,375 |
| 34 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 2 nd quarter] | 3 months after SSD | \$9,281 |
| 35 | SHAREit [year one, 2 nd quarter] | 3 months after SSD | \$15,625 |
| 36 | SHAREit Size & volume [year one, 2 nd quarter] | 3 months after SSD | \$9,950 |
| 37 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 2 nd quarter] | 3 months after SSD | \$6,250 |
| 38 | Enhanced ILS Support for OCLC and SIP2 [year one, 2 nd quarter] | 3 months after SSD | \$5,250 |
| 39 | System Support and Maintenance [year one, 2 nd quarter] | 3 months after SSD | \$10,400 |
| 40 | System Hosting [year one, 2 nd quarter] | 3 months after SSD | \$4,750 |
| 41 | Union Database [year one, 3 rd quarter] | 6 months after SSD | \$6,375 |
| 42 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 3 rd quarter] | 6 months after SSD | \$9,281 |
| 43 | SHAREit [year one, 3 rd quarter] | 6 months after SSD | \$15,625 |
| 44 | SHAREit Size & volume [year one, 3 rd quarter] | 6 months after SSD | \$9,950 |
| 45 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 3 rd quarter] | 6 months after SSD | \$6,250 |
| 46 | Enhanced ILS Support for OCLC and SIP2 [year one, 3 rd quarter] | 6 months after SSD | \$5,250 |
| 47 | System Support and Maintenance [year one, 3 rd quarter] | 6 months after SSD | \$10,400 |
| 48 | System Hosting [year one, 3 rd quarter] | 6 months after SSD | \$4,750 |
| 49 | Union Database [year one, 4 th quarter] | 9 months after SSD | \$6,375 |
| 50 | Virtual Database Z39.50 modules (virtual and shelf status) [year one, 4 th quarter] | 9 months after SSD | \$9,281 |

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|----|--|---------------------|-------------|
| 51 | SHAREit [year one, 4th quarter] | 9 months after SSD | \$15,625 |
| 52 | SHAREit Size & volume [year one, 4th quarter] | 9 months after SSD | \$9,950 |
| 53 | ISO ILL, Copy Cataloging & Holding Maintenance [year one, 4th quarter] | 9 months after SSD | \$6,250 |
| 54 | Enhanced ILS Support for OCLC and SIP2 [year one, 4th quarter] | 9 months after SSD | \$5,250 |
| 55 | System Support and Maintenance [year one, 4th quarter] | 9 months after SSD | \$10,400 |
| 56 | System Hosting [year one, 4th quarter] | 9 months after SSD | \$4,750 |
| 57 | Union Database [year two, 1 st quarter] | 12 months after SSD | \$6,502.50 |
| 58 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 1 st quarter] | 12 months after SSD | \$9,467 |
| 59 | SHAREit [year two, 1 st quarter] | 12 months after SSD | \$15,937.50 |
| 60 | SHAREit Size & volume [year two, 1 st quarter] | 12 months after SSD | \$10,149 |
| 61 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 1 st quarter] | 12 months after SSD | \$6,375 |
| 62 | Enhanced ILS Support for OCLC and SIP2 [year two, 1 st quarter] | 12 months after SSD | \$5,355 |
| 63 | System Support and Maintenance [year two, 1 st quarter] | 12 months after SSD | \$10,608 |
| 64 | System Hosting [year two, 1 st quarter] | 12 months after SSD | \$4,845 |
| 65 | Union Database [year two, 2 nd quarter] | 15 months after SSD | \$6,502.50 |
| 66 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 2 nd quarter] | 15 months after SSD | \$9,467 |
| 67 | SHAREit [year two, 2 nd quarter] | 15 months after SSD | \$15,937.50 |
| 68 | SHAREit Size & volume [year two, 2 nd quarter] | 15 months after SSD | \$10,149 |
| 69 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 2 nd quarter] | 15 months after SSD | \$6,375 |
| 70 | Enhanced ILS Support for OCLC and SIP2 [year two, 2 nd quarter] | 15 months after SSD | \$5,355 |
| 71 | System Support and Maintenance [year two, 2 nd quarter] | 15 months after SSD | \$10,608 |
| 72 | System Hosting [year two, 2 nd quarter] | 15 months after SSD | \$4,845 |
| 73 | Union Database [year two, 3 rd quarter] | 18 months after SSD | \$6,502.50 |
| 74 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 3 rd quarter] | 18 months after SSD | \$9,467 |

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|----|--|---------------------|-------------|
| | 3rd quarter] | | |
| 75 | SHAREit [year two, 3rd quarter] | 18 months after SSD | \$15,937.50 |
| 76 | SHAREit Size & volume [year two, 3rd quarter] | 18 months after SSD | \$10,149 |
| 77 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 3rd quarter] | 18 months after SSD | \$6,375 |
| 78 | Enhanced ILS Support for OCLC and SIP2 [year two, 3rd quarter] | 18 months after SSD | \$5,355 |
| 79 | System Support and Maintenance [year two, 3rd quarter] | 18 months after SSD | \$10,608 |
| 80 | System Hosting [year two, 3rd quarter] | 18 months after SSD | \$4,845 |
| 81 | Union Database [year two, 4th quarter] | 21 months after SSD | \$6,502.50 |
| 82 | Virtual Database Z39.50 modules (virtual and shelf status) [year two, 4th quarter] | 21 months after SSD | \$9,467 |
| 83 | SHAREit [year two, 4th quarter] | 21 months after SSD | \$15,937.50 |
| 84 | SHAREit Size & volume [year two, 4th quarter] | 21 months after SSD | \$10,149 |
| 85 | ISO ILL, Copy Cataloging & Holding Maintenance [year two, 4th quarter] | 21 months after SSD | \$6,375 |
| 86 | Enhanced ILS Support for OCLC and SIP2 [year two, 4th quarter] | 21 months after SSD | \$5,355 |
| 87 | System Support and Maintenance [year two, 4th quarter] | 21 months after SSD | \$10,608 |
| 88 | System Hosting [year two, 4th quarter] | 21 months after SSD | \$4,845 |
| 89 | Union Database [year three, 1 st quarter] | 24 months after SSD | \$6,633 |
| 90 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 1 st quarter] | 24 months after SSD | \$9,656 |
| 91 | SHAREit [year three, 1 st quarter] | 24 months after SSD | \$16,256 |
| 92 | SHAREit Size & volume [year three, 1 st quarter] | 24 months after SSD | \$10,352 |
| 93 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 1 st quarter] | 24 months after SSD | \$6,502.50 |
| 94 | Enhanced ILS Support for OCLC and SIP2 [year three, 1 st quarter] | 24 months after SSD | \$5,462 |
| 95 | System Support and Maintenance [year three, 1 st quarter] | 24 months after SSD | \$10,820 |
| 96 | System Hosting [year three, 1 st quarter] | 24 months after SSD | \$4,942 |
| 97 | Union Database [year three, 2nd quarter] | 27 months after SSD | \$6,633 |

