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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

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May 3, 2021

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

REQUESTED ACTION

The Department of Military Affairs and Veterans Services respectfully requests approval to enter into a contract with Northeast Archaeological Research Center, Inc., 382 Fairbanks Road, Farmington, Maine 04938 (vendor code #225111), in the amount of $22,774.00 for an archaeological study for Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8) cemetery development at the New Hampshire State Veterans Cemetery, for the period of Governor and Council approval through December 31, 2021. **100% General – Capital Funds.**

030-01200-15290000-034-500152- Department of Military Affairs and Veterans Services– Archaeological Study for Phase 2 Cemetery Development

30-01200-15290000-034-500152 – Archaeology Study for Phase 1B	$22,774.00	
	Total	**$22,774.00**

EXPLANATION

The New Hampshire State Veterans Cemetery (the former Merrimack State Forest), 110 Daniel Webster Highway in Boscawen, New Hampshire, owned by the NH Department of Military Affairs and Veterans Services (DMAVS) was established in 1997 and is composed of 104 acres of land. Presently, there is a need to prepare several undeveloped sections of the cemetery for future columbarium and interment space; specifically, to construct within Polygon 7 and Polygon 8. On March 30, 2021 emails were went to ten (10) archaeological consultants found listed on the New Hampshire Division of Historical Resources website notifying them of the Request for Proposal. Only one (1) qualified bid was received. That bid was reviewed by the Department's environmental section and the pricing was determined to be acceptable by the Director of the Veteran's Cemetery.

This contract has been approved for form, substance and execution by the New Hampshire Department of Justice.

Respectfully submitted,

For David J. Mikolaities
Major General, NHNG
The Adjutant General

Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8)
NH State Veteran's Cemetery, Boscawen, New Hampshire

RFP/MANAGEMENT SUMMARY

The Department of Military Affairs and Veterans Services (DMAVS) solicited for the Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8) by running a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on March 30, 2021. The Procurement Technician for DMAVS reached out to ten (10) vendors through email with notification of the RFP and instructions on where to find the proposal on the Department of Administrative Services Procurement and Support Services Statewide Bids and Proposals website (https://apps.das.nh.gov/bidscontracts/). One (1) company submitted a qualified proposal. A second company submitted a proposal after the bid had officially closed.

A comprehensive and impartial evaluation of the proposal was conducted by a panel of two individuals from the DMAVS. These individuals rated the proposal according to criteria as outlined in the Request for Proposal. These rating criteria included a review of the company profile, review of the qualifications of the proposed project team, evaluation of example Phase 1B archaeological survey reports, review of the company's ability to provide supplemental Geographic Information System (GIS) Data. Each section was worth 10 points for a total of 40 points.

The agency only received one qualified proposal form Northeast Archaeological Research, Inc. Northeast Archaeological Research, Inc received a total 37 points out of 40 points. Agency representatives consider the pricing reasonable.

Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8)
NH State Veteran's Cemetery, Boscawen, New Hampshire

RATING SUMMARY OF QUALIFIED PROPOSALS

Northeast Archaeological Research, Inc..

Proposal Review#1

1. Company Profile: 9 Points
2. Phase 1A and Phase 1B Archaeological Surveys: 10 Points
3. Geographic Information Systems (GIS) Date Development: 8 Points
4. Example project review: 9 Points
5. Total Points: 36 Points out of 40 Points

Scorer Remarks: NE ARC's reports are easy to follow and very informative. They provide attention to detail.

Scorer: ZB

Proposal Review#2

1. Company Profile: 9 Points
2. Phase 1A and Phase 1B Archaeological Surveys: 10 Points
3. Geographic Information Systems (GIS) Date Development: 9 Points
4. Example project review: 9 Points
5. Total Points: 37 Points out of 40 Points

Scorer Remarks: The Phase 1B example report provided was very easy to read, and provided an appropriate level of detail, and good use of graphics. Ample description meeting all the requirements for a Phase 1B report was provided in the report to fully support the conclusions..

Scorer: EC

Pricing

Northeast Archaeological Research, Inc.: $ 22,774.00

Pricing seems Reasonable per agency representatives.

Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8)
NH State Veteran's Cemetery, Boscawen, New Hampshire

Rating Panel Background Information

E.C. – State Environmental Specialist, Department of Military Affairs and Veterans Services (DMAVS). Bachelor of Science degree in Biology, and Masters in Public Health (MPH) degree. Has over 29 years' experience with DMAVS in National Environmental Policy Act environmental assessments, ISO 14001 environmental management system (EMS), air quality, environmental contamination of soil and groundwater, environmental noise, stormwater, pollution prevention and cultural resource management. Serve as Cultural Resources Program Manager for DMAVS, coordinating all aspects of Cultural Resources Management, including preparation of scopes of work and contracts, review and oversight of archaeological investigations and reports, consultation with the NH Division of Historical Resources and Federally Recognized Tribes (Penobscot Nation and Aroostook Band of Micmacs). Prior work experience from 1986-1991 includes wetlands protection administration and enforcement, conservation and environmental affairs coordination for several Massachusetts municipalities.

Z.B. – State Environmental Supervisor, DMAVS. 26 years in various positions and over 30 years of experience. He has a Bachelor Degree in Natural Resources Studies and Masters in Resource Management and Administration. He has experience with cultural resources management, natural resource management, environmental compliance programs, and supporting state contracting procedures for the department.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NH 03301	
1.3 Contractor Name Northeast Archaeology Research Center, Inc. (V#: 225111)		1.4 Contractor Address 382 Fairbanks Road Farmington, Maine 04938	
1.5 Contractor Phone Number (207)860-4032	1.6 Account Number 030-01200-15290000-034-500152	1.7 Completion Date December 31, 2021	1.8 Price Limitation $22,774.00
1.9 Contracting Officer for State Agency Erin M. Zayac, Administrator of Business Operations		1.10 State Agency Telephone Number (603)225-1361	
1.11 Contractor Signature Date: 5/3/2021		1.12 Name and Title of Contractor Signatory Robert N. Bartone, President	
1.13 State Agency Signature Date: 5/4/2021		1.14 Name and Title of State Agency Signatory Erin M. Zayac, Administrator of Business Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael Hally		On: 5/10/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials RNB
Date 5/3/2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT A, SPECIAL PROVISIONS

SUBJECT: Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8) – NH State Veteran's Cemetery, Boscawen, New Hampshire

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

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In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1) The services required to be performed under the terms of this Agreement as written;
2) The services actually performed;
3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

4. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

5. **General Provisions** are amended as follows:

a. **Provision 10. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-parts:

10.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

10.5 In accordance with NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept confidential in compliance with NH RSA 227-C:11.

c. **Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than $250,000.00 per person bodily injury liability, $500,000.00 per occurrence bodily injury liability and $50,000.00 property damage liability.

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Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

(1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);

(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;

(3) The Resources Conservation and Recovery Act (RCRA);

(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);

(5) The National Environmental Policy Act (NEPA);

(6) The Solid Waste Disposal Act

(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;

(8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

(9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et. seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

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(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Archeological Survey Standards.

Archaeological survey services are authorized under Section 110 and 106 of the National Historic Preservation Act (P.L.89-665), as amended, and RSA 227-C: 6, 7 and 9.

Work shall be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1993), hereafter referenced as Standards. These standards are supplemented by the NHDHR Archaeological Standards and Guidelines (most current version).

All work shall be performed under the supervision of an archaeologist meeting the minimum federal standards (as set forth in 36 CFR Part 61), who shall be responsible for the quality of work. Unless already pre-approved by the NHDHR, appropriate documentation must be submitted for the supervisory archaeologist for NHDHR consideration and approval.

Any artifacts discovered as a result of the SOW referenced herein are the property of the DMAVS; and their associated documentation, for curation by the NHDHR, shall be in keeping with the intent of 36 CFR Part 79 and in accordance with RSA 227-C:8. Curation of all artifacts recovered shall meet NHDHR Curation requirements contained in "NH Division of Historical Resources Archaeological Curation Guidelines", dated January 2020 located at: https://www.nh.gov/nhdhr/review/documents/2020_nhdhr_curation_guidelines.pdf

Contact the State Archaeologist for further guidance. The NH State Veterans Cemetery Director will also notify the Tribal Historic Preservation Officer (THPO) for the Penobscot Indian Nation and the Aroostook Band of Micmacs if any Native American cultural materials are encountered during the fieldwork.

The results of this work will assist the DMAVS in partially fulfilling its obligation under Section 110 of the National Historic Preservation Act and will enhance the DMAVS's ability to respond to future Section 106 obligations. The report will also serve as a reference document to guide future professional studies and management decisions, and it will be available through the NHDHR for appropriate scholarly purposes.

All archaeological survey reports submitted to DMAVS shall meet NHDHR Archaeology Report requirements contained in "NH Division of Historical Resources Archaeological Standards and Guidelines", dated March 2018, located at: https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B: THE SERVICES

SUBJECT: Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8) – NH State Veteran's Cemetery, Boscawen, New Hampshire

PROJECT OVERVIEW:
Conduct an intensive archaeological survey of Polygons 7 & 8 at the NH State Veterans Cemetery in Boscawen, NH. The project will consist of:
1. Proposed Investigational Plan (See **Task 1**)
2. Field Work (See **Task 2**)
3. Draft Report (See **Task 3**)
4. Draft GIS Data (See **Task 4**)
5. Final Report (See **Task 5**)
6. Final GIS Data (See **Task 6**)
7. Inventory Forms and Artifact Curation (See **Task 7**).

1.0 GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform Phase IB Intensive Archaeological Surveys as specified below.

1.1 BACKGROUND AND GOAL

The New Hampshire State Veterans Cemetery (the former Merrimack State Forest), 110 Daniel Webster Highway in Boscawen, New Hampshire, owned by the NH Department of Military Affairs and Veterans Services (DMAVS) was established in 1997 and is composed of 104 acres of land. Presently, there is a need to prepare several undeveloped sections of the cemetery for future columbarium and interment space; specifically, to construct within Polygon 7 and Polygon 8 (see attached **Figure 9.2**, delineating the Area of Potential Effects (APE)).

The goal of the Phase 1B Intensive Archaeological Investigation is to clear the portion of Polygon 7 as referenced in the APE delineated in **Figure 9.2** and the entirety of Polygon 8 for further development of the NH State Veterans Cemetery. This survey will identify the presence or absence of sensitive archaeological resources, documenting the site density and cultural development of the locale or region through data gained from the literature search. At a minimum the Phase 1B will include intensive, systematic field-testing of areas identified as archaeologically sensitive, to include site identification and boundary approximation, field and subsurface investigation with shovel test pits (STPs), and additional research providing more detailed information on the sensitive areas found to include archaeological deposits.

Several previous archaeological surveys have been conducted on the above-referenced property to date and are on file with the New Hampshire Division of Historical Resources (NHDHR). These surveys are as referenced below:

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1) "Summary of Archeological Study, Veterans Cemetery Project, Boscawen, New Hampshire, dated September 29, 1994; prepared by Victoria Bunker, Inc. for Sherman, Greiner and Halle, LTD.

2) Phase 1A Archaeological Survey for the Proposed Veteran's Cemetery Project; Boscawen, New Hampshire; 1994; prepared by Victoria Bunker, Inc. for Sherman, Greiner and Halle, LTD.

3) Archaeological Planning Level Survey, Phase 1B, Project#NH0099003, New Hampshire Veteran's Cemetery, Boscawen (Merrimack County), New Hampshire, Final Report dated May 26, 2003; prepared by Independent Archaeological Consulting, LLC.

4) Phase 1B Archaeological Planning Level Survey, New Hampshire Veteran's Cemetery, Boscawen (Merrimack County), New Hampshire, Final Report dated September 2015; prepared by Robert G. Goodby, Ph.D., Monadnock Archaeological Consulting, LLC.

5) Phase 1B Intensive Archaeological Investigation of the New Hampshire State Veterans Cemetery, Polygons 4 and 5, Boscawen, New Hampshire, Final Report dated December 21, 2018; prepared by Northeast Archaeology Research Center, Inc.

At a minimum, the DMAVS requests a Phase 1B Intensive Archaeological Investigation for the unsurveyed portion (approximately 1.28 acres) of Polygon 7, as referenced in the APE delineated in **Figure 9.2** to identify whether any archaeologically sensitive resources are present. In 2015, 0.3 acres of Polygon 7 was surveyed by Monadnock Archaeological Consulting, LLC (see **Figure 2**). Polygon 7 is in the northwest portion of the Veterans Cemetery (see attached **Figure 9.2**), within a broad outwash plain. The total area within Polygon 7 comprises 1.58 acres and measures 80 m (262 ft) north-south by 80 m (262 ft) east-west. In 2003, it was classified by Independent Archaeological Consulting, LLC (IAC) as a "High Unverified" archaeologically sensitive area, where the presence of archaeological resources has not been confirmed through archaeological testing, along a terrace edge overlooking an unnamed stream (see **Figure 9.2**). In 1994, only two shovel test pits (STPs) were excavated in the southeast corner of Polygon 7 by Victoria Bunker, Inc., and soil profiles exhibited fine to medium sands. Due to its high sensitivity, it is estimated that based on a testing strategy recommended by IAC, using 4m transect intervals, 30 STPs along two transects directly above the drainage will be needed (IAC, LLC, 2003).

During a Phase 1B Archaeological Planning Level Survey conducted by Monadnock Archaeological Consulting, LLC in May and June of 2015 20 STPs were excavated in a portion of Polygon 7 within an area of approximately 0.3 acres in extent (see **Figure 2**), along a broad, level outwash plain on the west side of the Merrimack River, and situated directly north of the seasonal drainage on the north side of Polygon 6. A grid was established using 50M tapes with pin flags placed at 8-meter intervals along transects placed 8-meters apart. Aside from plowing and surficial disturbance from an existing dirt roadway, soil profiles did not reveal evidence of significant historic or modern disturbance. No artifacts of any kind were recovered from the test pits excavated in Polygon 7.

Additionally, the DMAVS reserves the option of requesting that a Phase 1B Intensive Archaeological Investigation be completed for Polygon 8 (approximately 3.95 acres). Polygon 8 is located southwest of Polygon 7 (see attached **Figure 9.2**). It measures 200m (656 ft) north-south by 80m (262 ft) east-west. In 2003, it was classified by IAC as a "High Unverified" archaeologically sensitive area, based on its similarities in landform type and

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elevation to Polygon 1 (see attached **Figure 9.1**), where 27-MR-146 was discovered. Polygon 8 is located on a prominent terrace overlooking wetlands to the east and is separated from other polygons by two unnamed streams to the north and south. The western portion of the area is dominated by a slightly higher landform which offers an excellent vantage of the surrounding area. A limited number of test holes were excavated by Victoria Bunker, Inc. in 1994, but they revealed sandy soil profiles. Subsurface testing followed an old logging road, and some timbering related disturbances were also documented at that time. Due to its sensitivity for Native American archaeological resources, it is estimated that based on a testing strategy recommended by IAC using 4m transect intervals, a minimum of 150 STPs along at least two transects that follow all edges of the landform will be needed in Polygon 8 (IAC, LLC, 2003).

