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August 29, 2022

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs to enter into a contract with Outwith Studio, LLC (VC # 422384), of Philadelphia, PA, in the amount of \$49,990 in American Rescue Plan (ARP) State and Local Fiscal Recovery Funds for the development of the New Hampshire Housing Toolbox effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available as follows:

	<u>FY 2023</u>
03-022-022-221015-24890000	
ARP Reg House Needs Assess	
102-500731 Contracts for Program Services	\$49,990

EXPLANATION

To assist the Regional Planning Commissions to further develop housing strategies contained in the Regional Housing Needs Assessments and in recognition that New Hampshire's communities are projected to grow and need the resources and best practices to meet existing and projected future housing demand including tools which will provide effective strategies that can be customized to align with communities' visions, the Department of Business and Economic Affairs (BEA), Office of Planning and Development (OPD), issued a Request for Proposals (RFP) for New Hampshire Housing Toolbox Assistance. The purpose of the RFP is to provide support in the development of an interactive housing toolkit for use by New Hampshire's communities based on national best practices. This interactive housing toolkit would include steps necessary for the rollout and implementation of different tools in communities throughout the state that are interested in increasing their housing production.

The RFP for New Hampshire Housing Toolbox Assistance was issued on June 17, 2022. Notice was posted on nheconomy.com and admin.state.nh.us. Subsequently, three vendors submitted formal written proposals on July 15, 2022.

The names of the three bidders and the dollar amounts of each of their bids is included in Schedule #1. A selection committee comprised of a BEA/OPD staff member and two regional planning commission staff (Schedule #2) reviewed and scored the proposals (Schedule #3). Outwith Studio, LLC was ultimately awarded the contract with BEA. Scoring is included as Schedule #3.

Outwith Studio, LLC (Outwith Studio) based in Philadelphia, PA, is a planning, design, and spatial strategy firm with expertise in planning, housing, and civic technology. OutwithStudio principal-in-charge/project manager June McCartin is an urban planner and researcher with a background in developing comprehensive plans, housing plans, and housing policy. She previously served as the Director of Urban Design at Utile and as a regional housing planner at Greater Boston's regional planning association, the Metropolitan Area Planning Council (MAPC). Over the past decade she has prepared numerous local and regional housing plans which have translated national and state level housing strategies into meaningful actions that local officials and concerns citizens can advocate for in their communities. Ms. McCartin and her team at Outwith Studio also have the expertise to translate complex policy details into everyday speech and to streamline difficult technical and legal processes into usable applications as well as deep experience looking at housing and web design and development from unconventional angles and crafting solutions that are accessible to everyone. Outwith Studio is an able communicator who will be able to work productively with OPD and the regional planning commissions to produce the deliverables in the time period specified.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted by,



Taylor Caswell
Commissioner

**Department of Business and Economic Affairs
Office of Planning and Development
New Hampshire Housing Toolbox Assistance
RFP Scoring Criteria**

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

Technical

- Methodology and quality of proposal (30 points)
- Experience and Qualifications of key staff and subcontractors, if applicable (30 points)
- Creativity and Innovation (30 points)

Price

- Cost Effectiveness (10 points)

**Department of Business and Economic Affairs
Office of Planning and Development
New Hampshire Housing Toolbox Assistance
RFP Scoring Committee**

Schedule #2

Noah Hodgetts, Principal Planner
Office of Planning and Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2157 Noah.D.Hodgetts@livefree.nh.gov

