



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
**NH STATE LIBRARY**

20 Park Street Concord, New Hampshire 03301

August 31, 2020

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, New Hampshire (NH) State Library, to enter into a **Sole Source** and **Retroactive** amendment to an existing contract (Contract #1062443) with Progressive Technology Federal Systems, Inc. (PTFS) (VC #170511), Bethesda, Maryland, for the digital archiving and capturing solution for born-digital State of New Hampshire publications by: (1) increasing the price limitation by \$62,275.10 from \$281,109.52 to \$343,384.62; and (2) extending the completion date from June 30, 2020 to June 30, 2022 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on June 25, 2008, Item #26, and most recently amended with Governor and Executive Council approval on July 1, 2018, Item #50. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2021, and are anticipated to be available in Fiscal Year 2022, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-353010-25540000, Federal Library Programs

	<u>FY 2021</u>	<u>FY 2022</u>
057-500534 Books, Periodicals, Subscriptions	\$30,718.77	\$31,556.33

**EXPLANATION**

This contract amendment is sole source as PTFS was the original contractor and hosts the proprietary software. The request is also retroactive due to COVID-19 and PTFS employees working from home, which delayed portions of this contract amendment from being completed.

The NH State Library is mandated by RSA 202-B "New Hampshire Government Information Dissemination and Access Act" specifically Sections 202-B:6, 202-B:7 and 202-B:8, to serve as the state repository and access point for New Hampshire's state agency publications. As state agencies increasingly produce their publications in "born-digital" formats as opposed to print versions, it has become increasingly more difficult for the NH State Library to meet its statutory requirement to maintain a library collection of state agency publications. In order to comply with this statute, the NH State Library entered into a contract with PTFS for this service which received Governor and Executive Council (G&C) approval on June 25, 2008, Item #26. Amendments to increase the contract amount and to extend the completion date have also been approved by G&C on August 19, 2009, Item #38, December 8, 2010, Item #47, July 13, 2011, Item #14, July 2, 2014, Item #12A, and July 1, 2018, Item #50.

This amendment will allow the PTFS to continue ASP Hosting and Maintenance and Support for the NH State Library's Spider 2 Synchronizer for the period of July 1, 2020 through June 30, 2022. Additionally,

PTFS will supply support and maintenance for ArchivalWare on the hosted environment for up to 60,000 records and technical support for up to 48 hours.

The NH State Library plans to issue a Request for Proposal for these services as soon as possible prior to the amended end date of June 30, 2022. This will either confirm for us that PTFS is the only contractor interested in providing these services into the future or possibly reveal an opportunity to work with another vendor.

The Department of Information Technology approved the NH State Library's request to enter into a sole source and retroactive contract amendment with PTFS. The Attorney General's office has also reviewed and approved the contract amendment 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/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

August 26, 2020

Sarah Stewart, Commissioner  
Department of Natural and Cultural Resources  
NH State Library  
State of New Hampshire  
20 Park Street  
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 retroactive sole source contract amendment with Progressive Technology Federal Systems, Inc., of Bethesda, Maryland as described below and referenced as DoIT No. 2009-007F.

This is a request for Department of Natural and Cultural Resources/New Hampshire State Library to enter into a contract amendment for the continued Hosting, Maintenance, and Support of a digital archiving and capturing solution for State of NH publications.

The funding amount for this amendment is \$62,275.10, increasing the current contract from \$281,109.52 to \$343,384.62, and by extending the completion date to June 30, 2022 from the original completion date of June 30, 2020, upon Governor and Executive Council approval, retroactive from July 1, 2020 through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2008-007F

cc: Nicole Warren, IT Manager, DoIT



**STATE OF NEW HAMPSHIRE**

**Department of Natural and Cultural Resources:**

**Digital Archiving Contract:**

**DNCR – 2008-007**

**Amendment #6**

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**Department of Natural and Cultural Resources**  
**Digital Archiving Contract**  
**DNCR – 2008-007**  
**AMENDMENT #6**

**INTRODUCTION**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP 2008-007, on June 25, 2008, Item #26 and amended on August 19, 2009, Item # 38; December 8, 2010, Item #47; July 13, 2001, Item #14; July 2, 2014, Item #12-A; and May 16, 2018, Item #50 (herein after referred to as the "Agreement"), Progressive Technology Federal Systems, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Natural and Cultural Resources (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16 and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council; WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to provide the State with a permanent archive for the born-digital materials of NH state government per NH RSA 202-B: *New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8)* to serve as the state repository and access point for New Hampshire's state agency publications.

WHEREAS, The Contractor agrees to provide the State with the support and hosting of the software for the NH State Digital Document Depository;

WHEREAS, the Department and the Contractor wish to extend the completion date from June 30, 2020 to June 30, 2022;

WHEREAS, the Department and the Contractor wish to increase the Contract price by \$62,275.10 to bring the total contract price to \$343,384.62;

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the State of New Hampshire General Provisions of the Agreement by extending the Completion Date from June 30, 2020 to June 30, 2022.
2. Amend Section 1.8 of the State of New Hampshire General Provisions of the Agreement by increasing the Price Limitation by \$62,275.10 from \$281,109.52 to \$343,384.62.

State of NH Contract

Date: Lynn

Contract Clark Initials

Page

Digitally signed by Lynn  
Clark  
DN: c=us, o=Lynn Clark, ou=PTFS,  
ou=ampl-dncr@ptfs.com,  
email=lynnc@ptfs.com  
Date: 2022.07.08 07:00:17 -0400

**Department of Natural and Cultural Resources**  
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3. Amend Section 1.14 of the State of New Hampshire General Provisions of the Agreement to reflect Sarah Stewart as the State Agent Signature
4. Amend Section 1.14 of the State of New Hampshire General Provisions of the Agreement to reflect Sarah Stewart, Commissioner as the State Agency Name/Title of State Agency Signor.
5. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
Exhibit A Special Provisions	AMENDED TEXT
Section 5	<p>Add Section 5.4 as follows:</p> <p>5.4 Amendment 6 Service Agreement</p> <p>5.4.1 July 1, 2020 – June 30, 2022 Digital Archiving Solution – ASP Model. Service Includes ArchivalWare on hosted environment, not to exceed 60,000 records annually. Hosting period will extend from July 1, 2020 through June 30, 2022.</p> <p>5.4.2 Spidering Solution. Annual AsP hosting service for NHSL's Spyder 2 Synchronizer for the period from July 1, 2020 through June-30, 2022. Solution also includes maintenance and support for the Spyder 2 Synchronizer, on an annual basis, from July 1, 2020 through June 30, 2022.</p> <p>5.4.3 Professional Service Hours (sixteen annually) to configure spidering application for use against TBD websites, from July 1, 2020 through June 30, 2022.</p>

State of NH Contract

Date:   
Contractor's Initials

Page

**Department of Natural and Cultural Resources**  
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<b>Exhibit B</b> <b>Statement of</b> <b>Work (SOW)</b>	<b>AMENDED TEXT</b>
<b>Section Number</b> <b>1</b>	<p>Delete the first paragraph of section 1.1 and replace with the following to reflect the amended price and ending date:</p> <p>1.1 Firm Fixed Price. This is a Firm Fixed Price (FFP) Contract totaling \$343,384.62 for the period between the Effective Date and June 30, 2022. PTFS, Inc. shall be responsible for performing its obligations in accordance with the Contract. This contract will allow PTFS, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below.</p> <p>1.2 Amend the Deliverables and Pricing by modifying Table 2A to add the information below.</p>
<b>Section Number</b> <b>2</b>	<p>Delete Section 2 and replace with the following to reflect the amended price:</p> <p><b>2. TOTAL CONTRACT PRICE</b></p> <p>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 <b>\$343,384.62</b> ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to PTFS, Inc. for all fees and expenses, of whatever nature, incurred by PTFS, Inc. 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.</p>

Department of Natural and Cultural Resources  
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**Table 2A – Amendment 6 Deliverables and Pricing**

July 1, 2020-June 30, 2021			
Description	License Type	Quantity	Net Price
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2020 through June 30, 2021	One (1)	\$6,921.19
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 60,000 records. Service includes support and maintenance for one year period July 1, 2020 through June 30, 2021.	One (1)	\$20,997.58
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2020 through June 30, 2021.	Sixteen ( 16) hours	\$2,800.00
<b>Sub-Total July 1, 2020-June 30, 2021</b>			<b>\$30,718.77</b>

**Department of Natural and Cultural Resources**  
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<b>Table 2A – Amendment 6 Deliverables and Pricing</b>			
<b>July 1, 2021-June 30, 2022</b>			
<b>Description</b>	<b>License Type</b>	<b>Quantity</b>	<b>Net Price</b>
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2021 through June 30, 2022	One (1)	\$7,128.83
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 60,000 records. Service includes support and maintenance for one year period July 1, 2021 through June 30, 2022.	One (1)	\$21,627.51
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2021 through June 30, 2022.	Sixteen ( 16) hours	\$2,800.00
<b>Sub-Total July 1, 2021-June 30, 2022</b>			<b>\$ 31,556.33</b>
<b>Amendment #6 GRAND TOTAL for July 1, 2020 – June 30, 2022</b>			<b>\$ 62,275.10</b>

**Department of Natural and Cultural Resources**  
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<b>TABLE 2: CONTRACT HISTORY</b>				
<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>G&amp;C APPROVAL DATE</b>	<b>END DATE</b>	<b>CONTRACT AMOUNT</b>
<b>Contract #2008-007</b>	Original Contract	6/25/2008, Item #26	6/30/2009	\$43,060.00
<b>2008-007 Amendment #1</b>	1 <sup>st</sup> Amendment	07/01/2009, Item #38	6/30/2020	\$23,567.80
<b>2008-007 Amendment #2</b>	2nd Amendment	7/1/2010, Item #47	6/30/2011	\$21,522.30
<b>2008-007 Amendment #3</b>	3 <sup>rd</sup> Amendment	7/1/2011, Item #14	6/30/2014	\$56,631.96
<b>2008-007 Amendment #4</b>	4 <sup>th</sup> Amendment	7/1/2014, Item #12-A	6/30/2017	\$61,104.38
<b>2008-007 Amendment #5</b>	5 <sup>th</sup> Amendment	7/1/2017, Item #50	6/30/2020	\$75,223.08
<b>2008-007 Amendment #6</b>	6 <sup>th</sup> Amendment	TBD	6/30/2022	\$62,275.10
<b>CONTRACT TOTAL</b>				<b>\$343,384.62</b>

**Department of Natural and Cultural Resources**  
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**CONTRACTOR**

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

Lynn Clark  
Digitally signed by Lynn Clark  
DN: cn=Lynn Clark, o=PTFS, ou,  
email=lclark@ptfs.com, c=US  
Date: 2020.08.07 09:20:43 -04'00'

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

Lynn Clark, VP, Contracts

Progressive Technology Federal Systems, Inc.

**STATE OF NEW HAMPSHIRE**

Sarah Stewart

Date: 9/3/2020

Sarah Stewart, Commissioner

State of New Hampshire

Department of Natural and Cultural Resources

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**Approved by the Attorney General**

Gill Ruel

Date: 9/4/2020

State of New Hampshire, Department of Justice

**Department of Natural and Cultural Resources**  
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I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**Office of the Secretary of State**

\_\_\_\_\_

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

State of New Hampshire, Department of Administration

# State of New Hampshire

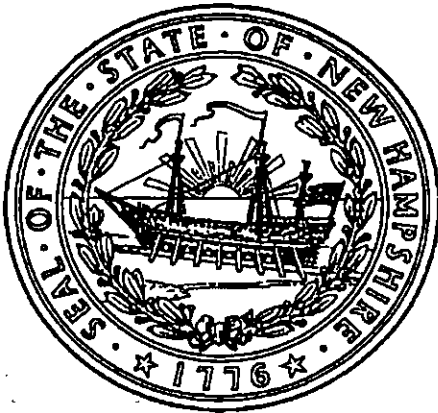
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PROGRESSIVE TECHNOLOGY FEDERAL SYSTEMS, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on October 15, 2010. 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: 637491

Certificate Number : 0004951705



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of July A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE**  
(Corporation With Seal)

I, Jennifer Black, do hereby represent and certify that:

- (1) I am the Secretary of Progressive Technology Federal Systems, Inc. (PTFS), a Maryland corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The signature of Lynn Clark, VP Contracts, of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (5) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this 9th of July 2020.

Jennifer Black Secretary  
(Certifier and Title)

(SEAL)

STATE OF Maryland

COUNTY OF Montgomery

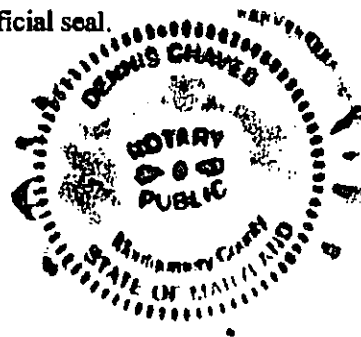
On this the 09<sup>th</sup> day of July, 2020, before me,  
Jennifer Lewis Black, personally appeared and acknowledged her/himself  
to be the Secretary, of Progressive Technology Federal Systems, a  
Maryland corporation, and that she/he, as such being authorized to do so,  
executed the foregoing instrument.

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

[Signature]

Notary Public/Justice of the Peace

My Commission Expires: 01/14/2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Lowe-Tillson Insurance & Assoc. 2403 Research Boulevard Suite 350 Rockville MD 20850-3778		<b>CONTACT NAME:</b> Kimberley Kenealy, CIC <b>PHONE (A/C, No, Ext):</b> (301) 258-7773 <b>FAX (A/C, No):</b> (301) 258-5111 <b>E-MAIL ADDRESS:</b> kkenealy@lowetillson.com													
<b>INSURED</b> Progressive Technology Federal Systems, Inc., DBA: PTFS Inc. 1801 Research Blvd #310 Rockville MD 20850		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Great Northern Insurance</td><td><b>NAIC #</b> 20303</td></tr><tr><td><b>INSURER B:</b> Federal Insurance</td><td>20281</td></tr><tr><td><b>INSURER C:</b> Chubb Indemnity Insurance Co</td><td>12777</td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Great Northern Insurance	<b>NAIC #</b> 20303	<b>INSURER B:</b> Federal Insurance	20281	<b>INSURER C:</b> Chubb Indemnity Insurance Co	12777	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> Great Northern Insurance	<b>NAIC #</b> 20303														
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** 2019-2020**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		36027021	10/02/2019	10/02/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																			
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GENERAL AGGREGATE	\$ 2,000,000																			
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A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73607774	10/02/2019	10/02/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
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EACH OCCURRENCE	\$ 3,000,000																			
AGGREGATE	\$ 3,000,000																			
	\$																			
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	71765280	10/02/2019	10/02/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
B	Professional Liability		35943472	10/02/2019	10/02/2020	<table border="1"><tr><td>\$10,000,000 limit</td><td></td></tr></table>	\$10,000,000 limit													
\$10,000,000 limit																				

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

D&amp;O Federal Insurance 82435708 10/2/19-20 \$2,000,000 limit

EPLI Federal Insurance 82435708 10/2/19-20 \$1,000,000 limit

Crime (third party) 42TP0326788. Policy term 5/16/20-5/16/21

**CERTIFICATE HOLDER****CANCELLATION**New Hampshire State Library NHAIS & Technical Services Mary A.  
20 Park Street

Concord

NH 03301

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

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
NH STATE LIBRARY

20 Park Street Concord, New Hampshire 03301

May 2, 2018

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 to enter into a **SOLE SOURCE** and **RETROACTIVE** amendment with Progressive Technology Federal Systems, Inc. (PTFS) (VC #134900), Bethesda, Maryland, by: (1) increasing the contract amount by \$75,223.08 from \$205,886.44 to \$281,109.52; and (2) extending the completion date to June 30, 2020 from the amended completion date of June 30, 2017, for the digital archiving and capturing solution for born-digital State of New Hampshire publications. The original contract was approved by Governor and Executive Council (G&C) on June 25, 2008 (Item #26); and amendments to the contract were approved by G&C on August 19, 2009 (Item #38), December 8, 2010 (Item #47), July 13, 2011 (Item #14), and July 2, 2014 (Item #12A). **100 % Federal Funds**

Funds are available as follows and pending budget approval for Fiscal Year 2020:

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
03-35-35-353010-25540000			
Federal Library Programs	21,432.60	23,884.88	29,905.60
057-500534 Books, Periodicals, Subscriptions			


**EXPLANATION**

This amendment is sole source as PTFS was the original contractor and hosts the proprietary software. The request is also retroactive as PTFS was required to update their certificate with the Secretary of State's Office.

The New Hampshire State Library (State Library) is mandated by RSA 202-B: New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8) to serve as the state repository and access point for New Hampshire's state agency publications. As state agencies increasingly produce their publications in "born-digital" formats as opposed to print versions, it has become increasingly more difficult for the State Library to meet its statutory requirement to maintain a library collection of state agency publications. In order to comply with this statute, the State Library entered into a contract with PTFS by G&C approval on June 25, 2008, Item #26. Amendments to increase the contract amount and to extend the completion date were also approved by G&C on August 19, 2009 (Item #38), December 8, 2010 (Item #47), July 13, 2011 (Item #14), and July 2, 2014 (Item #12A).

This request for an additional amendment will allow the PTFS to continue ASP Hosting and Maintenance and Support for the State Library's Spider 2 Synchronizer as well as to supply support and maintenance for ArchivalWare on hosted environment while increasing the number of records each year and technical support for up to 48 hours.

Respectfully submitted,

  
Jeffrey J Rose  
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/doit](http://www.nh.gov/doit)

RECEIVED

OCT 06 2017

**Denis Goulet**  
*Commissioner*

October 4, 2017

Jeffrey J. Rose, Commissioner  
Department of Natural and Cultural Resources  
State of New Hampshire  
NH State Library  
20 Park Street  
Concord, NH 03301

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source retroactive amendment with Progressive Technology Federal Systems, Inc. of Bethesda, Maryland, as described below and referenced as DoIT No. 2008-007.

The purpose of this amendment is for Progressive Technology Federal Systems to continue to provide digital archiving and capturing solution for "born-digital" formats. This amendment also will allow the vendor to continue hosting and maintenance and support for the State Library's Spider 2 Synchronizer for the period of July 1, 2017 through June 30, 2020.

The amount of the amendment is \$75,223.08, increasing the price limitation from \$205,886.44 to an amount not to exceed \$281,109.52, effective upon Governor and Executive Council approval through June 30, 2020.

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

Sincerely,

*Assanne Clutty*  
for Denis Goulet

DG/mh  
DoIT #2008-007

cc: Nicole Warren, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 5**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-007, on June 25, 2008, Item #26 (herein after referred to as the "Agreement"), Progressive Technology Federal Systems, Inc. (PTFS) (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Natural and Cultural Resources (previously Department of Cultural Resources-hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16 and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to an amendment to said contract (Amendment 1) the Governor by Governor and Council on August 19, 2009 (Item 38) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$23,567.80 from \$43,060.00 to \$66,627.80 and extending the end date to June 30, 2010;

WHEREAS, pursuant to an amendment to said contract (Amendment 2) the Governor by Governor and Council on December 8, 2010 (Item 47) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$21,522.30 from \$66,627.80 to \$88,150.10 and extending the end date to June 30, 2011, retro-active to July 1, 2010;

WHEREAS, pursuant to an amendment to said contract (Amendment 3) the Governor by Governor and Council on July 13, 2011 (Item 14) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$56,631.96 from \$88,150.10 to \$144,782.06 and extending the end date to June 30, 2014;

WHEREAS, pursuant to an amendment to said contract (Amendment 4) the Governor by Governor and Council on July 2, 2014 (Item 12-A) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$61,104.38 from \$144,782.06 to \$205,886.44 and extending the end date to June 30, 2017, retro-active to July 1, 2014;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, The Department and the Vendor seek to clarify the Agreement by extending the end date and increasing the total contract Price.

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

A. The Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2020.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$75,223.08 from \$205,886.44 to \$281,109.52
3. Amend Section 1.14 of the General Provisions of the Agreement to reflect Jeffrey J. Rose as the State Agent Signature

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 5**

4. Amend Section 1.14 of the General Provisions of the Agreement to reflect Jeffrey J. Rose, Commissioner as the State Agency Name/Title of State Agency Signor

B. Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

**Table 1**

<b>Contract # 2008-007</b>	
<b>Exhibit A Section Number</b>	<b>AMENDED TEXT</b>
<b>Section 5</b>	<p><b>Add Section 5.3 as follows:</b></p> <p><b>5.3 Amendment 3 Service Agreement</b></p> <p><b>5.3.1 July 1, 2017-June 30, 2020</b> Digital Archiving Solution – ASP Model Service includes ArchivalWare on hosted environment, not to exceed 10 GB or 12,500 records annually. Hosting period will extend from July 1, 2017 through June 30, 2020.</p> <p><b>5.3.2 Spidering Solution</b> Annual ASP Hosting service for NHSL's Spyder 2 Synchronizer for the period from July 1, 2017 through June 30, 2020. Solution also includes maintenance and support for the Spyder 2 Synchronizer, on an annual basis, from July 1, 2017 through June 30, 2020.</p> <p><b>5.3.3 Professional Service Hours (sixteen annually) to configure spidering application for use against TBD websites, from July 1, 2017 through June 30, 2020.</b></p>

Exhibit B of the Agreement is hereby amended as follows:

1. Delete the first paragraph of Section 1.1 and replace with the following to reflect the amended price and ending date:

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling **\$281,109.52** for the period between the Effective Date and **June 30, 2020**. PTFS, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow PTFS, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Amend the Deliverables and Pricing by modifying Table 2A to add:

**Table 2A – Amendment 3 Deliverables and Pricing**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 5**

<b>Description</b>	<b>License Type</b>	<b>Quantity</b>	<b>Net Price</b>
<b>July 1, 2017-June 30, 2018</b>			
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2017 through June 30, 2018	One (1)	\$ 6,333.86
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2017 through June 30, 2018.	One (1)	\$ 12,298.74
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2017 through June 30, 2018.	Sixteen ( 16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2017-June 30, 2018</b>			<b>\$21,432.60</b>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 5**

<b>July 1, 2018-June 30, 2019</b>			
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2018 through June 30, 2019	One (1)	\$ 6,523.88
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 30,000 records. Service includes support and maintenance for one year period July 1, 2018 through June 30, 2019.	One (1)	\$ 14,561.00
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2018 through June 30, 2019.	Sixteen ( 16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2018-June 30, 2019</b>			<b>\$ 23,884.88</b>

<b>July 1, 2019-June 30, 2020</b>			
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2019 through June 30, 2020	One (1)	\$ 6,719.60
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 60,000 records. Service includes support and maintenance for one year period July 1, 2019 through June 30, 2020.	One (1)	\$ 20,386.00
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2019 through June 30, 2020.	Sixteen ( 16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2019-June 30, 2020</b>			<b>\$ 29,905.60</b>
<b>Amendment # 5 GRAND TOTAL for July 1, 2017- June 30, 2020</b>			<b>\$75,223.08</b>

3. Delete Section 2 and replace with the following to reflect the amended price:

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$281,109.52 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to PTFS, Inc. for all fees and expenses, of whatever nature, incurred by PTFS, Inc. 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.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 5

Table 2 Contract 2008-007 – Digital Archiving, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	ENDING DATE	CONTRACT AMOUNT
Contract #2008-007	Original Contract	06/25/2008	06/30/2009	\$ 43,060.00
Amendment # 1	First Amendment (1)	07/01/2009	06/30/2010	\$ 23,567.80
Amendment # 2	Second Amendment (2)	07/01/2010	06/30/2011	\$21,522.30
Amendment # 3	Third Amendment (3)	07/01/2011	06/30/2014	\$56,631.96
Amendment # 4	Fourth Amendment (4)	07/01/2014	06/30/2017	\$61,104.38
Amendment #5	Fifth Amendment (5)	07/01/2017	06/30/2018	\$75,223.08
	<b>CONTRACT TOTAL</b>			<b>\$281,109.52</b>

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

Lynn E. Clark  
Lynn E. Clark, VP Contracts  
Progressive Technology Federal Systems, Inc.