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| | | | |
|-----|--|---------------------|------------|
| 98 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 2 nd quarter] | 27 months after SSD | \$9,656 |
| 99 | SHAREit [year three, 2 nd quarter] | 27 months after SSD | \$16,256 |
| 100 | SHAREit Size & volume [year three, 2 nd quarter] | 27 months after SSD | \$10,352 |
| 101 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 2 nd quarter] | 27 months after SSD | \$6,502.50 |
| 102 | Enhanced ILS Support for OCLC and SIP2 [year three, 2 nd quarter] | 27 months after SSD | \$5,462 |
| 103 | System Support and Maintenance [year three, 2 nd quarter] | 27 months after SSD | \$10,820 |
| 104 | System Hosting [year three, 2 nd quarter] | 27 months after SSD | \$4,942 |
| 105 | Union Database [year three, 3 rd quarter] | 30 months after SSD | \$6,633 |
| 106 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 3 rd quarter] | 30 months after SSD | \$9,656 |
| 107 | SHAREit [year three, 3 rd quarter] | 30 months after SSD | \$16,256 |
| 108 | SHAREit Size & volume [year three, 3 rd quarter] | 30 months after SSD | \$10,352 |
| 109 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 3 rd quarter] | 30 months after SSD | \$6,502.50 |
| 110 | Enhanced ILS Support for OCLC and SIP2 [year three, 3 rd quarter] | 30 months after SSD | \$5,462 |
| 111 | System Support and Maintenance [year three, 3 rd quarter] | 30 months after SSD | \$10,820 |
| 112 | System Hosting [year three, 3 rd quarter] | 30 months after SSD | \$4,942 |
| 113 | Union Database [year three, 4 th quarter] | 33 months after SSD | \$6,633 |
| 114 | Virtual Database Z39.50 modules (virtual and shelf status) [year three, 4 th quarter] | 33 months after SSD | \$9,656 |
| 115 | SHAREit [year three, 4 th quarter] | 33 months after SSD | \$16,256 |
| 116 | SHAREit Size & volume [year three, 4 th quarter] | 33 months after SSD | \$10,352 |
| 117 | ISO ILL, Copy Cataloging & Holding Maintenance [year three, 4 th quarter] | 33 months after SSD | \$6,502.50 |
| 118 | Enhanced ILS Support for OCLC and SIP2 [year three, 4 th quarter] | 33 months after SSD | \$5,462 |
| 119 | System Support and Maintenance [year three, 4 th quarter] | 33 months after SSD | \$10,820 |
| 120 | System Hosting [year three, 4 th quarter] | 33 months after SSD | \$4,942 |

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| | | | |
|-----|---|---------------------|------------|
| 121 | Union Database [year four, 1 st quarter] | 36 months after SSD | \$6,765 |
| 122 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 1 st quarter] | 36 months after SSD | \$9,849 |
| 123 | SHAREit [year four, 1 st quarter] | 36 months after SSD | \$16,581 |
| 124 | SHAREit Size & volume [year four, 1 st quarter] | 36 months after SSD | \$10,559 |
| 125 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 1 st quarter] | 36 months after SSD | \$6,632.50 |
| 126 | Enhanced ILS Support for OCLC and SIP2 [year four, 1 st quarter] | 36 months after SSD | \$5,571 |
| 127 | System Support and Maintenance [year four, 1 st quarter] | 36 months after SSD | \$11,036 |
| 128 | System Hosting [year four, 1 st quarter] | 36 months after SSD | \$5,041 |
| 129 | Union Database [year four, 2 nd quarter] | 39 months after SSD | \$6,765 |
| 130 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 2 nd quarter] | 39 months after SSD | \$9,849 |
| 131 | SHAREit [year four, 2 nd quarter] | 39 months after SSD | \$16,581 |
| 132 | SHAREit Size & volume [year four, 2 nd quarter] | 39 months after SSD | \$10,559 |
| 133 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 2 nd quarter] | 39 months after SSD | \$6,632.50 |
| 134 | Enhanced ILS Support for OCLC and SIP2 [year four, 2 nd quarter] | 39 months after SSD | \$5,571 |
| 135 | System Support and Maintenance [year four, 2 nd quarter] | 39 months after SSD | \$11,036 |
| 136 | System Hosting [year four, 2 nd quarter] | 39 months after SSD | \$5,041 |
| 137 | Union Database [year four, 3 rd quarter] | 42 months after SSD | \$6,765 |
| 138 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 3 rd quarter] | 42 months after SSD | \$9,849 |
| 139 | SHAREit [year four, 3 rd quarter] | 42 months after SSD | \$16,581 |
| 140 | SHAREit Size & volume [year four, 3 rd quarter] | 42 months after SSD | \$10,559 |
| 141 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 3 rd quarter] | 42 months after SSD | \$6,632.50 |
| 142 | Enhanced ILS Support for OCLC and SIP2 [year four, 3 rd quarter] | 42 months after SSD | \$5,571 |
| 143 | System Support and Maintenance [year four, 3 rd quarter] | 42 months after SSD | \$11,036 |

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| | | | |
|-----|---|---------------------|------------|
| 144 | System Hosting [year four, 3rd quarter] | 42 months after SSD | \$5,041 |
| 145 | Union Database [year four, 4th quarter] | 45 months after SSD | \$6,765 |
| 146 | Virtual Database Z39.50 modules (virtual and shelf status) [year four, 4th quarter] | 45 months after SSD | \$9,849 |
| 147 | SHAREit [year four, 4th quarter] | 45 months after SSD | \$16,581 |
| 148 | SHAREit Size & volume [year four, 4th quarter] | 45 months after SSD | \$10,559 |
| 149 | ISO ILL, Copy Cataloging & Holding Maintenance [year four, 4th quarter] | 45 months after SSD | \$6,632.50 |
| 150 | Enhanced ILS Support for OCLC and SIP2 [year four, 4th quarter] | 45 months after SSD | \$5,571 |
| 151 | System Support and Maintenance [year four, 4th quarter] | 45 months after SSD | \$11,036 |
| 152 | System Hosting [year four, 4th quarter] | 45 months after SSD | \$5,041 |