1.2 NATIVE AMERICAN HISTORICAL CONTEXT

A detailed Native American cultural context is provided in the Phase 1B Archaeological Planning Level Survey, dated September 15, 2015 prepared by Robert G. Goodby, Ph.D. of Monadnock Archaeological Consulting, Inc. (see **Reference 4** in **Section 1.1** above).

During that survey, a Native American site, **27-MR-421**, was discovered and recorded. This site is situated on a relatively undisturbed outwash terrace adjacent to a small drainage and has well-defined boundaries which demarcate a zone of high archaeological sensitivity. Within Polygon 6, 80 sherds of Native American ceramics, representing a minimum of five vessels dating to the late Pre-Contact and/or Contact periods were recovered from 12 STPs approximately 60 by 25 meters in area along the drainage separating Polygon 6 and Polygon 7. No cultural items covered under the Native American Graves Protection and Repatriation Act (NAGPRA) were discovered during this entire survey (Monadnock Archaeological Consulting, LLC).

The vicinity of the New Hampshire State Veteran's Cemetery has long been known for its archaeological resources. Handwritten notes on the NHDHR site maps indicate that fluted points from the Paleoindian period were recovered here in 1915, and that early archaeologist Warren Moorehead had recovered artifacts from along the banks of the Merrimack River in what would become the Merrimack State Forest. Archaeological investigations at the New Hampshire State Veterans Cemetery began in 1994, when a Phase IB survey was undertaken by Victoria Bunker, Inc. (Bunker 1994) and Independent Archaeological Consulting, LLC (Wheeler et al. 2003). These surveys resulted in the discovery of three sites, Merrimack Forest Site #1 (**27-MR-128**), Merrimack Forest Site #2 (**27-MR-129**), and Merrimack Forest Site #3 (**27-MR-146**). Merrimack Forest Sites #2 and #3, located on the upper terrace approximately 1300 feet west of the Merrimack River and 2000 and 2500 feet south of Polygon 6, contained stone tools and debitage diagnostic of the Paleoindian period.

The Merrimack Forest Site #1 (**27-MR-128**) was located directly south of, and on the same landform as, the portion of Polygon 6 tested during this study, and produced a broad, low-density scatter of hornfels flakes and fire-altered rock confined almost entirely to the plowzone stratum. No diagnostic artifacts were recovered from this site (Bunker 1994).

1.3 CONFIDENTIALITY

Per NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept.

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confidential in compliance with NH RSA 227-C:11.

1.4 PROPERTY DESCRIPTION AND SOILS

a. **Property Description:** The New Hampshire State Veterans Cemetery (Tax Map 79, Parcel 79) is located along U.S. Route 3 at 110 Daniel Webster Highway is approximately 104 acres and is depicted on the enclosed Figure entitled "Town of Boscawen, NH - Tax Map 79". Polygon 7 is bounded on the west by the by the Daniel Webster Highway (US Route 3) and on the south and southwest by deeply incised seasonal drainages. Polygon 8 is located on a prominent terrace overlooking wetlands to the east and is separated from other polygons by two unnamed streams to the north and south. The western portion is dominated by a slightly higher landform with an excellent vantage of the surrounding area.

b. **Soils Description:** The National Resources Conservation Service (NRCS) Web Soil Survey report identifies and characterize six (6) different soil types across the New Hampshire State Veterans Cemetery property (soil map, map legend and map unit legend are available) (USDA-NRCS, 2020). Underlying soils in Polygon 7 predominantly consist of 35-A, Champlain Loamy Fine Sand (0-3% slope), a somewhat excessively drained outwash soil laid down during the formation of glacial lakes at the end of the Pleistocene era, approximately 15,000-13,000 years before present (B.P.). This soil type is classified in soil survey data as farmland of local importance. Within the troughs formed by the drainages within Polygon 7, underlying soils are classified as 214A, Naumberg Loamy Sand (0-5% slope), a poorly drained outwash soil, classified as not prime farmland; and a minor percentage of 443C, Chichester sandy loam, 8 to 15 percent slopes, very stony; classified as farmland of local importance. Underlying soils in Polygon 8 predominantly consist of 35-A, Champlain Loamy Fine Sand (0-3% slope), with a very minor percentage of 214A, Naumberg Loamy Sand (0-5% slope).

1.5 ARCHEOLOGICAL SURVEY STANDARDS

The above-referenced archaeological survey services are authorized under Section 110 and 106 of the National Historic Preservation Act (P.L.89-665), as amended, and RSA 227-C: 6, 7 and 9.

Work shall be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1993), hereafter referenced as Standards. These standards are supplemented by the NHDHR Archaeological Standards and Guidelines (most current version).

All work shall be performed under the supervision of an archaeologist meeting the minimum federal standards (as set forth in 36 CFR Part 61), who shall be responsible for the quality of work. Unless already pre-approved by the NHDHR, appropriate documentation must be submitted for the supervisory archaeologist for NHDHR consideration and approval.

Any artifacts discovered as a result of the SOW referenced herein are the property of the DMAVS; and their associated documentation, for curation by the NHDHR, shall be in keeping with the intent of 36 CFR Part 79 and in accordance with RSA 227-C:8. Curation of all artifacts recovered shall meet NHDHR Curation requirements contained in "*NH Division of Historical Resources Archaeological Curation Guidelines*", dated January 2020 located at:
https://www.nh.gov/nhdhr/review/documents/2020_nhdhr_curation_guidelines.pdf

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Contact the State Archaeologist for further guidance. The NH State Veterans Cemetery Director will also notify the Tribal Historic Preservation Officer (THPO) for the Penobscot Indian Nation and the Aroostook Band of Micmacs if any Native American cultural materials are encountered during the fieldwork.

The results of this work will assist the DMAVS in partially fulfilling its obligation under Section 110 of the National Historic Preservation Act and will enhance the DMAVS's ability to respond to future Section 106 obligations. The report will also serve as a reference document to guide future professional studies and management decisions, and it will be available through the NHDHR for appropriate scholarly purposes.

All archaeological survey reports submitted to MAVS shall meet NHDHR Archaeology Report requirements contained in "*NH Division of Historical Resources Archaeological Standards and Guidelines*", dated March 2018, located at: https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf

1.6 GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DEVELOPMENT

The DMAVS requires development of GIS data to support archaeological surveys using ARCGIS. All GIS data developed shall be delivered with the following specifications:

Format(s) – ESRI ARCGIS Personal Geodatabase, or ESRI ARCGIS Shapefile
Projection – NH State Plane Feet 2800
Datum – NAD 83
Create Metadata that is Federal Geographic Data Committee (FGDC) compliant
Spatial accuracy requirements: Minimum of 1.0m accuracy is required

1.7 PERIOD OF PERFORMANCE

The period of performance will be from the date of the Notice To Proceed through 12/31/2021.

1.8 DMAVS PRIMARY CONTACT

The DMAVS Primary Contact will be:
Mr. Shawn P. Buck, Director – NH State Veterans Cemetery.

New Hampshire State Veterans Cemetery
ATTN: (Mr. Shawn P. Buck, Director)
110 Daniel Webster Highway
Boscawen, NH 03303-2413
(603) 796-2026, extension 100
sbuck@nhsvc.com

1.9 DELIVERABLES

The Contractor is will be fully responsible for the following Deliverables for this Scope of Services for a Phase 1B Intensive Archaeological Investigation of the unsurveyed portion of Polygon 7, as referenced in the APE delineated in **Figure 9.2** and the entirety of Polygon 8.
(1) Proposed Investigational Plan (See **Task 1**), (2) Field Work (See **Task 2**), (3) Draft Report (See **Task 3**), (4) Draft GIS Data (See **Task 4**),(5) Final Report (See **Task 5**), (6) Final GIS Data (See **Task 6**), (7) Inventory Forms and Artifact Curation (See **Task 7**).

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2.0 PROJECT TASKS – Phase 1B Intensive Archaeological Investigation

Task 1: Proposed Investigational Plan – Phase 1B Archaeological Survey for unsurveyed portion of Polygon 7, and Polygon 8

Before commencing any field work, the Contractor will prepare a concise Investigational Plan for the Phase 1B Intensive Archaeological Investigation as referenced above, to include:
a. the proposed strategy and field methodologies to be employed,
b. a figure illustrating the areas within the property that will be examined during the survey,
c. a short description of the proposed strategy for subsurface testing,
d. a figure depicting the general proposed locations for transects and STPs, test excavations or sampling points, and
e. a brief description of how unanticipated conditions (such as buried A horizon or refusal) will be handled by the project archaeologist in the field.

For Polygon 7, it is estimated that at least 2 transects, with a minimum of 30 STPs will be required, using a testing strategy recommended by IAC based on 4-m transect intervals. For Polygon 8, it is estimated that 2 transects with a minimum of 150 STPs will be required, using a testing strategy recommended by IAC based on 4-m transect intervals.

The proposed Investigational Plan will be provided to the DMAVS Primary Contact within one (1) week of the issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation of the unsurveyed portion of Polygon 7, as referenced in the APE delineated in **Figure 9.2** and the entirety of Polygon 8. The DMAVS will review and approve the investigational plan within five (5) business days of receipt, or request that revisions be made by the Contractor prior to conducting any field work. The DMAVS may consult with the NHDHR in reviewing the proposed Investigational Plan.

Task 2 – Field Work - Phase 1B Archaeological Survey - Polygon 7 and Polygon 8

All field work for the Phase 1B intensive archaeological investigation survey must conform to the NHDHR Archaeological Survey Standards. In addition, the field work shall specifically determine if any Archaeological Sites are present and if the surveyed areas can be cleared for construction, and other disturbance. Field Work shall include:

(a) Walk-over survey to visually assess environmental characteristics, surface indications of archaeological site presence, and degrees and patterns of prior disturbance; and to determine the location of subsurface testing.
(b) use of sub-surface testing methods, such as selectively placed STPs, to provide confirmation of visual observations and assumptions about areas and degrees of disturbance; and,
(c) Sufficient sub-surface testing effort to investigate and identify the presence of archaeological resources within the high sensitivity and moderate sensitivity areas.
(d) Collection of GPS coordinates for every STP with a handheld GPS device.

<u>Collection of Artifacts:</u> Each artifact collected in the field shall be recorded to include: a brief description, a digital photograph, a measurement, and a weight. A count shall also be recorded by artifact type (ex. Nails, brick, etc).

All approved field work shall be completed within one (1) month of issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation.

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Task 3: Prepare Draft Report - Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor shall prepare a Draft Report (including an Executive Summary) describing the site, the number of acres that were archaeologically surveyed, a description of all work performed, the results, comments and observations, and recommendations.
The report shall include as a minimum:

(a) Abstract (a one page Project Summary) which includes the Project Name, Type of survey, Client name, Sponsor Agency, Location, Project Area size (in acres), Expected impacts from associated construction and/or training project, dates of field work, any archaeological sites discovered and/or registered with NHDHR for this survey, findings and recommendations, number of pages, number of maps, and number of figures included in the report

(b) Introduction
- sponsor and contract number
- a figure depicting the existing conditions and existing archaeological sensitivity for the site
- purpose of research
- scope of study
- delineation of study boundaries
- statement concerning the nature of the study
- disposition of notes and artifacts

(c) Methodology
- description of information sources utilized
- field methods employed
- methods of analysis and interpretation

(d) Results
- reference to previous background research and site history
- detailed results of Walk-over Survey constraints (e.g. poor ground visibility)
  - observations of micro-environmental variables
  - surface indications of presence of archaeological resources or sites
  - observations/assumptions of disturbance
- detailed results of sub-surface testing constraints
  - sampling strategy and methods (number, types and distribution of tests)
  - analysis of soil profiles and cultural content
- digital photographs of STPs, artifacts and field work
- a table which lists each STP, the associated Lat/Long and the result (Positive/Negative)
- description and ARC GIS generated figure of archaeologically sensitive areas (if any are encountered)
- description and ARC GIS generated figure of any archaeological sites identified during survey
- the volume of artifacts collected (in cubic feet) and the records associated with the collection (in linear feet) that are associated with the artifacts requiring curation,
- a table of artifacts collected in the field; including a brief description of each, with a digital photograph, a measurement and a weight. A count shall also be recorded by artifact type (ex. Nails, brick, etc.). All artifacts

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selected for final curation shall only be 1-2 of the best representative samples of each artifact type.

- the number of Native American Graves and Repatriation Act (NAGPRA) cultural items discovered during the survey, including the number of:
  - Section 5 funerary objects,
  - Section 6 unassociated funerary objects,
  - sacred objects,
  - objects of cultural patrimony,
  - non-skeletal cultural items, and
  - clusters of bones
- ARC GIS generated figures for each archaeological site depicting any "Test Areas", STP locations, and areas remaining archaeologically sensitive (if applicable) on the most currently available aerial image of the NH State Veterans Cemetery property (see **2020 Google aerial imagery** and **NHARNG 2018 aerial imagery** attached).

(e) Recommendations:
- additional survey work /no additional survey work
- management (e.g. specific restrictions on future activities)

(f) Summary and Conclusions

(g) Bibliography
- include list of personal contacts with addresses, affiliation, and other pertinent information

The report format specifications are as follows:

(a) Typed single spaced on 8½ x 11-inch good quality bond paper with top and lateral margins of 1 inch and 1½ bottom margin.

(b) A title page with title and number of the contract, the contracting party, the principal investigator's name, and date.

(c) All references cited and/or used shall be listed in American Antiquity format.

(d) All Tables, Figures, Maps, photographs, and other graphic presentations shall be 8½ x 11 whenever practicable, easily reproducible by standard photocopying equipment, and in the body of the explanatory text, except for oversized maps and confidential materials that may be incorporated into a Confidential Appendix at the end of the report.

(e) All Tables and charts shall have a number, title, explanatory notes and a source note.

(f) All other graphic presentations (maps, profiles, diagrams, etc.) shall be referred to as "Figures".