Date: 4/2/18

Corporate Signature Notarized:

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this the 2nd day of April, 2018, before me,  
SAARON LEWIS, the undersigned Officer LYNN CLARK,  
personally appeared and acknowledged her/himself to be the VICE PRESIDENT  
of PTFS, INC, a corporation, and that she/he, as such  
VICE PRESIDENT being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
VICE PRESIDENT.

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


Saaron Lewis

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 5

Notary Public/Justice of the Peace

My Commission Expires: 6/2/2020

(SEAL)

  
Jeffrey J. Rose, Commissioner  
State of New Hampshire  
Department of Natural and Cultural Resources

Date: 5/3/18

Approved by the Attorney General (Form, Substance and Execution)

  
State of New Hampshire, Department of Justice

Date: 5/4/18

# State of New Hampshire

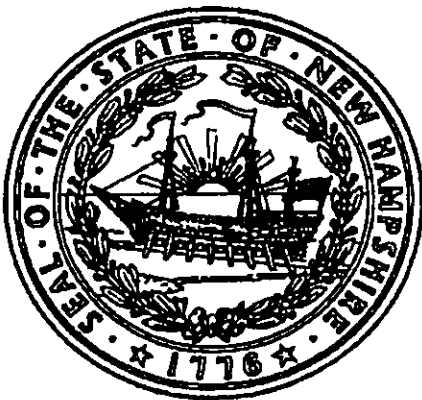
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PROGRESSIVE TECHNOLOGY FEDERAL SYSTEMS, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on October 15, 2010. 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: 637491

Certificate Number: 0004089574



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Lynn E. Clark, of Progressive Technology Federal Systems, Inc., do hereby certify that:

1. I am the duly elected Vice President, Contracts of Progressive Technology Federal Systems, Inc.;
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the corporation, duly held on December 5, 2017;

RESOLVED: That the Vice President, Contracts is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Lynn E. Clark is the duly elected Vice President, Contracts of the corporation.

3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of April 2, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President, Contracts of the corporation this 1st day of May 2018.

Lynn E. Clark

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 1st day of May, 2018 by LYNN E. CLARK.

Sharon Lewis  
Notary Public/Justice of the Peace  
My Commission Expires 6.2.20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2018

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).

<b>PRODUCER</b> Lowe-Tillson Insurance & Assoc. 2403 Research Boulevard Suite 350 Rockville MD 20850-3778	<b>CONTACT NAME:</b> Kimberley Kenealy, CIC <b>PHONE (AC No. Ext.):</b> (301)258-7773 <b>FAX (AC No.):</b> (301)258-9111 <b>E-MAIL ADDRESS:</b> kkenaley@lowetillson.com												
<b>INSURED</b> Progressive Technology Federal Systems, Inc., DBA: 11501 Buff Court Kensington MD 20895	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A: Great Northern Insurance</td><td>20303</td></tr><tr><td>INSURER B: Federal Insurance</td><td>20281</td></tr><tr><td>INSURER C: Rated by Multiple Companies</td><td>00914</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Great Northern Insurance	20303	INSURER B: Federal Insurance	20281	INSURER C: Rated by Multiple Companies	00914	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Great Northern Insurance	20303												
INSURER B: Federal Insurance	20281												
INSURER C: Rated by Multiple Companies	00914												
INSURER D:													
INSURER E:													
INSURER F:													

**COVERAGES**

CERTIFICATE NUMBER: 2017-2018

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.

LINE	TYPE OF INSURANCE	ADOL SUBR INSR. NO.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		36027021	10/2/2017	10/2/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73585600	10/2/2017	10/2/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE		79894754	10/2/2017	10/2/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 DED <input checked="" type="checkbox"/> RETENTIONS \$ 0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	42WBCEK9412	10/2/2017	10/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		35943472	10/2/2017	10/2/2018	\$5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire State Library  
NHAIS & Technical Services  
Mary A. Russell, Librarian  
20 Park Street  
Concord, NH 03301-6314

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

Harry Lowe/KIM

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

20 Park Street  
Concord, New Hampshire 03301

VAN McLEOD  
Commissioner  
Van.McLeod@dcr.nh.gov

TEL: 603-271-2540  
FAX: 603-271-6826  
www.nh.gov/nhculture

June 13, 2014

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

Sole Source  
Retroactive

REQUESTED ACTION

Authorize the Department of Cultural Resources to retro-actively amend a sole-source contract with Progressive Technology Federal Systems, Inc. (PTFS, Inc.) vendor code 134900 of Bethesda, Maryland, originally approved by Governor and Council on June 25, 2008 (G&C #26) and amended on August 19, 2009 (G&C # 38), December 10, 2008 (G&C # 47 and July 13, 2011 (G&C # 14) for the digital archiving and capturing solution for born-digital state of NH publications, by increasing the amount by \$61,104.38 to \$205,886.44 and extending the end date to June 30, 2017, retro-active to July 1, 2014.

100 % Federal Funds are available as follows:

Funds are available in the account titled Federal Library Programs and contingent upon legislative approval of the next biennium budget as follows:

01-34-340510-7180000-102-500731 Contracts for Program Services

<u>FY 15</u>	<u>FY 16</u>	<u>FY 17</u>
19,851.47	20,363.01	20,889.90

EXPLANATION

This agreement is sole-source as PTFS was the original contractor, and hosts the proprietary software. The request is retro-active as PTFS was required to update their certificate with the Secretary of State's Office.

The New Hampshire State Library is mandated by RSA 202-B: *New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8)* to serve as the state repository and access point for New Hampshire's state agency publications. As state agencies increasingly produce their publications in "born-digital" formats as opposed to print versions, it has become increasingly more difficult for the state library to meet its statutory requirement to maintain a library collection of state agency publications. In order to comply with this requirement NH State Library entered into an agreement with PTFS originally approved by G&C 06/25/08 # 26. This agreement will allow PTFS to continue ASP Hosting and Maintenance and Support for the State Library's Spider 2 Synchronizer, for the period of July 1, 2014 through June 30, 2017. Additionally PTFS will supply support and maintenance for ArchivalWare on hosted environment for 12,500 records and technical support for up to 48 hours.

In the event federal funds become no longer available general funds will not be requested to support this program.

Respectfully submitted

  
Van McLeod  
Commissioner



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

**Peter C. Hastings**  
*Commissioner*

June 12, 2014

Van McLeod, Commissioner  
State of New Hampshire  
Department of Cultural Resources  
20 Park Street  
Concord, NH 03301-6314

Dear Commissioner McLeod:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Progressive Technology Federal Systems, Inc. (PTFS), 6400 Goldsborough Road, Suite 200, Bethesda MD 20817, Vendor Number 134900, described below and referenced as DoIT No. 2008-007 Amendment 4.

This is a request to amend the digital archiving contract with PTFS by extending the hosting and maintenance agreement for the ArchivalWare ASP and the Spyder 2 Synchronizer ASP and equipment through June 30, 2017. Also included in this amendment are professional service hours to configure the spidering application. The amendment amount is \$61,104.38, increasing the total contract not to exceed amount from \$144,782.06 to 205,886.44.

This project is set forth in the Department of Cultural Resources Information Technology Plan for 2008-2011, as noted in Project Concept Document 2008-70, Project Name: Digital Archiving.

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

Sincerely,

Peter C. Hastings

PCH/dcp  
OIT 2008-007-4

cc: Kathleen Stanick, Business Administrator, Department of Cultural Resources  
Dave Perry, IT Manager, Bureau of Finance & Administration DOIT

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 4**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-007, on June 25, 2008, Item #26 (herein after referred to as the "Agreement"), Progressive Technology Federal Systems, Inc. (PTFS) (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Cultural Resources (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16 and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to an amendment to said contract (Amendment 1) the Governor by Governor and Council on August 19, 2009 (Item 38) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$23,567.80 from \$43,060.00 to \$66,627.80 and extending the end date to June 30, 2010;

WHEREAS, pursuant to an amendment to said contract (Amendment 2) the Governor by Governor and Council on December 8, 2010 (Item 47) approved extending the digital archiving and capturing solution for NH State publications under said contract by increasing the amount by \$21,522.30 from \$66,627.80 to \$88,150.10 and extending the end date to June 30, 2011, retro-active to July 1, 2010;

WHEREAS, pursuant to an amendment to said contract (Amendment 3) the Governor by Governor and Council on July 13, 2011 (Item 14) approved extending the digital archiving and capturing solution for NH State publications under said contract by increasing the amount by \$56,631.96 from \$88,150.10 to \$144,782.06 and extending the end date to June 30, 2014;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, The Department and the Vendor seek to clarify the Agreement by extending the end date and increasing the total contract Price.

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

A. The Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2017.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$61,104.38 from \$144,782.06 to \$205,886.44

B. Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

Table 1

Contract # 2008-007		
Exhibit A Section Number		AMENDED TEXT
Section 5		Add Section 5.3 as follows:

Initial all pages  
Vendor Initials

*[Handwritten Signature]*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 4**

	<p><b>5.3 Amendment 4 Service Agreement</b></p> <p><b>5.3.1 July 1, 2014-June 30, 2017</b>  <b>Digital Archiving Solution – ASP Model</b>  Service includes ArchivalWare on hosted environment, not to exceed 10 GB or 12,500 records annually. Hosting period will extend from July 1, 2014 through June 30, 2017.</p> <p><b>5.3.2 Spidering Solution</b>  Annual ASP Hosting service for NHSL's Spyder 2 Synchronizer for the period from July 1, 2011 through June 30, 2014. Solution also includes maintenance and support for the Spyder 2 Synchronizer, on an annual basis, from July 1, 2014 through June 30, 2017.</p> <p><b>5.3.3 Professional Service Hours (sixteen annually) to configure spidering application for use against TBD websites, from July 1, 2014 through June 30, 2017.</b></p>
--	--

Exhibit B of the Agreement is hereby amended as follows:

1. Delete the first paragraph of Section 1.1 and replace with the following to reflect the amended price and ending date:

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling **\$205,886.44** for the period between the Effective Date and **June 30, 2017**. PTFS, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow PTFS, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Amend the Deliverables and Pricing by modifying Table 2A to add:

<b>Table 2A – Amendment 3 Deliverables and Pricing</b>			
<b>Description</b>	<b>License Type</b>	<b>Quantity</b>	<b>Net Price</b>
<b>July 1, 2014-June 30, 2015</b>			
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2014 through June 30, 2015	One (1)	\$ 5,796.38
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2014 through June 30, 2015.	One (1)	\$ 11,255.09
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering	Sixteen ( 16)	\$ 2,800.00

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Vendor Initials

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 4

solution application for use against TBD		hours
Websites for one year period July 1, 2014		
through June 30, 2015.		
Sub-Total July 1, 2014-June 30, 2015		\$ 19,851.47

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Vendor Initials

B

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
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<b>July 1, 2015-June 30, 2016</b>			
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2015 through June 30, 2016	One (1)	\$ 5,970.27
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2015 through June 30, 2016.	One (1)	\$ 11,592.74
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2015 through June 30, 2016.	Sixteen (16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2015-June 30, 2016</b>			<b>\$ 20,363.01</b>

<b>July 1, 2016-June 30, 2017</b>			
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2016 through June 30, 2017	One (1)	\$ 6,149.38
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2016 through June 30, 2017.	One (1)	\$ 11,940.52
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2016 through June 30, 2017.	Sixteen (16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2016-June 30, 2017</b>			<b>\$ 20,889.90</b>
<b>Amendment #43 GRAND TOTAL for July 1, 2014- June 30, 2017</b>			<b>\$ 61,104.38</b>

3. Delete Section 2 and replace with the following to reflect the amended price:

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$205,886.44 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to PTFS, Inc. for all fees and expenses, of whatever nature, incurred by PTFS, Inc. 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.

Initial all pages  
Vendor Initials

*B*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 4**

Table 2 Contract 2008-007 – Digital Archiving, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	ENDING DATE	CONTRACT AMOUNT
Contract #2008-007	Original Contract	06/25/2008	06/30/2009	\$ 43,060.00
Amendment # 1	First Amendment (1)	07/01/2009	06/30/2010	\$ 23,567.80
Amendment # 2	Second Amendment (2)	07/01/2010	06/30/2011	\$21,522.30
Amendment # 3	Third Amendment (3)	07/01/2011	07/30/2014	\$56,631.96
Amendment #4	Fourth Amendment (4)	07/01/2014	07/30/2017	\$61,104.38
	<b>CONTRACT TOTAL</b>			<b>\$205,886.44</b>

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

Date: 6/4/14

Dan Quinn, VP, Sales and Marketing      Anthony J. Berkant, CFO  
Progressive Technology Federal Systems, Inc.

Corporate Signature Notarized:

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this the 4<sup>th</sup> day of JUNE, 2014, before me,  
~~ANTHONY J. BERKANT~~ SHAWN LEWIS the undersigned Officer ANTHONY BERKANT  
personally appeared and acknowledged her/himself to be the CEO  
of PROGRESSIVE TECHNOLOGY FEDERAL SYSTEMS Corporation, and that she/he, as such  
CEO being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
ANTHONY BERKANT.

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

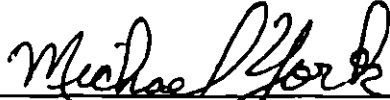
  
Notary Public/Justice of the Peace

My Commission Expires: 6-2-16

Initial all pages  
Vendor Initials B

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 4

(SEAL)



Michael York, State Librarian  
State of New Hampshire  
Department of Cultural Resources

Date: 6/16/14

Approved by the Attorney General (Form, Substance and Execution)



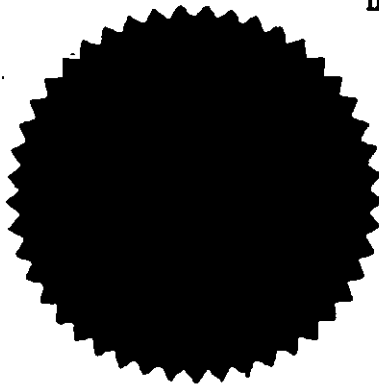
State of New Hampshire, Department of Justice

Date: 6-23-14

**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 Progressive Technology Federal Systems, Inc. a(n) Maryland corporation, is  
authorized to transact business in New Hampshire and qualified on October 15, 2010. I  
further certify that all fees and annual reports required by the Secretary of State's office  
have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of June, A.D. 2014

A handwritten signature in black ink, appearing to read "Wm. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Dan Quinn, of Progressive Technology Federal Systems, Inc., do hereby certify that:

1. I am the duly elected Vice President, Sales and Marketing of Progressive Technology Federal Systems, Inc.;
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the corporation, duly held on August 2, 2000;

RESOLVED: That the Chief Financial Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Anthony J. Berkant is the duly elected Chief Financial Officer of the corporation.


3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of June 13, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President, Sales and Marketing of the corporation this 13th day of June, 2014.



STATE OF MARYLAND  
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2014 by DANIEL QUINN.

  
Notary Public/Justice of the Peace  
My Commission Expires: 6 2 16



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2014

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

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

<b>PRODUCER</b> Lowe-Tillson Insurance & Assoc., Inc. 2403 Research Boulevard Suite 350 Rockville MD 20850		<b>CONTACT NAME:</b> PHONE: 301.258.7773 FAX: 301.258.8111 JAC No. Ext.: JAC No.:	
<b>INSURED</b> Progressive Technology Federal Systems, 11501 Ruff Court North Bethesda, MD 20895		<b>INSURERS AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Casualty Co	<b>RATE:</b> 40282
		<b>INSURER B:</b> The Travelers Indemnity Compan	<b>RATE:</b> 25658
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2013-2014 GL/WC

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.

ITEM	TYPE OF INSURANCE	ADDENDUM	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TT1187586A	10/02/2013	10/02/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	DB6477M606	10/02/2013	10/02/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Department of Cultural Reso  
Michael York, State Librarian  
20 Park St  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Harry Lowe/RIM

ACORD 25 (2010/06)

NH025 (201005).01

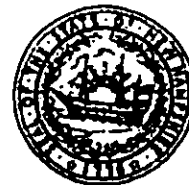
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,  
Division of Libraries, Film and Television Office  
Office of Curatorial Services  
*American Canadian French Cultural Exchange Commission,  
Administratively Attached*  
Van McLeod, Commissioner



June 14, 2011

His Excellency Governor John H Lynch  
And the Honorable Council  
State House  
Concord, NH 03301

7/13/11  
#14

REQUESTED ACTION

Authorize the Department of Cultural Resources to retro-actively amend a sole-source contract with Progressive Technology Federal Systems, Inc. (PTFS, Inc.) vendor code 134900 of Bethesda, Maryland, originally approved by Governor and Council on June 25, 2008 (G&C #26) and amended on August 19, 2009 (G&C # 38) and 12/08/2010 #47 for the digital archiving and capturing solution for born-digital state of NH publications, by increasing the amount by \$56,631.96 to \$144,782.06 and extending the end date to June 30, 2014, retro-active to July 1, 2011.  
Federal Funds are available as follows:

Department of Cultural Resources  
State Library  
Federal Library Programs  
01-34-34-340010-71800000-102-500731

FY 2012  
\$18,404.50

FY 2013  
\$18,872.60

FY 2014  
\$19,354.82

EXPLANATION

The New Hampshire State Library is mandated by RSA 202-B: *New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8)* to serve as the state repository and access point for New Hampshire's state agency publications. As state agencies increasingly produce their publications in "born-digital" formats as opposed to print versions, it has become increasingly more difficult for the state library to meet its statutory requirement to maintain a library collection of state agency publications. In order to comply with this requirement NH State Library entered into an agreement with PTFS originally approved by G&C 06/25/08 # 26. This agreement is sole-source as PTFS was the original contractor, and hosts the proprietary software. The request is retro-active as PTFS was required to update their certificate with the Secretary of State's Office.

This agreement will allow PTFS to continue ASP Hosting and Maintenance and Support for the State Library's Spider 2 Synchronizer, for the period of July 1, 2011 through June 30, 2014. Additionally PTFS will supply support and maintenance for ArchivalWare on hosted environment for 12,500 records and technical support for up to 48 hours.

Respectfully submitted

  
Van McLeod  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

Fax: 603-271-1516 TDD Access: 1-800-735-2964

www.nh.gov/doit

S. William Rogers  
Commissioner

June 21, 2011

Van McLeod, Commissioner  
State of New Hampshire  
Department of Cultural Resources  
20 Park Street  
Concord, NH 03301-6314

Dear Commissioner McLeod:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Progressive Technology Federal Systems, Inc. (PTFS), 6400 Goldsborough Road, Suite 200, Bethesda MD 20817, Vendor Number 134900, described below and referenced as DoIT No. 2008-007 Amendment 2.

This is a request to amend the digital archiving contract with PTFS by extending the hosting and maintenance agreement for the ArchivalWare ASP and the Spyder 2 Synchronizer ASP and equipment through June 30, 2014. Also included in this amendment are professional service hours to configure the spidering application. The amendment amount is \$56,631.96, increasing the total contract not to exceed amount from \$88,150.10 to 144,782.06.

This project is set forth in the Department of Cultural Resources Information Technology Plan for 2008-2011, as noted in Project Concept Document 2008-70, Project Name: Digital Archiving.

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

Sincerely,

  
S. William Rogers

SWR/ltm  
OIT 2008-007-3

cc: Kathleen Stanick, Business Administrator, Department of Cultural Resources

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 3**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-007, on June 25, 2008, Item #26 (herein after referred to as the "Agreement"), Progressive Technology Federal Systems, Inc. (PTFS) (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Cultural Resources (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16 and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to an amendment to said contract (Amendment 1) the Governor by Governor and Council on August 19, 2009 (Item 38) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$23,567.80 from \$43,060.00 to \$66,627.80 and extending the end date to June 30, 2010;

WHEREAS, pursuant to an amendment to said contract (Amendment 2) the Governor by Governor and Council on December 8, 2010 (Item 47) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$21,522.30 from \$66,627.80 to \$88,150.10 and extending the end date to June 30, 2011, retro-active to July 1, 2010;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, The Department and the Vendor seek to clarify the Agreement by extending the end date and increasing the total contract Price.

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

A. The Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2014.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$56,631.96 from \$88,150.10 to \$144,782.06

B. Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

Table 1

Contract Number	Section
Section 5	Add Section 5.3 as follows:  5.3 Amendment 3 Service Agreement  5.3.1 July 1, 2011-June 30, 2014 Digital Archiving Solution - ASP Model Service includes ArchivalWare on hosted environment, not to exceed 10 GB or

Initial all pages  
Vendor Initials \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 3**

	12,500 records annually. Hosting period will extend from July 1, 2011 through June 30, 2014.
	<b>5.3.2 Spidering Solution</b> Annual ASP Hosting service for NHSL's Spyder 2 Synchronizer for the period from July 1, 2011 through June 30, 2014. Solution also includes maintenance and support for the Spyder 2 Synchronizer, on an annual basis, from July 1, 2011 through June 30, 2014.
	<b>5.3.3 Professional Service Hours (sixteen annually) to configure spidering application for use against TBD websites, from July 1, 2011 through June 30, 2014.</b>

Exhibit B of the Agreement is hereby amended as follows:

1. Delete the first paragraph of Section 1.1 and replace with the following to reflect the amended price and ending date:

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$144,782.06 for the period between the Effective Date and June 30, 2014. PTFS, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow PTFS, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Amend the Deliverables and Pricing by modifying Table 2A to add:

<b>Table 2A – Amendment 3 Deliverables and Pricing</b>			
<b>Description</b>	<b>License Type</b>	<b>Quantity</b>	<b>Net Price</b>
<b>July 1, 2011-June 30, 2012</b>			
<b>Tech Products</b>			
<b>Spider 2 Synchronizer ASP and Maintenance and Support</b>	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2011 through June 30, 2012	One (1)	\$ 5,304.50
<b>Application Products</b>			
<b>ArchivalWare ASP</b>	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2011 through June 30, 2012.	One (1)	\$ 10,300.00
<b>Other Services</b>			
<b>Professional Service Hours</b>	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2011 through June 30, 2012.	Sixteen (16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2011-June 30, 2012</b>			<b>\$ 18,404.50</b>

Initial all pages  
Vendor Initials \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 3**

<b>July 1, 2012-June 30, 2013</b>			
<b>Tech Products</b>			
<b>Spider 2 Synchronizer ASP and Maintenance and Support</b>	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2012 through June 30, 2013	One (1)	\$ 5,463.64
<b>Application Products</b>			
<b>ArchivalWare ASP</b>	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2012 through June 30, 2013.	One (1)	\$ 10,609.00
<b>Other Services</b>			
<b>Professional Service Hours</b>	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2012 through June 30, 2013.	Sixteen (16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2012-June 30, 2013</b>			<b>\$ 18,872.64</b>

<b>July 1, 2013-June 30, 2014</b>			
<b>Tech Products</b>			
<b>Spider 2 Synchronizer ASP and Maintenance and Support</b>	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2013 through June 30, 2014	One (1)	\$ 5,627.55
<b>Application Products</b>			
<b>ArchivalWare ASP</b>	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2013 through June 30, 2014.	One (1)	\$ 10,927.27
<b>Other Services</b>			
<b>Professional Service Hours</b>	Work with the State to configure spidering solution application for use against TBD Websites for one year period July 1, 2013 through June 30, 2014.	Sixteen (16) hours	\$ 2,800.00
<b>Sub-Total July 1, 2013-June 30, 2014</b>			<b>\$ 19,354.82</b>
<b>Amendment # 3 GRAND TOTAL for July 1, 2011- June 30, 2014</b>			<b>\$ 56,631.96</b>

3. Delete Section 2 and replace with the following to reflect the amended price:

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$144,782.06 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to PTFS, Inc. for all fees and expenses, of whatever nature, incurred by PTFS, Inc. 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.