1.2 Future Vendor Rates Worksheet

The State may request additional Services beyond the Deliverables defined in this Contract from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.2: Future Vendor Rates Worksheet

| Position Title | SFY 2019 | SFY 2020 | SFY 2021 | SFY 2022 |
|------------------|----------|----------|----------|----------|
| Project Manager | \$80/hr | \$82/hr | \$84/hr | \$86/hr |
| Customer Service | \$80/hr | \$82/hr | \$84/hr | \$86/hr |
| Product Manager | \$100/hr | \$102/hr | \$104/hr | \$106/hr |
| Programmer | \$150/hr | \$153/hr | \$156/hr | \$159/hr |
| IT Department | \$150/hr | \$153/hr | \$156/hr | \$159/hr |
| Total | \$560/hr | \$572/hr | \$584/hr | \$596/hr |

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total

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Contract price shall be the only and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

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

3. INVOICING

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

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to the Project Manager:

Mary Russell
State Library
20 Park Street
Concord, NH 03301

4. PAYMENT ADDRESS

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

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

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SPECIAL PROVISIONS

Use the special provision section to show appropriate changes to the terms outlined in the General Provisions.

One change has been made to the P-37:

Section 9.1 becomes "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 provided to the vendor by the State, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished."

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ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

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

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor 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*.

The Contractor 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. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract

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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. The Contractor 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 the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

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

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IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

The State sees a Work Plan as essential to reaching a comprehensive Agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.

The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following to be included in the Work Plan:

Kick-off Meeting: Participants will include Vendor Key Project Staff and State Project Managers from both the New Hampshire State Library and the Department of Information Technology. This meeting will enable Project Managers to become acquainted and establish any preliminary Project procedures so as to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include, at a minimum, Contracted Vendor's Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on Schedule and within budget and will include a review of the Work Plan. After each meeting a written summary including the status of outstanding issues and action items for addressing them will be created by the Vendor and emailed to the State Project Manager within 1.(one) business day of the meeting.

Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues. Please include in your plan a description of how and by whom these meetings will be arranged if needed.

Implementation Wrap-up Meeting: Participants will include Project Managers from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider and on clarifying the distribution of responsibility for specific support and maintenance tasks going forward.

The State expects the Contractor to prepare agendas for and minutes of meetings. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State.

Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- Project status as it relates to Work Plan
- Deliverable status
- Accomplishments during weeks being reported
- Planned activities for the upcoming two (2) week period
- Future activities

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- Issues and concerns requiring resolution
- Report and remedies in case of falling behind Schedule

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

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

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

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

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

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

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PART 3 - EXHIBIT F
TESTING SERVICES

The Contractor shall provide the following products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

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

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

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System integration tests, conversion tests, Data load tests, installation tests, Regression tests, performance tuning and stress tests, security review and tests, and support of the State during User Acceptance Test and Implementation.

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

1.1 Test Planning and Preparation

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

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

The State will commence its testing **within five (5) business days of receiving** Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

1.2 System Integration Testing

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

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

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

1.3 Load Validation Testing

In load validation testing, target application functions are validated.

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| Activity Description | The load validation test should replicate the entire flow of the loaded data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the data through these interface points performs correctly. |
| Contractor Team Responsibilities | For data and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results. |
| State Responsibilities | Extract and cleanse, if necessary, the legacy data to be loaded. |
| Work Product Description | The load validation test indicates that all data is present and accurate. |

1.4 Installation Testing

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

1.5 User Acceptance Testing (UAT)

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

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

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery.

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

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

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| Activity Description | The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes. |
| Contractor Team Responsibilities | <ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of tests for the Acceptance Test. • Monitor the execution of the tests and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution. |
| State Responsibilities | <ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of Data for use during the User Acceptance Test. • Validate the User Acceptance Test environment. |

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| | <ul style="list-style-type: none"> • Execute the tests and conduct User Acceptance Test activities. • Document and summarize User Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems. |
| Work Product Description | The Deliverable for User Acceptance Tests is the User Acceptance Test results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan. |

1.6 Performance Tuning and Stress Testing

The Contractor shall develop and document hardware and Software configuration and tuning of the Interlibrary Loan Solution software infrastructure as well as assist and direct the State's System Administrators in configuring and tuning the infrastructure to support the software throughout the Project.

1.7 Scope

The scope of performance testing shall be to measure the System level metrics critical for the development of the applications' infrastructure and operation of the applications in the production environment.

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

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

1.7.1 Test Types

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

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

1.7.2 Tuning

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

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1.8 Regression Testing

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

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

1.9 Security Review and Testing

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests and application vulnerability scanning.

| Service Component | Defines the set of capabilities that: |
|-----------------------------------|---|
| Identification and Authentication | Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users |
| Access Control | Supports the management of permissions for logging onto a computer or network |
| Encryption | Supports the encoding of data for security purposes |
| Intrusion Detection | Supports the detection of illegal entrance into a computer system |
| Verification | Supports the confirmation of authority to enter a computer system, application or network |
| Digital Signature | Guarantees the unaltered state of a file |
| User Management | Supports the administration of computer, application and network accounts within an organization. |
| Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network |
| Audit Trail Capture and Analysis | Supports the identification and monitoring of activities within an application or system |

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| Input Validation | Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server. |
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Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.

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

1.10 Penetration Testing (Non-PCI Environment)

Contractor's Software and System environment has undergone vulnerability scanning in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). Contractor agrees to perform such scans quarterly and after major upgrades to the Software or Systems. The software currently used by Contractor for such testing is OpenVAS. Contractor agrees that if it changes such software, any replacement software shall have features comparable to such software.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the Contract end date.

1.1. Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1. Maintenance Releases

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

1.1.2. Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State Information Technology practices.