Noah Hodgetts is a Principal Planner at the NH Office of Planning & Development (OPD). He has worked at OPD and its predecessor, the New Hampshire Office of Strategic Initiatives (OSI) since March 2018, where he provides technical assistance on municipal and regional planning and zoning matters and is OPD's point person on housing policy. Noah is also currently working with the state's nine Regional Planning Commissions to coordinate updates to their statutorily required Regional Housing Needs Assessments, funded by a \$1 million American Rescue Plan State Fiscal Recovery Funds grant. He has served on a number of different state commissions/taskforces including the InvestNH Planning and Zoning Grant Steering Committee, the New Hampshire Zoning Atlas Leadership Team, the Council on Housing Stability Regional Leadership & Coordination/Planning & Regulation Workgroup, the SB43 Commission to Study Barriers to Increased Land Development in New Hampshire, and Governor Sununu's Workforce Housing Taskforce. Prior to working for the State of New Hampshire, Noah worked as a research analyst for a Boston-area affordable housing consulting firm. He received a M.Sc. in Urban and Regional Policy from Northeastern University and a B.A. in Human Ecology from College of the Atlantic.

Jennifer Czysz, Executive Director
Strafford Regional Planning Commissions
150 Wakefield Street, Suite 12, Rochester, NH 03867
603-994-3500 jczysz@strafford.org

Jennifer Czysz, AICP, Executive Director, Strafford Regional Planning Commission (2018-Present) – Ms. Czysz manages the daily operations of the agency by providing administrative and managerial direction in the areas of policy formation, budget maintenance, staff resource allocation, and management of complex planning projects. Prior to joining SRPC in May of 2018, she served as the Assistant Director at Nashua Regional Planning Commission where she managed the office's land use programs including local technical assistance, and served as the Program Manager for the statewide, HUD funded, Granite State Future efforts that engaged partners and stakeholders statewide and coordinated efforts of the nine regional planning commissions to formulate statewide core data and a snapshot of regional priorities. Previously, she served as a Senior Planner at the NH Office of Energy and Planning and a Regional Planner at the Southern NH Planning Commission. She has served as President and Vice President of the NH Planners Association and the NH State Director of the Northern New England Chapter of the American Planning Association, and served as a member and chair of the NeighborWorks Southern NH Board of Directors. Jennifer is a graduate of MIT's Department of Urban Studies and Planning, with a Master's in City Planning and a Certificate in Urban Design, and a B.Arch. from Norwich University.

Michael Tardiff, Executive Director
Central New Hampshire Regional Planning Commission
28 Commercial Street, Suite 3, Concord, NH 03301
603-226-6020 mtardiff@cnhrpc.org

Michael Tardiff is the Executive Director of the Central NH Regional Planning Commission. He received a B.A in Political Science from Keene State College and a Master's in City and Regional Planning from Clemson University. He participates in the majority of the Commission's projects and programs, with an emphasis on local planning projects such as local master plan development and transportation planning.

Department of Business and Economic Affairs
 Office of Planning and Development
 New Hampshire Housing Toolbox Assistance
 RFP Scoring Results

Schedule #3

	Maximum Points	ADG, LLC	Thomas P. Miller & Associates	Outwith Studio, LLC
Methodology & Quality	30	10	20	25
Experience & Qualifications	30	19	22	23
Creativity & Innovation	30	8	21	22
Cost Effectiveness	10	5	0	10
TOTAL	100	43	63	80
BID AMOUNT		\$50,000	\$70,000	\$49,990

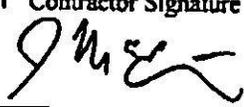
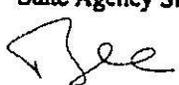
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Planning and Development Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3 Contractor Name Outwith Studio LLC		1.4 Contractor Address 1909 Webster Street Philadelphia, PA 19146	
1.5 Contractor Phone Number (215) 436-8095	1.6 Account Number 03-22-22-221510-24890000-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$49,990
1.9 Contracting Officer for State Agency Noah Hodgetts, Principal Planner		1.10 State Agency Telephone Number (603) 271-2157	
1.11 Contractor Signature  Date: 8/30/22		1.12 Name and Title of Contractor Signatory June McCartin, Principal	
1.13 State Agency Signature  Date: 9/1/2022		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
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: 1st Stacie M. Manser On: September 6, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials JM
 Date 8/30/22

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.