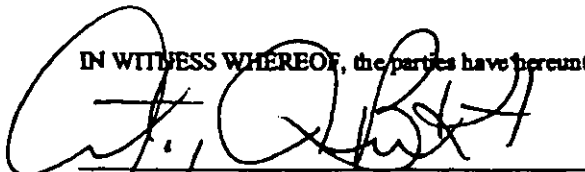
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 3

Table 2 Contract 2008-007 – Digital Archiving, Contract Amendment Descriptions

CONTRACT AMENDMENT NUMBER	AMENDMENT DESCRIPTION	DATE EXECUTED	DATE IN EFFECT	CONTRACT AMOUNT
Contract #2008-007	Original Contract	06/25/2008	06/30/2009	\$ 43,060.00
Amendment # 1	First Amendment (1)	07/01/2009	06/30/2010	\$ 23,567.80
Amendment # 2	Second Amendment (2)	07/01/2010	06/30/2011	\$21,522.30
Amendment # 3	Third Amendment (3)	07/01/2011	07/30/2014	\$56,631.96

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

  
Anthony J. Berkant, VP Finance  
Progressive Technology Federal Systems, Inc.

Date: 5/5/11

Corporate Signature Notarized:

STATE OF Maryland

COUNTY OF Montgomery County

On this the 5<sup>th</sup> day of May, 2011, before me,  
the undersigned Officer ANTHONY BERKANT  
personally appeared and acknowledged her/himself to be the VICE PRESIDENT, FINANCE  
of PROGRESSIVE TECHNOLOGY FEDERAL SYSTEMS corporation, and that she/he, as such  
VP, FINANCE being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
VP, FINANCE.

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

Sharon Lewis  
Notary Public/Justice of the Peace

My Commission Expires: 6/2/2012

(SEAL)

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 3

Michael York  
Michael York, State Librarian  
State of New Hampshire  
Department of Cultural Resources

Date: 5/12/11

Approved by the Attorney General (Form, Substance and Execution)

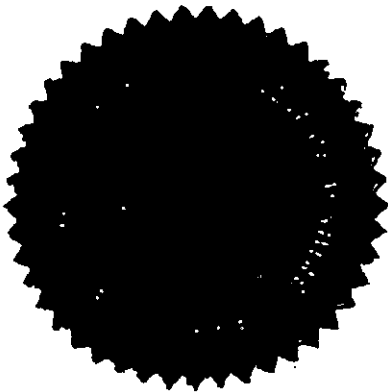
Rosemary Wiant  
State of New Hampshire, Department of Justice  
Rosemary Wiant

Date: 6-17-11

**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 Progressive Technology Federal Systems, Inc., a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on October 15, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of June, A.D. 2011

A handwritten signature in black ink, appearing to read "Wm. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

### Authorization to Enter into Contracts with New Hampshire State Library

#### Resolution

THIS IS TO CERTIFY that the following is a true and correct excerpt facsimile from a resolution adopted at a meeting of the Board of Directors of the Progressive Technology Federal Systems, Inc. on August 2, 2000 at which time a quorum was present and voted, and further that said resolution has not been rescinded, altered or amended and is still in full force and effect.

*"Be it resolved that Anthony J. Berkant is hereby authorized on behalf of this Organization to enter into contracts with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications, thereto, as s/he may deem necessary, desirable or appropriate."*

Signed: \_\_\_\_\_

(Signature of organization's Secretary)

Printed Name: \_\_\_\_\_

Jennifer L Black

#### Certificate

STATE OF NEW HAMPSHIRE

COUNTY OF Maryland, Montgomery County

On the 5th day of May, 2011 before the undersigned officer, personally appeared

JENNIFER BLACKS, or satisfactorily proven to be the person whose name appears above,  
(print name of person whose signature is being notarized)

and acknowledged s/he executed this document in the capacity indicated.

Sharon Lewis

Notary Public/Justice of the Peace

Printed Name: SHARON LEWIS

My Commission Expires: 6/22/2012

\*The Resolution date must be before the date on the signature/initialed date on the NH Contract Form P-11.  
\_\_\_\_\_ NH Contract Form.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 05/05/2011

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).

<b>PRODUCER</b> Lowe-Tillson Insurance & Assoc., Inc. 1370 Piccard Drive Suite #150 Rockville, MD 20850	<b>CONTACT NAME:</b> Kimberley Kenealy <b>PHONE (A/C No. Ext.):</b> 301.258.7773 <b>FAX (A/C No. Ext.):</b> 301.258.5111 <b>ADDRESS:</b> <b>PRODUCER:</b> <b>CUSTOMER ID #:</b>														
<b>INSURED</b> Progressive Technology Federal Systems, Inc. 6400 Goldsboro Road Suite 200 Bethesda, MD 20817	<table border="1"> <thead> <tr> <th>INSURER'S AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Trav Prop Cas Ins Co Am</td> <td>25674</td> </tr> <tr> <td>INSURER B: Farmington Casualty</td> <td>41483</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER'S AFFORDING COVERAGE	NAIC #	INSURER A: The Trav Prop Cas Ins Co Am	25674	INSURER B: Farmington Casualty	41483	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 1011g1wc

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.

ITEM LTR	TYPE OF INSURANCE	APPLICABLE PERIOD (WYD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TT05802692	10/02/2010	10/02/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		UB6477M606	10/02/2010	10/02/2011	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire State Library  
 Janet Eklund, Admin. of Library Operations  
 20 Park Street  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Harry Lowe/KIM

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources.  
Division of Libraries, Film and Television Office  
Office of Curatorial Services  
*American Canadian French Cultural Exchange Commission,  
Administratively Attached*  
Van McLeod, Commissioner



November 2, 2010

His Excellency Governor John H Lynch  
And the Honorable Council  
State House  
Concord, NH 03301

12/8/10  
4/47

REQUESTED ACTION

Authorize the Department of Cultural Resources to retro-actively amend a contract with Progressive Technology Federal Systems, Inc. (PTFS, Inc.) vendor code 134900 of Bethesda, Maryland, originally approved by Governor and Council on June 25, 2008 (G&C #26) and amended on August 19, 2009 (G&C # 38) for the digital archiving and capturing solution for born-digital state of NH publications, by increasing the amount by \$21,522.30 to \$88,150.10 and extending the end date to June 30, 2011, retro-active to July 1, 2010. Federal Funds are available as follows:

Department of Cultural Resources  
State Library  
Federal Library Programs

01-34-34-340010-7180000 -500731

\$21,522.30

EXPLANATION

The New Hampshire State Library is mandated by *RSA 202-B: New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8)* to serve as the state repository and access point for New Hampshire's state agency publications. As state agencies increasingly produce their publications in "born-digital" formats as opposed to print versions, it has become increasingly more difficult for the state library to meet its statutory requirement to maintain a library collection of state agency publications. In order to comply with this requirement NH State Library entered into an agreement with PTFS originally approved by G&C 06/25/08 # 26.

This agreement will allow PTFS to continue ASP Hosting and Maintenance and Support for the State Library's Spider 2 Synchronizer, for the period of July 1, 2010 through June 30, 2011. Additionally PTFS will supply support and maintenance for ArchivalWare on hosted environment for 5,000 records and technical support for up to 48 hours.

This agreement is retro-active as the vendor did not submit the required paperwork in a timely manner.

Respectfully submitted

Van McLeod  
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/doit](http://www.nh.gov/doit)

Peter C. Hastings  
Interim Commissioner

November 2, 2010

Van McLeod, Commissioner  
State of New Hampshire  
Department of Cultural Resources  
20 Park Street  
Concord, NH 03301-6314

Dear Commissioner McLeod:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Progressive Technology Federal Systems, Inc. (PTFS), 6400 Goldsborough Road, Suite 200, Bethesda MD 20817, Vendor Number 134900, described below and referenced as OIT No. 2008-007 Amendment 2.

This is a request to amend the digital archiving contract with PTFS by extending the hosting and maintenance agreement for the ArchivalWare ASP and the Spyder 2 Synchronizer ASP and equipment through June 30, 2011. Also included in this amendment are professional service hours to configure the spidering application. The amendment amount is \$21,522.30, increasing the total contract not to exceed amount from \$66,627.80 to \$81,150.10.

This project is set forth in the Department of Cultural Resources Information Technology Plan for 2008-2011, as noted in Project Concept Document 2008-70, Project Name: Digital Archiving.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Hastings".

Peter C. Hastings

PCH/efg  
OIT 2008-007-2  
RID 10182

cc: Kathleen Stanick, Business Administrator, Department of Cultural Resources

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 2**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-007, on June 25, 2008, Item #26 (herein after referred to as the "Agreement"), Progressive Technology Federal Systems, Inc. (PTFS) (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Cultural Resources (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16 and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, pursuant to an amendment to said contract (Amendment 1) the Governor by Governor and Council on August 19, 2009 (Item 38) approved additional enhancements of Unemployment Insurance processes and systems under said contract by increasing the amount by \$23,567.80 from \$43,060.00 to \$66,627.80 and extending the end date to June 30, 2010;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, The Department and the Vendor seek to clarify the Agreement by extending the end date and increasing the total contract Price.

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

A. The Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2011.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by ~~\$21,522.30 from \$66,627.80 to \$88,150.10~~

B. Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

**Table 1**

<b>Contract # 2008-007</b>	
<b>Exhibit A Section Number</b>	<b>AMENDED TEXT</b>
<b>Section 5</b>	<b>Add Section 5.2 as follows:</b>  <b>5.2 Amendment 2 Service Agreement</b>  <b>5.2.1 Digital Archiving Solution – ASP Model</b> Service includes ArchivalWare on hosted environment for one year, not to exceed 10 GB or 12,500 records. Hosting period will extend from July 1, 2010 through June 30, 2011.  <b>5.2.2 Spidering Solution</b> ASP Hosting service for NHSL's Spyder 2 Synchronizer for a one year period from July 1, 2010 through June 30, 2011. Solution also includes maintenance

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 1**

	and support for the Spyder 2 Synchronizer for a one year period from July 1, 2010 through June 30, 2011 and professional service hours to configure spidering application for use against TBD websites.
--	---

Exhibit B of the Agreement is hereby amended as follows:

1. Delete the first paragraph of Section 1.1 and replace with the following to reflect the amended price and ending date:

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$88,150.10 for the period between the Effective Date and June 30, 2011. PTFS, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow PTFS, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Amend the Deliverables and Pricing by modifying Table 2A to read:

<b>Table 2A – Amendment 1 Deliverables and Pricing</b>			
<b>Description</b>	<b>License Type</b>	<b>Quantity</b>	<b>Net Price</b>
<b>Tech Products</b>			
Spider 2 Synchronizer ASP and Maintenance and Support	ASP Hosting service for NHSL's Spider 2 Synchronizer and maintenance and support for one year period from July 1, 2010 through June 30, 2011	One (1)	\$ 4,200.00
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 12,500 records. Service includes support and maintenance for one year period July 1, 2010 through June 30, 2011.	One (1)	\$ 10,000.00
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites.		\$ 7,322.30
<b>Grand Total</b>			<b>\$ 21,522.30</b>

Initial all pages  
Vendor Initials   *B*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 1

3. Delete Section 2 and replace with the following to reflect the amended price:

**2. TOTAL CONTRACT PRICE**


Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$88,150.10 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to PTFS, Inc. for all fees and expenses, of whatever nature, incurred by PTFS, Inc. 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.

Table 2 Contract 2009-007 – Digital Archiving, Contract Amendment Descriptions

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	ENDING DATE	CONTRACT AMOUNT
Contract #2008-007	Original Contract	06/25/08	06/30/09	\$ 43,060.00
Amendment # 1	First Amendment (1)	07/01/09	06/30/10	\$ 23,567.80
Amendment # 2	Second Amendment (2)	7/1/10	6/30/11	\$21,522.30
	<b>CONTRACT TOTAL</b>			<b>\$ 88,150.10</b>

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

  
\_\_\_\_\_  
Anthony J. Berkant, VP Finance  
Progressive Technology Federal Systems, Inc.

Date: 10/19/10

Corporate Signature Notarized:

STATE OF Maryland

COUNTY OF Montgomery County

On this the 19 day of October, 2010, before me,  
SHARON LEWIS, the undersigned Officer ANTHONY BERKANT,  
personally appeared and acknowledged her/himself to be the VICE PRESIDENT, FINANCE  
of PROGRESSIVE TECHNOLOGY FEDERAL SYSTEMS, INC., a corporation, and that she/he, as such  
VP, FINANCE being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
VP, FINANCE

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


  
\_\_\_\_\_  
Sharon Lewis

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 1

Notary Public/~~Justice of the Peace~~

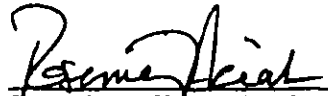
My Commission Expires: My Comm. Exp. 6/12, 2012

(SEAL)

  
\_\_\_\_\_  
Michael York, State Librarian  
State of New Hampshire  
Department of Cultural Resources

Date: 11/2/10

Approved by the Attorney General (Form, Substance and Execution)

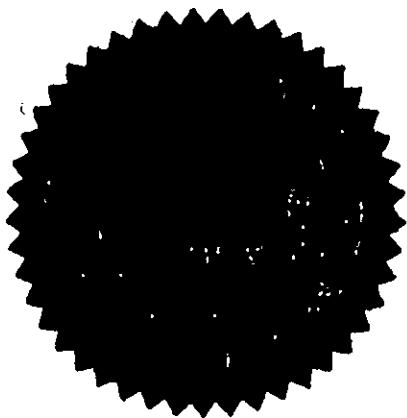
  
\_\_\_\_\_  
State of New Hampshire, Department of Justice  
Rosemary Wiant

Date: 11-5-10

**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 PROGRESSIVE TECHNOLOGY FEDERAL SYSTEMS, INC, a(n)  
Maryland corporation, is authorized to transact business in New Hampshire and qualified  
on October 15, 2010. I further certify that all fees required by the Secretary of State's  
office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of October, A.D. 2010

A handwritten signature in dark ink, appearing to read "Wm. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

### Authorization to Enter into Contracts with New Hampshire State Library

#### Resolution

THIS IS TO CERTIFY that the following is a true and correct excerpt facsimile from a resolution adopted at a meeting of the Board of Directors of Progressive Technology Federal Systems, Inc. on

August 2, 2000 at which time a quorum was present and voted, and further that said resolution has not been rescinded, altered or amended and is still in full force and effect.

*"Be it resolved that Anthony J. Berkani is hereby authorized on behalf of this Organization to enter into contracts with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications, thereto, as s/he may deem necessary, desirable or appropriate."*

Signed: \_\_\_\_\_

(Signature of organization's Secretary)

Printed Name: \_\_\_\_\_

Jennifer L. Black

#### Notary Certification

STATE OF Maryland

COUNTY OF Montgomery

\*\*On the 21st day of October, 2010 before the undersigned officer, personally appeared

JENNIFER BLACK, or satisfactorily proven to be the person whose name appears above,  
(print name of person whose signature is being notarized)

and acknowledged s/he executed this document in the capacity indicated.

Sharon Lewis  
Notary Public/Justice of the Peace

Printed Name: SHARON LEWIS

My Commission Expires: MY COMMISSION 6/2, 2012

\*The Resolution date must occur before the date of execution of the Amendment

\*\*The Notary date must be the same date or after the execution date on the Amendment

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/18/2010

PRODUCER 301.258.7773 FAX 301.258.5111  
Lowe-Tillson Insurance & Assoc., Inc.  
1370 Piccard Drive  
Suite #150  
Rockville, MD 20850

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Progressive Technology Federal Systems, Inc.  
6400 Goldsboro Road  
Suite 200  
Bethesda, MD 20817

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: The Trav Prop Cas Ins Co Am

25674

INSURER B: The Travelers Indemnity Compan

25658

INSURER C: Farmington Casualty

41483

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS ADDL LTH RSER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TT05802692	10/02/2010	10/02/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
	B	AUTOMOBILE LIABILITY <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	BA8074N648	10/02/2010	10/02/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
			A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TT05802693	10/02/2010
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER		UB6477M606	10/02/2010	10/02/2011

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

New Hampshire State Library  
Administrator of Library Operations  
20 Park Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Harry Lowe/KIM

ACORD 25 (2009/01)

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES**

Division of Arts, Division of Historical Resources,  
Division of Libraries, Film and Television Office  
Office of Curatorial Services  
*American Canadian French Cultural Exchange Commission,  
Administratively Attached*



**Van McLeod, Commissioner**

June 29, 2009

His Excellency Governor John H Lynch  
And the Honorable Council  
State House  
Concord, NH 03301

**G & C Approved**  
Date 8/19/09  
Item # 38

**REQUESTED ACTION**

Authorize the Department of Cultural Resources to retro-actively amend a contract with Progressive Technology Federal Systems, Inc. (PTFS, Inc.) vendor code 134900 of Bethesda, Maryland, originally approved by Governor and Council on June 25, 2008 (G&C #26) for the digital archiving and capturing solution for born-digital state of NH publications, by increasing the amount by \$23,567.80 to \$66,627.80 and extending the end date to June 30, 2010, retro-active to July 1, 2009. Federal Funds are available as follows:

Federal Library Programs  
010 - 034 - 7180 - 102 - 0731

FY 2010  
\$23,567.80

**EXPLANATION**

The New Hampshire State Library is mandated by *RSA 202-B: New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8)* to serve as the state repository and access point for New Hampshire's state agency publications. As state agencies increasingly produce their publications in "born-digital" formats as opposed to print versions, it has become increasingly more difficult for the state library to meet its statutory requirement to maintain a library collection of state agency publications. In order to comply with this requirement NH State Library entered into an agreement with PTFS originally approved by G&C 06/25/08 # 26.

This agreement will allow PTFS to continue ASP Hosting and Maintenance and Support for the State Library's Spider 2 Synchronizer, for the period of July 1, 2009 through June 30, 2010. Additionally PTFS will supply support and maintenance for ArchivalWare on hosted environment for 5,000 records and technical support for up to 48 hours.

This agreement is retro-active as the vendor did not submit the required paperwork in a timely manner.

Respectfully submitted

Van McLeod  
Commissioner

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2008-007, on June 25, 2008, Item #26 (herein after referred to as the "Agreement"), Progressive Technology Federal Systems, Inc. (PTFS) (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Cultural Resources (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16 and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, The Department and the Vendor seek to clarify the Agreement by adding services, extending the end date and increasing the total contract Price.

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

The Contract Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2010.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$23,567.80 from \$43,060.00 to \$66,627.80.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

**Table 1**

<b>Contract # 2008-007</b> <b>Exhibit A: Section</b> <b>Quantity</b>	<b>AMENDMENT 1</b>
<b>Section 5</b>	<b>Add Section 5.1: Amendment 1 Service Agreement as follows:</b>  <b>5.1 Amendment 1 Service Agreement</b>  <b>5.1.1 Digital Archiving Solution – ASP Model</b> Service includes ArchivalWare on hosted environment for one year, not to exceed 10 GB or 5,000 records. Hosting period will extend from July 1, 2009 through June 30, 2010.  <b>5.1.2 Spidering Solution</b> ASP Hosting service for NHSL's Spyder 2 Synchronizer for a one year period from July 1, 2009 through June 30, 2010. Solution also includes maintenance and support for the Spyder 2 Synchronizer for a one year period from July 1, 2009 through June 30, 2010 and 48 professional service hours to configure spidering application for use against TBD websites.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 1**

Exhibit B of the Agreement is hereby amended as follows:

1. Delete the first paragraph of Section 1.1 and replace with the following to reflect the amended price and ending date:

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$66,627.80 for the period between the Effective Date and June 30, 2010. PTFS, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow PTFS, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Amend the Deliverables and Pricing by adding Table 2A.

<b>Table 2A – Amendment 1 Deliverables and Pricing</b>			
<b>Description</b>	<b>License Type</b>	<b>Quantity</b>	<b>Net Price</b>
<b>Tech Products</b>			
Spider 2 Synchronizer ASP	ASP Hosting service for NHSL's Spider 2 Synchronizer for one year period from July 1, 2009 through June 30, 2010	One (1)	\$ 5,150.00
Spider 2 Synchronizer Maintenance and Support	Maintenance and Support for the Spider 2 Synchronizer for a one year period from July 1, 2009 through June 30, 2010	One (1)	\$ 2,017.80
<b>ArchivalWare</b>			
<b>Application Products</b>			
ArchivalWare ASP	ArchivalWare on hosted environment for one year not to exceed 10 GB or 5,000 records. Service includes support and maintenance for one year period July 1, 2009 through June 30, 2010.	One (1)	\$ 8,000.00
<b>Other Services</b>			
Professional Service Hours	Work with the State to configure spidering solution application for use against TBD Websites.	Forty eight (48) hours @ \$175/hr	\$ 8,400.00
<b>Grand Total</b>			<b>\$ 23,567.80</b>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 1**

3. Delete Section 2 and replace with the following to reflect the amended price:

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$66,627.80 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to PTFS, Inc. for all fees and expenses, of whatever nature, incurred by PTFS, Inc. 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.

**Table 2 Contract 2009-007 - Digital Archiving, Contract Amendment Descriptions**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	EFFECTIVE DATE	ENDING DATE	CONTRACT AMOUNT
Contract #2008-007	Original Contract	06/25/08	06/30/09	\$ 43,060.00
Amendment # 1	First Amendment (1)	07/01/09	06/30/10	\$ 23,567.80
	<b>CONTRACT TOTAL</b>			<b>\$ 66,627.80</b>

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

\_\_\_\_\_  
Dan Quinn, VP, Sales and Marketing  
Progressive Technology Federal Systems, Inc.

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

Corporate Signature Notarized:

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

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

On this the \_\_\_\_ day of \_\_\_\_\_, 2009, before me,  
\_\_\_\_\_, the undersigned Officer \_\_\_\_\_,  
personally appeared and acknowledged her/himself to be the \_\_\_\_\_  
of \_\_\_\_\_, a corporation, and that she/he, as such  
being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
\_\_\_\_\_.