2. SYSTEM SUPPORT

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

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

Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State during Business Hours with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) Business Hours of a request;

Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during Business Hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

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3. SUPPORT OBLIGATIONS AND TERM

- 3.1. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and requirements of the Contract;
- 3.2. The Vendor shall maintain a record of the activities related to Warranty Services repair or maintenance activities performed for the State;
- 3.3. For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - Nature of the Deficiency;
 - Current status of the Deficiency;
 - Action plans, dates, and times;
 - Expected and actual completion time;
 - Deficiency resolution information;
 - Resolved by whom;
 - Identifying number, i.e., work order number; and
 - Issue identified by whom.
- 3.4. The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5. If the Vendor fails to correct a Deficiency within the allotted period of time stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to *RFP Appendix H: State of New Hampshire Terms and Conditions - Section H-25.14.1: Termination for Default*, and the State shall have the right, at its option, to pursue the remedies in H-25.14: *Termination*, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

4. SUPPORT DETAILS

- 4.1. The Union Database Software Deliverable includes support for storage and maintenance of the physical MARC records stored with items in SHAREit. These ongoing services include review of incoming quality of MARC data, creation of local item/holdings records, input/deduplication into the physical union database along with physical support of the resulting MARC database for searching and resource sharing as an item is requested by the SHAREit ILL manager.
- 4.2. The Virtual Database Software Deliverable includes federated search and indexing of Z39.50 targets/libraries selected for use in the SHAREit system. This database allows for all the virtual targets to be searched in a federated manner (all at once) and the resulting search hits are

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MAINTENANCE AND SUPPORT SERVICES

deduplicated using algorithms.

- 4.3. The SHAREit Software Deliverable is the ILL management, search discovery, ILL statistics, UX admin and ILL administration module. It provides the core Services/Software for the day to day management of the ILL system. This also includes the directory of all active ILL members and their respective ILL policies. This Deliverable includes:
- ILL Admin
 - UX Admin
 - Statistics
 - PAC Admin
 - User Admin
 - CAT Admin
 - Documentation
- 4.4. SHAREit size and volume Software Deliverable is an annual service and is for the ILL volume, number of ILL members in the system. This is a unit aspect of the system based on volume of ILL activity.
- 4.5. The ISO ILL, Copy Cataloging & Holdings Maintenance Software Deliverable includes the use of ISO 10160/1061 ILL standard for transfer of ILL request to ISO based systems (OCLC World CAT for example), ability to download MARC records from the physical Union Database systems for loading to local ILS systems and ability to maintain the physical Union Database using a web-based interface.
- 4.6. System Support and Maintenance includes all Information Technology and Information Systems support of the Software, updates to Software (enhancements), bug fixes, and phone/e-mail support for approved members of the State of New Hampshire System.
- 4.7. System Hosting includes all operating system, hardware, communication and security in hosting the SHAREit system and database at Contractor's cloud-based facility. This includes 24x7 monitoring of all systems for failure, speed and other metrics ensuring a 99.97% uptime for services.
- 4.8. One-on-one help is available to NHSL staff and NHAIS members referred by NHSL staff from the Auto-Graphics HelpDesk, via phone, email and Auto-Graphics ticketing system.
- 4.9. Online tutorials about specific modules/functions are available from within SHAREit's documentation module which is accessible to NHAIS member libraries.
- 4.10. Within Auto-Graphics SHAREit system dashboard there is a tab for Documentation which includes training videos, user guides, bulletins, and utilities and downloads which are available to all staff.
- 4.11. Auto-Graphics will share all resources that are used during training sessions they conduct (agenda, handouts, manuals, or work with them via a webinar) with NHSL in electronic format so

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they can be used by NHSL to create customized resources for New Hampshire users.

- 4.12. The NHSL will be able to maintain 4 (four) user accounts (member libraries) in the Solution to use for training, testing, and demonstrations. These additional accounts can be added at no additional cost.

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Part 3 - EXHIBIT H
REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within with the following changes.

B1.10 Search results in Discovery interface must be sortable by date, title, author, format and relevance.

Contractor will provide results sorted by relevance, title, author, and date. Facets will be used to control how results are displayed by format.

B1.31 ILL Solution should provide transaction statistics by format and call number for each NHAIS library directly through the proposed solution.

Statistics by format and call number specifically can be obtained upon request, are not available directly through the proposed solution.

B1.35 All functionality related to holdings maintenance by NHAIS libraries should be web based. The Contractor's Solution requires that a software driver is downloaded once by each user. Once the driver is downloaded, the entire workflow for holdings maintenance is performed in browser.

B1.38 Proposed Solution must provide a mechanism for NHAIS libraries to download full MARC records for local use.

The Contractor's Solution includes this, except that records originating in a WMS/OCLC ILS system may not be downloaded through the solution. Other OCLC records, such as those in our Union Catalog, may be downloaded by authorized NHAIS users through the Contractor's proposed Solution.

B1.44 Proposed Solution should allow NHSL staff to create new indexes. New indexes can be created by the Contractor upon request. NHSL staff cannot create new indexes themselves. Creation of such indexes does not incur additional charges.

B1.47 Proposed Solution must provide a mechanism for NHSL staff to view and edit recently loaded MARC records of a specified record status.

The Contractor's proposed Solution does not include a mechanism for NHSL staff to view and edit recently loaded MARC records of a specified record status.

B1.50 Proposed Solution must provide a mechanism to generate reports of holdings for a specific NHAIS library or group of libraries including local call numbers present in the item data.

Reports including local call numbers can be obtained upon request but are not available directly through the Contractor's proposed Solution.

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B1.50 Proposed Solution should allow generated holdings reports to be sorted by title, author, or local call number.

Reports including local call numbers can be obtained upon request but are not available directly through the Contractor's proposed Solution so sorting by call number of locally generated reports is not an option in the Contractor's proposed Solution.

B2.4 Online training resources on the use of the System by the public should be available.

These resources are not included in the Contractor's proposed Solution. Contractor will provide standard patron-oriented Documentation if needed.

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PART 3 - EXHIBIT I
WORK PLAN

The Contractor's Project Manager and the State Project Manager shall finalize the Work Plan for Implementation within 14 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

In conjunction with the Contractor's Project management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan to support the ongoing management of the Project.

1. GENERAL ASSUMPTIONS

- 1.1. The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal.
- 1.2. All State tasks must be performed in accordance with the Work Plan.
- 1.3. 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.
- 1.4. 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 CCP.
- 1.5. The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

2. PROJECT MANAGEMENT

- 2.1. The State shall approve the Project management methodology used for the Project.
- 2.2. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- 2.3. The Contractor assumes that an alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

3. DATA LOADING

- 3.1. The Contractor's team shall lead the State with the mapping of the legacy Data to the Contractor's applications.
- 3.2. Additionally, the Contractor's team shall:
 - Provide the State with Contractor's application Data requirements and examples of Data mappings, conversion scripts, and Data loaders.

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WORK PLAN

- Provide guidance and assistance with the use of the Data loaders and any conversion scripts provided.
- Lead the review of functional and technical Specifications.
- Assist with the resolution of problems and issues associated with the development and Implementation of the data loading and any needed conversions.

