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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of HISTORICAL RESOURCES

172 Pembroke Road CONCORD, NEW HAMPSHIRE 03301
Phone: 271-3483 Fax: 271-3433

October 6, 2023

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, New Hampshire Division of Historical Resources (NHDHR) to enter into a contract with Vanasse Hangen Brustlin, Inc., (VC#174584), Albany, NY in the amount of \$750,709 for Digital Online User Generated Review and Compliance system development and implementation, with the option to renew for one additional three-year period, effective upon Governor and Council approval through July 31, 2026. 95% Federal Funds (ARPA), 5% Other Funds (Agency Income).

Funds are available in the following accounts for Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-351510-28410000 <u>ARPA DHR DOUG Project</u>	<u>FY 2024</u>	<u>FY 2025</u>
103-502664 - Contracts for Op Services	\$604,699	\$108,000
03-035-035-354010-23620000 <u>EMMIT Mapping Mgt Inf System</u>	<u>\$38,010</u>	<u>\$0</u>
103-502664 - Contracts for Op Services	\$38,010	\$0
Total	\$642,709	\$108,000

EXPLANATION

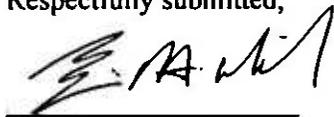
The Department of Natural and Cultural Resources (DNCR), New Hampshire Division of Historical Resources (NHDHR), proposes a Digital Online User Generated Review and Compliance (DOUG R&C) extension of its existing Enhanced Mapping and Management Information Tool (EMMIT) to streamline required federal and state project review in New Hampshire that increased due to COVID-19 and infrastructure funding at the federal level. Under state and federal law, the NHDHR works with federal and state governmental agencies to review publicly assisted projects that may affect historical and/or archaeological resources. All federally funded, licensed, or assisted projects in New Hampshire are subject to the review requirements of Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). Implementation of DOUG R & C will provide a user-friendly digital platform that will streamline required federal and state review. It will enable existing NHDHR staff to handle the increased workload anticipated as a direct outcome of existing and future federal funding/programs. In addition, it will meet the needs of our constituents who have been requesting a digital platform in which to consult under Section 106 of the National Historic Preservation Act and provide them with a means to track project reviews in real time.

The New Hampshire Division of Historical Resources (NHDHR) worked with Department of Information Technology (NHDoIT) staff to develop a Request for Proposals following the approved NHDoIT procurement process. The RFP for a "not to exceed" contract was issued on or around July 15, 2022, with responses due on September 16, 2022. Six firms responded and two of the firms did not meet the requirements as set forth in the RFP and were not scored (TechZavy and Narinder Alliance). The top two firms (Respec and VHB) with respect to scoring were brought in for interviews to discuss their qualifications. The team with the lowest price proposal and most knowledge of the NHDHR's Review and Compliance process and its needs was considered the preferred firm (VHB).

The goal of this contract is to support the NHDHR's regulatory Section 106 process. The NHDHR work with over 75 federal and state agencies reviewing 1000+ projects annually with a staff of four. Multiple state agencies inter-face with the NHDHR on a variety of projects, including the NH Department of Transportation; Department of Administrative Services; Department of Education; NH Department of Energy; and Department of Environmental Services (who make up the bulk of NHDHR reviews through their partnership with the US Army Corps of Engineers). We also work directly with many NH municipalities on projects ranging from FEMA sponsored emergency projects and USDA Rural Development grants to name a few. DOUG will assist federal, state, and local organizations streamline consultation with our office and get construction projects moving more quickly throughout the state.

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

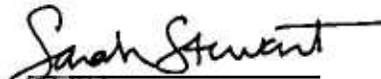
Respectfully submitted,



Benjamin H. Wilson
Director
NH Division of Historical Resources

Concurred,

(MSM)



Sarah L. Stewart
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

August 1, 2023

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

Dear Commissioner Stewart:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Vanasse Hangen Brustlin, LLC of Albany, NY, as described below and referenced as DoIT No. 2022-127.

The purpose of this contract is for Vanasse Hangen Brustlin to implement a Digital Online User Generated Review and Compliance (DOUG) extension of its existing Enhanced Mapping and Management Information Tool (EMMIT) to streamline required federal and state project review in New Hampshire.