(g) Figures shall be consistently uniform in design and have a title block with title and number, project name, location information, visible north arrow, scale, and key as appropriate. All Figures in the report shall be prepared utilizing ARCGIS software containing the GIS data developed as part of the GPS survey and GIS Data development referenced and included in **1.6** (GIS Data Development), **Task 2** (Field Work) and **Task 3** (Prepare a Draft Report).

h) All archaeological survey reports submitted to the DMAVS shall meet NHDHR Archaeology Report requirements contained in "*New Hampshire Division of Historical Resources Standards and Guidelines for Archaeological Investigations in New Hampshire*", dated March 2018, located at:
https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf

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The Contractor will deliver two (2) hard copies of the Draft Report and 1 electronic (Adobe 9.0 Professional .pdf on CD-ROM) to the DMAVS Primary Contact within one month of completion of **Task 2, Field Work**. The DMAVS will take up to fifteen (15) business days to review and comment on the Draft Report.

Task 4: Draft GIS Data - Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor shall submit all draft GIS data to the DMAVS Primary Contact for review. GIS data will include all the requirements specified in **Section 1.6** of the Services, and the specifics provided below. GIS Data will include:

a) Point Shapefile or Feature Class of all STPs at a minimum of 1 meter accuracy
b) Polygon Shapefile or Feature Class of remaining archaeological sensitive areas.

c) For each STP, the following information will be provided:
1) Site Name
2) Test Area
3) STP #
4) Lat/ Long of STP
5) Results (Positive/ Negative).

d) For each archaeological sensitive area, the following information will be provided:
1) Site Name
2) Test Area
3) Sensitivity (e.g. High, moderate)

The Draft GIS data for **Task 4** are to be delivered to the DMAVS Primary Contact within one month of completion of **Task 2, Field Work**. The DMAVS Primary Contact will take up to fifteen (15) days to review and comment on the Draft GIS Data.

Task 5: Prepare Final Report - Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor will prepare a Final Report including all of the elements referenced in the Draft Report (**Task 3**) and incorporating comments provided by the DMAVS Primary Contact, an artifact catalog and recommendations for further study. All archaeological survey reports submitted to the DMAVS shall meet the NHDHR Archaeology Report requirements contained in "*New Hampshire Division of Historical Resources Standards and Guidelines for Archaeological Investigations in New Hampshire*", dated March 2018, located at:
https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf

The Contractor will deliver four (4) spiral-bound hard copies of the Final Report with a translucent protective cover sheet and one (1) electronic copy (Adobe 9.0 Professional .pdf on CD-ROM) to the DMAVS Primary Contact within 30 days after receipt of the MAVS's written comments on the **Task 3** deliverable. The DMAVS Primary Contact will take up to 15 business days to review and comment on the Final Report.

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TASK 6: Final GIS Data – Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor will submit final GIS data as specified in **Task 4** to the DMAVS Primary Contact for review. GIS data will include all the requirements specified in Section **1.6** of the Services and **Task 4**, and will incorporate the comments provided by the DMAVS Primary Contact. Final GIS Data will include:

a) Point Shapefile or Feature Class of all STPs at a minimum of 1 meter accuracy
b) Polygon Shapefile or Feature Class of remaining archaeological sensitive areas.

c) For each STP, the following information will be provided:
1) Site Name
2) Test Area
3) STP #
4) Lat/ Long of STP
5) Results (Positive/ Negative)

d) For each archaeological sensitive area, the following information will be provided:
1) Site Name
2) Test Area
3) Sensitivity (e.g. High, moderate)

The Final GIS data for **Task 6** are to be delivered to the DMAVS Primary Contact within 30 days after receipt of the DMAVS's written comments on the **Task 4** deliverable. The DMAVS Primary Contact will take up to fifteen (15) business days to review and comment on the Final GIS Data.

Task 7: Inventory Forms and Artifact Curation – Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

All newly-discovered archaeological sites to be registered with NHDHR must be documented on current NHDHR inventory forms. All previously identified archaeological sites for which there are new data should have revised and updated forms prepared. All forms are to be submitted separate from the survey report. For inventory forms and site numbers, contact the NH State Archaeologist.

Curation of all artifacts recovered shall meet the NHDHR Curation requirements contained in "*NH Division of Historical Resources Archaeological Curation Guidelines*", dated January 2020 located at:
https://www.nh.gov/nhdhr/review/documents/2020_nhdhr_curation_guidelines.pdf

Each artifact collected in the field shall be recorded, digitally photographed, measured and weighed. A count shall also be recorded by artifact type (ex. Nails, brick, etc). All of this data shall be included in the Draft Report (**Task 3**) and Final Report (**Task 5**). All artifacts selected for final curation shall only be 1-2 of the best representative samples of each artifact type (in order to reduce the amount of storage space required at the NHDHR curation facility).

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All artifacts and accompanying documentation must be properly formatted to meet NH DHR requirements and will be delivered to the NHDHR's curation facility at the same time as the Final Report. The Contractor will contact the NH State Archaeologist to arrange for delivery. NHDHR Inventory Forms (for newly discovered archaeological sites) and artifacts are to be delivered to the NHDHR within four (4) months of issuance of the Notice to Proceed.

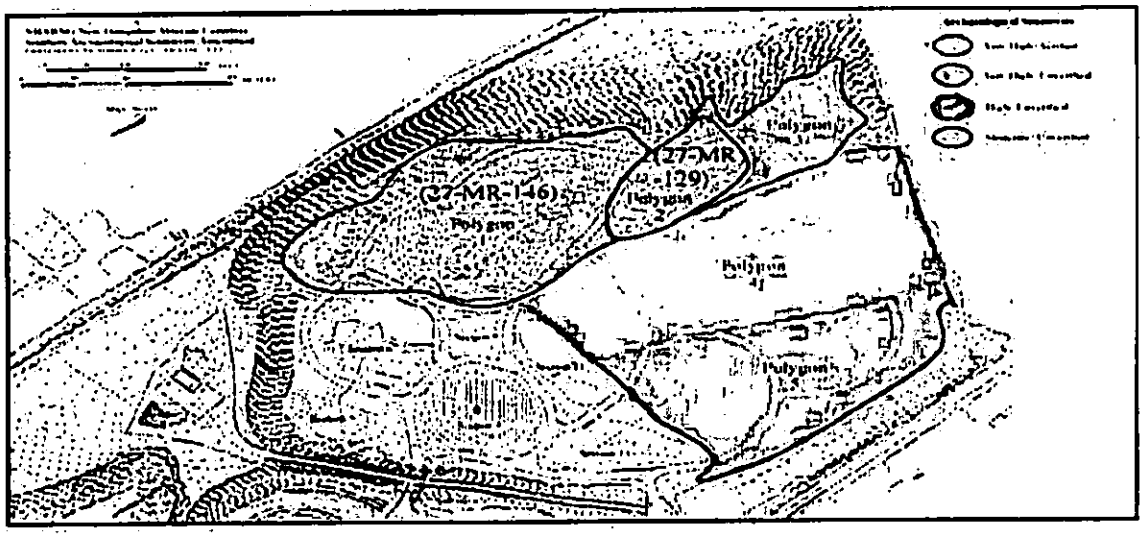

Figure 9.1. Polygons Depicting Archaeologically Sensitive Areas within the Southern Portion of the New Hampshire Veterans Cemetery.

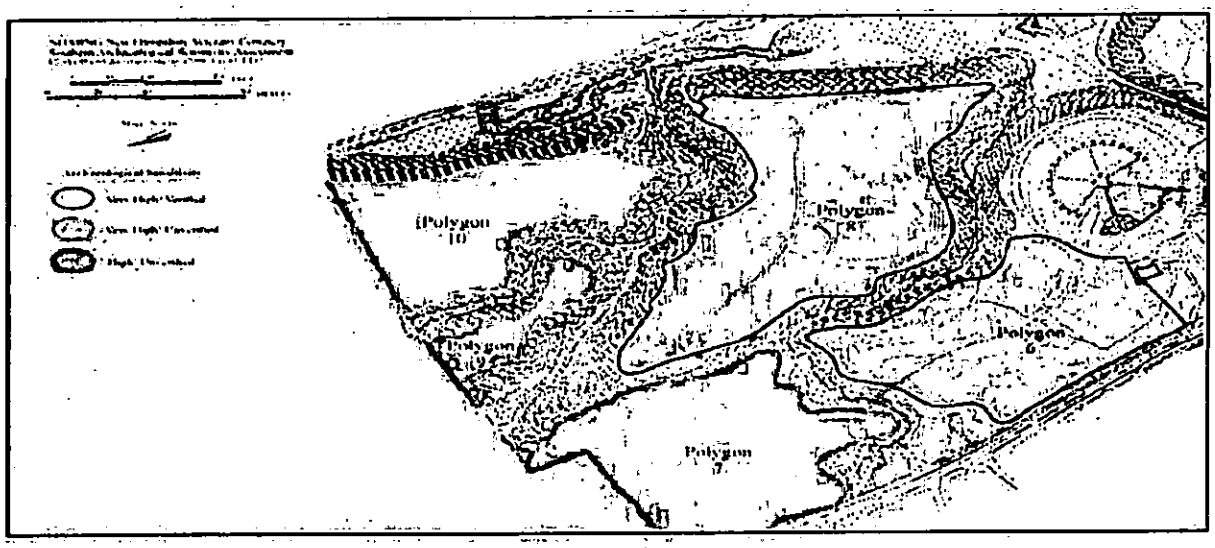

Figure 9.2. Polygons Depicting Archaeologically Sensitive Areas within the Northern Portion of the New Hampshire Veterans Cemetery.

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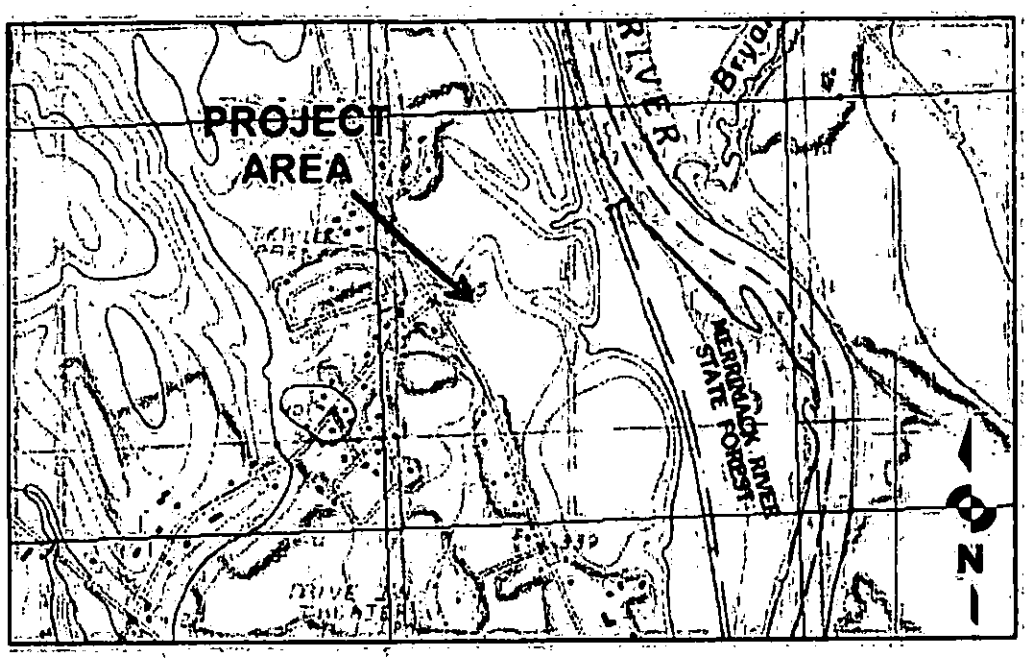
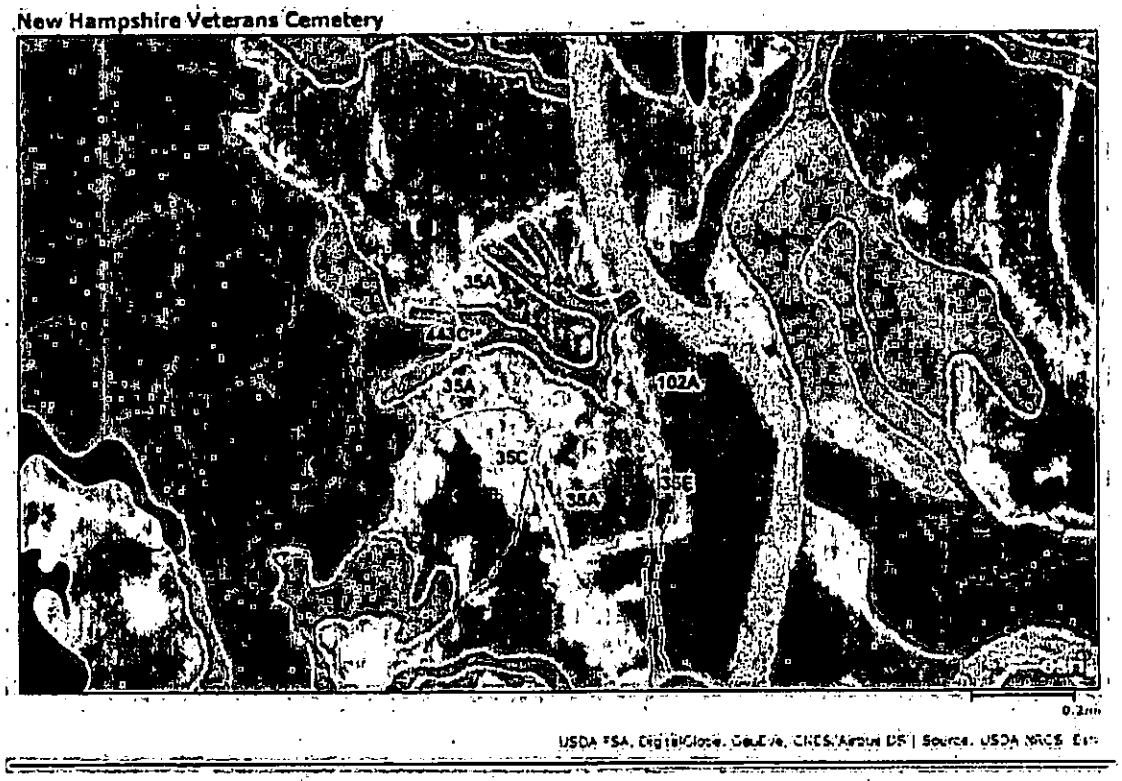


Figure 1: Project Area on USGS Webster Quadrangle (1:24,000)



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Soil Map—Merrimack and Belknap Counties, New Hampshire
(NH State Veterans Cemetery)