4. PROJECT SCHEDULE

Deployment is planned to begin 7 days after Effective Date with a planned go-live date of 12 weeks after Effective Date.

5. REPORTING

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

6. USER TRAINING

- 6.1. The Contractor's team shall lead the development of the end-user training plan.
- 6.2. A combination of direct end-user training and train the trainer shall be used for the delivery of end-user training.
- 6.3. The State is responsible for the delivery of end-user training after the contracted training days.

7. PERFORMANCE AND SECURITY TESTING

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

8. ROLES AND RESPONSIBILITIES

8.1. Contractor Team Roles and Responsibilities

8.1.1. Contractor Team Project Executive

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

8.1.2. Contractor Team Project Manager

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

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

8.1.3. Contractor Team Analysis

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

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

8.1.4. Contractor Team Tasks

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical specifications;
- Development and Documentation of installation procedures; and

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- Unit testing of interfaces developed; and
System Integration Testing.

8.2. 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.

8.2.1.State Project Manager

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

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

8.2.2.State Business Process Owners

The role of the State business process owners is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the State business process owners include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and Data;
- Assist in System integration, and Acceptance Testing;
- Assist in performing Data load and integration testing and Data verification;

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

8.2.3.State IT Manager

The State IT Manager will serve as the liaison between the project and the NH Department of Information Technology and will work with the State Project Manager to ensure appropriate execution of the Contract. Responsibilities of the State IT Manager include the following:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Attend Weekly Project Meetings as necessary to support the Project.

8.2.4.State User Acceptance Testing Team

The State's User Acceptance Testing team will be comprised of the Business Process owners and will be responsible for carrying out and completing UAT testing activities. Responsibilities include:

- Assist the Contractor Project Manager in the development of a detailed Test Plan;
- Coordinating system, integration, performance, and Acceptance Tests;
- Coordinating the State's team and external third parties' involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution;
- Tracking Deficiencies through resolution.

9. PRELIMINARY WORK PLAN

Auto-Graphics believes that an 8-week window will provide an optimum time frame to work with local staff, review current practices, review data profiles and current data, migrate, train, and have staff begin working with the product. Auto-Graphics has dealt with a wide variety of scenarios that can affect the schedule, but this length of time will provide enough leeway when variance may occur. Availability of local staff, reasonable access to local data, and some assistance from the current vendor are helpful and will affect the overall schedule. The first phase of the schedule will focus on a review of current practices, draft ILL policies, identifying local needs and other key information that sets the stage for the initial configuration of SHAREit. This involves creation of a test union catalog to review data processing needs, identification of local and consortium ILL policies, and scheduled meetings to understand the expectations of library staff.

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The second phase will involve working with the current data, input of ILL policies, processing of local data into the union catalog, configuring z39.50 catalogs, and extensive data testing to ensure that the migration of data is complete.

The final phase involves training and system acceptance and includes time to train a large group of libraries not necessarily centrally located. Auto-Graphics believes that an eight-week approach provides the timeframe for a complete migration to SHAREit.

Auto-Graphics brings a wide variety of experience which would provide suggestions for alternative workflows and procedures that would facilitate a smooth implementation.

Acceptance testing is segmented into distinct major areas of the delivered product:

1. Union Database - Auto-Graphics will assign a Project Manager who is responsible to review the merge algorithm batch processing for conformity to NHAIS standards. After the database is built, Auto-Graphics' Project Manager will bring online the base union database and allow NHAIS-assigned staff to review merge characteristics, best record used as base record, all statistics gathered during the batch process, and other statistical and demonstrable methods to interrogate the formed deduped database for quality and uniformity. Auto-Graphics will build a matrix that is provided prior to the formation of the database which is the agreed-upon criteria. This matrix will serve as the acceptance testing basis for approval, non-approval or re-test. The following tasks fall into this process:

- Compile list of database participants - NHAIS
- Data Extraction Template (fields necessary, etc.) – Auto-Graphics
- Extract Data from ILS systems - NHAIS/Member library
- Data processing/handling – Auto-Graphics
- Data analysis/review – Auto-Graphics
- DB index/preparation – Auto-Graphics
- Data review – NHAIS/ Auto-Graphics
- Approval – NHAIS

A separate FTP URL with credentials will be provided which will be used for the uploading of ILS system files for processing in the union database

The record processing process for local ILS Data and exact value setting for maintaining quality control in the union database will be discussed during implementation planning.

2. Z39.50 catalogs. NHAIS member libraries will be asked to complete a basic Z39.50 form that Auto-Graphics will provide and expect NHAIS to help get the libraries to fill out. When these are filled out, Auto-Graphics staff will configure SHAREit for search and initial mapping of the holdings and will aid in setting up the policies and related System settings for each library.

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3. SIP2 Connection. Any libraries that wish to provide enhanced functionality of patron authentication can do so through the use of a SIP2 connection. As part of the configuration process, Auto-Graphics staff will work with NHAIS and the member libraries to configure SIP2. The implementation of SIP2 can be done at any time during the process, at implementation, or at a later date. Libraries may wish to implement SIP2 connectivity and patron authentication for patron-initiated ILL as we begin the project, or at a later date.

4. Base ILL statewide configuration - Auto-Graphics staff will be assigned to create individual member profiles which entail a wide variety of participating library criteria (Participant Records). These include, but are not limited to, days of operation, holidays, and lending rules. Auto-Graphics staff will enter default settings for each member library and the base system will be complete. At this point, Auto-Graphics Product Managers, Project Managers, support/training and management will provide the base ILL system composed of the physical union catalog and the configured Z39.50 targets. Then the Auto-Graphics team will provide NHSL staff, and/or individuals NHSL designates, full access and the UAT team will take ILL from beginning to end for a wide variety of situations using live data and configurations. NHSL at this juncture can approve, not approve, or re-test the environment. The following tasks fall into this process:

- Provide participant profiles (Participant Records) – Auto-Graphics
- Complete profiles – NHAIS and/or Member libraries
- Enter profile default settings – Auto-Graphics
- Build base SHAREit core system – Auto-Graphics
- Test core system - software/indexes/bandwidth/operating system/DB structure – Auto-Graphics
- Review base SHAREit system – physical union catalog/Z-targets – NHAIS Services/ Auto-Graphics
- Enter/modify profile data – NHAIS Services and/or NHAIS member libraries

These two distinct methods form the premise for all end-to-end testing of the statewide/consortial ILL System known as SHAREit.