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT AMENDMENT 1**

**My Commission Expires:**

**(SEAL)**

\_\_\_\_\_  
Michael York, State Librarian  
State of New Hampshire  
Department of Cultural Resources

**Date:** \_\_\_\_\_

**Approved by the Attorney General (Form, Substance and Execution)**

\_\_\_\_\_  
State of New Hampshire, Department of Justice

**Date:** \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources.  
Division of Libraries, Film and Television Office  
Office of Curatorial Services  
*American Canadian French Cultural Exchange Commission,  
Administratively Attached*  
Van McLeod, Commissioner



June 4, 2008

His Excellency Governor John H Lynch  
And the Honorable Council  
State House  
Concord, NH 03301

G & C Approved  
Date 6/25/08  
Item # 26

REQUESTED ACTION

The Department of Cultural Resources/New Hampshire State Library seeks approval to enter into a sole source agreement with Progressive Technology Federal Systems, Inc. (PTFS, Inc.) vendor code 134900 of Bethesda, Maryland in the amount of \$43,060.00 to provide a digital archiving and capturing solution for born-digital state of NH publications, to be effective upon Governor and Council Approval through June 30, 2009. Funds are available as follows:

Federal Library Programs  
010 - 034 - 7180 - 099 - 0465

FY 2009  
\$43,060.00

EXPLANATION

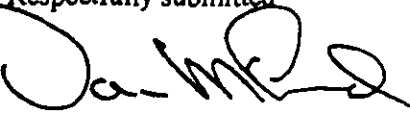
The New Hampshire State Library is mandated by *RSA 202-B: New Hampshire Government Information Dissemination and Access Act (Sections 6, 7 & 8)* to serve as the state repository and access point for New Hampshire's state agency publications. As state agencies increasingly produce their publications in "born-digital" formats as opposed to print versions, it has become increasingly more difficult for the state library to meet its statutory requirement to maintain a library collection of state agency publications. This agreement will be used to obtain an ASP solution for a digital content management system and the staff training to store, preserve, search and retrieve born-digital state of NH publications.

An estimated analysis of NH agency publications conducted recently indicated that the majority of documents produced in state government are now being published in digital format. Since 2001, the state library has maintained a successful and productive relationship with a library software vendor called SirsiDynix to provide a statewide union catalog called the New Hampshire Automated Information System (NHAIS). The optimal digital asset management solution must allow for seamless integration with federated search solutions and legacy systems such as our existing SirsiDynix NHAIS system.

Sole source approval sought as SirsiDynix has advised purchasing a digital archiving and capturing solution from its long-term partner vendor, PTFS, Inc. PTFS offers a scalable COTS (Commercial Off-the-Shelf) solution called Archival Ware and Spider Synchronizer as an ASP option for a digital content management system that would locate, capture, store, preserve, search and retrieve born-digital state publications.

As a leading systems integration company that specializes in digital archiving, content digitization, and library services and solutions, Progressive Technology Federal Systems, Inc. (PTFS) clients include federal and state government agencies such as U.S. Marine Corps, Wyoming State Library Utah State Library and Vermont State Library. PTFS, Inc. is the vendor of choice for SirsiDynix as well as the New Hampshire State Library's vendor of choice. ArchivalWare and Spider Synchronizer provides an integrated turnkey "total solution" system with a Z39.50 module, standards compliant, file-type agnostic database as well as on-site and off-site professional services.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Van McLeod', written over a horizontal line.

Van McLeod  
Commissioner



**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY**

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

**Richard C. Bailey, Jr.**  
*Chief Information Officer*

June 5, 2008

Van McLeod, Commissioner  
State of New Hampshire  
Department of Cultural Resources  
20 Park Street  
Concord, NH 03301-6314

Dear Commissioner McLeod:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into a contract with Progressive Technology Federal Systems, Inc. (PTFS), 6400 Goldsborough Road, Suite 200, Bethesda MD 20817, Vendor Number 134900, described below and referenced as OIT No. 2008-007.

This is a request to enter into a contract for a hosted digital archiving solution with spidering project. The contract will become effective upon Governor and Council approval through June 30, 2009. The term may be extended annually at the sole option of the State for additional periods up to five (5) years, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2014. The amount of the contract is not to exceed \$ 43,060.00.

This project is set forth in the Department of Cultural Resources Information Technology Plan for 2008-2011, as noted in Project Concept Document 2008-70, Project Name: Digital Archiving.

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

Sincerely,

A handwritten signature in black ink, appearing to read "R. C. Bailey, Jr.", written over a horizontal line.

Richard C. Bailey, Jr.

RCB/efg  
OIT 2008-007  
RID 6536

cc: Kathleen Stanick, Business Administrator

STATE OF NEW HAMPSHIRE  
DEPARTMENT CULTURAL RESOURCES  
NEW HAMPSHIRE STATE LIBRARY  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
CONTRACT DOCUMENT

CONTRACT AGREEMENT

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

**GENERAL PROVISIONS**

1.1 State Agency Name Department of Cultural Resources, New Hampshire State Library		1.2 State Agency Address 20 Park Street, Concord, NH 03301	
1.3 Contractor Name Progressive Technology Federal Systems, (PTFS), Inc.		1.4 Contractor Address 6400 Goldsborough Road, Suite 200, Bethesda MD 20817	
1.5 Account No. 010-034-7180-046-0465	1.6 Completion Date June 30, 2009	1.7 Audit Date	1.8 Price Limitation \$43,060.00
1.9 Contracting Officer for State Agency <i>Michael York</i>		1.10 State Agency Telephone Number 271-2397	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name & Title of Contractor Signor Dan Quinn, VP, Sales & Marketing	
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) <i>Margaret M. Claunch</i>		MARGARET M. CLAUNCH NOTARY PUBLIC STATE OF MARYLAND My Commission Expires January 18, 2010	
1.13.2 Name & Title of Notary or Justice of the Peace <i>Margaret M. Claunch Notary Public</i>			
1.14 State Agency Signature(s) <i>Michael York</i>		1.15 Name/Title of State Agency Signor(s) <i>Michael York State Librarian</i>	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>6/9/08</i>			
1.18 Approval by the Governor & Council By: _____ On: _____			

2008-007 DCR Digital Archiving

Initial All Pages:

PTFS's initials: *DM 4*

6/2/2008

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STATE OF NEW HAMPSHIRE  
DEPARTMENT CULTURAL RESOURCES  
NEW HAMPSHIRE STATE LIBRARY  
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2008-007 DCR Digital Archiving Contract-Statement of Work

Initial All Pages:

PTFS's initials: DMY 6/2/2008

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**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Criteria	The criteria a product must meet to successfully complete a test phase or meet delivery requirements.
Agreement	A contract duly executed and legally binding.
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that PTFS has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This agreement between the State of New Hampshire and PTFS, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1: <i>Contract Documents</i> )
Contract Managers	The persons identified by in the Statement of Work (SOW) Section 4: <i>Contract Management</i> .
COTS	Commercial-off-the-shelf software
Data	State's records, files, forms, data and other documents or information that shall be used during the Contract Term.
Deficiencies	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - services were inadequate and require re-performance.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can</p>

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	<p>perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance.</p> <p>Class C Deficiency - <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance.</p>
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by PTFS to the State under the Contract.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Extended Term	Period of the Contract from the end of the initial Contract date through the end date of the new period set by the Contract amendment.
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of PTFS's cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Key Project Staff	Personnel identified by the State and by PTFS as essential to work on the Project.
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 that are not Software Deliverables or Written

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Deliverables	Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's direction to PTFS to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents preside in the event of a conflict or ambiguity.
PTFS	Progressive Technology Federal Systems, Inc.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and PTFS personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in Statement of Work, Section 4: <i>Contract Management</i> .
Proposal	PTFS' written proposal describing the services and products to be furnished under the Contract
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have been correct and/or have caused errors elsewhere in the application/process.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then five (5) business days shall apply.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by PTFS on the Project as described in the Contract.
Software	Digital Archiving Software with Spidering provided by PTFS under the Contract
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

STATE OF NEW HAMPSHIRE  
DEPARTMENT CULTURAL RESOURCES  
NEW HAMPSHIRE STATE LIBRARY  
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	requirements and terms of the Specifications.
SOW	Statement of Work
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. The Specifications are incorporated, by reference, as though completely set forth herein.
Spidering	The process by which an automated process collects information from a web site in order to add it to an index.
State	STATE is defined as: State of New Hampshire, Department of Cultural Resources 20 Park Street Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable State and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
State Project Leader	State's representative with regard to project oversight.
State Project Manager (PM)	State's representative with regard to project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by PTFS to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through a full 12 month period
UAT	User Acceptance Test
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the project. They create/develop test cases to

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	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.
Warranty Period	The period following Acceptance during which PTFS will provide Warranty Services to the State.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The services PTFS will provide to the State during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by PTFS either in paper or electronic format.

*JMP*

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This Contract is by and between the State of New Hampshire, acting through the Department of Cultural Resources, New Hampshire State Library ("State"), and Progressive Technology Federal Systems, Inc. (PTFS), a Maryland Corporation, having its principal place of business at 6400 Goldsboro Rd, Suite 200, Bethesda, MD to implement a hosted digital archiving solution with spidering which will include requirements analysis, E-commerce, process re-engineering, hardware and software installation, training, support and maintenance.

**RECITALS**

The State desires to have PTFS provide a hosted, Commercial-off-the-shelf software system, and associated Services for the Department of Cultural Resources;

PTFS wishes to provide a hosted, Commercial-off-the-shelf software system and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Service
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Contractor's Proposal
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related Terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Not applicable with this Contract
- o. Exhibit N Certificate of Vote
- p. Exhibit O Certificate of Authority
- q. Exhibit P Certificate of Insurance

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**1.2 Order of Precedence**

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

- a. State of New Hampshire, Department of Cultural Resources Contract 2008-007.
- b. The Contractor Proposal for Contract 2008-007, dated May 5, 2008.

**1.3 Non-Exclusive, Firm Fixed Price (FFP) Contract**

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

The State may, at its discretion, retain other contractors to provide Services or deliverables procured under this Contract. PTFS shall not be responsible for any delay, act, or omission of such other contractors, except that PTFS shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of PTFS.

**2. CONTRACT TERM**

**2.1 Term**

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Contract shall begin on the Effective Date and extend for a full 12 month period. The Term may be extended annually, ("Extended Term") at the sole option of the State, for additional periods up to five (5) years, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2014.

PTFS shall commence work upon issuance of a Notice to Proceed by the State. If PTFS commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of PTFS and the State shall be under no obligation to pay PTFS for any costs incurred or Services performed.

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

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**3. COMPENSATION**

**3.1 Contract Price**

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

**4. CONTRACT MANAGEMENT**

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

**4.1 PTFS's Contract Manager**

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

Dan Quinn  
VP, Marketing and Sales  
PTFS, Inc.  
6400 Goldsboro Rd, Suite 200  
Bethesda, MD 20817  
Tel: 301-654-8088 x154  
Fax: 301-654-5789  
Email: dquinn@ptfs.com

**4.2 PTFS's Project Manager**

**4.2.1 Contract Project Manager**

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

**4.2.2** The PTFS Project Manager shall have full authority to make binding decisions under the Contract, and shall function as PTFS's representative for all administrative and management matters. PTFS's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I: *Work Plan, Section 2: Roles and Responsibilities*. The PTFS's Project Manager must be available to promptly

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respond during Normal Business Hours to inquiries from the State. PTFS's Project Manager must work diligently and use his/ her best efforts on the Project. PTFS's Project Manager must be qualified to perform the obligations required of the position under the Contract.

- 4.2.3 PTFS shall not change its assignment of the PTFS Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the PTFS's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the PTFS Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Statement of Work (SOW) Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. PTFS shall assign a replacement PTFS Project Manager within ten (10) business days of the departure of the prior PTFS Project Manager, and PTFS shall continue during the ten (10) business day period to provide competent project management Services through the assignment of a qualified interim PTFS 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 PTFS in default and pursue its remedies at law and in equity, if PTFS fails to assign a PTFS Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 The PTFS Project Manager is:

Jennifer Black  
Director, Digital Library Solutions  
PTFS, Inc  
6400 Goldsboro Rd, Suite 200  
Bethesda, MD 20817  
Tel: 301-654-8088 x114  
Fax: 301-654-5789  
Email: jblack@ptfs.com

**4.3 PTFS Key Project Staff**

- 4.3.1 PTFS shall assign Key Project Staff who meet the requirements of the Contract, and can implement the digital archiving software solution with spidering. The State may conduct reference and background checks on the PTFS Key Project Staff. The State reserves the right to require removal or reassignment of PTFS's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.

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4.3.2 PTFS shall not change any PTFS Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of PTFS Key Project Staff will not be unreasonably withheld. The replacement PTFS Key Project Staff shall have comparable or greater skills than the PTFS Key Project Staff being replaced; meet the requirements of the Contract and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager* and in SOW Section 4.10: *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 PTFS in default and to pursue its remedies at law and in equity, if PTFS fails to assign Key Project Staff meeting the requirements and terms of the Contract.

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

**Key Members of the PTFS Team are:**

<b>Key Member(s)</b>	<b>Title</b>
Jennifer Black	Director, Digital Library Solutions
Sergey Yefimov	Senior Systems Engineer
Natalia Dandenault	Systems Engineer

**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 York  
Department of Cultural Resources  
New Hampshire State Library  
20 Park Street  
Concord, NH 03301  
Tel: (603) 271-2397  
Email: Michael.York@dcr.nh.gov

**4.5 State Project Manager**

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

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

**The State Project Manager is:**

Janet Eklund  
Department of Cultural Resources  
New Hampshire State Library  
20 Park Street  
Concord, NH 03301  
Tel: (603) 271-2393  
Email: janet.eklund@dcr.nh.gov

#### **4.6 State Meetings and Reports**

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

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

**Introductory Meeting:** Participants will include PTFS Key Project Staff and State Project Leaders from both PTFS and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

**Kickoff Meeting:** Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

**Status Meetings:** Participants will include, at the minimum, the PTFS Project Manager and the State Project Manager. These meetings will address overall project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from PTFS shall serve as the basis for discussion.

**The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract

**Special Meetings:** Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

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The PTFS Project Manager or PTFS Key Project Staff shall provide weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

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

**4.7 State-Owned Documents and Data**

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

**4.8 Records Retention and Access Requirements**

PTFS 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.

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

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 termination of the Contract and one (1) year

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term following litigation relating to the Contract, including all appeals. PTFS 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 PTFS's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4.9 Accounting Requirements**

PTFS 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.

**4.10 Background Checks**

The State may, at its sole expense, conduct background screening of the PTFS Project Manager and PTFS Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

**5. DELIVERABLES**

**5.1 Deliverables and Services**

PTFS shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

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

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

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**5.3 System/Software Testing and Acceptance**

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

**6. SOFTWARE**

**6.1 Digital Archiving Software and Documentation**

PTFS shall provide the State with digital archiving with spidering Software licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.2 Digital Archiving Software Support and Maintenance**

PTFS shall provide the State with digital archiving with spidering Software support and maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**7. WARRANTY**

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

**8. SERVICES**

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

**8.1 Administrative Services**

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

**8.2 Implementation Services**

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

**8.3 Testing Services**

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

**8.4 Training Services**

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

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**8.5 Maintenance and Support Services**

PTFS 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*.

**9. WORK PLAN DELIVERABLE**

PTFS 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 the Contract, and particularly described in Exhibit I: *Work Plan*. PTFS shall update the Work Plan as necessary, but no less than weekly 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 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 PTFS from liability to the State for damages resulting from PTFS'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, PTFS must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of PTFS or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by PTFS 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 PTFS's failure to fulfill its obligations under the Contract.

**10. CHANGE ORDERS**

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

PTFS 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 PTFS's requested Change Order within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Orders shall be subject to the Contract amendment process, as determined to apply by the State.

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**11. INTELLECTUAL PROPERTY**

**11.1 State's Business**

The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with PTFS. The State may not re-license, rent or lease the Software or use the Software for third-party training, commercial time-sharing, or service bureau use.

**11.2 PTFS's Materials**

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

The parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

**11.3 Copyright**

**11.3.1 WWW Copyright and Intellectual Property Rights**

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

**11.4 Survival**

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

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

**12.1 Use of State's Information**

In performing its obligations under the Contract, PTFS 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*). PTFS shall not use the State Confidential Information except as directly connected to and necessary for PTFS's performance under the Contract, unless otherwise permitted under the Contract.

**12.2 State Confidential Information**

PTFS shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to PTFS in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. PTFS shall immediately notify the State if any request, subpoena or other legal process is served upon PTFS regarding the State Confidential Information, and PTFS shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, PTFS shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3 PTFS Confidential Information**

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

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**12.4 Survival**

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**13. GENERAL PROVISIONS**

**13.1 Conditional Nature of Contract**

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving PTFS notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**13.2 Compliance by PTFS with Laws and Regulations: Equal Employment Opportunity**

13.2.1 In connection with the performance of the Contract, PTFS shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon PTFS, including, but not limited to, civil rights and equal opportunity laws. PTFS shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.

13.2.2 During the term of the Contract, PTFS shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, PTFS 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 issues to implement these regulations. PTFS further agrees to permit the State or United States, access to any of PTFS's pertinent books, records, and accounts for the

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purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**13.3 Regulatory/Government Approvals**

PTFS shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

**13.4 Access/Cooperation**

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

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

**13.5 Personnel**

13.5.1 The performance of PTFS's obligations under the Contract shall be carried out by PTFS. PTFS shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform PTFS's obligations under the Contract.

13.5.2 PTFS shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The Commissioner of the Department of Cultural Resources, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

**13.6 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.

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>THE CONTRACTOR</b>	<b>THE STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
Primary	PTFS Project Manager (PM)	State Project Manager (PM)	5 Business Days
First	PTFS Vice President	State Project Management Team (PMT)	10 Business Days
Second	PTFS CEO	Commissioner of the Department of Cultural Resources	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.

### **13.7 Termination**

#### **13.7.1 Termination for Default**

Unless otherwise provided in the Contract, the State shall provide PTFS written notice of default, and PTFS must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If PTFS fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare PTFS in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares PTFS in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to PTFS under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and PTFS shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all

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of which shall be subject to the limitation of liability set forth  
in this Contract; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law  
or in equity, or both.

13.7.1.2 In the event of default by the State, PTFS shall provide the State with  
written notice of default, and the State shall cure the default within thirty  
(30) days of its receipt of the notice of default, unless otherwise extended  
by PTFS.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any  
other remedy, and each remedy is cumulative and in addition to every  
other remedy in the Contract. The State's election or non-election of any  
or more remedies shall not constitute a waiver of its right to pursue other  
legally available remedies.

**13.7.2 Termination for Convenience**

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

13.7.2.2 During the thirty (30) day period, PTFS 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.

**13.7.3 Termination for Conflict of Interest**

13.7.3.1 The State may terminate the Contract by written notice if it determines  
that a conflict of interest exists. In such case, the State shall be entitled to a  
pro-rated refund of any current development, support, and maintenance.  
The State shall pay all other contracted payments that would have become  
due and payable if PTFS did not know, or reasonably did not know, of the  
conflict of interest.

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13.7.2.2 In the event the Contract is terminated as provided above and PTFS knew or should have known of such a conflict, the State shall be entitled to declare PTFS in default, and to pursue remedies available at law and in equity.

**13.7.4 Termination Procedure**

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

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

**13.8 Force Majeure**

Neither PTFS 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,

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Force Majeure events shall not include PTFS's inability to hire or provide personnel needed for PTFS's performance under the Contract.

**13.9 PTFS's Relation to the State**

In the performance of the Contract, PTFS is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither PTFS nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**13.10 Assignment, Delegation and Subcontracts**

13.10.1 PTFS 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.

13.10.2 PTFS 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: not relieve PTFS of any of its obligations under the Contract; not affect any remedies available to the State against PTFS that may arise from any event of default; and the State shall consider PTFS to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. 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.

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit PTFS from assigning the Contract to the successor of all or substantially all of the assets or business of PTFS provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that PTFS should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with PTFS, its successors or assigns for the full remaining term of the Contract; continue under the Contract with PTFS, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to PTFS, its successors or assigns.

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**13.11 Indemnification**

13.11.1 PTFS shall indemnify, defend 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 PTFS, its personnel or agents in connection with PTFS's performance of the Contract.

13.11.2 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.

**13.11.3 Survival**

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

**13.12 Limitation of Liability**

**13.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to PTFS shall not exceed one and a half times the total Contract price set forth in SOW Section 1.8 of the General Provisions form (P-37).

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

**13.12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall PTFS be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and PTFS's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the General Provisions form (P-37). Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to PTFS's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

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**13.12.3 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.

**13.12.4 Survival**

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract Conclusion.

**13.13 Insurance**

**13.13.1 PTFS Insurance Requirement**

PTFS shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**13.14 Waiver in Event of Default**

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of PTFS.

**13.15 Notice**

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

TO PTFS:  
PTFS, Inc

TO STATE:  
State of New Hampshire

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6400 Goldsboro Drive, Suite 200  
Bethesda, MD 20817

Tel: (301) 654-8088

Department of Cultural Resources  
New Hampshire State Library  
4 Park Street  
Concord, NH 03301  
Tel: (603) 271-2400

**13.16 Amendment**

The Contract 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.

**13.17 Construction of Contract and Terms**

The Contract 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 successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**13.18 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**13.19 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**13.20 Contract Exhibits**

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

**13.21 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 SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

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**13.22 Entire Contract**

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.

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EXHIBIT A  
CONTRACT DELIVERABLES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

PTFS, Inc. shall provide the State with a hosted Digital Archiving Solution with Spidering which will include requirements analysis, E-commerce, process re-engineering, hardware and software installation, training, support and maintenance.

The Deliverables are set forth in the Schedule described below in Section 2.

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

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

**Implementation Schedule – Activities / Deliverables / Milestones**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project Kickoff Meeting	Non-Software	August 18, 2008
2	Finalize Project Work Plan	Written	September 2, 2008
3	Project Status Reports	Written	On-going
4	Conduct requirements analysis, e-commerce and process re-engineering process		August 18-September 9, 2008
5	Requirements analysis, E-Commerce and process re-engineering report	Written	September 30, 2008
6	Communications and Change Management Plan	Written	September 9, 2008
7	Documentation Operational Procedures	Written	September 22, 2008
8	Software Configuration/Design Plan including the Staging Library	Written	September 15, 2008
9	Test Plan	Written	September 22, 2008
10	Comprehensive Training Plan and Curriculum	Written	September 28, 2008
11	End User Support and Maintenance Plan	Written	September 29, 2008
12	Software Installed, Configured, and Operational to satisfy State requirements	Software	October 6, 2008

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13	Conduct Training	Non-Software	October 18, 2008
14	Conduct User Acceptance Testing	Non-Software	October 25, 2008
15	Perform Production Tests	Non-Software	October 31, 2008
16	Data Backup and Recovery Plan and execution	Written	September 29, 2008
17	Software Licenses turned over to State		October 4, 2008
18	Documentation for ArchivalWare, Spidering 2 Synchronizer and hosted process		October 18, 2008
19	Maintenance and Support plan		October 30, 2009
20	Conduct Project Exit Meeting	Non-Software	November 7, 2008

**3. TRAINING DELIVERABLES**

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

**4. SOFTWARE LICENSES**

Software Licenses for Digital Archiving and Spidering are set forth in Contract Exhibit J: *COTS Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

**5. SERVICE LEVEL AGREEMENT**

PTFS will provide a turnkey solution for creating and managing a digital library which will include a spidering solution, content management and support services. The initial scope of the service will involve piloting an end-to-end solution for one State agency, the Department of Environmental Services, and training of the State Library personnel in the operation and maintenance of the system. PTFS be responsible for the full functionality of the applications for the duration of the Contract and any subsequent extensions, unless otherwise negotiated at extension time.