The Price Limitation is not to exceed \$750,709 and shall be effective upon Governor and Executive Council approval through July 31, 2026.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik
DoIT #2022-127
cc: Nicole Warren, DoIT - IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Historical Resources
RFP Scoring Summary

RFP 2022-127 DNCR-Digital Online User Generated Review and Compliance Program

Company	Company Address	Proposed Software Solution	Vendor Technical, Service and Project Mgmt Experience	Corporate Qualifications	Staffing Qualifications	Solution Cost/(total bid)	TOTAL
		30 Pts max	20 Pts Max	10 Pts Max	20 Pts Max	20 Pts Max	100 Pts Max
Timmons Group	1001 Boulders Parkway, Suite 300, Richmond, VA 23225	17.25	16.50	7.50	15.75	20.00/\$672,000	77.00
VHB	100 Great Oaks Blvd, Suite 118, Albany, NY 12203	29.25	19.25	10.00	20.00	17.90/\$750,709	96.40
Respec	67 Water Street, Suite 109, Laconia, NH 03246	26.75	17.50	6.75	18.00	8.28/\$1,624,030	77.28
DBDriven	100 Riverside Parkway, Suite 201, Fredericksburg, VA 22406	10.75	12.00	4.50	11.00	11.20/ \$1,205,792	49.45

TechZavy	Minnesota BioBusiness Center, Suite 202, 221 1st Avenue SW, Rochester, MN 55902	0.00	0.00	0.00	0.00	0.00/\$517,180	0.00
Narinder Alliance	103 Carnegie Center, Suite 300, Princeton, NH08540	0.00	0.00	0.00	0.00	0.00/\$343,500	0.00

EVALUATION COMMITTEE MEMBERS		
Name	Title	Relevant Experience
Ben Wilson	Director/SHPO, Division of Historical Resources	Ben is currently the Director of the Division of Historical Resources, State Historic Preservation officer, Department of Natural and Cultural Resources. He has been in this position for four years and has a total of 30 years of experience in the field.
Nadine Miller	Deputy SHPO, Division of Historical Resources	Nadine oversees federally funded and permitted project review and assists agencies in determining effects to historic resources. She also functions and the Review and Compliance Manager at the DHR. She has been in this position for 5 years and has a total of 32 years of experience in the field.
Tanya Krajcik	Deputy State Archaeologist/Records and GIS Coordinator, Division of Historical Resources	Tanya is the Deputy State Archaeologist and Records & GIS Coordinator for the NHDHR. She has been with the NHDHR since 2005 and was heavily involved with the design and implementation of their EMMIT system.
Nicole Warren	IT Lead/EDS Supervisor, NH Department of Information and Technology	Nicole has managed all IT projects, budgets, RFP's, RFB's and contracts for DNCR over the last 22 years.



STATE OF NEW HAMPSHIRE

DEPT OF NATURAL AND CULTURAL RESOURCES

DIGITAL ONLINE USER GENERATED
REVIEW AND COMPLIANCE SYSTEM

DNCR - 2022-127

STATE OF NEW HAMPSHIRE
DEPT OF NATURAL AND CULTURAL RESOURCES
DoIT #2022-127 – DIGITAL ONLINE USER GENERATED REVIEW AND COMPLIANCE SYSTEM
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

FORM NUMBER P-37 (version 2/23/2023)

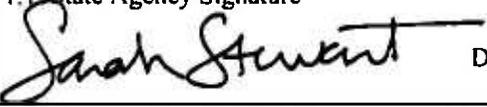
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name Vanasse Hangen Brustlin, Inc.		1.4 Contractor Address 100 Great Oaks Blvd, Suite 118; Albany, NY 12203-1924	
1.5 Contractor Phone Number 518-389-3636	1.6 Account Unit and Class 2841, 103-502664	1.7 Completion Date 7/31/26	1.8 Price Limitation \$750,709.00
1.9 Contracting Officer for State Agency Sarah Stewart		1.10 State Agency Telephone Number 603-271-2411	
1.11 Contractor Signature David Mulholland  Date: 8-24-2023		1.12 Name and Title of Contractor Signatory David Mulholland, Chief Technology Officer	
1.13 State Agency Signature  Date: 9/7/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: <i>Sheri Phillips</i> , AAG On: 10/3/2023			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and

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all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

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12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other

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portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

STATE OF NEW HAMPSHIRE
DEPT OF NATURAL AND CULTURAL RESOURCES
2022-127 – DIGITAL ONLINE USER GENERATED REVIEW AND COMPLIANCE SYSTEM
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to Three (3) years(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond July 31, 2029, under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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- 9.2.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 9.2.2** After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase any State data until directed by the State;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
 - g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
 - h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.
- 9.2.3** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").
- 9.2.4** This covenant in paragraph 9 shall survive the termination of this Contract.