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

Contractor Initials JM

Date 8/30/22

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 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 JM
Date 8/30/22

EXHIBIT A

Special Provisions

1. Outwith Studio LLC ("the Contractor") will subcontract work out to:

JM
8/30/22

~~BOCOUP~~ BOCOUP, LLC
PO Box 961436
Boston, MA 02196

2. Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200). Contractor shall refer to the Assistance Listing for details on the specific provisions of the Uniform Guidance that do not apply, which is available on beta.SAM.gov. The applicable provisions of 2 C.F.R. Part 200 as amended are considered legally binding and enforceable documents under this contract. The State reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

3. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Contractor shall complete an audit at the end of the Contractor's fiscal year when the award was spent.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to State within one month of the time of receipt by the Contractor accompanied by an action plan, if applicable, for each finding or questioned cost.

4. The costs charged under this contract shall be determined as allowable under the direct cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.

5. Program and financial records pertaining to this contract shall be retained by the Contractor for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

6. The following paragraphs shall be added to the general provisions:

"25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the funds under this Agreement may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

"26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination In Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

"27. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor should report all suspected violations to the State."

"28. CLOSE OUT OF CONTRACT. By July 15, 2023 Contractor shall submit a final report electronically to the State officer by e-mail or other electronic means subsequently designated by State of the uses of the

funds through June 30, 2023. In the event that Contractor has not demonstrated that the funds have not been expended for allowable costs of at least the amount of this agreement, the excess funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

EXHIBIT B

Scope and Sequence

Outwith Studio LLC ("the Contractor") will provide support in the development of an interactive housing toolkit for use by New Hampshire's communities based on national best practices. Support will include the development of a methodology including steps necessary for the rollout and implementation of different tools in communities throughout the state. The contractor will perform the following tasks:

1. Provide assistance to the Office of Planning and Development and RPC staff in the development of an interactive housing toolkit for use by New Hampshire's communities based on national best practices as an element of the RHNA programs scheduled to be completed by December 31, 2022.
 - A. Provide support to the RHNA Toolbox subcommittee to review, refine and update housing strategy toolbox materials developed to date in an effort to clarify available tools and enhance the use of the toolbox by New Hampshire's communities.
 - B. Provide assistance with methods to publish the toolbox materials including, but not limited to, inclusion in the RHNA project website and as elements of individual RPC RHNA program documents. The consultant will be expected to have extensive webbased tool development experience.
2. Provide assistance to RPC staff to develop housing strategy toolbox materials based on the conclusions of the RHNAs in late 2022 and continuing through June 30, 2023. This task will also include assistance with the development of a methodology that supports the rollout and implementation of related tools in communities throughout the state.
3. Develop and present two virtual training sessions related to available and potential housing strategies that highlight national best practices.
4. Project Deliverables
 - A. The consultant will participate in up to three meetings with the RHNA toolbox subcommittee and one meeting with the larger RHNA coordination committee to develop and present the housing strategy toolbox materials prior to December 31, 2022.
 - B. The consultant will develop pertinent materials for use in each RPC's RHNA as detailed in Task 3(A) including the RHNA toolbox, RHNA website, and support in the development of an interactive, online-based housing toolkit. The deadline for delivery of RHNA project materials is December 31, 2022.
 - C. The consultant will develop and provide two virtual training sessions that highlight national best practices related to housing strategies for the Office of Planning and Development and RPC staff. The deadline for delivery of project materials and completion of training sessions related to Task 3(B) and Task 3(C) is June 30, 2023.

EXHIBIT C

Payment Terms

1. CONTRACT PRICE

The Department of Business and Economic Affairs, Office of Planning and Development ("OPD") will pay Outwith Studio LLC ("Outwith Studio") for the performance of services as set forth in Exhibit B. OPD agrees to pay Outwith Studio an amount not to exceed \$49,990 (forty-nine thousand nine-hundred and ninety dollars) over the course of State Fiscal Year 23 (Upon Governor & Executive Council Approval to June 30, 2023).