All Software Documentation is available throughout the planning, testing, and production process.

The product has gone through extensive usability testing in the context of patron/staff along with device type. This testing used various software and expert staff to ensure that at each level and user type the System would function within design structure. The results of the usability testing are integrated into the sprint process which involves a monthly update to the base software. The changes based on usability testing are the basis for user stories that address the deficiency or change necessary to improve the product.

Auto-Graphics understands that the RFP discusses the need for a test environment. Auto-Graphics can address this through our use of Q/A environments that will be made available to you throughout the life of the contract. The need for a specific test environment is something that the Integrated Library Systems

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field used, but we feel that we more than address that need through our use of demonstration and Q/A environments (sandboxes) that allow the state of New Hampshire the ability to feel comfortable with a future release and how it relates to your configurations and Data.

Work Plan Meetings will be scheduled weekly with the first meeting occurring the first week after the Effective Date.

NHAIS Services/Auto-Graphics Kick-off Call Duration 90 minutes first week following Effective Date.

Sample Agenda

- NHAIS working group introductions/roles
- Auto-Graphics introduction to team/roles – Paul Cope
 - a. Albert Flores – VP Sales. SHAREit Sales person.
 - b. Chuck Felten – Director of Customer Service. Overall program coordination, customer service, training and implementation fall under Chuck.
 - c. Alexandra Winzeler will work as the Project Lead with NHAIS staff on technical issues, specifically on Change Orders and technical issues that may come up. Alexandra will provide customer liaison with development team.
 - d. Ruth Castillo – NHAIS Implementation Manager. Ruth will be working with NHAIS staff on basic implementation of the Software, configuration of the libraries. She is the Project Manager for the technical components of the System and configuration.
 - e. Jessi Curley – Customer Service Manager. Jessi will be handling the meeting notes and coordinating all the Implementation Change Orders for the Implementation of the NHAIS member libraries. She will be assisting with training and support.
 - f. Debbie Hensler – Product Manager for Customer Services. Debbie will be working with Ruth on training both during System configuration and during the actual training sessions. She will provide support of Documentation or training guides that may be needed or developed.
 - g. Jennifer Mason – Accounting, Contracts and Invoicing. Jennifer will be sending the actual invoices and Change Orders as may be needed.
 - h. Paul Cope – President. Can help address any Contract questions. Available any time there is a need to escalate an issue.
- Review Project Definition
 - a. Union Catalog members, size, and processing plan
 - b. Virtual Members
 - i. Z39.50 sites
 - c. Authentication
 - i. SIP2 sites
 - d. Specific target dates or key dates

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- Joining Libraries – questions Auto-Graphics /NHAIS
 - a. Clarify Change Order process for Implementation.
- Auto-Graphics questions/review development items if any– Alexandra Winzeler
 - a. Participant Record Edit Control Changes
 1. Target Completion end of 1st quarter
 2. Confirm specs and requirements
 3. Sign off on requirements and schedule
- Has NHAIS agreed to a URL for the project? Can Auto-Graphics proceed with site configuration?
- Are there any special dates or schedules for NHAIS?
 - a. Planned statewide meetings, or events?
 - b. Can Auto-Graphics assist?
- Are any of the optional items going to be part of initial implementation?
 - a. Which development items should we plan or schedule from above?
- General Implementation outline – Chuck Felten and Ruth Castillo
- Press Release discussion. Auto-Graphics /NHSL – Albert Flores/Katie Cover

Frequency and standard agenda items for status meetings:

Meetings will be held every week for the first 6 months of the contract. Agenda items would consist of questions to be addressed, issues that are in process (ahead or behind schedule) that need follow-up by any members of the team, a general review of the schedule, processes, questions and any other issues as they arise. After six months the project team (both Auto-Graphics and NHSL staff) will decide on the frequency of project review meetings.

In addition to weekly team meetings, regular communication will occur daily as needed between the Auto-Graphics Project Team members and NHAIS Services staff via phone or email to address specific issues and questions in a timely manner. The goal is for Auto-Graphics staff to be an extension of the NHAIS Services staff ensuring a successful implementation that is done quickly and effectively.

The key for the weekly or daily meeting is for the staff to resolve any issues, follow-up on open items and address questions as they arise. We all understand the importance of this project and that time is of the essence. As such the meetings are held for the purpose of resolving any issues and bringing the proper focus to issues that need to be resolved. Updated Project status reports will be provided weekly during the Implementation phase of the Project and then on as-needed basis or as requested or defined by the teams.

Auto-Graphics will ensure relevant staff are available for any special meetings as the need arises.

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Agenda items that will be addressed as we move through the implementation on a weekly or as needed basis. Below is a list of some of the discussion points found in a typical weekly agenda during the Project Implementation, start-up or post-training phase.

To Discuss:

- URL decided? NHAIS.auto-graphics.com as the base URL, with a Custom URL of XXX.auto-graphics.com.
- Set date and time for weekly meetings
- Current issues and priorities
- Outline Software options and setting
- Any Software adjustment priorities
- Scheduling of cutover to new Solution for NHSL staff, member libraries, and patrons
- Scheduling of training dates
- Initial environment built
- Change Order process
- Change Orders received
- Splash page examples sent to NHAIS Services by Project Manager
- Splash pages completed and replicated
- Libcodes received
- Z39.50 and/or SIP2 profiles received.
- Z39.50 site configuration
- SIP2 configuration and patron lookup and authentication tested
- Allow unmediated patron ILL for SIP2 libraries
- Discuss network handling options. Patrons will redirect to local system to place a hold
 - Network handling configured for all libraries
- Training
 - Each library needs to bring holiday or close dates, example: summer break
 - Send training agenda
- Location mapping
- Shelf statuses
- Configuration webinars
- Create NHSL customer superuser across all libraries
- NHAIS book strap logo has been added to all libraries
- Color scheme replicated across all libraries
- Footer text replicated across all libraries

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- Replicate Participant Record defaults across all libraries
- Problem issues:
 - Are we having any connection issues with Z39.50 targets?
 - Are we having connectivity issues for SIP2?
 - Is location mapping for Z39.50 going ok?
 - Do we need any information or clarifications from member libraries?
 - Union Catalog: any issues to be discussed?

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SOFTWARE AGREEMENT

1. LICENSE GRANT

During the subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of this Agreement and up to the number of licenses documented in the Agreement.

1. The Parties acknowledge that this Agreement is a services agreement and Contractor will not be delivering copies of the Software to customer as part of the Agreement.
2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.
3. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.
4. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any/all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

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

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will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.

6. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any Deliverable provided under this agreement for the entire term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties which may be integrated with the Contractor's Deliverables.

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

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

1. WARRANTIES

1.1 System

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

1.2 Software

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

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WARRANTY & WARRANTY SERVICE

1.6 Services

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

2. WARRANTY PERIOD

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

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PART 3 - EXHIBIT L
TRAINING SERVICES

The Contractor shall provide the following Training Services.

NH Training Outline

The following training will take place after implementation consultations, conducted via webinar, between the Auto-Graphics Implementation team and NHSL staff. The consultations will consist of a review of current practices, local needs, and general information needed for system-level configuration and default settings.

The initial three-day training will consist of one day for NHSL staff who will function as the customer superuser; the remaining two days will consist of Train-the-Trainer sessions. The final 4 training days will be for NHSL member library staff, and the agenda will be repeated each day for different groups. Time is allotted for hands-on practice and questions throughout the day.

Agendas for each day will closely adhere to these outlines, understanding that some material may not be covered for Train-the-Trainer and library staff depending on the configuration settings decided upon by NHSL staff. The agendas and related times will be adjusted as needed based on these decisions.

Day 1: NHSL Staff / Customer Superuser

This training will provide an overview of the system plus a review of customer-level and library-level setting defaults. This day is intended to ensure NHSL staff is comfortable with configuration decisions.

| NHSL Staff / Customer Superuser | | |
|--|---|--|
| 15 minutes | Introductions Agenda Overview | |
| 15 minutes | System Overview | Security Union Catalog Z-target search resources Discovery <ul style="list-style-type: none"> • Searching • Results Display |
| 30 minutes | Review of system-level configuration and default settings | These settings will have been discussed during the Implementation consultations and will be reviewed for confirmation. |
| 30 minutes | Library-level configuration | Participant Record <ul style="list-style-type: none"> • Lender lists • Lending policies Loan forms Shipping Labels Bookstraps |

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| | | |
|------------|--|--|
| 30 minutes | User Administration | Staff permission levels Patron groups Patron permissions Patron authentication using SIP2 |
| 1 hour | Union Catalog maintenance | Staff cataloging permissions Cataloging functions Submitting catalog updates <ul style="list-style-type: none"> • Match criteria • Failed records Using the AGCat utility MARC Reports |
| 1 hour | Z-target maintenance | Z-target mapping Real-time availability Network handling |
| 1 hour | UX Administration | Login Options Search and Results options Pages Design Staff Options |
| 1 hour | Statistics and Reports | ILL Statistics for Customer Superuser <ul style="list-style-type: none"> • Activity and Request Reports • Borrower Statistics and Lender Statistics • Download Participant Records • Stayed Too Long Report • Staff Login Activity Report • Searches with Zero Results |
| 30 minutes | SHAREit User Group and enhancement process | Review of the SHAREit User Group: meetings, website, and the annual enhancement process |

Day 2 – 3: Train-the-Trainer

This training will incorporate an in-depth look at the system and ILL process. Customer-level and library-level setting defaults will be reviewed along with library-level configuration options. We will also look at statistics and reports and A-G documentation. Time is included for hands-on exercises and practice plus Q&A. At the end of this session, trainers will be prepared to train NH library staff in system use and ILL management.

NOTE: Some functions may not be covered, depending on NHSL decisions regarding configuration and staff permissions.

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| Train-the-Trainer | | |
|--------------------------|----------------------------------|---|
| 15 minutes | Introductions Agenda Overview | |
| 15 minutes | System Overview | Security Union catalog Z-target search resources |
| 30 minutes | Discovery | Searching Results display Advanced search |
| 30 minutes | Patron Experience | Logging in Placing requests Patron account management |
| 1 hour | Staff Experience | Logging in <ul style="list-style-type: none"> • Sessions Placing requests • Returnables (Loans) • Non-returnables (copies) • Multi-copy requests • Using the Blank ILL Form Staff Dashboard Overview |
| 1 hour | ILL Functions | Request Manager <ul style="list-style-type: none"> • Managing requests as a borrower • Managing requests as a lender Lender list building |
| 30 minutes | Participant Record | Library-level settings <ul style="list-style-type: none"> • Lender lists • Lending policies • Notifications |
| 30 minutes | Library-level configuration | Loan forms Shipping labels Bookstraps |
| 15 minutes | User Administration | Staff permission levels Patron groups Patron permissions Patron authentication using SIP2 |
| 30 minutes | Union Catalog | Cataloging functions Submitting catalog updates <ul style="list-style-type: none"> • Match criteria • Failed records |
| 30 minutes | Z-target maintenance | Z-target mapping Real-time availability Network handling |

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Exhibit L - Training Services - Part 3
Date: 5/26/19
Contractor's Initials PRC

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| | | |
|------------|------------------------|---|
| 1 hour | UX Admin | Login Options Search and Results options Pages Design Staff Options |
| 30 minutes | Statistics and Reports | ILL Statistics <ul style="list-style-type: none"> • Activity and Request Reports • Borrower Statistics and Lender Statistics • Stayed Too Long Report • Searches with Zero Results |
| 30 minutes | Support | Documentation Using the Help Desk |

Days 4 – 7: Library Staff

This training is specifically for library staff and follows the train-the-trainer agenda with an in-depth look at the system and ILL process. Time is included for hands-on exercises and practice plus Q&A. At the end of the training, staff will be prepared to use the system and manage ILL requests.

NOTE: Some functions may not be covered, depending on NHSL decisions regarding configuration and staff permissions.

| Library Staff | | |
|----------------------|----------------------------------|--|
| 15 minutes | Introductions Agenda Overview | |
| 15 minutes | System Overview | Security Union Catalog Z-target search resources |
| 30 minutes | Discovery | Searching Results display Advanced Search |
| 30 minutes | Patron Experience | Logging in Placing requests Patron account management |
| 1 hour | Staff Experience | Logging in <ul style="list-style-type: none"> • Sessions Placing requests • Returnables (Loans) • Non-returnables (copies) • Multi-copy requests • Using the Blank ILL Form Staff Dashboard Overview |

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 Exhibit L – Training Services – Part 3
 Date: 5/30/19
 Contractor's Initials PRC