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

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- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.
- 10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - d. is disclosed with the written consent of the disclosing Party.
- 10.6** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested

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information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.6 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.7 **The following Provisions are added and made part of the P37:**

27. FORCE MAJEURE

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

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

28. EXHIBITS/ATTACHMENTS

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

29. 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 Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. GOVERNMENT APPROVALS

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

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31. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Dept of Natural and Cultural Resources Contract Agreement DoIT #2022-127 P-37 as amended by Exhibit A and A-1.
- ii. State of New Hampshire, Dept of Natural and Cultural Resources Contract Exhibits in order of precedence:
 - a. Exhibits B and C;
 - b. Exhibit D;
 - c. Exhibit E;
 - d. Exhibit F;
 - e. Exhibit G
- iii. State of New Hampshire, Dept of Natural and Cultural Resources, DoIT #2022-127, Digital Online User Generate Review and Compliance System RFP dated September 14, 2022
- iv. Vendor Proposal Response to Dept of Natural and Cultural Resources, DoIT #2022-127, Digital Online User Generate Review and Compliance System RFP dated September 14, 2022.

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EM EXHIBIT A-1 – ARPA SPECIAL PROVISIONS**

**EXHIBIT A-1
ARPA SPECIAL PROVISIONS**

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor’s Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its

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implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDNCR may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

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Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDNCR may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei

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Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

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OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
 2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
 4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.
 5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
 6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL
REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL
REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

Vanasse Hangen Brustlin, Inc. (VHB) will develop a new, enterprise-wide, web-based, spatially enabled cultural resource information system referred to as the Digital Online User Generated Review and Compliance system (DOUG) that addresses the functionality and data requirements set forth in the New Hampshire Division of Historical Resources' (DHR) Request for Proposals (RFP). This will include the synchronization with the Enhanced Mapping and Management Information Tool (EMMIT), the existing search and management tool, which VHB wrote and maintains. To do so, VHB will use the architecture of the three existing Cultural Resource Information Systems (CRIS) VHB has developed and delivered over the years as a model.

More specifically, the functionality and user interface of the application will be based upon the current review and compliance portions of CRIS. CRIS is an enterprise system developed to record, view, and manage data concerning the cultural resources within New York State, Hawaii, and Pennsylvania. These systems provide both an external user interface for searching, viewing, and analyzing cultural resource information, as well as an internal user interface and workflow for State Historic Preservation Office (SHPO) users to guide them through the review process for various project types. Moreover, CRIS provides a fully digital submission process for end users, removing the need for paper files completely. CRIS is the solution developed for SHPOs to date (this contract will only involve the review and compliance functionality of CRIS and include the search module). CRIS is a state-of-the-art, web-based application written in Hypertext Markup Language (HTML) and JavaScript, with a middle-tier of secure web services that consume data stored in a centralized SQL Server database. An enterprise Esri Geodatabase is used to store all spatial features, while the ArcGIS Enterprise provides integrated Geographic Information Systems (GIS) functionality and interactive map displays throughout the application. CRIS is based on a robust security and privileges model to protect sensitive data such as archeological sites and associated documents. All services (including ArcGIS Enterprise) will be delivered using Secure Socket Layers (SSL) with hypertext transfer secure protocol (HTTPS), providing encryption for all data transmissions. SQL Server Reporting Services (SSRS) will be used for all pre-defined reports.

The Search module of DOUG will provide the user with significant query capabilities, allowing the user to search for cultural resources and related documents based on either a criteria-based search using the attribute data, or using a map-based spatial search leveraging the geographic features. The review and compliance functionality will provide the public with tools to submit Section 106 resource data to SHPO. The system will provide review functionality to SHPO users for the evaluation of submitted resource information. SHPO user can then decide what course to take with the submission: request additional information regarding the submission, create a new resource from the submission, reconcile/update an existing resource based on the submitted data, or ignore the submission.

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For the Resource Information System portion of DOUG, a wizard-like approach for the public to submit projects will be developed by VHB. DOUG will include a subset of project/data types focused on the data elements captured within the current review and compliance database. DOUG will include the functionality for submitting a resource. Once the user chooses a project type, DOUG will include options to create a new project, continue a project, or include more information on a project alongside an explanatory screen. The search capabilities within DOUG will provide a robust query interface, which implicitly allows flexible queries.