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Stony Spot

- Spoil Area
- Spot Elevation
- Spring
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Merrimack and Belknap Counties, New Hampshire
Survey Area Data: Version 24, Sep 18, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

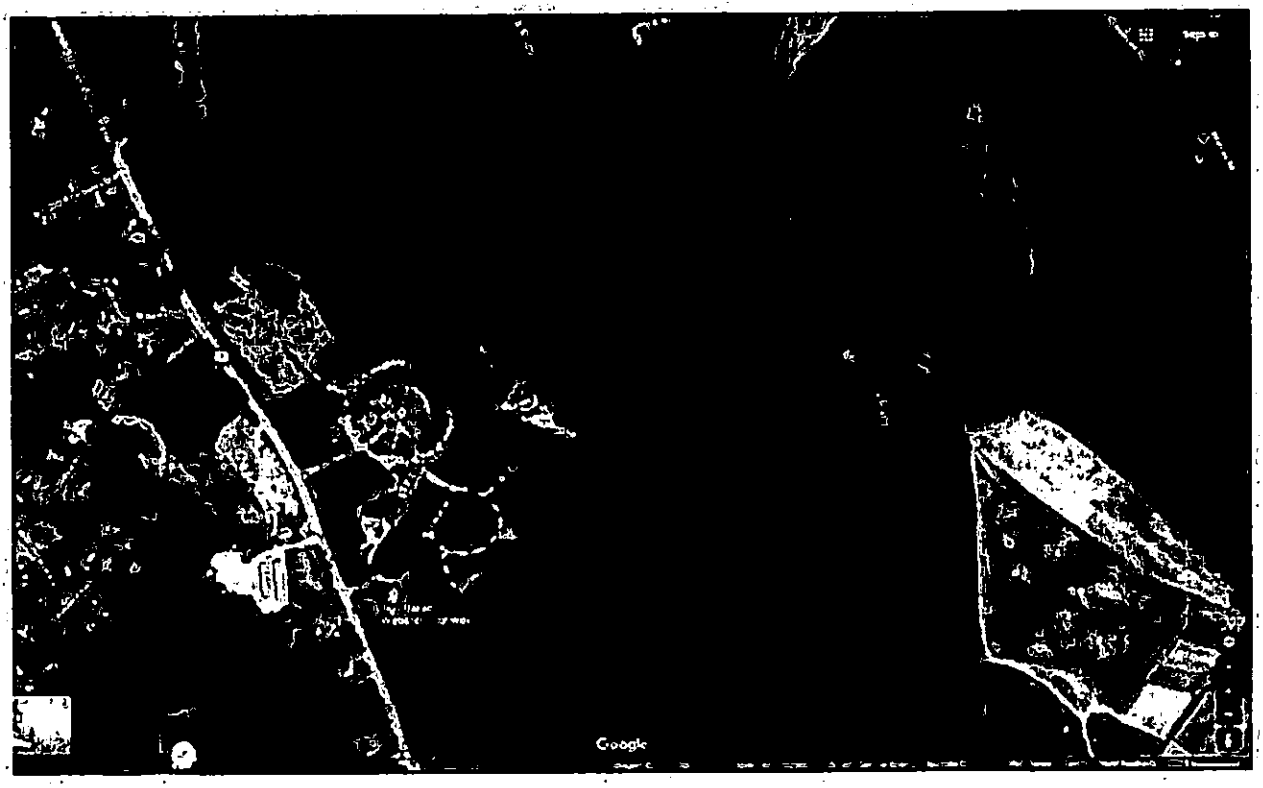
Date(s) aerial images were photographed: Aug 29, 2015—Aug 29, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Initial: RWB
Date: 5/13/2024

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
35A	Champlain loamy fine sand, 0 to 3 percent slopes	69.4	67.2%
35C	Champlain loamy fine sand, 8 to 15 percent slopes	2.1	2.0%
35E	Champlain loamy fine sand, 15 to 60 percent slopes	3.6	3.5%
102A	Sunday loamy fine sand, 0 to 3 percent slopes, occasionally flooded	10.1	9.7%
214A	Naumburg loamy sand, 0 to 5 percent slopes	17.5	16.9%
443C	Chichester sandy loam, 8 to 15 percent slopes, very stony	0.6	0.5%
Totals for Area of Interest		**103.2**	**100.0%**



Initial: RWB
Date: 5/13/2024

NH VETERANS CEMETERY

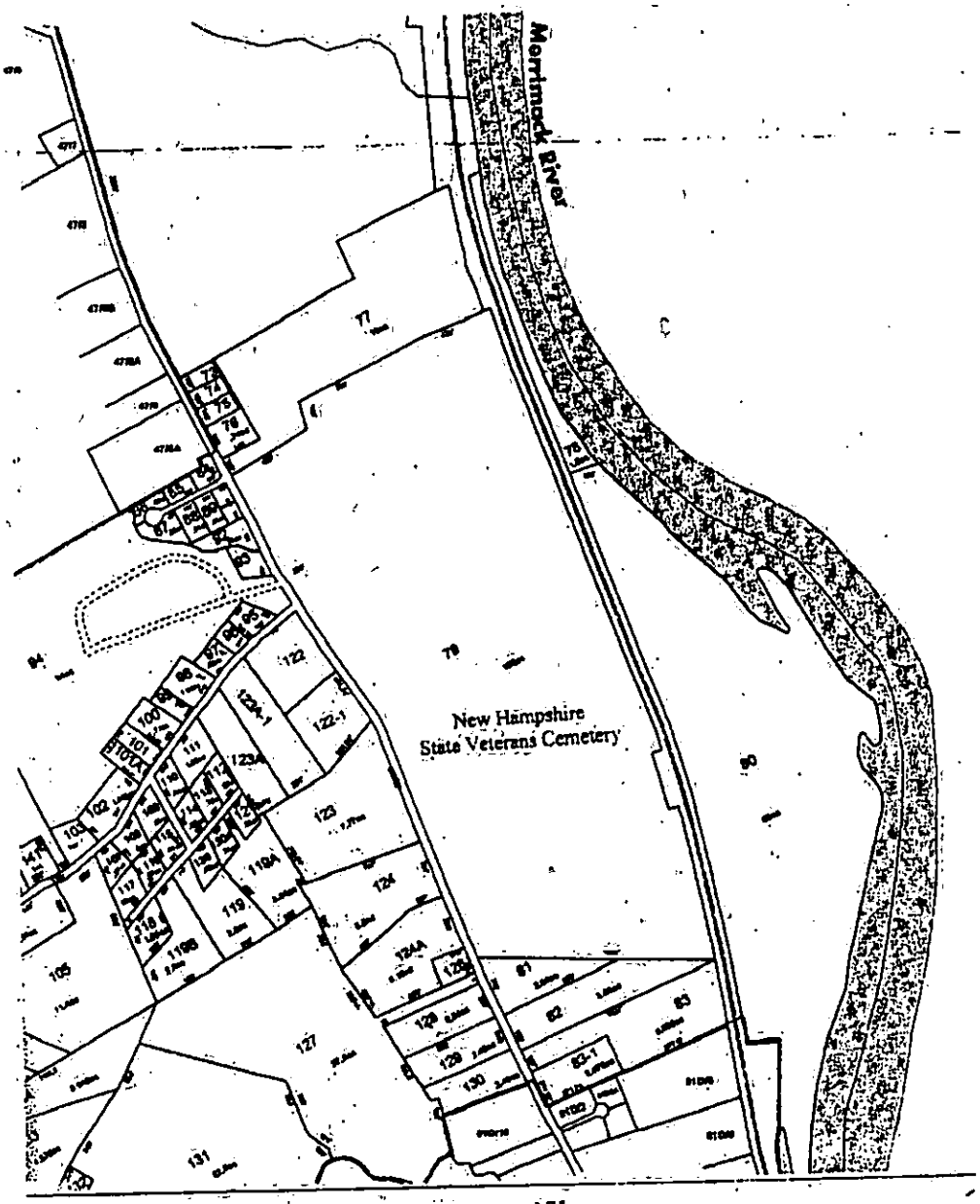
1:8,100 scale, NAD 1983 State Plane New Hampshire FIPS 2800 feet

Legend

Installation Boundary

Data Source: NHARNG

Initial: RWB
Date: 5/8/2021



Town of Boscawen, NH
Tax Map 79

Initial: RWB
Date: 5/3/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

P37 AGREEMENT

EXHIBIT C:
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Phase IB Intensive Archaeological Investigation (Polygon 7 and Polygon 8) – NH State Veteran's Cemetery, Boscawen, New Hampshire

The Contract Price

The Department of Military Affairs and Veterans Services will pay the contractor a maximum total of $22,774.00 this amount shall not be exceeded without issuance of an amendment to this agreement and formal approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoice will be submitted by the Contractor to:

Attn: Shawn Buck, Director
NH Veterans Cemetery
110 Daniel Webster Highway
Boscawen, NH 03303-2413

Terms of Payment

The Department of Military Affairs and Veterans Services will pay the contractor one lump sum payment of $22,774.00 after all tasks are accepted as complete by the Cemetery Director.

Initials: RNB
Date: 5/3/2021

Certificate of Authority

Corporate Bylaws

I, Gemma Hudgell, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Northeast Arrhythmia Research Center, Inc. I hereby certify the following is a true copy
(Name of Corporation)
of the current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations President
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized:

Robert M. Barbone
(list individuals holding positions authorized)

I further certify that it is understood that the New Hampshire Department of Military Affairs and Veterans Services will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: 5/3/2021 ATTEST: Gemma Hudgell, Vice President
(Name & Title)

State of New Hampshire

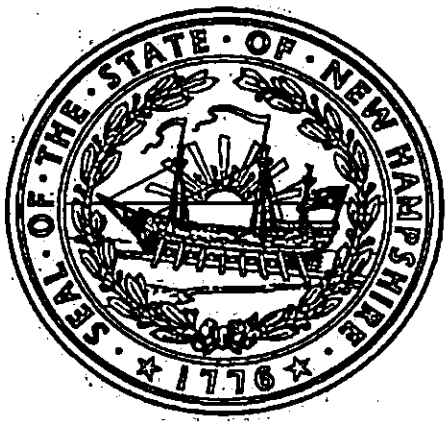
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on April 20, 2009. 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: **612487**

Certificate Number: **0005361388**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2021.

William M. Gardner
Secretary of State

NORTARC-01 DBATES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2021

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).

PRODUCER
United Insurance - Farmington
166 Main Street
Farmington, ME 04938

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 778-5282 FAX (A/C, No): (207) 778-9453
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B : Maine Employers Mutual Insurance Co	11149
INSURER C : Hanover Ins Co	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northeast Archaeology Research Center
382 Fairbanks Road
Farmington, ME 04938

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ADV5335791-13	2/25/2021	2/25/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAA5335796-13	2/25/2021	2/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1810090603	2/26/2021	2/26/2022	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Prof. Liability			LHPA249991	3/23/2021	3/23/2022	Prof. Liability	1,000,000

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

CERTIFICATE HOLDER

Department of Military Affairs & Veterans Services
4 Pembroke Rd.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Godin, Ryan

From: DAS: PRCHWEB
Sent: Tuesday, March 30, 2021 7:49 AM
To: Godin, Ryan
Subject: RE: Can you please Post RFP.
Attachments: RFP DMAVS 2021-02.pdf

Your RF(X) request has been posted to our website.
https://das.nh.gov/purchasing/bidscontracts/bids.aspx

Please contact us with any amendments or any changes to this posting.

Corrine E Tatro

Corrine E Tatro, Purchasing Assistant
State of NH, Dept of Administrative Services
Bureau of Purchase and Property
State House Annex RM 102
25 Capitol Street, Concord, NH 03301
PH: 603-271-4308
Fax: 603-271-2700
Prch.web@das.nh.gov

From: Godin, Ryan <Ryan.M.Godin@DMAVS.nh.gov>
Sent: Monday, March 29, 2021 11:49 AM
To: DAS: PRCHWEB <PRCH.WEB@das.nh.gov>
Subject: Can you please Post RFP.

Greetings Purchasing,

I hope you had a great weekend! Can you please post this RFP and attachement#1 prior to end of day on Wednesday (3/31/21). This proposals closes on 4/21/21 at 10:00AM. I'm trying to give your section more time for posting these items to avoid same day posting. Do you have a preferred method on this regarding items getting posted.

Thanks for your help!

Ryan Godin
Procurement Technician
Department of Military Affairs and Veterans Services
4 Pembroke Road, BLDG C.
Concord, NH 03301
Phone: (603) 227-5094
E-mail: ryan.m.godin@dmavs.nh.gov

https://apps.das.nh.gov/bidscontracts/

Search...

le Bids and Proposa... X

View Favorites Tools Help

Department of Administrative Services

Procurement and Support Services Statewide Bids and Proposals

Department of Administrative Services Procurement and Support Services Statewide

View Contracts

BIDS are currently available for Download via PDF format and Require Adobe Acrobat Reader 5.0 or higher; go to the NH Laser Portable Document Format (PDF) Reader page for assistance in obtaining the Adobe Acrobat Free Reader.

Click the Bid # to view the bid details.

Click the contact name to email the contact.

Bid Results are currently available for Download when they have been awarded.

Please click the "Awarded Bid" link under the "Status/Bid Results" column to view the bid results.

Submit/View A Bid

Search by Bid#:

You may use or combination of these search options to search for contracts by:

Bid description contains:

Status/Bid Results: Open

Closing Between: Start: End:

Contact: All

Commodity Category contains:

Search | Clear Fields

* Indicates a NH Economic Stimulus Project

Export to Excel

Bids are sorted by posted date most current to least current. Click column heading links to change the sort order.

Description	Bid #	Attachments	Addendum	Closing Date	Closing Time	Status/Bid Results	Contact	Commodity Category
Loader Skidsteer Tracked & Wheeled	Bid 155-21	Attachment 1 Attachment 2	Addendum 1	4/19/2021	12:00AM	Open	Davis, Loretta	ROAD AND HIGHWAY Equip: EARTH HANDLING, GRADING, MOVING, PACKING, Etc
RFP Maintenance for Kittle Fire Aircraft Trainer	RFP DOS 2021-01			4/20/2021	2:00PM	Open	Closson, Heather	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
Wheel Loaders 4WD	Bid 169-21			4/20/2021	10:00AM	Open	Defer, Donald	ROAD AND HIGHWAY Equip: EARTH HANDLING, GRADING, MOVING, PACKING, Etc
RFP Telephone Interpretation Services	RFP BHES 2021-03		Addendum 1 Addendum 2	4/21/2021	4:00PM	Open	Beech, Jill	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)
Door Maintenance & Repair Services	RFB TPK 2021-01			4/21/2021	2:00PM	Open	Blacker, Margaret	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
Septic and Floor Drain Line Services	RFB TPK 2021-02			4/21/2021	2:00PM	Open	Blacker, Margaret	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
RFP Phase IB Intensive Archaeological Surveys	RFP DAHVS 2021-10	Attachment 1	Addendum 1 Addendum 2	4/21/2021	12:00AM	Open	Godin, Ryan	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)

SAM.GOV

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. Learn more.

ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit SBA to stay informed.

ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact.

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/15/2021 from 8:00 AM to 1:00 PM.

ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit SBA.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC.
DUNS: 829282669 CAGE Code: 5AM59
Status: Active
Expiration Date: 11/25/2021
Purpose of Registration: All Awards

382 Fairbanks Rd
Farmington, ME, 04938-5762,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC.
Business Type: Business or Organization
Last Updated By: Robert Bartone
Registration Status: Active
Activation Date: 05/29/2020
Expiration Date: 11/25/2021

No Debarment

Exclusion Summary

[redacted]

GSA

IBM-P-20210314-0806
WWW3

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
PHASE IB INTENSIVE ARCHAEOLOGICAL SURVEYS

FOR STATE OF NEW HAMPSHIRE VETERANS CEMETERY
LOCATED: BOSCAWEN, NH

RFP DMAVS 2021-02

Section 1 – Overview and Schedule

A. Executive Summary

This Request for Proposal (RFP) issued by The Department of Military Affairs and Veterans Services (DMAVS) is for the Phase 1B Intensive Archaeological Surveys at the State of New Hampshire Veterans Cemetery, 110 Daniel Webster Highway, Boscawen, NH. The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform a Phase IB Intensive Archaeological Survey.

The performance period for the Phase IB Intensive Archaeological Survey contract shall be from the date of the Notice to Proceed through December 31, 2021 subject to G&C approval.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Vendors (Advertisement)	03/31/2021	4:00 PM
Vendor Inquiry Period Ends	04/07/2021	10:00 AM
Final Agency Responses to Vendor Inquiries	04/14/2021	10:00 AM
Vendors Submit Proposals	04/21/2021	10:00 AM
Public Opening of Submissions	04/21/2021	10:15 AM
Estimate Timeframe of Vendor Oral Presentations and Interviews (if applicable)		TBD
Estimate Notification of Selection and Begin Contract Negotiations		TBD

Section 2 - Description of Agency/Program Issuing the Request for Proposals

Conduct an intensive archaeological survey of Polygons 7 & 8 at the NH State Veterans Cemetery in Boscawen, NH. The project will consist of:

1. Proposed Investigational Plan (See **Task 1**)
2. Field Work (See **Task 2**)
3. Draft Report (See **Task 3**)
4. Draft GIS Data (See **Task 4**)
5. Final Report (See **Task 5**)
6. Final GIS Data (See **Task 6**)
7. Inventory Forms and Artifact Curation (See **Task 7**).

Section 3 – Proposed Scope of Work

1.0 GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform a Phase IB Intensive Archaeological Survey as specified below.

1.1 BACKGROUND AND GOAL

The New Hampshire State Veterans Cemetery (the former Merrimack State Forest), 110 Daniel Webster Highway in Boscawen, New Hampshire, owned by the NH Department of Military Affairs and Veterans Services (DMAVS) was established in 1997 and is composed of 104 acres of land. Presently, there is a need to prepare several undeveloped sections of the cemetery for future columbarium and interment space; specifically, to construct within Polygon 7 and Polygon 8 (see attached **Figure 9.2**, delineating the Area of Potential Effects (APE)).

The goal of the Phase 1B Intensive Archaeological Investigation is to clear the portion of Polygon 7 as referenced in the APE delineated in **Figure 9.2** and the entirety of Polygon 8 for further development of the NH State Veterans Cemetery. This survey will identify the presence or absence of sensitive archaeological resources, documenting the site density and cultural development of the locale or region through data gained from the literature search. At a minimum the Phase 1B will include intensive, systematic field-testing of areas identified as archaeologically sensitive, to include site identification and boundary approximation, field and subsurface investigation with shovel test pits (STPs), and additional research providing more detailed information on the sensitive areas found to include archaeological deposits.

Several previous archaeological surveys have been conducted on the above-referenced

property to date and are on file with the New Hampshire Division of Historical Resources (NHDHR). These surveys are as referenced below:

1) "Summary of Archeological Study, Veterans Cemetery Project, Boscawen, New Hampshire, dated September 29, 1994; prepared by Victoria Bunker, Inc. for Sherman, Greiner and Halle, LTD."

2) Phase 1A Archaeological Survey for the Proposed Veteran's Cemetery Project, Boscawen, New Hampshire, 1994; prepared by Victoria Bunker, Inc. for Sherman, Greiner and Halle, LTD.

3) Archaeological Planning Level Survey, Phase 1B, Project#NH0099003, New Hampshire Veteran's Cemetery, Boscawen (Merrimack County), New Hampshire, Final Report dated May 26, 2003; prepared by Independent Archaeological Consulting, LLC.

4) Phase 1B Archaeological Planning Level Survey, New Hampshire Veteran's Cemetery, Boscawen (Merrimack County), New Hampshire, Final Report dated September 2015; prepared by Robert G. Goodby, Ph.D., Monadnock Archaeological Consulting, LLC.

5) Phase 1B Intensive Archaeological Investigation of the New Hampshire State Veterans Cemetery, Polygons 4 and 5, Boscawen, New Hampshire, Final Report dated December 21, 2018; prepared by Northeast Archaeology Research Center, Inc.

At a minimum, the DMAVS requests a Phase 1B Intensive Archaeological Investigation for the un-surveyed portion (approximately 1.28 acres) of Polygon 7, as referenced in the APE delineated in **Figure 9.2** to identify whether any archaeologically sensitive resources are present. In 2015, 0.3 acres of Polygon 7 was surveyed by Monadnock Archaeological Consulting, LLC (see **Figure 2**). Polygon 7 is in the northwest portion of the Veterans Cemetery (see attached **Figure 9.2**), within a broad outwash plain. The total area within Polygon 7 comprises 1.58 acres and measures 80 m (262 ft) north-south by 80 m (262 ft) east-west. In 2003, it was classified by Independent Archaeological Consulting, LLC (IAC) as a "High Unverified" archaeologically sensitive area, where the presence of archaeological resources has not been confirmed through archaeological testing, along a terrace edge overlooking an unnamed stream (see **Figure 9.2**). In 1994, only two shovel test pits (STPs) were excavated in the southeast corner of Polygon 7 by Victoria Bunker, Inc., and soil profiles exhibited fine to medium sands. Due to its high sensitivity, it is estimated that based on a testing strategy recommended by IAC, using 4m transect intervals, 30 STPs along two transects directly above the drainage will be needed (IAC, LLC, 2003).

During a Phase 1B Archaeological Planning Level Survey conducted by Monadnock Archaeological Consulting, LLC in May and June of 2015 20 STPs were excavated in a portion of Polygon 7 within an area of approximately 0.3 acres in extent (see **Figure 2**), along a broad, level outwash plain on the west side of the Merrimack River, and situated directly north of the seasonal drainage on the north side of Polygon 6. A grid was established using 50M tapes with pin flags placed at 8-meter intervals along transects placed 8-meters apart. Aside from plowing and surficial disturbance from an existing dirt roadway, soil profiles did not reveal evidence of significant historic or modern

disturbance. No artifacts of any kind were recovered from the test pits excavated in Polygon 7.

Additionally, the DMAVS reserves the option of requesting that a Phase 1B Intensive Archaeological Investigation be completed for Polygon 8 (approximately 3.95 acres). Polygon 8 is located southwest of Polygon 7 (see attached **Figure 9.2**). It measures 200m (656 ft) north-south by 80m (262 ft) east-west. In 2003, it was classified by IAC as a "High Unverified" archaeologically sensitive area, based on its similarities in landform type and elevation to Polygon 1 (see attached **Figure 9.1**), where 27-MR-146 was discovered. Polygon 8 is located on a prominent terrace overlooking wetlands to the east and is separated from other polygons by two unnamed streams to the north and south. The western portion of the area is dominated by a slightly higher landform which offers an excellent vantage of the surrounding area. A limited number of test holes were excavated by Victoria Bunker, Inc. in 1994, but they revealed sandy soil profiles. Subsurface testing followed an old logging road, and some timbering related disturbances were also documented at that time. Due to its sensitivity for Native American archaeological resources, it is estimated that based on a testing strategy recommended by IAC using 4m transect intervals, a minimum of 150 STPs along at least two transects that follow all edges of the landform will be needed in Polygon 8 (IAC, LLC, 2003).

1.2 NATIVE AMERICAN HISTORICAL CONTEXT

A detailed Native American cultural context is provided in the Phase 1B Archaeological Planning Level Survey, dated September 15, 2015 prepared by Robert G. Goodby, Ph.D. of Monadnock Archaeological Consulting, Inc. (see **Reference 4** in **Section 1.1** above).

During that survey, a Native American site, **27-MR-421**, was discovered and recorded. This site is situated on a relatively undisturbed outwash terrace adjacent to a small drainage and has well-defined boundaries which demarcate a zone of high archaeological sensitivity. Within Polygon 6, 80 sherds of Native American ceramics, representing a minimum of five vessels dating to the late Pre-Contact and/or Contact periods were recovered from 12 STPs approximately 60 by 25 meters in area along the drainage separating Polygon 6 and Polygon 7. No cultural items covered under the Native American Graves Protection and Repatriation Act (NAGPRA) were discovered during this entire survey (Monadnock Archaeological Consulting, LLC).

The vicinity of the New Hampshire State Veteran's Cemetery has long been known for its archaeological resources. Handwritten notes on the NHDHR site maps indicate that fluted points from the Paleoindian period were recovered here in 1915, and that early archaeologist Warren Moorehead had recovered artifacts from along the banks of the Merrimack River in what would become the Merrimack State Forest. Archaeological investigations at the New Hampshire State Veterans Cemetery began in 1994, when a Phase IB survey was undertaken by Victoria Bunker, Inc. (Bunker 1994) and Independent Archaeological Consulting, LLC (Wheeler et al. 2003). These surveys resulted in the discovery of three sites, Merrimack Forest Site #1 (**27-MR-128**), Merrimack Forest Site #2 (**27-MR-129**), and Merrimack Forest Site #3 (**27-MR-146**). Merrimack Forest Sites #2 and #3, located on the upper terrace approximately 1300 feet west of the Merrimack River and 2000 and 2500 feet south of Polygon 6, contained stone tools and debitage diagnostic

of the Paleoindian period.

The Merrimack Forest Site #1 (**27-MR-128**) was located directly south of, and on the same landform as, the portion of Polygon 6 tested during this study, and produced a broad, low-density scatter of hornfels flakes and fire-altered rock confined almost entirely to the plowzone stratum. No diagnostic artifacts were recovered from this site (Bunker 1994).

1.3 CONFIDENTIALITY

Per NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept confidential in compliance with NH RSA 227-C:11.

1.4 PROPERTY DESCRIPTION AND SOILS

a. **Property Description:** The New Hampshire State Veterans Cemetery (Tax Map 79, Parcel 79) is located along U.S. Route 3 at 110 Daniel Webster Highway is approximately 104 acres and is depicted on the enclosed Figure entitled "Town of Boscawen, NH - Tax Map 79". Polygon 7 is bounded on the west by the by the Daniel Webster Highway (US Route 3) and on the south and southwest by deeply incised seasonal drainages. Polygon-8 is located on a prominent terrace overlooking wetlands to the east and is separated from other polygons by two unnamed streams to the north and south. The western portion is dominated by a slightly higher landform with an excellent vantage of the surrounding area.

b. **Soils Description:** The National Resources Conservation Service (NRCS) Web Soil Survey report identifies and characterize six (6) different soil types across the New Hampshire State Veterans Cemetery property (soil map, map legend and map unit legend are available) (USDA-NRCS, 2020). Underlying soils in Polygon 7 predominantly consist of 35-A, Champlain Loamy Fine Sand (0-3% slope), a somewhat excessively drained outwash soil laid down during the formation of glacial lakes at the end of the Pleistocene era, approximately 15,000-13,000 years before present (B.P.). This soil type is classified in soil survey data as farmland of local importance. Within the troughs formed by the drainages within Polygon 7, underlying soils are classified as 214A, Naumberg Loamy Sand (0-5% slope), a poorly drained outwash soil, classified as not prime farmland; and a minor percentage of 443C, Chichester sandy loam, 8 to 15 percent slopes, very stony; classified as farmland of local importance. Underlying soils in Polygon 8 predominantly consist of 35-A, Champlain Loamy Fine Sand (0-3% slope), with a very minor percentage of 214A, Naumberg Loamy Sand (0-5% slope).

1.5 ARCHEOLOGICAL SURVEY STANDARDS

The above-referenced archaeological survey services are authorized under Section 110 and 106 of the National Historic Preservation Act (P.L.89-665), as amended, and RSA 227-C: 6, 7 and 9.

Work shall be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1993), hereafter referenced as Standards. These standards are supplemented by the NHDHR Archaeological Standards and Guidelines (most current version).

All work shall be performed under the supervision of an archaeologist meeting the minimum federal standards (as set forth in 36 CFR Part 61), who shall be responsible for the quality of work. Unless already pre-approved by the NHDHR, appropriate documentation must be submitted for the supervisory archaeologist for NHDHR consideration and approval.

Any artifacts discovered as a result of the SOW referenced herein are the property of the DMAVS, and their associated documentation, for curation by the NHDHR, shall be in keeping with the intent of 36 CFR Part 79 and in accordance with RSA 227-C:8. Curation of all artifacts recovered shall meet NHDHR Curation requirements contained in "*NH Division of Historical Resources Archaeological Curation Guidelines*", dated January 2020 located at:
https://www.nh.gov/nhdhr/review/documents/2020_nhdhr_curation_guidelines.pdf

Contact the State Archaeologist for further guidance. The NH State Veterans Cemetery Director will also notify the Tribal Historic Preservation Officer (THPO) for the Penobscot Indian Nation and the Aroostook Band of Micmacs if any Native American cultural materials are encountered during the fieldwork.

The results of this work will assist the DMAVS in partially fulfilling its obligation under Section 110 of the National Historic Preservation Act and will enhance the DMAVS's ability to respond to future Section 106 obligations. The report will also serve as a reference document to guide future professional studies and management decisions, and it will be available through the NHDHR for appropriate scholarly purposes.