PTFS will purchase the Spider 2 Synchronizer application, install it on a server dedicated to the New Hampshire State Library in an ASP environment at the hosted facility NTT Verio, in Sterling Virginia, configure the application for spidering to one website and refine the rules for two spidering efforts.

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PTFS will install ArchivalWare, the scalable content management software application designed around the Convera search engine that supports concept, Boolean, and pattern searching of both metadata and full text of digitized objects. Archival will be installed on a server dedicated to the New Hampshire State Library in an ASP environment. PTFS will set up a process to easily review documents retrieved by the spider and ingest documents by ArchivalWare, establishing a staging library for review of imported documents by the New Hampshire State Library personnel and a library for full public use.

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$ 43,060.00 for the period between the Effective Date and a following full 12 month period. PTFS, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow PTFS, Inc. to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Conduct Project Kickoff Meeting	Non-Software	August 18, 2008	
2	Finalize Project Work Plan	Written	September 2, 2008	\$5,000
3	Project Status Reports	Written	On-going	
4	Conduct requirements analysis, e-commerce and process re-engineering process		August 18-September 9, 2008	
5	Requirements analysis, E-Commerce and process re-engineering report	Written	September 30, 2008	
6	Communications and Change Management Plan	Written	September 9, 2008	
7	Documentation Operational Procedures	Written	September 22, 2008	
8	Software Configuration/Design Plan including the Staging Library	Written	September 15, 2008	\$5,000
9	Test Plan	Written	September 22, 2008	
10	Comprehensive Training Plan and Curriculum	Written	September 28, 2008	
11	End User Support and Maintenance Plan	Written	September 29, 2008	\$5,000
12	Software Installed, Configured, and Operational to satisfy State requirements	Software	October 6, 2008	\$5,000
13	Conduct Training	Non-Software	October 18, 2008	
14	Conduct User Acceptance Testing	Non-Software	October 25, 2008	\$5,000
15	Perform Production Tests	Non-Software	October 31, 2008	

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16	Data Backup and Recovery Plan and execution	Written	September 29, 2008	
17	Software Licenses turned over to State		October 4, 2008	
18	Documentation for ArchivalWare, Spidering 2 Synchronizer and hosted process		October 18, 2008	\$7,000
19	Maintenance and Support plan		October 30, 2009	\$3,000
20	Conduct Project Exit Meeting	Non-Software	November 7, 2008	\$8,060
			<b>TOTAL</b>	<b>\$43,060</b>

Table 2 – Detailed License Deliverables and Pricing.			
Description	License Type	Quantity	Net Price
<b>Tech Products</b>			
Digital Library ASP: for 10 GB or 2,500 records	Hosted environment – one year	One (1)	\$ 5,000
Server Installation Services, ASP Hosting Location		One (1)	N/C
Spider 2 Synchronizer	Perpetual license for unlimited users on one single processor	One(1)	\$11,210
Spider 2 ASP	ASP Hosting service for Spider 2 Synchronizer-One (1) year with Maintenance and Support	One (1)	\$ 5,000
<b>ArchivalWare</b>			
<b>Application Products</b>			
Service and Maintenance of Digital Library ASP	One (1) year		Included with Digital Library ASP purchase
Service and maintenance on the Spider 2 Synchronizer	One (1) year		Included with Spider 2 Synchronizer purchase
Service and maintenance on ArchivalWare	One (1) year		Included with ArchivalWare purchase

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Other Services			
Digital Library User Training via Webex -	Query and Edit	One (1)	\$ 2,350
Digital Library User Training Via Webex	Load and Administration	One (1)	\$ 2,350
Professional Service Hours	Work with State to determine initial Spider Synchronizer rules; install and configure application against one website- New Hampshire Department of Environmental Services.	Twenty four (24) hours	\$ 4,200 (\$175/hr)
Professional Service Hours	Integrate Spider 2 with Digital Library to seamlessly transfer from Spider 2 to Digital Library	Fifty (50) hours	\$8,750 (\$175/hr)
Professional Service Hours	Run Spider 2 Synchronizer against New Hampshire Department of Environmental Services website; after first run determine necessary rule changes for second and third spidering operation	Sixteen (16) Hrs	\$2,800 (\$175/hr)
Professional Service Hours	Training for New Hampshire State Library personnel via Webex to operate Spider 2 Synchronizer independently	Eight (8) hrs.	\$1,400 (\$175/hr)
Grand Total			\$ 43,060.00

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The State has the option to renew the Digital Archiving with Spidering Software Solution at this Contract discount rate, for a period up to five (5) years from the Contract effective date.

Position Title	SFY 2009 7/1/2008- 6/30/2009	SFY 2010 7/1/2009- 6/30/2010	SFY 2011 7/1/2010- 6/30/2011	SFY 2012 7/1/2011- 6/30/2012
Professional Service Hours	\$175	\$175	\$175	\$175
Hosted Environment	\$5000	\$5000	\$5000	\$5000
ASP Hosting service for Spider 2 Synchronizer	\$5000	\$5000	\$5000	\$5000

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$43,060.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only and the complete reimbursement to PTFS, Inc. for all fees and expenses, of whatever nature, incurred by PTFS, Inc. 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**

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. 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:

New Hampshire State Library  
20 Park Street  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

PTFS, Inc.  
6400 Goldborough Road, Suite 200  
Bethesda, MD 20817

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**5. OVERPAYMENTS TO PTFS, Inc.**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable, except for the Digital Archiving and Spider 2 Synchronizer Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

**8. RIGHT TO OFFSET**

The State reserves the right to offset from any amounts otherwise payable to PTFS, Inc. under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

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EXHIBIT C  
SPECIAL PROVISIONS

No special provisions are required

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EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

PTFS, Inc. shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. PTFS, Inc.'s Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. PTFS, Inc. must produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Staff time reporting
- d. Issues and concerns requiring resolution

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

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

PTFS, Inc. hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

**3. ACCOUNTING REQUIREMENTS**

PTFS, Inc. 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.

**4. WORK HOURS**

Vendor personnel shall work normal business hours, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

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EXHIBIT E  
IMPLEMENTATION SERVICES**

PTFS, Inc. shall provide the State with the following services set forth in Contract Exhibit A.

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

- A. PTFS, Inc. shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan.
- B. PTFS, Inc. and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives. The PTFS, Inc. 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 finalization of the Work Plan, by the State, providing sufficient time for development of material as functionality is defined and configured.

- C. PTFS, Inc. shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- D. PTFS, Inc. shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- E. PTFS, Inc. shall adopt an Implementation time-line aligned with the State's required time-line.

**1.2 Timeline**

The timeline is set forth in the Work Plan.

**1.2.1 Planning**

During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches. Project standards and procedures finalized, and team training initiated.

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**1.2.2 Project Infrastructure**

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

**1.2.3 Implementation**

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

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

**1.2.4 Change Management and Training**

PTFS, Inc.'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.

**2. IMPLEMENTATION METHODOLOGY**

The PTFS, Inc. team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

**2.1 Hosted Server Access**

**a. Definition of "Hosted Server Access" - PTFS, Inc. will:**

- 1) Provide access to a computer server or servers ("Hosted Server") with the Digital Archiving and Spider Software configuration specified in the Ordering document and Exhibit. (The server is located at the NTT Verio facility in Sterling, Virginia)
- 2) Make available the Hosted Server for customer access 24 hours per day, 7 days per week ("24x7") with the following exclusions:
  - a) Scheduled maintenance (timing to be coordinated with the State- PTFS will provide 72 hours notice for planned maintenance;
  - b) Scheduled periods when backup of Hosted Server takes place (timing to be coordinated with the State—biweekly);
  - c) Emergency (non-scheduled) outages,
  - d) Scheduled outages for application of patches or other modifications requested by the State;
  - e) Upon completion or termination of the Hosted Server Access, create a copy of State' data using USB External Drives, to facilitate transition of such information to other computer hardware ("Decommission Backup"). Transition and migration services are not provided as part of the Services but may be acquired separately from PTFS, Inc..

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IMPLEMENTATION SERVICES

- b. Conditions and assumptions related to Hosted Server Access:  
The allocation of network resources is at PTFS, Inc.'s discretion.

*Remainder of this page intentionally left blank.*

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EXHIBIT F  
TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

PTFS, Inc. shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. PTFS, Inc. will also provide training as necessary to the State staff responsible for test activities. PTFS, Inc. 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.

All Testing and Acceptance addressed herein (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 script development and test scenario in support of the State during User Acceptance Test and Implementation. In addition, PTFS, Inc. shall provide a mechanism for reporting actual test results versus expected results and for the resolution and tracking of all errors and problems identified during test execution. PTFS, Inc. shall correct Deficiencies and support required re-testing as described below.

**1.1 Test Planning and Preparation**

PTFS, Inc. shall provide the State with a Test Plan that will include identification, preparation, and documentation of planned testing, including test scenarios, test cases, test scripts, expected results, and "bug" tracking system.

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

**1.2 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 State shall commence testing within five (5) business days of receiving Certification, in writing, from PTFS, Inc. that the Digital Archiving Solution with Spidering system is installed, configured, complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the specified Acceptance Criteria and in the requirements defined in the PTFS, Inc.'s proposal response. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the Digital Archiving Solution with Spidering System, and verify implementation

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TESTING SERVICES**

readiness. UAT is performed in the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, such as backup and recovery, including administrative procedures.

**1.3 Successful UAT Completion**

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

**1.4 System Acceptance**

Upon completion of the Warranty Period, the State shall issue a Letter of Final Digital Archiving Solution with Spidering System Acceptance.

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EXHIBIT G  
SYSTEM MAINTENANCE AND SUPPORT

**1. SYSTEM MAINTENANCE**

**1.1 PTFS, Inc.'s Responsibility**

PTFS, Inc. shall maintain the Digital Archiving Solution with Spidering System in accordance with the Contract.

**1.1.1 Maintenance Releases**

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

**2. SYSTEM SUPPORT**

**2.1 PTFS, Inc.'s Responsibility**

PTFS, Inc. will be responsible for performing technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

**2.2 System Support Levels**

**2.2.1 Deficiencies**

For all Deficiencies the State will notify PTFS, Inc. during regular business hours and PTFS, Inc. shall respond back, within forty eight (48) hours of notification. For Class A deficiencies, PTFS will correct within 48 hours of notification. For Class B & C deficiencies, PTFS will provide a plan for corrective action within 48 hours which will occur within 5 business days

**2.3 Term**

PTFS, Inc. System support shall commence upon the State's issuance of the User Acceptance Test Letter of Acceptance and remain in effect for twelve (12) full months considered the end of the initial Term, and any extensions thereof.

**3. DATA COLLECTION**

**3.1 Records**

PTFS, Inc. shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, PTFS, Inc. shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;

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2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual Completion time; and
5. Deficiency resolution information.

**3.2 System Monitoring**

PTFS, Inc. shall 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 System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

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New Hampshire State Library  
20 Park Street  
Concord, NH 03301  
Proposal  
Spider & Content Management Solution  
May 5, 2008  
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**1.0 Summary**

Progressive Technology Federal Systems, Inc. (PTFS) has developed a turnkey pilot solution for the New Hampshire State Library (NHSL) that includes a spider solution and a content management solution for state publications. Progressive Technology Federal Systems, Inc. (PTFS) is a leading systems integration company that specializes in content management solutions, digitization services, and library services and solutions.

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We offer integrated turnkey systems as well as on-site and off-site professional services such as archives digitization, back file conversion, consulting, and staffing services. Since our inception in 1995, we have served over 250 libraries, archives, and other government organizations throughout the United States.

Our core business is centered around building digital libraries and digitizing archival collections. Our digitization service bureau, unlike conventional digital conversion organizations is accustomed to providing turn-key solutions for data capture, creation, workflow, archival, and retrieval. Our combined expertise in information systems, library science, document and records management, and digitization technologies for all types of materials sets us apart from other digital library vendors. This "total solution" experience allows us to understand all issues and intricacies associated with specialty digitization and digital archiving projects.

PTFS provides industry leading digital archiving solutions and has the expertise to provide clients with full turnkey solutions: digital content conversion, content management software, and the professional services to deliver a fully integrated solution. PTFS also includes an optional approval server process that allows customers to review images and even add additional metadata to the collection of digital objects prior to taking delivery of the images.

## 2.0 Background

NHSL wants a solution for creating and managing a digital library for all State publications. NHSL has been charged with creating a repository to manage all publications authored by various State agencies. NHSL needs a process to routinely check state agency websites for new and revised state publications that were not sent directly to NHSL. NHSL also needs a process to analyze the documents retrieved from the sites to determine whether they are new or revised. Finally, NHSL envisions a web based content management system to store, search, retrieve, browse, and manage the final electronic document collection. Since the collection will be large, they need an application that can perform full text searching and utilize more sophisticated searching techniques so they can locate document hits with pinpoint accuracy. In summary, NHSL would like a proposal that includes a spidering solution, a content management solution, and supporting services to make it all work in an efficient manner.

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## 3.0 Overview of Company and Services

PTFS is an information systems company that specializes in content management and digital asset management. Content management solutions offer advanced, affordable tools and services to manage and keep pace with valuable and rapidly expanding digital collections. PTFS was founded in 1995 as Progressive Technology Federal Systems. PTFS' staff consists of computer scientists, engineers, librarians and content

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management technicians. With incomparable expertise in understanding client challenges and in developing client tailored solutions, PTFS has been contracted by more than 250 government, commercial, academic, union, association and not-for-profit clients.

PTFS specializes in:

- Digitization and Content Conversion
- Content Management Software -- ArchivalWare™
- Library and Business Process Systems Integration
- Library & Professional Staffing Services

PTFS has a thorough technical understanding of the NHSL's requirements as the company has successfully performed similar projects. Our digitization clients include government, academic and commercial entities such as the Smithsonian Institution, the Library of Congress, the Chicago Tribune, the Society of Optical Engineers, the Museum of African American History and multiple state and local libraries. Depending upon the client there are a wide variety of reasons to digitize including:

- Preservation
- Improved Access
- Research Capability
- Re-purposing
- Cost Reductions via work flow and efficiency enhancements
- Revenue Generation
- Space Savings
- User Expectations
- Government Mandates

PTFS has helped many clients achieve their digitization and content management goals. Experience citations describing these projects are included in Appendix 1. PTFS is experienced in providing and delivering turn-key solutions which include digitized document databases. Since we build the entire solution we are aware of the importance of accurate and clean digitized material as the digital library is only as good as the data contained within it.

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***PTFS is proud of the quality of work performed by our digitization facility. In an industry where high quality is difficult to maintain, PTFS has built a reputation for high quality. A customer reference table is provided in Table 1 below.***

**Content Management Software**

The PTFS ArchivalWare™ search and retrieval system is designed to put complex tools in the hands of the end user through an easy-to-use Web interface. Archival Ware™ allows users to accurately search and retrieve any digital object including archived

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full-text materials by using the document's text content, fielded metadata, or a combination of both to find information quickly and with pinpoint accuracy. ArchivalWare™ seamlessly integrates with library and other business process systems to allow digital object and document libraries to be built and maintained more easily and cost-effectively than ever before.

**Digitization & Content Conversion**

PTFS offers specialty and high volume digitization and content conversion services at affordable pricing. Our 10,000 square foot conversion service center provides a full range of digital image capture and services that includes digitization, metadata creation, and re-keying services from published, unpublished, digital, or non-digital materials. PTFS has extensive expertise in handling and digitizing rare, fragile and historic documents and the capability to create digital assets from a wide variety of source material including:

- Business, Legal and Commercial documents
- Magazines/Books/Journals
- 16mm and 35mm Microfilm
- Microfiche
- Engineering drawings
- Photographs/Slides
- Video/Audio

**Business Process Systems Integration**

PTFS provides integrated library and business process and workflow systems, library consulting services and library portal solutions. Services include requirements analysis, E-commerce, process re-engineering, hardware and software installation, training, support and maintenance. PTFS provides turnkey solutions to support the migration of existing digital information housed in legacy systems to ArchivalWare™ and other "open system" solutions. In addition PTFS ArchivalWare solutions can be designed to integrate with legacy systems using ArchivalWare's powerful API.

**Library & Professional Staffing Services**

PTFS provides professional and support staffing services libraries, archives and corporate information resource centers. Services range from total management to staffing for both short-term projects and long-term positions. The PTFS staff is comprised of highly qualified information specialists in library specialties (e.g. reference and research, cataloging, acquisitions, serials control, document delivery, circulation) as

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well as technology positions (e.g. systems administrators, programmers, web designers and developers).

**Past Performance Summaries**

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The tables below provide a list of relevant digitization and ArchivalWare contracts along with specific contract information and a brief description.

Table 1 Digitization Contract Past Performance Summary (Partial List)

Contract Number	Contract Name/Agency	Description	Value	POC
68477JWE4A	Northrop Grumman/Missile Defense Agency	Unclassified technical document digitization of 644,000 images of government technical reports to produce electronically searchable image/text PDF files.	\$199,814	Mr. Tom Kirk (719) 567- 8930
H9500102D00	01 Northrop Grumman/Missile Defense Agency	Classified technical document digitization of over 1.5 million images of government technical reports to produce electronically searchable image/text PDF files	\$500,000	Mr. Tom Kirk (719) 567- 8930
LC04-P-1984	Library of Congress	Digitization of 4 million microfilm frames of English and foreign language microfilm to produce electronically searchable image/text PDF files.	\$635,000	Lawrence Perry (202) 707- 1930
Letter Contract dated	Society of Optical Engineers (SPIE)			

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Digitization of journal articles to  
produce electronically searchable  
image/text PDF files.

\$95,787 Kelvin

Saxton (360)

685-5485

E-mail

authorization

Naval Surface

Warfare

Development

Group

Scanned secured technical  
manuals from paper

\$32,000 John McKee

(757)462-

8208

PBGC01-PO-

03-0287;

PBGC01-DO-

03-0468 & 03-

0192;

PBGC01-DO-

02-0229

Pension Benefit

Guarantee

Corporation

(PBGC)

Various contracts for Digitization  
including OCR conversion of over  
4 million existing Tiff images to  
produce electronically searchable  
image/text PDF files.

\$73,206

cumulative

Marjorie

Bloom

(202)326-

4020,

ext.3050

DABJ01-03-F-

0026

Military History

Institute

Multi year many million page

scanning contract. Entails

scanning multiple media formats

including paper, film, books,

maps etc.

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\$2,774,873 Jan Schafer  
(717)245-  
3205

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**Table 1 Digitization Contract Past Performance Summary (Partial List)**

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Contracts

Contracts

dated 8/98 -

12/01

Chicago Tribune Digitization of 3+ million news  
article clippings and 100 years of  
full front pages from microfilm

\$6,956,562 John

Jansson

(847) 441-

8635

2006-2007 Whittier Public

Library

Purchased and configured server,  
installed ArchivalWare, digitized  
historical newspapers dating back  
to mid-1800's and trained

personnel

\$96,778 Bob

Ambroso

562-464-

3452

2006-2007 Wyoming State

Library

Purchased and configured server;  
installed ArchivalWare, digitized  
historical newspapers dating back  
to mid-1800's and trained

personnel

\$1,034,011 Lesley

Boughton

307-777-

5911

**Table 2 ArchivalWare and Total Solution Contract References (Partial List)**

263-96-D-

0325

National Labor

Relations Board

Installed ArchivalWare, and  
performed data migration and

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content conversion  
\$197,513 George  
O'Neill  
(202) 273-  
0817  
N/A National Defense  
University  
Installed ArchivalWare and  
digitization facilities, and  
performed content conversion  
\$80,994 Susan  
Lemke  
(202) 685-  
3957  
DABJ01-03-F-  
0026  
Military History  
Institute  
Installed ArchivalWare, integrated  
ArchivalWare with library system,  
and built custom web portal.  
Performed content conversion  
\$2,774,873 Jan Shafer  
(717) 245-  
3205  
04A-907-10 Utah Department  
of Corrections  
Installed ArchivalWare and  
supporting hardware  
\$227,654 Mary Ann  
Reding  
(801) 576-  
7790  
263-01-D-  
0016  
Department of  
Justice  
Installed Horizon Digital Library  
(ArchivalWare sold by Dynix  
under private label agreement),  
and supporting hardware and  
completed program customization  
\$139,462 Blane Dessy  
(202) 514-  
3148  
Contract  
dated 1/02 -  
ongoing  
Southern Oregon

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DEPARTMENT OF CULTURAL RESOURCES  
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University  
Installed ArchivalWare,  
digitization facilities, and  
supporting hardware  
\$116,386 James Rible  
(541) 552-  
6821

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Table 2 ArchivalWare and Total Solution Contract References (Partial List)

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Contracts  
dated 8/98 -12/01  
Chicago Tribune Installed ArchivalWare, and  
digitized 3+ million news article  
clippings and 100 years of full  
front pages from microfilm; total  
1.5 TB of news data  
\$6,956,562 John  
Jansson  
(847) 441-  
8635  
HM1576-06-  
F-0504  
National  
Geospatial  
Intelligence  
Agency  
Installed ArchivalWare and  
supporting hardware, trained  
personnel, digitized 600K  
classified/unclassified documents  
\$110,804 John  
Needham  
314-263-  
4746  
SP4700-06-F-  
0175  
Office of the  
Secretary of  
Defense P&R IM  
Installed ArchivalWare and  
supporting hardware, trained  
personnel, digitized 500K  
unclassified documents  
\$116,423 Sam  
Drummond

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703-696-  
8199  
2006-2007 Whittier Public  
Library  
Purchased and Configured  
server, installed ArchivalWare,  
digitized historical newspapers  
dating back to mid-1800's and  
trained personnel  
\$96,778 Bob  
Ambroso  
562-464-  
3452  
2006-2007 Wyoming State  
Library  
Purchased and Configured  
server, installed ArchivalWare,  
digitized historical newspapers  
dating back to mid-1800's and  
trained personnel  
\$1,334,011 Lesley  
Boughton  
307-777-  
5911

#### 4.0 Company Contact Details

COMPANY NAME: Progressive Technology Federal Systems (PTFS, Inc.)