DOUG will include two separate views of a single application, one for external users (searching and digital submissions), the other for internal SHPO users (analysis, project review and processing). VHB will hold up to two (2), half-day, joint requirements/design workshops with the State project team to review and evaluate the existing data, as well as to identify, clarify, and finalize the details of the functional, data and architectural requirements of the application. VHB will then design and implement modifications to the database and associated modifications to the applications to best support the data, functional, user interface, and system requirements of the State.

Application Hosting

VHB will host the entire application and associated data (including PDF documents) for the State within their Microsoft Azure cloud environment. VHB will host both a production environment for the application, as well as a test environment for maintenance, support, and enhancements throughout the life cycle of the product.

Access and Security

DOUG will require the user to possess a login to access the system to gain additional functionality. VHB will use Esri's Portal for ArcGIS to manage user accounts for DOUG and authorization. Public users will create an account within the Esri Portal and use their Esri Portal credentials to login to DOUG. Once authenticated, the application will then authorize the credentials and privileges of the user utilizing the same technique as other CRIS systems. Users will be able to create new accounts in the system which will be validated via email confirmation.

Administration Module

VHB will modify the Administration module from NY CRIS to be included in DOUG. While the DOUG application will require far fewer administrative items, one of the key items to be included is user administration. The user administration will allow specified Division of Historical Resources (DHR) users to configure user accounts. This includes the ability to enable/disable user accounts and grant/revoke privileges such as archaeological privileges, etc.

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Technical Architecture

DOUG will be developed as a state-of-the-art, web-based application with a middle-tier of secure web services that consume data stored in a centralized SQL Server database. An enterprise Esri Geodatabase will be used to store all spatial features, while throughout the application (all mapping and GIS functionality will be based on the ArcGIS Maps SDK for JavaScript). DOUG will be based on a robust security and privileges model to protect sensitive data such as archeological sites and associated documents. All services (including ArcGIS Enterprise) are delivered using SSLs with HTTPS protocol, providing encryption for all data transmissions. The application must also leverage external GIS services such as map and geocoding services from Esri.

Web/Application Server

The web/application server will be at least a Windows 2019 Server with .NET Core 6.x runtime or higher, and Microsoft IIS serving as the web server software. This server will serve as the front-end web server for handling all incoming HTTPS requests from end users when first accessing the DOUG application. It will also be the application server for running as the middle tier to provide API REST endpoints. Esri's ArcGIS for Server will provide integrated GIS functionality and interactive map displays services to the application. More specifically, when end users attempt to access the application, it will handle the incoming HTTPS request, and after authenticating the user, it will serve the content required for the DOUG application. Secondly, all non-spatial data requests will be performed by a middle tier of .NET web services which will be called by the client-side application. The application server will in turn interact directly with the database server

Spatial Server

The spatial server will be a Windows 2019 Server (or higher) with IIS, and will be configured with ArcGIS Enterprise 10.8.1 or higher, and the Representational State Transfer (REST) API. This machine will be configured with a series of spatial services for consumption by the DOUG application running in the client browser. For all map/spatial services, the state will request a service from this server by calling a REST endpoint via a standard URL. This server will consume spatial data from the enterprise geodatabase via ArcGIS Portal web maps, which in turn consume data from ArcGIS Server map services.

Centralized Data Server

The database server will be a Windows 2019 Server (or higher) with SQL Server 2019 or higher. This will contain an enterprise geodatabase with a series of required geographic data sets, as well as the non-spatial tables which comprise the majority of the data tables for DOUG.

Enhancements/Releases

The DOUG application will be built on an existing code-base but will be modified to suit the needs of DHR. Once the system is fully functional and moves into the support and maintenance phase, all enhancements and release schedule will be mutually agreed upon between DHR and VHB. Within the first year of maintenance, releases will be on a monthly or bi-monthly basis, while subsequent years will be slightly longer between releases (quarterly). DOUG is not a custom application. Although DOUG will be configured for NH, it is comprised of common code-base elements of VHB's Cultural Resource Information System applications.

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Data Import/Export Standards

DOUG will be built upon the existing EMMIT database. In other words, there will be a single database that EMMIT and DOUG utilize. Project and resource data will be submitted directly to DHR using digital submission wizards. These wizards will provide an interactive map display for submitting the location and extent of geographic features such as the area of potential effects boundary or cultural resource locations. Additionally, the wizards will allow users to upload supporting documentation and photos for projects and resources as files (e.g., PDF, JPG). All data must be submitted via the wizards using a step-by-step process for an individual project or resource. Batch uploading of data is not required.