2. BUDGET

A scope of work broken down by task and associated costs is as follows:

Scope of Work	Hours	Cost
Task 1: Toolbox Content	65	\$9,270
A. Review materials developed to date		
B. Development toolbox content for RHNA		
Task 2: Implementation methodology	52	\$7,800
Task 3: Virtual Training Sessions	21	\$3,140
Task 4: Deliverables	175	\$29,780
A. Stakeholder meetings		
B. Presentation Materials		
Project Total	313	\$49,990

3. METHOD OF PAYMENT

- A. Outwith Studio will submit progress reports and invoices to OPD on a monthly basis, based on actual expenses. Invoices will show current and cumulative expenses to date. The State will pay Outwith Studio within 30 days after receipt of the monthly progress reports and invoices.
- B. Outwith Studio will submit a final invoice and any associated final reports needed by the State of New Hampshire, as the originator of funding for this contract, within 60 days of the final report delivered.
- C. All Outwith Studio invoices must be sent to:

Noah Hodgetts, Principal Planner
Office of Planning and Development
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord NH 03301
Email: Noah.D.Hodgetts@livefree.nh.gov

STANDARD EXHIBIT D

Drug-Free Workplace

The Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction;

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

1909 Webster Street
Philadelphia, PA 19146

Check if there are workplaces on file that are not identified here.

Outwith Studio LLC

Contractor Name

Upon Governor & Executive Council Approval
through June 30, 2023

Period Covered by this Certification

June McCartin, Principal

Name and Title of Authorized Contractor Representative



Contractor Representative Signature

8/30/22

Date

STANDARD EXHIBIT E
Lobbying

The Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (Indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Contract Period: Upon Governor & Executive Council Approval through June 30, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Representative Signature

Principal

Contractor Representative Title

June McCartin, Outwith Studio LLC

Contractor Name

8/30/2022

Date

STANDARD EXHIBIT F - Debarment

The Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Contract, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, to whom this Contract is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, State may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The Grantee (aka "Contractor") certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.



Contractor Representative Signature

Principal

Contractor Representative Title

June McCartin, Outwith Studio LLC

Contractor Name

8/30/2022

Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Principal

Contractor Representative Signature

Contractor's Representative Title

June McCartin, Outwith Studio LLC

Contractor Name

8/30/2022

Date

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Grantee (aka "Contractor") certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Contractor Representative Signature

Principal

Contractor Representative Title

June McCartin, Outwith Studio LLC

Contractor Name

8/30/2022

Date

STANDARD EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Outwith Studio LLC (hereinafter called the "Grantee" and aka "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of

prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

JMCC

Contractor Representative Signature

Principal

Contractor Representative Title

June McCartin, Outwith Studio LLC

Contractor Name

08/30/22

Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

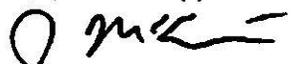
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees (aka "Contractors") must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



Contractor Representative Signature Principal
Contractor Representative Title

June McCartin, Outwith Studio LLC 8/30/2022

Contractor Name Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: **H31BRKA6XK56**

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO,
stop here

If the answer to #2 above is YES, please answer the
following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES,
stop

If the answer to #3 above is NO, please answer the
following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name _____

Amount: _____

JM
8/3-122

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that OUTWITH STUDIO LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on August 16, 2022. 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: 908991

Certificate Number : 0005847254



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



outwith studio

August 30, 2022

Outwith Studio LLC
1909 Webster Street
Philadelphia, PA 19146

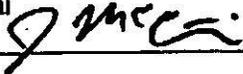
RE: COMPANY SIGNATURE AUTHORIZATION

To Whom It May Concern:

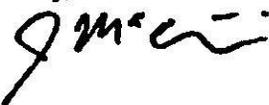
The individuals below are authorized to sign for all matters relating to Outwith Studio LLC, a single-member limited liability company organized in Pennsylvania and owned by John "June" McCartin.