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TRAINING SERVICES

| | | |
|------------|-----------------------------|--|
| 1 hour | ILL Functions | Request Manager <ul style="list-style-type: none"> Managing requests as a borrower Managing requests as a lender Lender list building |
| 30 minutes | Participant Record | Library-level settings <ul style="list-style-type: none"> Lender lists Lending policies Notifications |
| 30 minutes | Library-level configuration | Loan forms Shipping Labels Bookstraps |
| 15 minutes | User Administration | Staff permission levels Patron groups Patron permissions Patron authentication using SIP2 |
| 30 minutes | Union Catalog | Cataloging functions Submitting catalog updates <ul style="list-style-type: none"> Match criteria Failed records |
| 30 minutes | Z-target maintenance | Z-target mapping Real-time availability Network handling |
| 1 hour | UX Admin | Login Options Search and Results options Pages Design Staff Options |
| 30 minutes | Statistics and Reports | ILL Statistics <ul style="list-style-type: none"> Activity and Request Reports Borrower Statistics and Lender Statistics Stayed Too Long Report Searches with Zero Results |
| 30 minutes | Support | Documentation Using the Help Desk |

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

DNCR RFP 2018-145, *NH Statewide Interlibrary Loan Solution* issued June 15, 2018 and Addendum #1 to DNCR RFP 2018-145 are hereby incorporated by reference as fully set forth herein.

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Department of Natural and Cultural Resources Division of Libraries
NH Statewide Interlibrary Loan Solution
SAAS CONTRACT DNCR 2018-145
PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

Auto-Graphics response to DNCR RFP 2018-145 NH Statewide Interlibrary Loan Solution dated July 18, 2018 is hereby incorporated by reference as fully set forth herein with the following Contractor and State agreed-upon changes. The Project requirements, including any agreed-upon changes, are not incorporated into this exhibit but are detailed separately in *Part 3 – Exhibit H*.

In D-1, topic 1, of their proposal Auto-Graphics recommended that the NH Interlibrary Loan Solution begin as a Union Catalog database. “The records in the database would be maintained by record loading. This loading process could be maintained between A-G and a statewide administrative office, or between A-G and the individual libraries. [This] initial solution would allow for both staff-initiated and patron-initiated requesting, with patron-initiated requests being mediated by staff. In this setup no patron authentication is required. Patrons could initiate requests as guests. Alternatively, patrons could log in to place requests, their login credentials corresponding to a pre-loaded patron record in SHAREit (no authentication against the ILS is necessary). Over the following years, the solution could easily evolve into a Hybrid environment where both a Union Catalog and Z39.50 targets are used, based on the interest and ability of the participating libraries to support Z39.50 searching. Also, at this time, patron authentication through the SIP, SIP2, NCIP, or EZproxy standards could also be configured to allow for fully unmediated, patron-initiated requesting. Participation via Z39.50 searching or with patron authentication can be configured at the ILS-sharing consortia level. This solution evolution is optional. If desired, libraries could remain in the initial solution configurations.”

During the vendor presentation in June 2018 it became clear that the hybrid environment option is what New Hampshire’s libraries need to support their resource sharing activities and that the one-size-fits-all Union Catalog solution initially recommended did not meet our needs. This Contract reflects this second hybrid option and the details of this Solution, including Work Plans, training plans, testing, Deliverables, and pricing have been integrated into this Contract superseding the original proposal.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources Division of Libraries
NH Statewide Interlibrary Loan Solution
SAAS CONTRACT DNCR 2018-145
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

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

State of New Hampshire

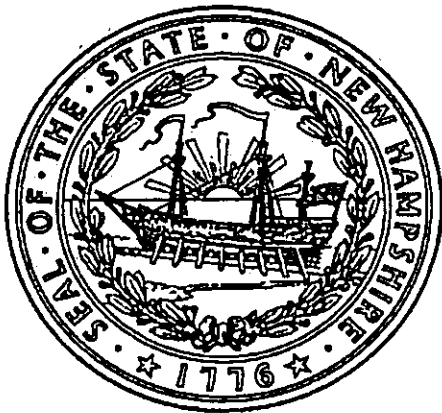
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AUTO-GRAPHICS, INC. is a California Profit Corporation registered to do business in New Hampshire as A-G CANADA on October 15, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 302310

Certificate Number : 0004533456



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of June A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Paul R. Cope, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Auto-Graphics, Inc.
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Auto-Graphics, Inc.
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

PRC
(Contract Signatory - Signature)

05/30/19
(Date)

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20____, before me _____,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared _____, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

(Notary Public / Justice of the Peace - Signature)

Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

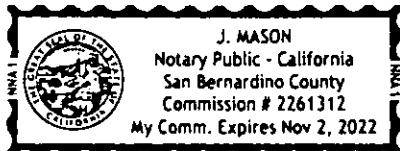
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On May 30, 2019 before me, J. Mason Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Paul R. Cope
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature J. Mason
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certificate of Authority / vote Document Date: May 30, 2019
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CO

DATE (MM/DD/YYYY)
05/31/2019

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 PIASC Insurance Services, Inc. Lic. # 0747420 5800 S. Eastern Ave. Suite 400 Los Angeles, CA 90040 Christopher Bruinslot | CONTACT NAME: Cristina Ontiveros | |
| | PHONE (A/C, No, Ext): 323-400-6705 | FAX (A/C, No): 323-248-9930 |
| E-MAIL ADDRESS: cristina@piascins.com | | |
| PRODUCER CUSTOMER ID #: AUTOGR2 | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Auto Graphics, Inc. 10535 Foothill Blvd. Suite 200 Rancho Cucamonga, CA 91730 | INSURER A: Travelers Insurance Co. | 25674 |
| | INSURER B: Hiacox Insurance Company, Inc. | 10200 |
| | INSURER C: Hartford Insurance Company | 29424 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|--------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | 680-1C551967-16-42 | 09/01/2018 | 09/01/2019 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS OWNERS <input type="checkbox"/> POLICY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY | | | BA-1C552767-16-SEL | 09/01/2018 | 09/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$ |
| A | UMBRELLA LIAB | | | CUP-002C8483-18-42 | 09/01/2018 | 09/01/2019 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 2,000,000 \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 72WECAB3XRO | 05/01/2019 | 05/01/2020 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | **PROOF OF COVERAGE ONLY** | | | | | | Limit: 3,000,000 Ded: 5,000 |
| B | Errors & Omissions | | | MPL164455019 | 05/01/2019 | 05/01/2020 | **PROOF OF COVERAGE ONLY** Limit: 3,000,000 Ded: 5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named ADDITIONAL INSURED with respects to services provided and/or performed by the Named Insured.

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

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