All archaeological survey reports submitted to DMAVS shall meet NHDHR Archaeology Report requirements contained in "*NH Division of Historical Resources Archaeological Standards and Guidelines*", dated March 2018, located at:
https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf

1.6 GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DEVELOPMENT

The DMAVS requires development of GIS data to support archaeological surveys using ARCGIS. All GIS data developed shall be delivered with the following specifications:

Format(s) – ESRI ARCGIS Personal Geodatabase, or ESRI ARCGIS Shapefile
Projection – NH State Plane Feet 2800
Datum – NAD 83
Create Metadata that is Federal Geographic Data Committee (FGDC) compliant
Spatial accuracy requirements: Minimum of 1.0m accuracy is required

1.7 PERIOD OF PERFORMANCE

The period of performance will be from the date of the Notice To Proceed through 12/31/2021.

1.8 DMAVS PRIMARY CONTACT

The DMAVS Primary Contact will be:
Mr. Shawn P. Buck, Director – NH State Veterans Cemetery.

New Hampshire State Veterans Cemetery
ATTN: (Mr. Shawn P. Buck, Director)
110 Daniel Webster
Highway Boscawen, NH
03303-2413
(603) 796-2026, extension 100
sbuck@nhsvc.com

1.9 DELIVERABLES

The Contractor is will be fully responsible for the following Deliverables for this Scope of Services for a Phase 1B Intensive Archaeological Investigation of the unsurveyed portion of Polygon 7, as referenced in the APE delineated in **Figure 9.2** and the entirety of Polygon 8.
(1) Proposed Investigational Plan (See **Task 1**), (2) Field Work (See **Task 2**), (3) Draft Report (See **Task 3**), (4) Draft GIS Data (See **Task 4**),(5) Final Report (See **Task 5**), (6) Final GIS Data (See **Task 6**), (7) Inventory Forms and Artifact Curation (See **Task 7**).

2.0 PROJECT TASKS – Phase 1B Intensive Archaeological Investigation

Task 1: Proposed Investigational Plan – Phase 1B Archaeological Survey for unsurveyed portion of Polygon 7, and Polygon 8

Before commencing any field work, the Contractor will prepare a concise Investigational Plan for the Phase 1B Intensive Archaeological Investigation as referenced above, to include:
a. the proposed strategy and field methodologies to be employed,
b. a figure illustrating the areas within the property that will be examined during the survey,
c. a short description of the proposed strategy for subsurface testing,
d. a figure depicting the general proposed locations for transects and STPs, test excavations or sampling points, and
e. a brief description of how unanticipated conditions (such as buried A horizon or refusal) will be handled by the project archaeologist in the field.

For Polygon 7, it is estimated that at least 2 transects, with a minimum of 30 STPs will be

required, using a testing strategy recommended by IAC based on 4-m transect intervals. For Polygon 8, it is estimated that 2 transects with a minimum of 150 STPs will be required, using a testing strategy recommended by IAC based on 4-m transect intervals.

The proposed Investigational Plan will be provided to the DMAVS Primary Contact within one (1) week of the issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation of the unsurveyed portion of Polygon 7, as referenced in the APE delineated in **Figure 9.2** and the entirety of Polygon 8. The DMAVS will review and approve the investigational plan within five (5) business days of receipt, or request that revisions be made by the Contractor prior to conducting any field work. The DMAVS may consult with the NHDHR in reviewing the proposed Investigational Plan.

Task 2 – Field Work - Phase 1B Archaeological Survey - Polygon 7 and Polygon 8

All field work for the Phase 1B intensive archaeological investigation survey must conform to the NHDHR Archaeological Survey Standards. In addition, the field work shall specifically determine if any Archaeological Sites are present and if the surveyed areas can be cleared for construction, and other disturbance. Field Work shall include:

(a) Walk-over survey to visually assess environmental characteristics, surface indications of archaeological site presence, and degrees and patterns of prior disturbance; and to determine the location of subsurface testing.
(b) use of sub-surface testing methods, such as selectively placed STPs, to provide confirmation of visual observations and assumptions about areas and degrees of disturbance; and,
(c) Sufficient sub-surface testing effort to investigate and identify the presence of archaeological resources within the high sensitivity and moderate sensitivity areas.
(d) Collection of GPS coordinates for every STP with a handheld GPS device.

Collection of Artifacts: Each artifact collected in the field shall be recorded to include: a brief description, a digital photograph, a measurement, and a weight. A count shall also be recorded by artifact type (ex. Nails, brick, etc).

All approved field work shall be completed within one (1) month of issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation.

Task 3: Prepare Draft Report - Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor shall prepare a Draft Report (including an Executive Summary) describing the site, the number of acres that were archaeologically surveyed, a description of all work performed, the results, comments and observations, and recommendations.
The report shall include as a minimum:

(a) Abstract (a one page Project Summary) which includes the Project Name, Type of survey, Client name, Sponsor Agency, Location, Project Area size (in

acres), Expected impacts from associated construction and/or training project, dates of field work, any archaeological sites discovered and/or registered with NHDHR for this survey, findings and recommendations, number of pages, number of maps, and number of figures included in the report

(b) Introduction
- sponsor and contract number
- a figure depicting the existing conditions and existing archaeological sensitivity for the site
- purpose of research
- scope of study
- delineation of study boundaries
- statement concerning the nature of the study
- disposition of notes and artifacts

(c) Methodology
- description of information sources utilized
- field methods employed
- methods of analysis and interpretation

(d) Results
- reference to previous background research and site history
- detailed results of Walk-over Survey constraints (e.g. poor ground visibility)
    - observations of micro-environmental variables
    - surface indications of presence of archaeological resources or sites
    - observations/assumptions of disturbance
- detailed results of sub-surface testing constraints
    - sampling strategy and methods (number, types and distribution of tests)
    - analysis of soil profiles and cultural content
- digital photographs of STPs, artifacts and field work
- a table which lists each STP, the associated Lat/Long and the result (Positive/Negative)
- description and ARC GIS generated figure of archaeologically sensitive areas (if any are encountered)
- description and ARC GIS generated figure of any archaeological sites identified during survey
- the volume of artifacts collected (in cubic feet) and the records associated with the collection (in linear feet) that are associated with the artifacts requiring curation,
- a table of artifacts collected in the field; including a brief description of each, with a digital photograph, a measurement and a weight. A count shall also be recorded by artifact type (ex. Nails, brick, etc.). All artifacts selected for final curation shall only be 1-2 of the best representative samples of each artifact type.
- the number of Native American Graves and Repatriation Act (NAGPRA) cultural items discovered during the survey, including the number of:
    - Section 5 funerary objects,
    - Section 6 unassociated funerary objects, sacred objects,
    - objects of cultural patrimony,

non-skeletal cultural items, and
clusters of bones.

- ARC GIS generated figures for each archaeological site depicting any "Test Areas", STP locations, and areas remaining archaeologically sensitive (if applicable) on the most currently available aerial image of the NH State Veterans Cemetery property (see **2020 Google aerial imagery** and **NHARNG 2018 aerial imagery** attached).

(e) Recommendations:
- additional survey work /no additional survey work
- management (e.g. specific restrictions on future activities)

(f) Summary and Conclusions

(g) Bibliography
- include list of personal contacts with addresses, affiliation, and other pertinent information

The report format specifications are as follows:

(a) Typed single spaced on 8½ x 11-inch good quality bond paper with top and lateral margins of 1 inch and 1½ bottom margin.

(b) A title page with title and number of the contract, the contracting party, the principal investigator's name, and date.

(c) All references cited and/or used shall be listed in American Antiquity format.

(d) All Tables, Figures, Maps, photographs, and other graphic presentations shall be 8½ x 11 whenever practicable, easily reproducible by standard photocopying equipment, and in the body of the explanatory text, except for oversized maps and confidential materials that may be incorporated into a Confidential Appendix at the end of the report.

(e) All Tables and charts shall have a number, title, explanatory notes and a source note.

(f) All other graphic presentations (maps, profiles, diagrams, etc.) shall be referred to as "Figures".

(g) Figures shall be consistently uniform in design and have a title block with title and number, project name, location information, visible north arrow, scale, and key as appropriate. All Figures in the report shall be prepared utilizing ARCGIS software containing the GIS data developed as part of the GPS survey and GIS Data development referenced and included in **1.6** (GIS Data Development), **Task 2** (Field Work) and **Task 3** (Prepare a Draft Report).

h) All archaeological survey reports submitted to the DMAVS shall meet NHDHR Archaeology Report requirements contained in "*New Hampshire Division of Historical Resources Standards and Guidelines for Archaeological Investigations in New Hampshire*", dated March 2018, located at: https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf

The Contractor will deliver two (2) hard copies of the Draft Report and 1 electronic (Adobe

9.0 Professional .pdf on CD-ROM) to the DMAVS Primary Contact within one month of completion of **Task 2, Field Work**. The DMAVS will take up to fifteen (15) business days to review and comment on the Draft Report.

Task 4: Draft GIS Data - Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor shall submit all draft GIS data to the DMAVS Primary Contact for review. GIS data will include all the requirements specified in **Section 1.6** of the Services, and the specifics provided below. GIS Data will include:

a) Point Shapefile or Feature Class of all STPs at a minimum of 1 meter accuracy
b) Polygon Shapefile or Feature Class of remaining archaeological sensitive areas.

c) For each STP, the following information will be provided:
1) Site Name
2) Test Area
3) STP #
4) Lat/ Long of STP
5) Results (Positive/ Negative)

d) For each archaeological sensitive area, the following information will be provided:
1) Site Name
2) Test Area
3) Sensitivity (e.g. High, moderate)

The Draft GIS data for **Task 4** are to be delivered to the DMAVS Primary Contact within one month of completion of **Task 2, Field Work**. The DMAVS Primary Contact will take up to fifteen (15) days to review and comment on the Draft GIS Data.

Task 5: Prepare Final Report - Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor will prepare a Final Report including all of the elements referenced in the Draft Report (**Task 3**) and incorporating comments provided by the DMAVS Primary Contact, an artifact catalog and recommendations for further study. All archaeological survey reports submitted to the DMAVS shall meet the NHDHR Archaeology Report requirements contained in "*New Hampshire Division of Historical Resources Standards and Guidelines for Archaeological Investigations in New Hampshire*", dated March 2018, located at:
https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf

The Contractor will deliver four (4) spiral-bound hard copies of the Final Report with a translucent protective cover sheet and one (1) electronic copy (Adobe 9.0 Professional .pdf on CD-ROM) to the DMAVS Primary Contact within 30 days after receipt of the

DMAVS's written comments on the **Task 3** deliverable. The DMAVS Primary Contact will take up to 15 business days to review and comment on the Final Report.

TASK 6: Final GIS Data – Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

The Contractor will submit final GIS data as specified in **Task 4** to the DMAVS Primary Contact for review. GIS data will include all the requirements specified in Section **1.6** of the Services and **Task 4**, and will incorporate the comments provided by the DMAVS Primary Contact. Final GIS Data will include:

a) Point Shapefile or Feature Class of all STPs at a minimum of 1 meter accuracy
b) Polygon Shapefile or Feature Class of remaining archaeological sensitive areas.

c) For each STP, the following information will be provided:
1) Site Name
2) Test Area
3) STP #
4) Lat/ Long of STP
5) Results (Positive/ Negative)

d) For each archaeological sensitive area, the following information will be provided:
1) Site Name
2) Test Area
3) Sensitivity (e.g. High, moderate)

The Final GIS data for **Task 6** are to be delivered to the DMAVS Primary Contact within 30 days after receipt of the DMAVS's written comments on the **Task 4** deliverable. The DMAVS Primary Contact will take up to fifteen (15) business days to review and comment on the Final GIS Data.

Task 7: Inventory Forms and Artifact Curation – Phase 1B Intensive Archaeological Investigation for Polygon 7 and Polygon 8

All newly-discovered archaeological sites to be registered with NHDHR must be documented on current NHDHR inventory forms. All previously identified archaeological sites for which there are new data should have revised and updated forms prepared. All forms are to be submitted separate from the survey report. For inventory forms and site numbers, contact the NH State Archaeologist.

Curation of all artifacts recovered shall meet the NHDHR Curation requirements contained in "*NH Division of Historical Resources Archaeological Curation Guidelines*", dated January 2020 located at:
https://www.nh.gov/nhdhr/review/documents/2020_nhdhr_curation_guidelines.pdf

Each artifact collected in the field shall be recorded, digitally photographed, measured and weighed. A count shall also be recorded by artifact type (ex. Nails, brick, etc). All of this data shall be included in the Draft Report (**Task 3**) and Final Report (**Task 5**). All artifacts selected for final curation shall only be 1-2 of the best representative samples of each artifact type (in order to reduce the amount of storage space required at the NHDHR curation facility).

All artifacts and accompanying documentation must be properly formatted to meet NH DHR requirements and will be delivered to the NHDHR's curation facility at the same time as the Final Report. The Contractor will contact the NH State Archaeologist to arrange for delivery. NHDHR Inventory Forms (for newly discovered archaeological sites) and artifacts are to be delivered to the NHDHR within four (4) months of issuance of the Notice to Proceed.