NAME: Daniel M. Quinn

TITLE: Vice President Sales & Marketing

ADDRESS: 6400 Goldsboro Road

CITY/STATE/ZIP: Bethesda, MD 20817 PHONE NO: 301-654-8088 x 154

FED OR SOCIAL SEC. NO: 52-1942959 FAX NO: 301-654-5789

COMPANY WEBSITE: [www.ptfs.com](http://www.ptfs.com) E-MAIL ADDRESS: [dquinn@ptfs.com](mailto:dquinn@ptfs.com)

Corporation ☐ Partnership ☐ Proprietorship ☐ Minority Owned

Individual ☐ Woman Owned ☐ Small Business ☒

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#### 5.0 Scope

PTFS has worked with NHSL personnel to design a well defined pilot solution for the State publication project. NHSL has been charged with creating a repository to manage all State publications authored by various State agencies. NHSL wants a spidering application configured to routinely check State agency websites for new and revised state publications that were not sent directly to NHSL. NHSL also needs a process to analyze the documents retrieved from the sites to determine whether they should be added to the final collection of record. Finally, NHSL wants a content management system to store, search, retrieve, browse, and manage the final electronic document

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collection. The scope of this project involves piloting an end-to-end solution for one State agency site and training NHSL personnel so they can operate and maintain the system.

### **6.0 Solution Summary**

PTFS is proposing a turnkey solution approach to meet 100% of the NHSL's requirements for the pilot. The approach includes a solution to spider to a website, retrieve documents, analyze the retrieved documents, selectively add documents to ArchivalWare, and refining the process in an iterative manner. PTFS is uniquely qualified to implement and support the NHSL solution highlighted below.

#### **Spidering Solution**

- PTFS will purchase the Spider 2 Synchronizer application, install it on a server dedicated to NHSL in an ASP environment, configure the application for spidering to one website, and refine the rules for two spidering efforts.

#### **Content Management Solution:**

- Our content management solution has at its core a world-class, scalable content management software application (ArchivalWare™). This COTS product is designed around a powerful search engine (Convera) that supports concept, Boolean, and pattern searching of both the metadata and full text of digitized objects.

- PTFS will install ArchivalWare on a server dedicated to NHSL in an ASP environment and set up a process to easily review documents retrieved by the spider and ingest documents by ArchivalWare.

#### **Training**

- PTFS will provide training on all components of the system including: 1) Spider 2 Synchronizer application; operating the program and changing parameters, and 2) ArchivalWare; user and administrative training

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### **7.0 Spidering Solution**

PTFS will install the Spider 2 Synchronizer application on a server dedicated to NHSL. The server will be installed at a world class hosting facility, NTT Verio, in Sterling, Virginia (see detailed ASP brochure in Appendix 1). The Spider 2 Synchronizer is designed to go to a website and retrieve documents based on a defined set of rules. NHSL wants to pilot the solution for just one website; the New Hampshire Department of Environmental Services. After loading the spider application, PTFS will configure the spider application with a set of rules so it retrieves a well-defined set of documents. After the first retrieval process, PTFS will refine the rules based on the documents retrieved during the first spider operation and feedback from the NHSL personnel. An

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example of a potential change might occur as follows. One of the documents retrieved on the first spider operation is a PowerPoint presentation. NHSL realizes that a State publication will never be created using PowerPoint so the spider application is directed to not bring back any PowerPoint presentations. PTFS will repeat this rules refinement process two times for the one website in the pilot: the New Hampshire Department of Environmental Services.

Once the documents are returned, PTFS will provide a simple process to import these documents into ArchivalWare where they can be reviewed one by one.

### **8.0 Content management Solution - ArchivalWare**

#### **System Overview**

The proposed content management application, ArchivalWare, will enable the NHSL to import documents delivered by the spider application into a "staging" library for review by NHSL staff. The NHSL staff will review each document and make a decision to keep or discard each file. For those files worthy of keeping, the NHSL staff will create a metadata record for the file and then follow a simple process to move the document from the "staging" library to a library used for full public access. Once documents are in the library used for full public access, users will be able to search and browse the collection, and NHSL staff will be able to store/search/retrieve/browse/manage the digital collection.

#### **ArchivalWare details**

With PTFS' ArchivalWare's™ sophisticated search engines, users can access online digital libraries using a variety of search techniques: Boolean, pattern, concept, cross lingual, proximity, wildcard, truncation, and date/range. Searches can be executed against both the full text and the associated metadata, or against either one alone. All search hits are highlighted directly to the document.

Boolean mode is a fast way to look up documents with (or without) a specific term or terms. Searches can be narrowed by using certain Boolean operators (AND, NOT, WITHIN, ADJ, BETWEEN, INSIDE, and nested statements).

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Pattern searches tolerate spelling errors in either the body of the text or the keyword search. It automatically does pattern expansion on all keywords to the number of words you set and then ranks the found documents. Pattern searching overcomes spelling differences and deficiencies in OCR quality.

A concept search expands a search term to include semantically related terms. It uses a network of word associations enabling the expansion of search terms by using variations, synonyms, antonyms, and other relationships to search the entire document text. This allows users to have the most relevant documents delivered to the top of the result list.

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Words enclosed in quotation marks (" ") are grouped so that they can be searched as exact phrases. Idioms (such as "real estate" or "ice cream") are identified so that occurrences of the phrase are ranked higher than occurrences of the individual words. Numeric entries are normalized so that they can be searched on as numbers or dates, as appropriate. If any query word has a wildcard (\*, ?, [search expression], \_, \, @, #, ^), the list of query words is expanded to include words in the library that match the wildcard.

Additionally, ArchivalWare™ offers users the ability to visually browse through document collections. This functionality allows administrators to create a rich hierarchical structure to organize archived documents. This web-based navigation tool allows users to walk through a folder structure to retrieve content. Browse can be invoked from a search result screen to allow users to quickly find documents related to their searches that may not contain any of the desired search terms.

Figure 1 is a screen shot that captures a search which is found due to information in the full text as well as the metadata fields. The concept search for "Black Market" finds the semantically linked word "bootleg". Note that the text hits are highlighted in the metadata records as well as the text of the document.

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**Loading Documents Into System and Creating Metadata**

Metadata and document cataloging is performed by using ArchivalWare web based tools to assign metadata to NHSL scanned or born digital images. This process can be performed before or after image import.

The Import station is used to load data into the ArchivalWare digital document repository. A browser based utility is utilized to perform this function. Metadata can be assigned to documents at time of import or documents can be loaded first and metadata assigned later. When documents are loaded without metadata, some system assigned technical data is automatically assigned and the document file name is used and assigned as the document title. If metadata is available to be loaded with documents either XML, text or CSV format is acceptable. Once data is loaded into ArchivalWare it is converted to XML regardless of the input mechanism.

Once data is imported, a systematic workflow process can be utilized to review newly loaded material. This process is optional and data can be searched immediately upon import if desired. One or more staff and process review steps can be utilized

**Figure 1 ArchivalWare Full-Text Concept Search**

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dependant upon the requirement. Once the approval process is completed the data is moved to a location where the NHSL staff with applicable privileges can now search and retrieve the data. Figure 2 below is a shot of the screen used to edit metadata.

**Other NHSL Requirements**

ArchivalWare is 100% web based and does not require other client site software applications besides viewers. Users will require the appropriate viewer. For example, users that want to view a PDF will need to have a PDF viewer (like Adobe Acrobat) loaded on their PC.

ArchivalWare is file type agnostic and works with over 200 different types including digitized formats (PDF's for example) and born digital formats (the Microsoft Office suite

**Figure 2 ArchivalWare Metadata Editor**

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of products for example). All of these file formats can be indexed in their native format. ArchivalWare has an API that makes it easy to customize or integrate with other applications. ArchivalWare can be used as a COTS solution with no customization. So, ArchivalWare can be used to provide a digital web library portal with no customization or the web portal can be easily customized by NHSL web developers.

**9.0 Management Approach**

PTFS has many years of knowledge and experience in the implementation of turnkey content management solutions. Our approach in working with the NHSL is similar to successful approaches used with other clients: 1) to establish a partnership at the beginning of each project with key functional representatives; and 2) to consistently follow an implementation methodology in building the content management solution. PTFS integrates diverse best-of-breed technologies, along with our own ArchivalWare software to bring a complete solution to the customer. Being partners with the customer ensures a mutual understanding of the requirements baseline and the development of a successful solution. Other PTFS projects are described in Appendix 1.

The first step for this project is to work interactively with the NHSL to finalize a statement of work (SOW). The SOW will provide the entire project team with a better understanding of the details of the final solution. After the SOW is complete, the PTFS project team will be able to finalize the technical specifications. The key to this management approach is to manage expectations by a mutual and detailed understanding of the task at hand and to work together to manage the process. In summary, PTFS has performed a scope of work based on the functional and technical information provided by the NHSL. The analysis that supported this design forms the cornerstone of our belief that the project can be performed within the proposed budget. PTFS understands the NHSL's current requirement and believes that a collaborative approach and procurement of a turn-key solution will reduce the project

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risk for the NHSL Since PTFS will be responsible for full functionality there will be no vendor hand-offs.

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Appendix 1-1

# Appendix 1

## Corporate Experience

### Citations

*"What most impressed me about this project was the staff, facilities, and equipment provided the flexibility to develop a solution that best fit our needs and provided us a turn-key solution," said John E. Needham of NGA.*

### National Geospatial Intelligence Agency (NGA) Office of Inspector General

#### BACKGROUND & BUSINESS PROBLEM

The National Geospatial Intelligence Agency (NGA) provides timely, relevant, and accurate geospatial intelligence in support of national security. It is crucial for the Agency personnel to quickly access documents as well as preserve and secure important classified information. The Office of Inspector General within the NGA maintains document files for four divisions: Audits, Investigations, Inspections, and Plans and Programs.

The Office of Inspector General within the NGA maintains an archive collection of 550,000 document pages for their respective divisions consisting of both Classified and Unclassified materials. These documents were physically stored in one large document storage room and personnel had to routinely find documents to satisfy ongoing operational and management requests. The documents generally consisted of 8.5" x 11.0" paper pages that were assembled into multi-page documents using a variety of fasteners. The process for finding documents was inefficient and unproductive.

#### SCOPE

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The Office of Inspector General wanted to create an electronic repository for the documents that would allow personnel to easily access documents from users' workstations. The first step of the process required digitizing (or making electronic files) of all of the documents. The next step required establishing an electronic files repository so they could be organized in a logical manner. The Office of Inspector General wanted an application that would allow personnel to store, search, retrieve, import, export and browse documents. Highly accurate searching, especially using keywords across the text of the documents, was essential because the collection was large, diverse, and still growing.

**SOLUTION**

NGA's long-term digital preservation, digital accessibility and dissemination requirements were solved with a turn-key solution developed by PTFS. First, all the materials were shipped to PTFS' classified facility to be handled by PTFS' expert digitization team. The documents were digitized following certified processes for classified documents. The final digital object for each file included a full text searchable image/text PDF and an associated metadata record. PTFS' technical team purchased a server and installed/configured/tested the operating system, database and ArchivalWare, PTFS' digital archiving and asset management software. This software provides the ability to store, search, retrieve, import, export, browse and efficiently manage large digital collections of both digitized and born-digital materials. As a final step, PTFS installed the system at NGA headquarters, loaded all of the converted digital material onto the server and trained NGA "end users" and "system administrators" to use the system for research and digital storage and preservation purposes.

**BENEFITS**

- Documents are now electronically accessible and digitally preserved and are easy to retrieve and manage.
  - Key word searches can be performed in seconds on over 500,000 pages of digitized materials allowing analysis, research and instant access.
  - Personnel that are not familiar with the collection can perform research and retrieve required documents using a simple and intuitive search interface.
- Reliance on a librarian to find required information from the collection is no longer required.

*Founded in 1995 as Progressive Technology Federal Systems, PTFS provides solutions that include digital archiving systems, digitization and content conversion services, library systems integration and staffing services, and integration with business management systems. PTFS is a government secure vendor who has certified processes to work with classified materials. PTFS has over twelve years experience working with government documents and is based in Bethesda, MD for easy shipping and handling. PTFS has provided turn-key solutions for more than 250 government, commercial, academic, union, association and not-for-profit clients.*


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Founded in 1995 as Progressive Technology Federal Systems, PTFS now provides solutions that include digital archiving systems.

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digitization and content conversion services, library systems integration and staffing services as well as integration with business process systems. PTFS has provided tailored solutions for more than 250 government, commercial, academic, union, association and not-for-profit clients.

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"PTFS has become a key partner in helping us meet our priorities in managing documents. They are particularly important to us because of their extensive experience in digitizing documents and building large digital libraries."

- Sam Drummond,  
Deputy Chief, Policy  
Integration and Analysis

## Office of the Under Secretary of Defense P & R IM Office - JR and IO Library

### BACKGROUND & BUSINESS PROBLEM

The Personnel and Readiness Information Management (P&R IM) Office supports the priorities of the Office of the Under Secretary of Defense and the military human resources community through a broad range of activities. Its major goals are to solve operational problems, reduce data collection burdens, conserve resources, improve delivery of services, and enhance readiness. The P&R IM Office has an established library to maintain program documentation. The Office has volumes of frequently requested documents and historical files that have been collected over the years; for many of the documents, P&R IM was the only source. These documents were physically stored in one large document storage room, and personnel had to routinely find documents to satisfy ongoing operational and management requests. A typical search might take over one hour and the P&R IM was not staffed for this arduous process. The organization was also concerned about losing the records through a fire, flood, or other disaster since many of the documents were one-of-a-kind. In order to efficiently maintain and locate these documents, P&R IM wanted to digitize and archive all of the key documents.

### SOLUTIONS

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PTFS proposed a turnkey solution approach to meet 100% of P&R IM's requirements. PTFS was uniquely qualified to digitize, implement, and support the P&R IM solution because PTFS' could support all of the P&R IM turn-key requirements to include delivery of a digital archiving solution (ArchivalWare), creation of the digital database, and system implementation with training and support. PTFS's ArchivalWare COTS product is designed around a powerful search engine (Convera) that supports concept, Boolean, and pattern searching of both the metadata and full text of digitized objects. The final digital object built for each hard copy file included a full text searchable image/text PDF and an associated metadata record. PTFS implemented ArchivalWare at P&R IM's site. PTFS' expert staff performed professional services for implementing and training.

**B E N E F I T S**

- || Key word searches can be performed in seconds on documents
- || Since the application is 100% browser based, any user can access and browse the collection from headquarters, home, or other remote sites without assistance.
- || Having these documents digitized and archived electronically will ensure their permanent preservation.

# PTFS

DIGITAL ARCHIVING SOLUTIONS

## CASE STUDY

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The AHEC web portal provides a single point of entry federated search solution that searches multiple AHEC databases concurrently, returning documents from the library collections and archival collections.

## Army Heritage and Education Center

### BACKGROUND

The U.S. Army Heritage and Education Center's (AHEC) mission is to preserve the Army's history by ensuring access to historical research materials and to serve as the primary research facility for historical study of the U.S. Army. AHEC collects, organizes, preserves, and makes available source materials on American military history to the defense community, academic researchers and the public. AHEC manages materials including Army publications, rare books, manuscripts, photographs, video/audio media, oral history interviews, maps, student and officer's papers and other significant items.

### BUSINESS PROBLEMS

AHEC needed a new state-of-the-art, Web-based digital archive and information delivery system that provided access and information about their historical and archival collections, descriptive

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information about their museum, photographic and realia collections, and retrieval access providing both bibliographic and full text search capability. The legacy system was not integrated, utilized a library system for bibliographic information, and a few MS Access databases for descriptions of the other collections. AHEC wanted to implement new technologies and applications that would contribute to the institution's objective of preserving historic documents and improving user accessibility. Using these technologies, AHEC would make available digital copies of their collection and provide access using a sophisticated Web Portal.

**SOLUTION**

PTFS provided AHEC a turnkey solution by integrating two distinct software products - ArchivalWare™ (for digital documents and descriptions) and ALEPH (an integrated library system for bibliographic records). Capabilities of the Web Portal include a single point of entry federated search solution returning hits from both bibliographic and digital object databases simultaneously. This capability also searches other databases throughout the AHEC campus, providing researchers with a wealth of diverse information in a variety of different forms (digital photographs, electronic reports, digitized documents about Army history, MARC-based bibliographic records, Dublin Core-based digital object records, videos, sound files, etc.). This state-of-the-art system will significantly improve the management and dissemination of the AHEC's unique and historical documents collections. PTFS services included digital archive and ILS system installation, data migration, digitization, metadata creation, Web portal design, project management, maintenance and IT Support and Services.

**BENEFITS**

- || Rare, fragile and historic documents that are deteriorating due to age and physical handling will now be preserved and made easily accessible via the Web for research and study.
- || A one-stop-shop was provided for US Army military history research. Use of the latest technology provides increased work task efficiencies to AHEC staff members.
- || The highly scalable solution provides a 2 Terabyte storage capacity with the potential to expand to house more than 10 million documents and artifacts.

PTFS is a perfect partner  
for this project considering  
their library science,  
content management, and  
digitization expertise.

## Government Printing Office Future Digital System (FDsys)

**BACKGROUND&BUSINESSPROBLEM**

The U.S. Government Printing Office (GPO) has been tasked to build an easily manageable repository for over 60 million digitized government publications, terabytes of born-digital documents as well as data associated with GPO's federal printing requirements. Not only does GPO need a way to store every published federal document that dates back to the late 1700's Federalist Papers but it also needs to make the documents available to the public through a Web portal. GPO has a vision of a digital content system that would allow federal content creators to easily create and submit content that can be digitally preserved.

Eventually, the public will be able to search, view, download and print authenticated documents through a Web portal. The types of content that would be available include text, graphics, video, audio and other forms as they emerge. Content will be available for Web searching and Internet viewing, downloading and printing, and as document masters for

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conventional and on-demand printing, or other dissemination methods. This project required vendor capabilities in specific library technologies as well as content management expertise.

**SOLUTION**

GPO chose to partner with PTFS and Harris Corp. because of their library science, content management, and digitization experience. PTFS has full text search and content management technology called ArchivalWare. PTFS holds a current library contract with GPO to work on their integrated library system (ILS) and has information system integration experience building large document repositories. All these unique capabilities come together to provide GPO a solid partner to work with in making this project, FDsys, a success.

**BENEFITS**

PTFS staff consists of government document experts to include librarians as well as information and digitization technology professionals and subject matter experts.

PTFS has provided document solutions to many federal agencies for the past eleven years.

PTFS offers proprietary digital archiving software, ArchivalWare, with powerful fulltext-search capability supporting native indexing of over 200 different file formats.

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**CASE STUDY**

"I have been very pleased with PTFS' ability to appropriately handle and safeguard the fragile, historical records of Fauquier County."

— Glenn T. Smith,  
Preservation Grants Administrator  
The Library of Virginia

## State of Virginia - Fauquier County

**BACKGROUND**

The Library of Virginia (LVA) conducted a pilot program to determine the feasibility of digitizing historical court documents, many of them dating from the mid 1700s to the early 1900s for Fauquier County's ended-chancery records (court records from cases concerning fairness). The Library wanted to convert the paper documents to electronic images for the purpose of long-term

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preservation and subsequently convert the electronic images to 35mm microfilm. The condition of these records was cotton rag and wood pulp paper and they varied greatly in color, shading, and fragility; the contents were mostly handwritten in ink. The size of the documents varied from 1"x3" to 24"x36", making it necessary to use special scanners for handling oversized materials.

**BUSINESS PROBLEM**

The Library of Virginia wanted to prevent further deterioration of Fauquier County's historic chancery record collection by providing a digital version of the documents accessible over the Web to researchers and the general public. Continued use of the already fragile and deteriorating documents, would cause such severe destruction that an accurate image replica of the original would not be possible to create. The right digital conversion solution would solve both their accessibility issues and their concern for long-term preservation.

**SOLUTION**

PTFS brought the technical expertise, appropriate equipment and understanding of the project's special needs, to the Library of Virginia's project. The team in the PTFS digital conversion center worked closely with LVA to determine a technical solution that would solve both the long-term preservation as well as the web-based digital accessibility issues. PTFS imaging engineers developed a variety of samples using various image format and compression techniques. A matrix of digital alternatives was presented to LVA along with a technical presentation and recommendation. Samples included the new JPEG 2000 format, high compression DjVu files, PDF, reduced resolution standard JPEG files and other alternatives. Grayscale and color samples were also produced. Digital production commenced and each page was individually prepared and scanned. Images were delivered using a LVA file naming convention which included imbedded metadata. Once a high-resolution image was created a grayscale version was extracted and a microfilm preservation copy was produced. The process required a specialized approach based on the nature of fragile and historic materials and the care with which they needed to be handled during the entire digital imaging process. The State of Virginia is now applying the specifications developed from the pilot program for other county chancery collections.

**BENEFITS**

|| Rare, fragile and historic documents that were deteriorating due to age and physical handling will now be preserved and made accessible for research and study to anyone with Web connectivity.

|| Once digitized and filmed, the Library's special chancery record collection was not only preserved for future generations but also made readily accessible via the LVA's web Portal.

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**CASE STUDY**

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**PTFS Implemented an  
Integrated Library System**

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In all of the USMC  
Community Services  
Libraries worldwide.

## United States Marine Corps

### BACKGROUND

The United States Marine Corps has 18 Morale, Welfare & Recreation (MWR) libraries on its bases worldwide. These libraries serve marines, their families, and civilians working on base. The libraries support education, leisure and mission research needs.

### BUSINESS PROBLEM

The United States Marine Corps wanted to implement a shared Union catalog based on an Integrated Library System to offer improved accessibility to library users and desired efficiencies and process improvement to library staff.

### SOLUTION

PTFS implemented an Integrated Library System (ILS) to automate library processes. To accomplish this, PTFS designed a union catalog that converted the existing library record collections from either shelf list cards or non-MARC electronic records into USMARC. The collections were de-duped to reduce the number of bibliographic records to a single record, with multiple holdings and item records attached to represent the individual collection pieces at each library. PTFS then submitted the catalog to authority control, for uniform series title, name and subject heading control. These completed authority controlled thesauri files were loaded, along with the bibliographic records, into an ILS database.

PTFS helped the Marine Corps achieve a more efficient and less costly library system by performing LAN installations at 16 USMC bases around the world. These systems are linked by a WAN to a large SUN server in Quantico, VA. After LAN installation, PTFS procured, configured, and integrated PCs, barcode readers, printers, networked CD-ROM towers and NT servers at each library. To complete this installation PTFS provided training for the staff at each library covering OPAC searching, circulation functionality, item record creation and other cataloging maintenance on the ILS system.

PTFS provides annual support, site refresher training and maintenance for all hardware and software components. Support includes depot maintenance, software upgrades, hardware repair and replacement and training worldwide.

### BENEFITS

- || Cost savings and economies of scale provided by centralizing computer and support services.
- || Librarians are able to perform their responsibilities faster and more efficiently.
- || Library patrons are able to access information easily both from the library or via the web.

# PTFS

DIGITAL ARCHIVING SOLUTIONS

## CASE STUDY

PTFS, Inc.  
6400 Goldsboro Road | Suite 200  
Bethesda, Maryland 20817  
301.654.8088 | [www.ptfs.com](http://www.ptfs.com)

Founded in 1995 as Progressive Technology Federal Systems, PTFS now provides solutions that include digital archiving systems, digitization and content conversion services, library systems integration and staffing services as well as integration with business process systems. PTFS has provided tailored solutions for more than 250 government, commercial, academic, union, association and not-for-profit clients.

In March 2002,  
the Library of Congress

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Federal Library and  
Information Center  
Committee awarded  
the National Defense  
University the 2001 Federal  
Library/Information Center  
of the Year Award for its  
"high level of customer  
service, development of  
outstanding collections  
in support of the  
university's mission,  
and its extraordinary  
reference services."