Name: John "June" McCartin

Title: Principal

Signature: 

Sincerely,



8/30/22

John "June" McCartin

Contact: mccartin@outwith.studio | (215) 436-8095

Outwith Studio LLC
www.outwith.studio

mccartin@outwith.studio
410.952.1395

**CERTIFICATE OF INSURANCE - COMMERCIAL
ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL**

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

Description of Operation:

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is issued	Name and Address of Insured
STATE OF NEW HAMPSHIRE DEPARTMENT OF BUSINESS & ECONOMIC AFFAIRS OFFICE OF PLANNING AND DEVELOPMENT 100 MAIN ST SUITE 100 CONCORD, NH 03301	OUTWITH STUDIO, LLC. 1909 WEBSTER ST PHILADELPHIA, PA 19146-1827
	Location Address (if different than above)

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, 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.

TYPE OF INSURANCE AND LIMITS

Policy Number: 648964439	Effective Date: 07-20-2022	Expiration Date: 07-20-2023
COVERAGE SUMMARY		
BUSINESS LIABILITY	AMOUNT	
COMPREHENSIVE LIABILITY	\$ 2,000,000	Per Occurrence
DAMAGE TO PREMISES RENTED TO YOU	\$ 50,000.00	Any One Premises
MEDICAL PAYMENTS	\$ 5,000	Per Person
OTHER THAN PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$ 4,000,000.00	
PRODUCTS / COMPLETED OPERATION AGGREGATE	\$ 4,000,000.00	
PROPERTY INSURANCE		
POLICY TYPE		
<input checked="" type="checkbox"/> SPECIAL FORM	<input type="checkbox"/> BROAD FORM	<input type="checkbox"/> BASIC FORM
<input type="checkbox"/> BUILDING	<input type="checkbox"/> Replacement Cost	<input type="checkbox"/> Actual Cash Value
<input checked="" type="checkbox"/> CONTENTS	<input checked="" type="checkbox"/> Replacement Cost	<input type="checkbox"/> Actual Cash Value
Deductible \$ 500	Wind Deductible % 0	Exclude Wind <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
ADDITIONAL COVERAGE'S:	EQUIPMENT BREAKDOWN, HBB PROFESSIONAL OFFICE SHIELD ENDORSEMENT, ADDITIONAL INSURED	
MORTGAGE CLAUSE – The policy contains a Mortgage Clause in favor of:		
Mortgagee		
Address		
CERTIFICATE PERIOD		
THIS CERTIFICATE WILL REMAIN IN FORCE FROM THE INCEPTION OF THE POLICY UNTIL THE POLICY IS CANCELLED OR EXPIRES.		
POLICY INCEPTION DATE: 07-20-2022	<input checked="" type="checkbox"/> 12:01 AM	<input type="checkbox"/> 12:00 NOON
Standard Time at the location of the Insured Premises.		
PROVISIONS		
This form is not the contract of insurance, but attests that a policy as identified above has been issued. The provisions of the policy shall prevail in all respects.		
SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
STREEM FINANCIAL GROUP LLC		08-31-22
Authorized Representative		Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2022

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).

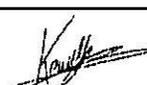
PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Outwith Studio, LLC. 1909 Webster St Philadelphia PA 19146	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-5206898-EO-22	07/20/2022	07/20/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER	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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outwith studio

August 30, 2022

Outwith Studio LLC
1909 Webster Street
Philadelphia, PA 19146

RE: WORKERS COMPENSATION INSURANCE

To Whom It May Concern:

This letter attests that Outwith Studio LLC is exempt from New Hampshire's Workers Compensation Insurance requirements as defined under RSA 281-A:2, as the company is a single-member LLC with no employees. Any work performed through Outwith Studio LLC is undertaken by the owner or independent contractors as defined under RSA 281-A:2, VI. Feel free to reach out to me with any further questions on this or any other matter.

Sincerely,

 8/30/22

June McCartin
Contact: mccartin@outwith.studio | (215) 436-8095

Outwith Studio LLC
www.outwith.studio

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410.952.1395