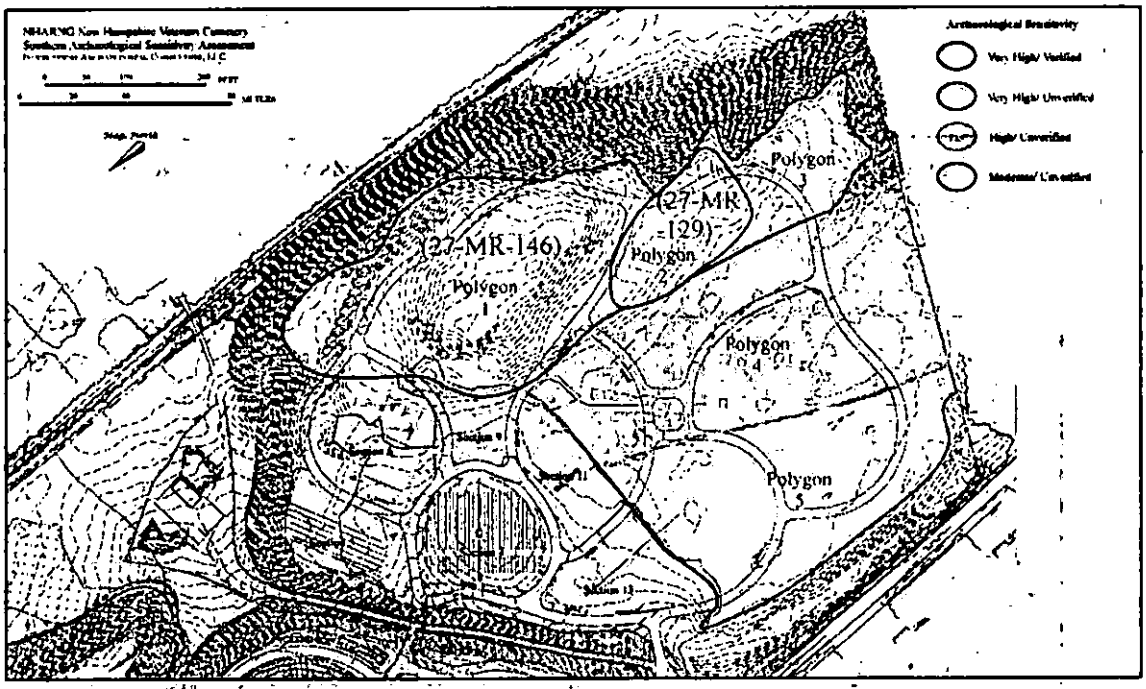


Figure 9.1 Polygons Depicting Archaeologically Sensitive Areas within the Southern Portion of the New Hampshire Veterans Cemetery

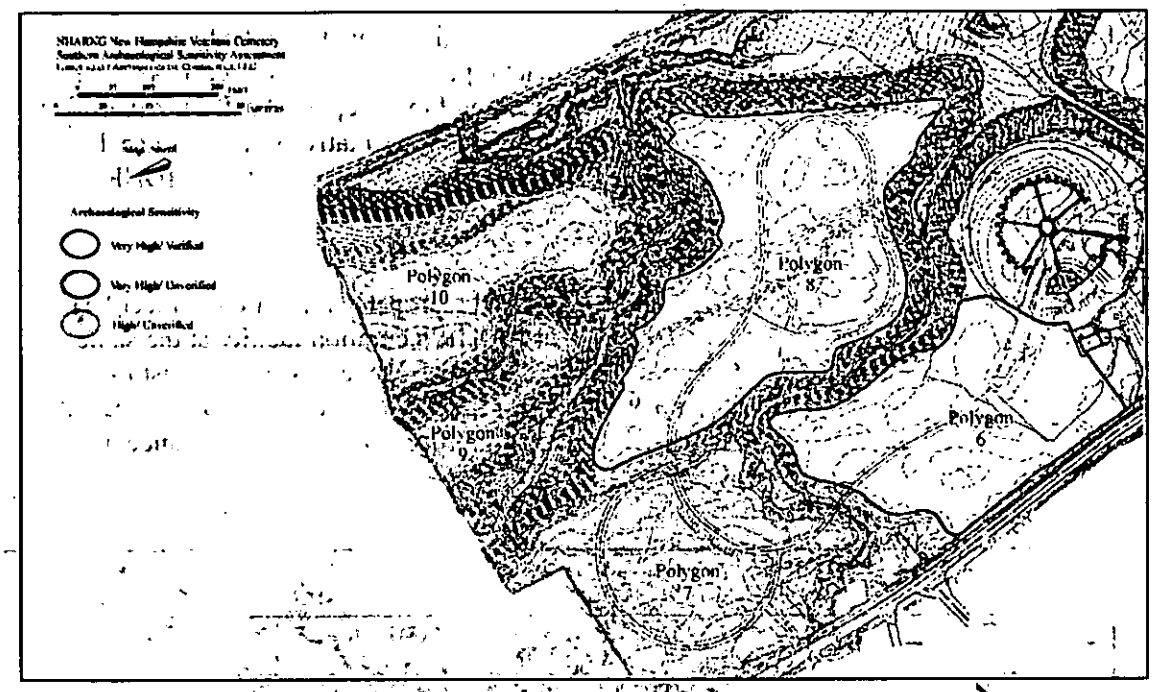


Figure 9.2 Polygons Depicting Archaeologically Sensitive Areas within the Northern Portion of the New Hampshire Veterans Cemetery.

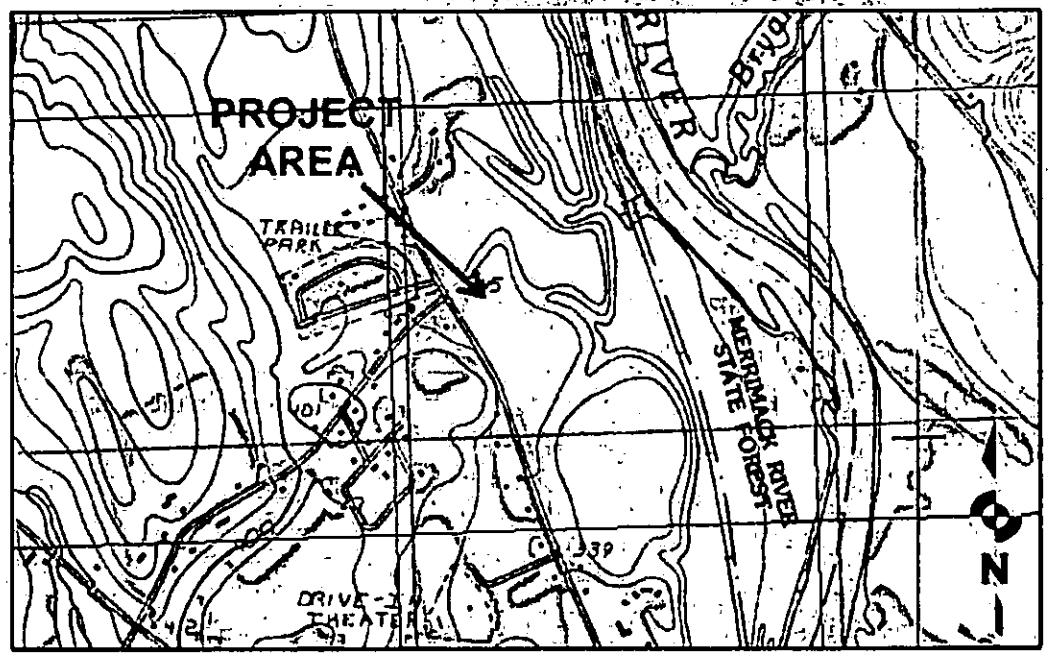
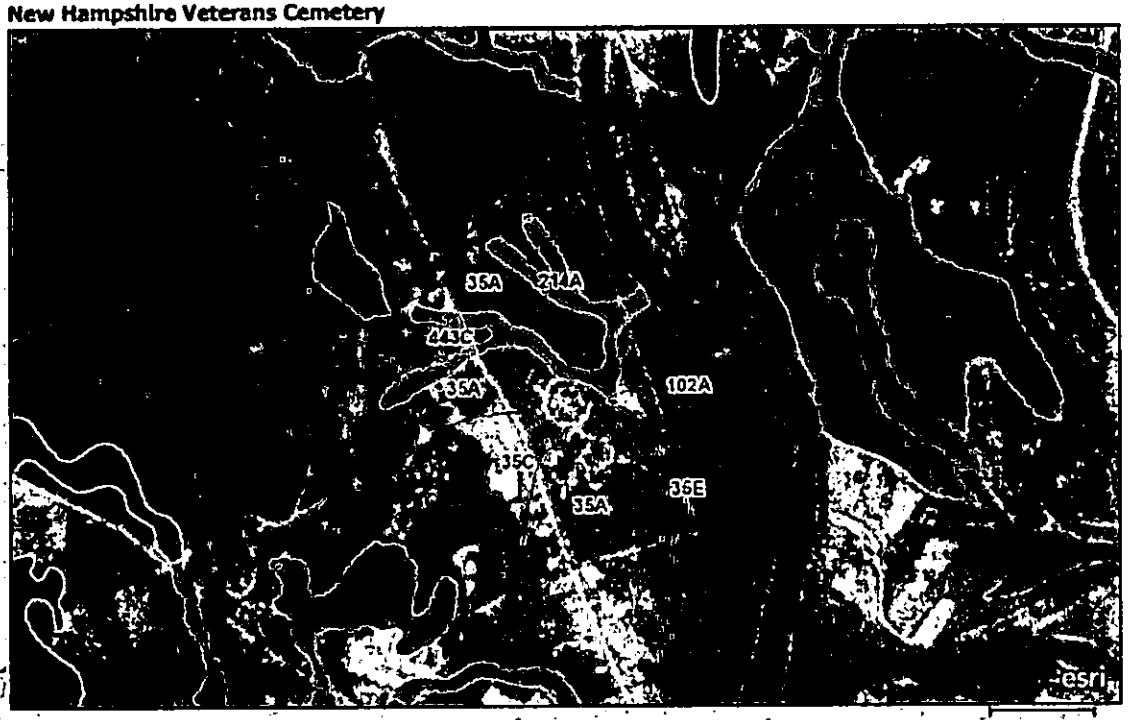


Figure 1. Project Area on USGS Webster Quadrangle (1:24,000)

New Hampshire Veterans Cemetery



USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus DS | Source: USDA NRCS, Esri

Soil Map—Merrimack and Belknap Counties, New Hampshire
(NH State Veterans Cemetery)

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Merrimack and Belknap Counties, New Hampshire
Survey Area Data: Version 24, Sep 16, 2019

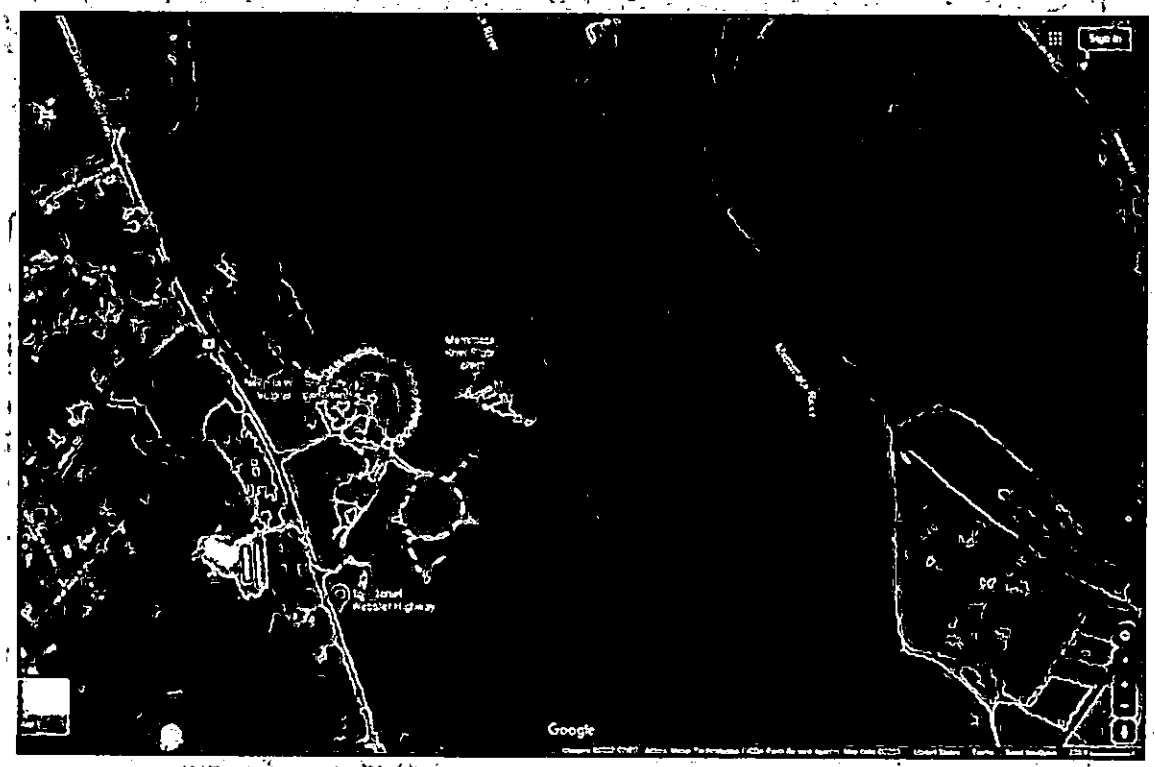
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 28, 2015—Aug 29, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
35A	Champlain loamy fine sand, 0 to 3 percent slopes	69.4	67.2%
35C	Champlain loamy fine sand, 8 to 15 percent slopes	2.1	2.0%
35E	Champlain loamy fine sand, 15 to 60 percent slopes	3.6	3.5%
102A	Sunday loamy fine sand, 0 to 3 percent slopes, occasionally flooded	10.1	9.7%
214A	Naumburg loamy sand, 0 to 5 percent slopes	17.5	16.9%
443C	Chichester sandy loam, 8 to 15 percent slopes, very stony	0.6	0.5%
Totals for Area of Interest		103.2	100.0%