## National Defense University

### BACKGROUND

The National Defense University (NDU) is the nation's premier joint professional military educational institution. The University educates military and civilian leaders on security strategy, military strategy and resource strategy in the national security environment. The University Library's Special Collection is composed of more than 2.4 million objects including documents, photographs, video and realia dating back to 1534. The collection includes typed and handwritten documents including correspondence, speeches, personal papers and diaries, photographs, maps, newspapers and other assorted items such as sheet music and paintings.

### BUSINESS PROBLEM

The mission of the library is to make historically useful documents and valuable information accessible to a select student body, including military strategists from the U.S. and abroad. Prior to the implementation of the PTFS solution, access to the information was extremely difficult and in some cases, impossible. The actual documents, photographs, videos and all other information were stored with a few finding aids, indices and inventory control. Librarians had to go to the library stacks and search paper finding aids to find requested information — a time-consuming and cumbersome process. Rare and fragile documents were inaccessible because of their vulnerability. The library needed a solution that would make the valuable information available to their target audience with a short retrieval turn around time.

### SOLUTION

PTFS provided an enterprise-wide archive management system with full text search and retrieval capability. PTFS digitized a part of the Library's special collection, which included black and white images for full text conversion, color and grayscale photographs, maps, newspapers and video clips. NDU archives staff tracked the collection with records stored in a MS SQL database file. PTFS converted these records from the database into Dublin Core compliant records that were then linked to the digitized images in the PTFS' ArchivalWare™ searchable database. PTFS also provided digitization support and training to allow NDU library staff to continue to build and maintain their digital archive.

### BENEFITS

- || Rare, fragile and historic documents and objects that were once inaccessible are now available for research and study.
- || Digital full-text search and retrieval enables more efficient use of NDU staff and resources.
- || Searches that once took four or more hours are now accomplished instantaneously.
- || Simple use of a standard web browser allows intranet search on the NDU campus and Internet search for non-restricted information globally.

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"We selected

ArchivalWare™ because it  
was the only system that  
allowed us to create a  
database that could search  
the full text of hundreds of  
documents, in seconds."

— Jim Rible

Systems Librarian

Southern Oregon University Library

## Southern Oregon University

### BACKGROUND

Southern Oregon University (SOU) is a contemporary public liberal arts and sciences university devoted to providing access to opportunities for personal, intellectual, and professional growth through education and scholarship. The Southern Oregon Digital Archives is funded by a grant from the Institute of Museum and Library Services. The digital library primarily contains SOU's rich collections of federal, state, and county publications. The Library concentrated its efforts on two collections of regional materials pertaining to the Southern Oregon Bioregion and the First Nations/Tribal Collection.

### BUSINESS PROBLEM

SOU wanted to establish a Southern Oregon Digital Archives with its mission both in gathering and making available a variety of information resources needed by Southern Oregon citizens. The Library needed to convert unique and/or significant regional documents both to preserve them and, equally important, to make them more widely available. They envisioned the resulting archive as the logical and necessary extension of their existing library services.

### SOLUTION

SOU digitized and converted the collection to make it searchable and accessible to students, university employees and the general public via the Southern Oregon University website. Each item was converted to electronic format and processed through a highly accurate voting OCR procedure. The resulting images were delivered in PDF format, which showed image format with hidden searchable text (keyed metadata). The images and accompanying metadata were then loaded and indexed into the PTFS digital archiving system, ArchivalWare™. PTFS also provided hardware, software, training and integration services to complete the project. The SOU collection, powered by ArchivalWare™, is available to the public at <http://soda.sou.edu>.

### BENEFITS

|| Immediate access to the University's collection of historical documents that previously were

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only available via paper, microfilm or microfiche formats.

|| Multiple search fields and full-text search capability to access digitized documents enhanced  
SOU's traditional hard copy access methods.

# PTFS

DIGITAL ARCHIVING SOLUTIONS

## CASE STUDY

"I've been very pleased with  
PTFS — I've always found  
their staff to be top-notch  
and informative. It's an  
exceptional company."

— Hoyt Galloway  
Director  
Information Resource Center

## The U.S. Customs Service Information Resource Center

### BACKGROUND

The United States Customs and Border Protection Service Information Resource Center (IRC) determined that it wanted to greatly enhance the information technologies available to the Customs and Border Protection Service staff worldwide.

### BUSINESS PROBLEM

The IRC had selected a library automation system but needed assistance in determining how to make the best use of the system. Additionally, the Director of the Library wanted to provide desktop digital access to certain materials in the Customs Service archives as well as enhancing the electronic offerings the library had available.

### SOLUTION

PTFS was chosen for the job due to their library staffing experience as well as for their in-depth knowledge and capabilities with library automation solutions. The staff was involved in every aspect of the conversion, including decisions regarding module configuration as well as OPAC (Online Public Access Catalog) customization.

PTFS staff provided quality assurance to protect the accuracy of the bibliographic, item and authority records that were integrated into the current system. In addition, PTFS staff helped barcode the entire collection for creating item records.

PTFS staff converted some of the Customs historical and archival print materials into digital format, scanning a sample of the U.S. Customs Circular Letters, OCRing them and converted them to searchable PDF files. These letters can be located by searching the fields in their bibliographic records or by full-text searching of their contents.

PTFS staff provides technical services in support of the IRC staff, including acquisitions, cataloging, circulation, serials management, collection maintenance, and collection development. The PTFS Project Manager participates in upgrading the IRC print and electronic collections and its online information retrieval services. In particular, the Project Manager administers the Customs e-book collection, subscribed aggregator databases, and other e-resources. PTFS staff also coordinates relations with book vendors, online service vendors, and the Customs system administration staff. Other activities include special event and activity support, inventory and weeding of the collection.

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and circulation desk/reference coverage.

**B E N E F I T S**

|| The addition of accurately digitized information to the upgraded and fully functional Integrated Library System enabled the IRC to share information with the full U.S. Customs staff.

|| U.S. Customs IRC can rely on PTFS staff to provide a full range of technical services and staff support.

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**ArchivalWare solved Utah  
State Prison's large storage  
problem of criminal records  
and allowed them to make  
several important digital  
document libraries.**

## Utah State Prison

### BACKGROUND & BUSINESS PROBLEM

Utah State Prison's current system for tracking offender records had become out-of-date and was no longer supported. The Prison System also had a building filled with old paper files to comply with regulations forcing them to keep the records for up to 75 years or until the offender died. It was clear that the State needed a digital document system that allowed for easy access and storage while maintaining several different types of documents about the offender. The documents were diverse including medical records, court orders, personal mail and others. They needed a robust system that would not only store past records but as prisoners changed would be easy to update. The new system needed to meet all these requirements while keeping within the State's budget.

### SOLUTION

Utah State Prison chose PTFS' Archival for its easy-to-use interface and for the affordable perpetual license price. They were able to purchase the license once without any hidden costs that would handle growth as the prison population changed. Today the administrative offices use ArchivalWare to keep all the records of each prisoner in the two main State's prisons. The Prison has several document libraries set up in ArchivalWare: one for offender records that contain release papers, fingerprints, and official judgment; one for probation and parole documents with pre- and post evaluations; one for medical records including x-rays and physicals, another for

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Inmate accounting which includes payroll, deposits and receipts; and last is mail property that has mail inventory and information on items issued to the prisoner.

**BENEFITS**

- || Large amounts of physical space are now freed from paper file storage and documents are now preserved.
- || Robust digital document software is current and supported and allowing administration to easily access several different documents in different libraries on one prisoner.
- || Perpetual license offers affordable and easily scalable solution.

# PTFS

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**WPS decided to manage  
their student records  
by digitizing the  
entire collection of  
historic student  
records, setting up a  
conversion facility  
for new records and  
installing  
ArchivalWare.**

## Winchester Public Schools

### BACKGROUND & BUSINESS PROBLEM

Winchester Public School System (WPS) had a large business problem with approximately 300,000 pages of historic student records in 171 boxes from 1923 to the present. These boxes not only occupied lots of space but it was also very difficult to access and retrieve any specific student record. In addition to the legacy collection, WPS estimated they were creating approximately 7,000 new pages annually. When handling these records WPS needed to safeguard students' privacy and comply with all applicable state and federal laws including the Commonwealth of Virginia Records Retention and Disposal Schedules.

WPS decided to digitize the entire collection of historic student records, set up a content conversion/digitization facility for new student records, and install an archiving application to easily store, search, retrieve, browse and manage the complete set of records. Their vision included reducing space for storing the records, improving productivity for accessing the records, and establishing an efficient system for processing future records, all while maintaining student record integrity and adhering to the law.

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**SOLUTION**

WPS asked PTFS to deliver a complete turnkey solution in the shortest possible elapsed time. PTFS digitized all 300,000 records and developed metadata records for each student's first name, last name, and birth date. Creating digital images of the records enabled WPS to destroy paper copies while maintaining an electronic copy for easy duplication, retrieval and disaster recovery. PTFS also installed ArchivalWare as the digital archiving application that enabled WPS to easily store, search, retrieve and manage the collection of student records. Finally, PTFS worked with WPS in setting up a content conversion/digitization facility on location to easily digitize all new incoming student records. PTFS completed the entire project in 60 days elapsed time.

**BENEFITS**

- || Reduced physical storage space for hard copy student records
- || Improved productivity by reducing time for accessing student records
- || Managed project more effectively by contracting with one partner for a complete solution: digitization services, archiving software application, and digitization facilities for new records
- || Compliant with record retention state and federal law

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The State of Wyoming  
needed to preserve an old  
newspaper collection on  
fragile microfilm while  
making its contents  
available to the public for  
research.

## Wyoming State Digital Library

### BACKGROUND & BUSINESS PROBLEM

The Wyoming State Library wants to create a digital archive of their historic newspaper collection. Their collection of historic newspapers from local counties and municipalities dates back to the 1800's and has been preserved on microfilm. They want to digitize the 850,000 pages of newspaper following current best practices and standards to preserve the microfilm while making the newspaper available to the public. The Wyoming State Library also has a collection of trademarks and trademark applications that need to be digitized and made readily available as well. The Library envisions a digital archiving/asset management system to store, search, retrieve, browse, and manage the final electronic newspaper and trademark collection. Since the collection is large and will continue growing, they need an application that can perform full text searching

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and utilize more sophisticated searching techniques so they can locate document hits with pinpoint accuracy.

**SOLUTION**

PTFS's proposal included digitization services for the microfilm newspaper and trademark document collections, a fully configured server, installing the digital archiving application, loading the images into the system, and training. The State chose to partner with PTFS and Sirsi Dynix because of their library science and digitization expertise. PTFS also worked with the Library to create a plan for archiving new content as it is created so that the Digital Library will always be current. All these unique capabilities come together to provide the Wyoming State Library a solid partner to make this important project a success.

**BENEFITS**

- || The existing collection of microfilm can be preserved so it does not undergo further degradation from a microfilm reader.
- || The public will have electronic access to the newspaper. Any potential user with access to a browser can now access the entire newspaper collection.
- || ArchivalWare provides sophisticated searching tools so hits within a document can be found with pinpoint accuracy.

*PTFS, Inc. New Hampshire State Library  
Spider & Content Management Solution*

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*Use or disclosure of proposal data is subject to the restriction on the title page of this proposal*

Appendix 2-1

## Appendix 2

# Corporate and Product Literature

# P T F S

DIGITAL ARCHIVING SOLUTIONS

## CAPABILITIES

PTFS, Inc.  
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PTFS has provided  
digital archiving systems  
for more than 250  
government, commercial,  
academic, union,  
association and

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not-for-profit clients.

## Corporate Overview

Rapid advances in technology, including the exponential growth of the internet, has caused a proliferation of digital information. According to a University of California, Berkeley study, in the year 2000, the world produced 2 exabytes (2 billion gigabytes) of digital information. Currently, 93% of all information is produced digitally. Organizations recognize the need and acknowledge the expectation, that their valuable information be easily accessible. However, they continue to struggle with the challenge of storing and retrieving effectively their ever-increasing electronic document collections.

PTFS' Digital Archiving Solutions offer advanced, affordable tools and services to manage and keep pace with valuable and rapidly expanding digital collections. PTFS is a leading provider of comprehensive archiving solutions that include digital archiving software systems, digitization and content conversion services, systems integration and staffing support services. With incomparable expertise in understanding client challenges and in developing client tailored solutions, PTFS has already provided valuable digital archiving systems for more than 250 government, commercial, academic, union, association and not-for-profit clients. PTFS specializes in:

### DIGITAL ARCHIVING SOFTWARE

The PTFS ArchivalWare™ digital archiving system is designed to put complex searching tools in the hands of the end user through an easy-to-use Web interface. Archival Ware™ allows users to accurately search and retrieve any digital object including archived full-text materials by using the document's text content, metadata fields or a combination of both to find information quickly and with pinpoint accuracy. ArchivalWare™ seamlessly integrates with library and other business process systems to allow digital object and document libraries to be built and maintained more easily and cost-effectively than ever before.

### DIGITIZATION & CONTENT CONVERSION

PTFS offers specialty and high volume digitization and content conversion services at affordable pricing. Our 10,000 square foot conversion service center provides a full range of digital image capture and services that includes digitization, metadata creation, and re-keying services from published, unpublished, digital, or non-digital materials. PTFS has extensive expertise in handling and digitizing rare, fragile and historic documents and the capability to create digital assets from a wide variety of source materials including:

- || Digital Archiving Software — ArchivalWare™
- || Digitization and Content Conversion
- || Library and Business Process Systems Integration
- || Library & Professional Staffing Services
- || Books/Journals
- || 16mm and 35mm Microfilm
- || Microfiche
- || Engineering drawings
- || Photographs/Slides
- || Video/Audio

**PTFS provides tailored digital archiving solutions.**

### LIBRARY & BUSINESS PROCESS SYSTEMS INTEGRATION

PTFS is a leading provider of integrated library and business process/workflow systems, library consulting services and library portal solutions. Services include requirements analysis, library software selection, business process re-engineering, hardware and software installation, training, support and maintenance. ILS comparative analysis/consulting, systems migration planning, data conversion planning and ILS systems support are delivered by our team of experts, many of whom are highly experienced librarians. PTFS provides turnkey solutions to support the migration of existing

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digital information housed in legacy systems to ArchivalWare™ and other "open system" solutions.

**LIBRARY & PROFESSIONAL  
STAFFING SERVICES**

PTFS provides professional and support staffing services to all types and sizes of libraries and corporate information resource centers. Services range from total management to staffing for both short-term projects and long-term positions. The PTFS staff is composed of highly qualified information specialists (e.g. reference and research, cataloging, acquisitions, serials control, document delivery, circulation) as well as technology positions (e.g. systems administrators, programmers, web designers and developers).

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**SOME OF OUR CLIENTS**

**Commercial Clients**

- || Department of Commerce
- || Embry-Riddle Aeronautical University
- || George Washington University
- || Harris Corporation
- || Head Start Program
- || International Monetary Fund
- || International Society for Optical engineering
- || Library of Virginia
- || Lockheed/Martin
- || Maryland State Law Library
- || Northrop Grumman
- || National Geospatial Intelligence Agency (NGA)
- || Office of the Secretary of Defense (OSD)
- || Winchester Public Schools
- || Wyoming State Library

**Government Clients**

- || Amalgamated Transit Union
- || Commodity Futures Trading Commission
- || Department of Justice
- || Department of Labor
- || Government Printing Office (GPO)
- || Library of Congress
- || National Defense University
- || National Institutes of Health
- || National Labor Relation Board
- || National Library of Medicine
- || Naval Research Laboratory
- || Smithsonian Institution
- || US Army (Multiple)
- || US Marine Corps
- || US Military History Institute
- || Utah State Library
- || Whittier Public Library

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### ArchivalWare

lets you store, access  
and manage all your digital  
information within one system.

## Digital Archiving Software

PTFS has developed a highly effective digital archiving system, which includes ArchivalWare software, a digital document repository and a cadre of applications for building, managing and integrating digital archives. ArchivalWare combines a suite of high-volume, digital capture and production tools with a sophisticated web-based retrieval engine.

### ARCHIVALWARE

ArchivalWare allows organizations to store, search, retrieve, browse and manage digital archive collections within one system. ArchivalWare includes a web-based, full-text search and retrieval system. Source formats include digital documents, books, news clippings, photographs, video and audio collections and other electronically published material. Using ArchivalWare's full-featured interface, search queries can be conducted using Boolean, natural language (concept), and pattern matching (fuzzy logic) methodologies. Queries can be made against the full-text of digital documents, key metadata fields, or a combination of both. Retrieval of hits resulting from full text searches are highlighted directly on the document image for quick visual reference. Metadata or key-fields can also be used to limit the full-text search or retrieve non-text digital objects, (i.e., search by date, author, publisher, etc.). Supported ancillary software includes image capture and conversion (OCR, enhancement, etc.), forms processing, redaction tools, and workflow management. ArchivalWare provides rapid digital object distribution and re-purposing of digital assets using web-based technologies.

### LANGUAGE TOOLS

ArchivalWare's baseline semantic network, created from complete dictionaries, thesauri and other semantic resources, gives searchers a built-in knowledge base of over 400,000 word meanings with more than 1.6 million word relationships. Semantic network technology guides researchers easily and automatically, by using all of the power and richness of their native language, including syntax, morphology and the word definitions. This easy-to-use, natural language search tool provides unprecedented levels of accuracy and flexibility for retrieving information from the digital archive. Numerous industry specific cartridges are available in more than 20 different domains including medical, legal, military and technology.

### WEB EDITOR

The ArchivalWare Web Editor provides search and retrieval, database maintenance, and metadata editing. The editor uses a split-screen design, allowing staff to see the image as they key descriptive information into the metadata fields.

### APPLICATION PROGRAMMING INTERFACE (API)

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ArchivalWare's Application Programming Interface (API) allows for integration with existing and future third party applications. Using the API, integration with federated search solutions, Workflow and Business Process Management systems, and legacy systems is easily performed. ArchivalWare's is built using an open architecture with J2EE integration.

**ArchivalWare finds  
the information you need  
with pinpoint accuracy.**

**SCALABLE TECHNOLOGY**

ArchivalWare's scalable client/server open systems software architecture is designed for fast response time over local and wide area networks. The software design of ArchivalWare supports a distributed system configuration, which can be tuned to maintain performance regardless of database size or concurrent usage, by using schedulers, query servers and client handlers. Queries over multiple digital library collections can be sent to a single software query server, or distributed over multiple software servers to take advantage of current multi-processor server hardware.

**ARCHIVALWARE™ QUICK GUIDE**

Database: Microsoft SQL 2000 or 2005, Sybase or Oracle 8, 9, or 10 RDBMS

Server: SUN Solaris, 8, 9, or 10 Windows 2000 or 2003

Clients: Web Browsers for search and retrieval on any operating system platform

Pricing: Contact our sales team at sales@ptfs.com or call 1-888-654-8088

**SOME OF OUR CLIENTS**

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**P T F S** DIGITAL ARCHIVING SOLUTIONS

- || Intuitive and easy to use
- || Highlighted search "hits" show user each occurrence within a document
- || Multiple search modes - Natural language, Concept, or Boolean - yield pinpoint results
- || Supports 48 foreign languages
- || Searches born digital and digitized full-text documents equally well
- || Searches metadata, document full-text, or both
- || Searches across large document sets (millions of pages) on multiple servers, geographically dispersed, with several second response time
- || Integrates with Federated search solutions
- || Uses Dublin Core plus metadata schema
- || Includes a web-based metadata editor
- || Links reference documents in metadata or from links in the document
- || Supports pre-programmed search button from web portal for quick access to high demand information
- || Provides an easy method to invoke collection security
- || Stores data in XML format
- || Runs on standards based n-tier architecture on J2EE application server

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|| Permits flexibility in product delivery  
through web-based architecture  
|| Training and follow-on maintenance  
and support  
|| Interface, developed for French, Spanish,  
Anagie and Greek  
|| Amalgamated Transit Union  
|| Department of Labor  
|| Embry-Riddle Aeronautical University  
|| Government Printing Office (GPO)  
|| Maryland State Law Library  
|| Military History Institute  
|| National Geospatial Intelligence Agency (NGA)  
|| National Labor Relations Board  
|| Office of the Secretary of Defense (OSD)  
|| Ouachita Parish Public Library  
|| San Leandro Public Library  
|| Southern Oregon University  
|| Spokane Public Library  
|| The Chicago Tribune  
|| Utah State Library  
|| Whittier Public Library  
|| Winchester Public Schools  
|| Wyoming State Library

# PTFS

DIGITAL ARCHIVING SOLUTIONS

## CAPABILITIES

PTFS, Inc.

6400 Goldsboro Road | Suite 200

Bethesda, Maryland 20817

301.834.8088 | [www.ptfs.com](http://www.ptfs.com)

Founded in 1995 as Progressive Technology Federal Systems, PTFS now provides solutions that include digital archiving systems, digitization and content conversion services, library systems integration and staffing services as well as integration with business process systems. PTFS has provided tailored solutions for more than 250 government, commercial, academic, union, association and not-for-profit clients.

"PTFS does first rate  
work, they are absolutely  
reliable and their prices are  
reasonable. We have the  
highest praise for their  
people and their work."

— Marjorie Bloom

Law & Technology

Pension Benefit Guarantee Corporation

## Digitization and Content Conversion

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PTFS offers specialty and high volume digitization and content conversion services at affordable pricing using industry experts trained in all facets of imaging projects. PTFS markets a secure, state-of-the-art service center, with the capability to digitize a wide variety of source material/ types including paper, engineering drawings, 16mm and 35mm microfilm, slides, microfiche and video. Our patent-pending document conversion process includes: document preparation, scanning, OCR and image enhancement, indexing, quality control and packaging. PTFS has significant expertise in the handling and digitization of fragile and historic original materials and the capability to provide an archive quality original in addition to multiple client specified image resolutions. Digitization capabilities include bitonal, grayscale and color image capture. All projects incorporate a workflow quality control plan, based upon customer requirements.

**DIGITIZATION CAPABILITIES**

**Paper Scanning** PTFS carefully prepares each item for scanning by removing clips, staples and document fasteners, identifying page breaks, as well as other preparatory steps. Image type, resolution, and other digitization specifications are dictated by client requirements and adhered to rigorously by PTFS technicians.

Scanners include:

**Books & Journals** PTFS has significant expertise digitizing books, journals, and other bound materials. Special handling procedures for page turning and to prevent binding stress are utilized following stringent client specifications. Specialty designed overhead digital scanners allow digital images to be produced without touching the surface of rare materials and fragile paper.

**Microfilm & Microfiche** PTFS has film digitization capability for microfilm and microfiche. High resolution microfilm and microfiche scanners capture images at a variety of DPI settings using sophisticated digital capture software. This software can obtain page and section break index data from small, medium and large blips on the microfilm.

**Photographs & Slides** PTFS provides services to convert black & white and color photograph collections into web-accessible digital archives. Digital photographs can be produced from prints, slides or negatives. Multiple digital versions of photos can be provided to include web-ready and high-resolution versions. Processing techniques include watermarking, copyright embossing and image enhancement.