System Security

The DOUG application and all required data will be hosted by VHB within their Microsoft Azure environment. Esri's Portal for ArcGIS will be used to manage user accounts and authorization. Public users will create an account within the Esri Portal and use their Esri Portal credentials to login to DOUG. Once authenticated, the application which would then authorize the credentials and privileges of the user. Users will be able to create new accounts in the system which would be validated via email confirmation.

Security Testing

All DOUG communications must occur over HTTPS and utilize tokenized web services for all communications between tiers. A third-party firm will be used to scan the software for vulnerabilities as well as to conduct penetration testing and will share all scanning results with DHR.

Historical Data

VHB will focus the migration efforts on key data sets such as the current Review and Compliance database (Access) and relevant GIS data. The State will provide all Review and Compliance database materials to VHB on a USB drive or other mutually agreed upon media for VHB to perform the initial evaluation and review of all data on-site during the data review. If desired, the media will be physically picked up at the State offices, then transported to the VHB offices. After the data is copied to disk space within the VHB environment, the media will be physically delivered back to the State offices by VHB staff.

Documentation

All manuals and documentation will be created based upon the version of the application that is being used for acceptance testing. An online help system will be developed using HelpSmith; a Help authoring package. HelpSmith allows a single point of help authoring such that the same documentation can be published as an HTML-based online help system for the DOUG application, as well as exported as user manuals in PDF format. The System Administrator Manual will be developed by VHB using MS Word and provided in both Word and PDF formats to DHR.

VHB will develop and deliver the following manuals:

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System Administrator Manual - This will provide details on the configuration and architecture of the system, as well as the relationship between components. This will represent the “as-built” reference documentation of the system.

User Manual - This will focus on the user interface and functionality. It will be exported from the online help system that is created in HelpSmith.

Deliverables Summary

The list below is a summary of the deliverables that will be provided throughout the project.

- Kickoff Meeting
- Project Plan
- Final Requirements Document
- Design Document
- Data Migration
- Development of EMMIT Synchronization Script
- DOUG Application
- Acceptance Test Scripts/ Acceptance Testing
- Online Help and User Manual
- System Documentation
- User Training
- System Technology Transfer
- Production Installation
- Monthly Reports and Status Meetings
- Maintenance and Support during Operational Use

2. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

2.1 Compliance Requirements – N/A

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3. ACTIVITY, DELIVERABLE, AND MILESTONE

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE	PROJECTED DELIVERY DATE	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	8/1/2023	\$ 18,574
2	Work Plan	Written	8/15/2023	\$ 18,000
3	Project Status Reports	Written	9/1/23 - 7/28/24	\$ 9,000
4	Security Plan	Written	8/22/2023	\$ 9,000
5	Communications and Change Management Plan	Written	8/39/2023	\$ 9,000
6	Software Configuration Plan	Written	9/5/2023	\$ 9,000
7	Systems Interface Plan and Design/Capability	Written	9/12/2023	\$ 9,000
8	Testing Plan	Written	9/19/2023	\$ 9,000
9	Data Conversion Plan and Design	Written	9/26/2023	\$ 9,000
10	Deployment Plan	Written	10/6/2023	\$ 9,000
11	Comprehensive Training Plan and Curriculum	Written	10/13/2023	\$ 9,000
12	End User Support Plan	Written	10/20/2023	\$ 9,000
13	Business Continuity Plan	Written	10/27/2023	\$ 9,000
14	Documentation of Operational Procedures	Written	6/28/24	\$ 9,000
INSTALLATION				
15	Provide Software Licenses if needed	Written	10/5/2023	included in table E-1.3
16	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	7/5/2024	\$ 256,289
TESTING				
17	Conduct Integration Testing	Non-Software	10/1/23 - 6/28/24	\$ 18,000
18	Conduct User Acceptance Testing	Non-Software	7/5/24 - 7/19/24	\$ 18,000

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19	Perform Production Tests	Non-Software	7/5/24 - 7/19/24	\$ 18,000
20	Test In-Bound and Out-Bound Interfaces	Software	7/5/24 - 7/19/24	\$ 18,000
21	Conduct System Performance (Load/Stress) Testing	Non-Software	7/5/24 - 7/19/24	\$ 18,000
22	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	7/5/24 - 7/19/24	included in table E-1.3
SYSTEM DEPLOYMENT				
23	Converted Data Loaded into Production Environment	Software	7/5/2024	\$ 18,000
24	Conduct Training	Non-Software	6/28/24 - 7/12/24	\$ 18,000
25	Cutover to New Software	Non-Software	7/31/2024	\$ 18,000
26	Provide Documentation	Written	6/28/2024	\$ 18,000
OPERATIONS				
27	Conduct Project Exit Meeting	Non-Software	7/31/2024	\$ 9,000
Total				\$ 571,863