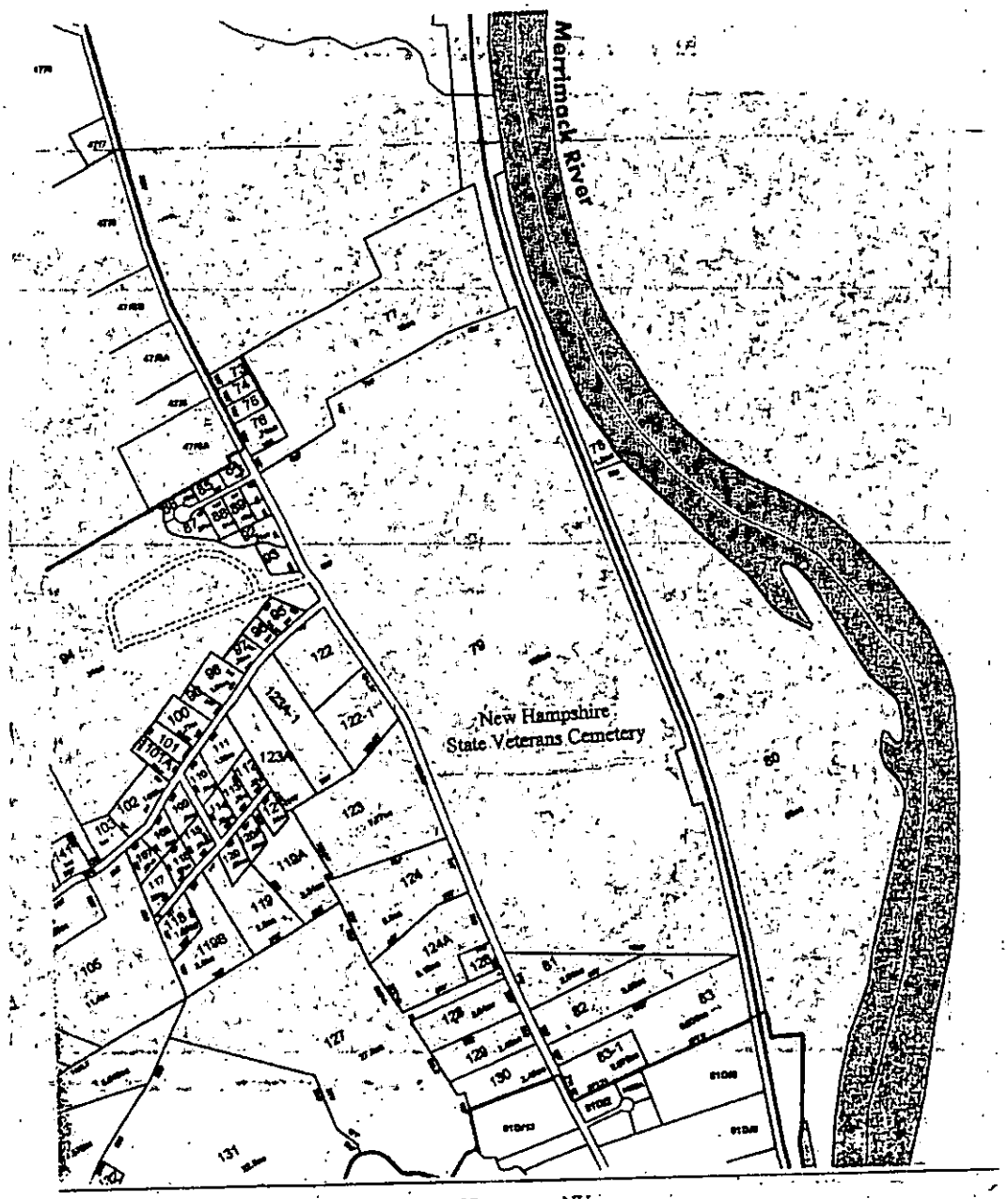


NH VETERANS CEMETERY

Legend

Installation Boundary

Data Source: NHARNG



Town of Boscawen, NH
Tax Map 79

Section 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Military Affairs and Veterans Services, no later than the time and date specified in the Schedule section, herein. Proposals may be submitted by (U.S. Mail, Delivery Service, In Person, and Electronic) Proposals must be addressed to:

Department of Military Affairs and Veterans Services
Business Office
4 Pembroke Road
Concord, NH 03301
c/o:
Ryan Godin

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP DMAVS 2021-02
PHASE IB INTENSIVE ARCHAELOGICAL SURVEYS
FOR STATE OF NEW HAMPSHIRE VETERANS CEMETERY

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the vendors unopened. Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Vendor's responsibility.

All Proposals submitted in response to this RFP must consist of at least:

a) One (1) original and three (3) clearly identified copies of the Proposal, including all required attachments;
b) One (1) original clearly identified electronic copy of the Proposal, including all required attachments contained on digital media: CD format.
c) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP: CD format.

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Military Affairs and Veterans Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: Ryan Godin, Procurement Technician, and Ryan.M.Godin@DMAVS.nh.gov

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Vendor Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein, however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Agency and Federal personnel working with the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

SECTION 5 - Content and Requirements for a Proposal

A. Proposal Format

Proposals should follow the following format:

- A Proposal should use Times New Roman font with a size of eleven (11).
- Hard copies of Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of (1) inch
- Electronic copies of Proposal should be in portrait orientation with left and right margins of one (1) inch.

B. Proposal Content

1. A letter of introduction, which includes the following information:

   a) Company or Firm Name, address, telephone/fax number web page address & e-mail address.

   b) Date of proposal

   c) A signed statement that the company has the ability to provide the services as requested and will comply with the sample agreement terms and conditions set forth in this request.

2. **Section I:** Project Background to Scope of Services included herein.

3. **Section II:** Statement on the Firm/Company's ability to perform all deliverables as stated in Scope of Services section.

   a. This section should include related experience of firm as it relates to this RFP.

5. **Section III:** Listing Company Overview and Qualifications:

   a) Relevant Projects
   b) Capacity of Staff
   c) Facility
   d) Information Technology
   e) Key Personnel

6. **Section IV:** Itemized Cost Proposal (in a separate and sealed envelope) to include:

   a. Each task should have their own cost lines and totals

   b. Project Total cost line

7. **Section V:** Three (3) references for the Vendor. Each reference must include:

   a. Name, address, telephone number of reference.

   b. Description of the nature of the relationship between vendor and reference.

   c. Length of time the reference has been affiliated with the vendor.

   d. **Please do not use any representative from agency as a reference.**

8. **Section VI**: Any additional information, not included above, which the firm/company believes may be useful and applicable to this project.

Location of PHASE IB INTENSIVE ARCHAELOGICAL SURVEYS:

110 Daniel Webster Highway Boscawen, NH 03303-2413

Vendor Certifications and Requirements:

All vendors shall be duly registered as a Vendor authorized to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION:
  Vendors shall have a completed Vendor Application and Alternate W-9 Form which shall be on file with the State of New Hampshire Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms: http://admin.state.nh.us/purchasing/vendor.asp

- REGISTRATION WITH THE NEW HAMPSHIRE DEPARTMENT OF STATE (Secretary of State):
  A contract award, will only be considered/awarded to a Vendor who is registered to do business and is in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: http://www.sos.nh.gov/corporate

- CONFIDENTIALITY & CRIMINAL RECORD:
  The Vendor must have a State of New Hampshire Criminal Record Check Authorization Form signed by each of their employees. These forms shall be returned to the Pease Security Program Manager agency prior to the start of any employment assignment.

- DEBARMENT:
  The successful Vendor shall also meet the requirements of the Federal System for Awards Management (SAM). Please see: https://www.sam.gov/portal/public/SAM

- CERTIFICATE OF INSURANCE:

The successful Vendor will be required to submit proof of coverage prior to entering into a resulting contract. Please see the State Contract Form P-37 (attached), included in this packet.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

The New Hampshire Department of Military Affairs and Veterans Services (DMAVS) New Hampshire State Veterans Cemetery will evaluate proposals received in response to the RFP for a Phase IB Intensive Archaeological Investigation to determine the "Best Value for the State". The "Best Value" determination will include qualifications of project team, evaluation of example Phase 1B archaeological survey report, ability to provide supplemental Geographic Information System (GIS) Data and a comparison of professional qualifications and years of experience, with proposed costs for each task.

The DMAVS will look at the representative project cost proposal after rating the qualifications of the companies. Each company will be provided a rating for each of the qualification criterion by a team of three personnel at the DMAVS. A composite of the individual qualification criteria ratings will be developed for each company. The top three qualifications rated companies will be compared for cost. The DMAVS will compare the proposed project costs with the qualifications of the companies. The DMAVS's three evaluators will use professional judgment to evaluate whether additional costs are justified by the level of additional qualifications.

RATING CRITERIA:

1) Companies must provide a proposed project team and documentation of project team qualifications; including years of experience. At least one person on the project team must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation: Professional Qualifications Standards (36 CFR 61).

2) Companies will be rated from 0-10 based on qualifications of the project team. DMAVS evaluators will look at the number of people meeting the Secretary of Interior's professional qualification standards for archaeology, as well as years of additional experience, the experience of other team members and experience working in the State of New Hampshire.

3) Companies will be rated from 0-10 on the example Phase 1B archaeological survey report provided. The reports will be rated for the ability of the reader to understand the information in the report such as the results of the survey and recommendations for additional work.

4) Companies will be rated on their ability to provide supporting geographic information system (GIS) data as part of the contract. Companies will be provided up to 3 additional points for the ability to provide this service.

5) Companies must provide a fee schedule, which includes a fully burdened rate for each of the project team members. Companies must also provide a project cost proposal that includes all tasks referenced in the RFP, with the cost of each task broken out separately; and a total cost.

The Agency will use a scoring scale of 40 points as set forth in the Scoresheet below:

Rating the Qualifications Score Sheet
PHASE IB INTENSIVE ARCHAELOGICAL SURVEYS

Company Name:_____
Evaluator:_____

1) The Company Profile will be evaluated to determine if the company has the capabilities to perform the full scope of services including whether the company is large enough to perform multiple projects at once, the contract administrator has the demonstrated ability to perform management oversight and the availability of local personnel (within NH or in a neighboring state and within two hours' drive). A maximum of 10 points will be awarded.

Score:_____
Comments:_____

2) **Phase 1A and Phase 1B Archaeological Surveys:** Resumes/Qualifications of the principal individual(s) to be employed as part of the services will be evaluated. Resumes and qualification should include evidence that the individuals proposed to conduct and prepare archaeological surveys meet the professional qualification standards established by the National Park Service in **36 CFR Part 61 Appendix B.** Evidence that such individuals meet these standards must be met. Experience conducting and preparing Phase 1A and Phase 1B archaeological surveys specifically for military, Army and National Guard installations will be considered. (Note: providers that do not show proof that principal individuals meet the professional qualification standards (as referenced above) will be disqualified.) Example projects will be reviewed as part of this scoring. A maximum of 10 points will be awarded.

Score:_____
Comments:_____

3) **Geographic Information System (GIS) Data Development:** Resumes/Qualifications of principal individuals to be employed as part of the GIS services will be evaluated. Experience developing GIS data specifically for military, Army and National Guard installations will be considered. Example projects GIS products will be reviewed as part of this scoring. A maximum of 10 points will be awarded.

Score:_____
Comments:_____

4) **Example project review**: Each of the three evaluators will review the example product (1 Phase 1B archaeological survey preferred). The evaluators will consider ease of reading, clarity, attention to

details, use of graphics and the basis/justification for the conclusion. A maximum of 10 points will be awarded in this category.

Score:_____
Comments:_____
_____
_____
Total Score:_____

SECTION 7 – Terms and Conditions Related To The RFP Process

A. RFP Addendum

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

C. Property of the Agency

All material received in response to this RFP shall become the property of the State and will not be returned to the vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

E. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Military Affairs and Veterans Services pursuant to this RFP, the Agency will post the name, rank or score of each vendor. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each Vendor's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the Agency will notify the Vendor of the request and of the date the Agency plans to release the records. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Vendors.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the proposal, or for work performed prior to the effective date of a resulting contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Military Affairs and Veterans Services, which shall note that information on the list maintained on the state's internal intranet system; except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Vendor is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

C. Standard Contract Terms

The Agency will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The performance period for the Phase IB Intensive Archaeological Survey contract shall be from the date of the Notice to Proceed through December 31, 2021 subject to G&C approval.

To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Vendor's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential vendors of the exceptions which have been accepted and indicate that exception is available to all potential vendors. Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

RFP DMAVS 2021-02

PHASE IB INTENSIVE ARCHAEOLOGICAL SURVEYS

FOR STATE OF NEW HAMPSHIRE VETERANS CEMETERY

LOCATED: BOSCAWEN, NH

ADDENDUM #1

Posted: 4/05/2021

DATE OF BID CLOSING: 4/21/2021 TIME OF BID CLOSING: 10:00AM

Currently Bids Reads:
Listed on Page# 22, Under: Vendor Certifications and Requirements:

Listed on Page# 22, Under: Vendor Certifications and Requirements:

CONFIDENTIALITY & CRIMINAL RECORD:

The Vendor must have a State of New Hampshire Criminal Record Check Authorization Form signed by each of their employees. These forms shall be returned to the Pease Security Program Manager agency prior to the start of any employment assignment.

Update Bid Reads:
Liste on Page#22, Under: Vendor Certifications and Requirements:

This requirement is not required for this type of service contract.

NOTE: ALL CHANGES TO BID SOLICATION NOTED IN ADDEDUMS WILL SUPERSEDE PREVIOSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

POC for this Addendum is Ryan Godin Procurement Technician, 603-227-5094, ryan.m.godin@dmavs.nh.gov.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

RFP DMAVS 2021-02

PHASE IB INTENSIVE ARCHAEOLOGICAL SURVEYS

FOR STATE OF NEW HAMPSHIRE VETERANS CEMETERY

LOCATED: BOSCAWEN, NH

ADDENDUM #2

Posted: 4/14/2021

DATE OF BID CLOSING: 4/21/2021 **TIME OF BID CLOSING: 10:00AM**

Questions Asked during inquiry Period:

1. On page 8, it says there should be a digital photograph of each artifact...so if, for instance, we were to find a concentration of 450 flakes from an episode of tool-making, would each flake need to photographed individually?
    a. **Please consult and follow the following guidance:** "NHDHR Archaeological Curation Guidelines, dated January 2020". Information specific to Artifact Processing and Material Culling is provided on Pages 4 and 5 of this guidance. If you have questions that are not answered by this guidance, contact the NH State Archaeologist, Mark Doperalski at (603-271-6433) or via e-mail at: Mark.W.Doperalski@dncr.nh.gov

2. On page 9, it says 1-2 of the best representative samples of each artifact type shall be curated. So in the above example, what would happen with the other 448 flakes?
    a. Storage space at the NHDHR collection facility is limited. As a result, the NHDHR is no longer curating non-site material. Any non-site survey results and associated documentation should be adequately summarized in the archaeological report submitted to the NHDHR. **Please consult and follow the following guidance:** "NHDHR Archaeological Curation Guidelines, dated January 2020". Information specific to Artifact Processing and Material Culling is provided on Pages 4 and 5 of this guidance. If you have questions that are not answered by this guidance, contact the NH State Archaeologist, Mark Doperalski at (603-271-6433) or via e-mail at: Mark.W.Doperalski@dncr.nh.gov

3. On page 22, it requires "State of New Hampshire Criminal Record Check Authorization Form signed by each of their employees. These forms shall be returned to the Pease Security Program Manager agency prior to the start of any employment assignment." These forms have a $25.00 per person submission fee. Is that fee paid by the Pease Security Program Manager or should we build that into the proposal?
    a. This is not required for this type of service contract.

4. New Hampshire law prohibits any excavations within 100 ft of a "known or suspected subsurface utility" without the prior use of the DigSafe® system to locate and mark existing subsurface utilities. Are you aware of any extant subsurface utilities in or near Polygons 7 or 8 that would require DigSafe®? The polygons appear remote and an absence of proximal utilities would allow me to remove the costs of DigSafe® flagging from our proposal.
    a. There are no electrical lines in Polygons 7 & 8. DigiSafe is not required.

NOTE: ALL CHANGES TO BID SOLICATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

POC for this Addendum is Ryan Godin Procurement Technician, 603-227-5094, ryan.m.godin@dmavs.nh.gov.