// Vacuum-fed belt scanners

(fragile and odd shaped material)

// Platen-protected wide-angle scanners

(book scanning)

// High-volume scanners

(standard paper)

// Large-format scanners

(architectural drawings and other  
oversize materials)

// Flat-bed scanners

(delicate and fragile materials)

// Microfilm Scanners

**PTFS offers specialty and  
high volume digitization and  
content conversion services  
at affordable pricing.  
Scalable digitization  
solutions grow with your  
project needs.**

**Engineering drawings** PTFS has experience in handling and scanning C, D & E size AEC documents. Our large format scanners are capable of handling a wide variety of engineering media types from standard blueprints to Mylar and Sepia, while optimizing the scanned image for the best possible result regardless of the quality of the original document.

**Video & Audio** PTFS produces digital video from analog source originals. Distance learning video

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libraries can be built by selection of pertinent clips from full-length sequences. The researcher can then view the clips and accompanying audio and access the full video upon demand.

**CONTENT CONVERSION CAPABILITIES**

**Image Enhancement** Image enhancement, which typically includes cropping, despeckle and deskewing is performed prior to Optical Character Recognition (OCR) processing. The results from the enhancement help provide a higher quality "clean" image, which is used during the OCR process to increase OCR accuracy. Image enhancement used on photographs can include color correction, contrast, sharpening etc.

**Optical Character Recognition** PTFS' OCR conversion technology is applied to complete the digitization process. Using a best practice OCR process, it is estimated that PTFS can increase OCR accuracy and reduce error rates by up to 80% over conventional OCR processes. Any image that fails to meet set parameters is auto-rejected and is sent for manual image repair.

**Metadata & Re-Keying** PTFS offers low-cost metadata creation and re-keying. Titles, authors, dates, and other pertinent metadata are either keyed from the image on the source material or extracted automatically from forms or from client legacy databases to create metadata. Smallpoint, cursive, or poor quality second-generation copies that cannot be OCR'd accurately may require re-keying. PTFS provides accurate, clean text for search and display as well as to create full-text documents or metadata records. Single or double-key services can be combined with customized spell checking, stop words, and special dictionaries for quality control purposes. Descriptive information can be captured during digitization to populate metadata fields.

**Electronic Text Archives** PTFS creates electronic archives using documents created from a wide variety of applications. Existing electronic documents (reports, theses, correspondence, etc.) can be indexed and added to a digital repository. This process allows searching across both newly digitized and born digital materials with a single search.

**File Formats** PTFS has extensive experience delivering numerous types of digital image file formats. These formats include JPEG 2000, TIFF, DjVu, PDF and many more. PTFS builds compound digital image with hidden text documents. When indexed with PTFS' ArchivalWare™, these document types (PDF, DjVu) allow the end-user to search on the full text and view the original image with graphics or embedded images. In addition, text "hits" are displayed on the image or in the electronic document text.

**SOME OF OUR CLIENTS**

PTFS, Inc.  
6400 Goldsboro Road | Suite 200  
Bethesda, Maryland 20817  
301.654.8088 | www.ptfs.com

**PTFS** DIGITAL ARCHIVING SOLUTIONS

- || Head Start Program
- || International Monetary Fund
- || Library of Virginia
- || Lockheed Martin
- || National Geospatial Intelligence Agency (NGA)
- || National Geographic Society
- || National Institutes of Health
- || Office of the Secretary of Defense (OSD)
- || Pension Benefit Guarantee Corporation
- || Smithsonian Institution
- || The Chicago Tribune
- || The International Society for Optical Engineering
- || Winchester Public Schools
- || Wyoming State Library

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# PTFS

DIGITALARCHIVINGSOLUTIONS

## CAPABILITIES

PTFS, Inc.  
8400 Goldsboro Road | Suite 200  
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Founded in 1995 as Progressive Technology Federal Systems, PTFS now provides solutions that include digital archiving systems, digitization and content conversion services, library systems integration and staffing services as well as integration with business process systems. PTFS has provided tailored solutions for more than 250 government, commercial, academic, union, association and not-for-profit clients.

**PTFS' library consulting staff offers unsurpassed expertise in library systems design and development.**

## Library Systems Integration and Support Services

PTFS is a leading provider of integrated library systems, library consulting services, on-site staffing support and library portal solutions for government, corporate, and academic libraries. PTFS combines an experienced technical team with library and information professionals to deliver turnkey solutions with single-vendor accountability.

### LIBRARY SYSTEMS INTEGRATION

PTFS has maintained working relationships with many top ILS developers, such as Dynix, Ex Libris, SIRSI and EOS, to provide the right product for your project. PTFS is also an authorized reseller for many other superior software, hardware, storage, networking, and telecommunications products that are used to develop and deliver turnkey solutions.

PTFS services include systems integration, system selection and design, installation, configuration, procurement, training, support and maintenance. Additionally, PTFS provides technical support for migration from legacy systems, whether manual or automated, as well as retrospective conversion services from non-MARC electronic files, card catalogs, and shelf lists. PTFS is skilled in phased implementation, allowing each library the ability to methodically develop a system, adding components and services as schedules or budgets permit.

### LIBRARY CONSULTING SERVICES

PTFS offers ILS, portal systems design, management and network administration and help desk support for single and multiple library sites. PTFS also provides consulting services for planning or upgrading library automation systems and creating digital libraries. Additionally, PTFS provides requirements analysis and needs assessment for imaging system and digital conversion efforts. PTFS information systems planning services include software/hardware development, maintenance support, networking, and implementation.

### ON-SITE STAFFING SERVICES

PTFS can provide professional and support staffing services to all types and sizes of libraries and corporate information resource centers. Services range from total library management to staffing for both short-term projects and long-term positions. PTFS also provides staff for specific projects such as collection inventory, weeding, collection bar coding, and retrospective conversion work. The PTFS library staff is composed of specialists in various library disciplines including:

- || Systems administration

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- || Reference and research
- || Cataloging
- || Acquisitions
- || Serials control
- || Document delivery
- || Interlibrary loan
- || Shelving
- || Circulation and other library functions

**PTFS provides turnkey  
digital archiving solutions  
that streamline your  
business process.**

PTFS information technology staffing includes:

**LIBRARY PORTAL SOLUTIONS**

PTFS builds library portals based on each client's unique requirements. PTFS-built portals can include federated search across disparate databases, plus personalized views and customizable interfaces based on user preferences and access rights. The portals can provide site searches, quick links to other pages, e-commerce, document delivery, special interest group discussions and list serves, on-line meetings, message centers and much more.

**SOME OF OUR CLIENTS**

PTFS, Inc.  
6400 Goldsboro Road | Suite 200  
Bethesda, Maryland 20817  
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**PTFS** DIGITAL ARCHIVING SOLUTIONS

- || ILS systems management and administration
- || System design
- || Web development and support
- || Programming
- || Database development and administration
- || Document and records management
- || Network administration and help desk support
- || Expert scanner operators
- || Data entry specialists
- || Administrative Office of the U.S. Courts
- || Commodity Futures Trading Commission
- || Congressional Research Services
- || Federal Communications Commission Library
- || George Washington University  
Gelman Library
- || Hughes Aircraft Technical Library
- || International Monetary Fund,  
Joint Bank Fund Library
- || International Trade Commission Library
- || Library of Congress Law Library
- || Library of Congress  
Congressional Research Services
- || Mt. Vernon College of George Washington  
University Library
- || National Defense University Library
- || National Library of Medicine

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|| Naval Research Laboratory Library  
|| Travis AFB Mitchell Memorial Library  
|| U.S. Air Force Eglin Medical Library  
|| U.S. Army Ft. Drum Library  
|| U.S. Army Ft. Polk Library  
|| U.S. Army Ft. Stewart Library  
|| U.S. Attorneys Office for D.C. Library  
|| U.S. Customs Service and Border Protection  
Information Resource Center  
|| U.S. Department of Justice and the  
Anti-Trust Library  
|| U.S. Department of State  
Ralph J. Bunche Library  
|| U.S. Geological Survey Library System  
|| USMC MCCS Libraries  
|| Washington Research Library Consortium

# PTFS

DIGITAL ARCHIVING SOLUTIONS

## CAPABILITIES

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## PTFS ASP Digital Hosting Facility

PTFS provides an Application Service Provider (ASP) solution as an alternative to purchasing the hardware, software and support services necessary to build a digital library for your organization.

Using ArchivalWare Digital library technology along with an experienced staff is the most expedient and cost effective alternative for rolling out small to medium sized digital libraries.

Outsourcing your digital library is a good choice for you if you are working with a limited budget.

Consider the additional costs of purchasing equipment, the knowledge needed to build an effective digital library, and the range of staffing expertise needed to host a digital library. In addition, PTFS can bring up your digital library solution much faster than if you were to acquire equipment, software, and training to build it in-house.

PTFS can help analyze and develop digital library implementation plans. PTFS also provides a broad range of options and services available, including imaging alternatives, metadata creation, digital document enhancements, storage, backup, and interface customization.

### NTT/VERIO PTFS CO-LOCATION HOSTING FACILITY


PTFS uses the co-location capabilities of a world class hosting facility in Northern Virginia. Verio is the world's largest operator of web sites for business. Products and services are backed by the financial stability of NTT, the world's largest telecommunications company. SAS70 - NTT/VERIO Managed Hosting Solutions have achieved third party validation under the Statement of Auditing Standards No. 70 (SAS70) Type I & Type II certification. Verio has the capability to provide customers with DS3 service (up to 45 Mbps). PTFS owns the servers in the facility and leases the facility support capability from NTT Verio. Verio provides PTFS with:

|| Clean and continuous power with redundant un-interruptible battery backup and multiple diesel generators

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|| FM200 Dry pipe gas fire suppression system  
|| HVAC and humidity controls  
|| Multiple levels of physical and network security  
|| High bandwidth connection to the Internet. PTFS hosting facility provides a 2 Mbps base rate with burstable connectivity to 20 Mbps insuring consistent high performance Internet even as traffic utilization varies. Verio's goal is to make the Verio Backbone available to customers free of network outages 100% of the time. Unlike some ASP services, PTFS does not add an additional charge for burstable Internet Connectivity.  
|| 24/7 monitoring by VERIO staff from state-of-the-art control room  
Using the ASP model a PTFS-hosted solution can help reduce the costs of training, overcome technology obsolescence, and ensure efficient processes for rapid implementation. The result is an easily accessible customized digital library.

PTFS can build  
and host a digital  
library quicker than  
building one in-house.

**P T F S** DIGITALARCHIVINGSOLUTIONS

PTFS, Inc.  
6400 Goldsboro Road | Suite 200  
Bethesda, Maryland 20817  
301.654.8088 | [www.ptfs.com](http://www.ptfs.com)  
Founded in 1995 as Progressive Technology Federal Systems, PTFS now provides solutions that include digital archiving systems, digitization and content conversion services, library systems integration and staffing services as well as integration with business process systems. PTFS has provided tailored solutions for more than 250 government, commercial, academic, union, association and not-for-profit clients.

## Federal Government Contract Vehicles

### GSA IT SCHEDULE

Contract # GS-35F-5322H

[www.gsaadvantage.gov](http://www.gsaadvantage.gov)

### NIH IMAGE WORLD 2

Contract # 263-01-D-0116

<http://nitaac.nih.gov/downloads/iw2/IW2Matrix.xls>

### LIBRARY OF CONGRESS

### LIBRARY ADMINISTRATIVE SUPPORT SERVICES

Contract # C-LC01037

### NIH CIO-SP2

Contract #263-01-D-0084 (Subcontractor to A-Tek)

### ITOPS II

Contract # DTTS59-99-D-00461 (Subcontractor to EER)

*PTFS, Inc. New Hampshire State Library  
Spider & Content Management Solution*

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*Use or disclosure of proposal data is subject to the restriction on the title page of this proposal*

Appendix 3-1

## Appendix 3 Cost Proposal


### PTFS, Inc. - PRICE QUOTATION

Date May 5, 2008  
6400 Goldsboro Road, Suite 200 Quile # B70557  
Bethesda, MD 20817 Exp. June 5, 2008  
Phone: 301-654-8068 POC Dan Quinn  
FAX: 301-654-5789 Terms Net 30 Days  
Quoted to:  
Janet Eldund  
Administrator of Library Operations Budgetary Estimate  
New Hampshire State Library Digital Library Archiving Solution  
20 Park Street Pilot  
Concord, NH 03301  
603-271-2383  
Item Qty Mfg./Model Description Price Extension  
001 1 Digital Library ASP: for 10  
GB or 2,500 records  
\$5,000.00 \$5,000.00  
002 1 Installation N/C N/C  
003 1 Training \$2,350.00 \$2,350.00  
004 1 Training \$2,350.00 \$2,350.00  
\$9,700.00  
005 1 Spider 2 Synchronizer \$11,210.00 \$11,210.00  
006 1 Spider 2 ASP \$5,000.00 \$5,000.00  
007 24 Professional Service Hours \$175.00 \$4,200.00  
008 50 Professional Service Hours \$175.00 \$8,750.00  
User Training Session via Webex: Load and Administrative  
Sub-total - Digital Archiving Solution - ASP Model  
Digital Library on hosted environment for one year, not to exceed 10  
GB or 2,500 records. Service includes support and maintenance for  
one year period.  
Server Installation Services, ASP Hosting Location  
User Training Session via Webex: Query and Edit  
Digital Archiving Solution - ASP Model  
Spidering Solution  
Spider 2 Synchronizer perpetual license for unlimited users on one  
single processor server. Includes support and maintenance for one  
year period.  
Work with customer to determine initial Spider 2 Synchronizer rules.  
Install and configure spidering application for use against one website:  
New Hampshire Department of Environmental Services.  
ASP Hosting service for Spider 2 Synchronizer for one year period.  
Service includes maintenance and support for one year period.  
Integrate Spider 2 with Digital Library so documents seamlessly  
Spider 2 to Digital Library  
009 18 Professional Service Hours \$175.00 \$3,150.00  
010 8 Professional Service Hours \$175.00 \$1,400.00  
\$33,360.00  
\$43,060.00  
12

PRODUCT DESCRIPTION, APPROACH, AND COST DATA ARE SIRSIDYNIX AND PTFS COMPANY CONFIDENTIAL  
This project is subject to the SirsiDynix "Standard Terms and Conditions".  
Any applicable U.S. Federal, State and Local taxes will be an additional cost applied to the invoice.

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Notes and Assumptions

Grand Total - Digital Archiving Solution and Spidering Solution  
Run Spider 2 Synchronizer against one website: New Hampshire  
Department of Environmental Services. After reviewing documents  
retrieved on first run, determine necessary rule revisions for second  
and then third spidering operation.  
Provide NHSL personnel training via Webex so they can operate  
Spider 2 Synchronizer independently.  
Sub-total - Spidering Solution  
transfer from

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WORK PLAN**

PTFS, Inc.'s Project Manager and the State Project manager shall finalize the Work Plan by September 2, 2008 and further refine the tasks required to implement the Project.

This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and PTFS, Inc. team members), refine the Project's scope, and establish the Project's schedule. Continued development and management of this plan is a joint effort on the part of the PTFS, Inc. and State Project Managers.

**1. ASSUMPTIONS**

**A. General**

- The State shall provide team members with decision-making authority to support the implementation efforts.
- All State tasks must be performed in accordance with the Final Work Plan agreed upon and signed by the State.
- PTFS, Inc. shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**B. Logistics**

- The PTFS, Inc. Team shall honor all holidays observed by PTFS, Inc. or the State, although with permission, may choose to work on holidays and weekends

**C. Project Management**

- The State shall review and approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- PTFS, Inc. assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager. An Alternate Project Manager must be of the same or similar expertise as the Project Manager and be acceptable to the State.

**2. ROLES AND RESPONSIBILITIES**

**A. PTFS, Inc. Team Roles and Responsibilities**

**1) PTFS, Inc. Team Project Executive**

The PTFS, Inc. Team's Project Executives (PTFS, Inc. and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the implementation throughout the project life cycle. The Project Executive shall advise the PTFS, Inc. Team Project Manager and the State's Project leadership on the best practices for implementing the PTFS, Inc. Digital Archiving solution with spidering

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WORK PLAN**

Software Solution within the State. The Project Executive shall participate in the definition of the project plan and provide guidance to the State's Team.

**2) PTFS, Inc. Team Project Manager**

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign PTFS, Inc. Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all PTFS, Inc. Team members;
- Provide progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified and accepted by the State 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.

**B. State Roles and Responsibilities**

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

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WORK PLAN**

**1) State Project Manager**

The State Project Manager shall work side-by-side with the PTFS, Inc. Project Manager. The role of the State Project Manager is to 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:

- Work with the PTFS, Inc. Team to plan and conduct a kick-off meeting;
- Assist the PTFS, Inc. 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 PTFS, Inc. Project Manager of any urgent issues if and when they arise; and
- Assist the PTFS, Inc. team staff to obtain requested information if and when required to perform certain project tasks.

**2) State Subject Matter Experts (SMEs)**

The role of the State SMEs 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 SMEs 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 PTFS, Inc. Team in validating and documenting user requirements, as needed;
- Assist PTFS, Inc. Team in mapping business requirements;
- Assist PTFS, Inc. Team in constructing test scripts and data;
- Assist PTFS, Inc. Team in system, integration, and acceptance testing;

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WORK PLAN

- Assist PTFS, Inc. Team in performing conversion and integration testing and data verification;
- Attend Project meetings when requested;
- Assist PTFS, Inc. Team in training end users in the use of the PTFS, Inc. COTS Software Solution and the business processes the Application supports.

*Remainder of this page intentionally left blank.*

**1. LICENSE GRANT**

Subject to the payment of applicable Software License fees set forth in Contract Exhibit B: *Price and Payment Schedule*, PTFS, Inc. hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive limited license to use the COTS Software, Spider 2 Synchronizer and ArchivalWare, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the COTS Software, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

**2. DOCUMENTATION**

PTFS, Inc. shall provide the State with COTS Software Documentation. The State may make a sufficient number of copies of the COTS Software for its licensed use and one copy of each program media.

PTFS, Inc. shall provide the State with one (1) user license and a hard copy version of the Software's associated Documentation and one (1) electronic version of the Documentation in Microsoft WORD and PDF format. The State agrees to include copyright and proprietary notices provided to the State by PTFS, Inc. on the copies.

**3. RESTRICTIONS**

The State shall not:

- a. Remove or modify any program markings or any notice of PTFS, Inc.'s proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**4. TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the COTS Software shall remain with PTFS, INC..

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
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EXHIBIT K  
WARRANTIES AND WARRANTY SERVICES

**5. MAINTENANCE WARRANTY**

PTFS, Inc. warrants that a COTS Software licensed to the State for a maintenance period shall operate in all material respects as described in the applicable program Documentation. The State must notify PTFS, Inc. of any Service Deficiencies with fixes or upgrades within ninety (90) days from performance of the Services described in the ordering document.

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

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

**6. VIRUSES**

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

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

**7. AUDIT**

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

**8. NON-INFRINGEMENT**

PTFS, Inc. warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") do not violate or infringe any patent, trademark,

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CULTURAL RESOURCES  
DIGITAL ARCHIVING  
CONTRACT 2008-007  
EXHIBIT K  
WARRANTIES AND WARRANTY SERVICES

copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

- a. Promptly notifies PTFS, Inc. in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives PTFS, Inc. control of the defense and any settlement negotiations; and
- c. Gives PTFS, Inc. 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 PTFS, Inc. believes or it is determined that any of the Material may have violated someone else's intellectual property rights, PTFS, Inc. may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, PTFS, Inc. may end the license, and require return of the applicable Material and refund all fees the State has paid PTFS, Inc. under the Contract. PTFS, Inc. will not indemnify the State if the State alters the Material without PTFS, Inc.'s consent or uses it outside the scope of use identified in PTFS, Inc.'s user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. PTFS, Inc. 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 PTFS, Inc.. will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by PTFS, Inc. without PTFS, Inc.'s consent.

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STATE OF NEW HAMPSHIRE  
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EXHIBIT L  
TRAINING SERVICES

PTFS, Inc. shall provide the following Training Services.

**A. TRAINING**

1. PTFS, Inc. will provide training on all components of the system including 1): Spider 2 Synchronizer application; operating the program and changing parameters and 2) ArchivalWare; user and administrative training. All courses are to be offered via Webex. This instruction is targeted to train the group of Users defined as Project Team, Users from the Department and selected Subject Matter Experts (SMEs).

**2. Project Team Developed Training**

a. PTFS, Inc. and the State agree to an end user training approach to meet training objectives, including:

- 1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs)

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	PTFS, Inc. Team	State of NH
Develop Training Plan	Lead the development and implementation of the Training Plan.  Provide guidance, coaching, materials, and tools.	Review and approve proposed training plan
Develop Curriculum	Analyze skill requirements. Detail roles, course content, and estimated course length.	Assist to analyze skill requirements. Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Develop training materials and documentation to include training in both the Digital Archiving Solution and the Spidering Solution.  PTFS, Inc. and the State will together Conduct Train-the-Trainers for the State's Central Support Group through implementation. PTFS, Inc. will assist in the first train the trainer class for each topic.	Review and approve training materials and documentation
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for implementation.	Attend training sessions
Evaluate Training Effectiveness		Establish evaluation criteria  Determine if training provided meets deliverable requirements

STATE OF NEW HAMPSHIRE  
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DIGITAL ARCHIVING  
CONTRACT 2008-007  
EXHIBIT M  
NH OIT RFP (WITH ADDENDUMS) INCORPORATED

EXHIBIT M - NOT APPLICABLE TO THIS CONTRACT

State of New Hampshire  
Department of State

CERTIFICATE OF AUTHORITY OF

PTFS, INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of PTFS, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to PTFS, INC. to transact business in this State under the name of PTFS, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID#: 595959

IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of May, 2008 A.D.



*William M. Gardner*

William M. Gardner  
Secretary of State

**CERTIFICATE**  
(Corporation With Seal)

I, Jennifer Black, do hereby represent and certify that:

- (1) I am Secretary of PTFS, Inc., a Maryland corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The signature of Daniel Quinn, VP Sales & Marketing, of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (5) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation and have affixed its corporate seal this 4th of June, 2008.

Jennifer Black Secretary  
<Signer and Title>

(SEAL)

STATE OF Maryland

COUNTY OF Montgomery

On this the 4<sup>th</sup> day of June, 2008, before me,

Jennifer L. Black, personally appeared and acknowledged her/himself to be the Secretary, of PTFS Inc, a Maryland corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument.

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

Margaret M. Claunch  
Notary Public/Justice of the Peace

My Commission Expires:  
MARGARET M. CLAUNCH  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires January 16, 2010

<b>PRODUCER (301)258-7773 FAX (301)258-5111</b> <b>Lowe-Tillson Insurance &amp; Assoc., Inc.</b> 1370 Piccard Drive Suite #150 Rockville, MD 20850		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED Progressive Tech. Fed'l Systems Inc.</b> 6400 Goldsboro Rd Suite 200 Bethesda, MD 20817		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Hartford Insurance Group	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

#### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	42SBAEQ1907	10/02/2007	10/02/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

#### CERTIFICATE HOLDER

Department of Cultural Resources  
 New Hampshire State Library  
 20 Park Street  
 Concord, NH 03301

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Harry Lowe/KIM

*[Signature]*