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional

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Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

4.2 Software Deliverables Review and Acceptance

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

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

5. CHANGE ORDER

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

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6. IMPLEMENTATION SERVICES

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

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

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

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

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

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7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Larry Spraker
518.389.3636
LSpraker@vhb.com

7.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Elizabeth Arabadjis
518.389.3635
EArabadjis@VHB.com

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Eight (8) hours of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten

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(10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

James Samek
Solution Architect/Lead Developer

Christine Smith
Senior GIS Analyst

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. Termination for Lack of Project Management and Key Project Staff

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

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

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

Tanya Krajcik
603-271-6568
Tanya.e.krajcik@dnrc.nh.gov

7.2.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Nadine Miller
603-271-6628
Nadine.m.miller@dnrc.nh.gov

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The State Project Manager’s duties shall include the following:

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

8. WORK PLAN

The Contractor’s Project Manager and the State Project manager shall finalize the Work Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section. The work plan illustrates four delivery milestones (beta versions) during the application development cycle. In each delivery milestone, the current version of the application will be installed within the test environment for formal evaluation and testing.

Project Schedule:

	2023					2024						
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Kickoff Meeting	★											
System and Data Review	XXXX											
Requirement Analysis	XXXX											
Design	XXX XX											
Application Development		XXXX XXXXX XXXXX XXXXX				XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX						
Data Migration		XXXX XXXXX XXXXX										
Beta 1 Release					★							
Beta 2 Release						★						
Pre-Release								★				
Final Candidate Release											★	
Documentation										XXXXXX XXXXXX		
User Training											XX	
System Technology Transfer											X XX	
Acceptance Testing												XXX
Production Installation												★
Status Meeting		XXXXXX XXXXX XXXXX XXXXX				XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX						XXX
Exit Meeting												★

The project will begin with a virtual kickoff meeting between members of the VHB project team and the State internal project team. A written agenda will be distributed prior to this meeting. The objectives of this meeting will include, but will not be limited to, the following:

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- Project team/key staff introductions
- Identification of all contact persons for the State
- Review of the project logistics
- Review of the status reporting formats
- Review of the staff to participate in the requirements workshops
- Review of the overall work plan, scope of work, and project schedule

Monthly status meetings will be held via conference call or in person at the DHR offices. These status meetings will serve as a means of reviewing progress, planning and prioritize upcoming tasks, identifying future resource requirements, and providing an opportunity for input and feedback. These meetings will also provide a forum for the resolution of complex issues. If necessary, special meetings may be held to address specific issues and to maintain a constant collaboration between State and the VHB project team. These special meetings will be held via conference call/web meetings unless special circumstances require an on-site meeting. A monthly project status report will be developed and submitted by the VHB project team outlining the progress, issues, risks, and resource requirements, etc. The monthly report will serve as the focal point for the monthly status meetings.

System and Data Review

This task will focus on performing an in-depth, on-site review and analysis of the relevant hardware, software, data, and business processes at the DHR. VHB will begin this task immediately following the kickoff meeting. This analysis will include systems such as the Review and Compliance application and database, GIS data, and other related materials. The data to be reviewed includes, but is not limited to, the following:

- MS Access databases (e.g., Review and Compliance)
- GIS data
- Other relevant databases and documents
- Scanned documents and indexes
- Relevant hardcopy records
- While the initial review and analysis will be performed jointly with DHR staff following the kickoff meeting, the VHB team will be provided with a copy of the database(s)/file(s) by the DHR for further off-site review and analysis.
- Requirements Analysis

VHB will hold a requirements workshop with the State to clarify, expand upon, and prioritize the requirements of the application, and to finalize the system scope. Senior members of the VHB team (Project Manager, Lead Developer/Solution Architect, GIS Team Lead) will conduct two half-day workshops with key staff members from DHR and any other relevant State staff to review and discuss the requirements and design of the application. These workshops will be conducted virtually via a web meeting and will occur within two weeks of the kickoff. VHB will begin the requirements analysis with a demonstration of an existing CRIS systems to provide the attendees with a solid understanding of the current functionality and user interface that will be used as the foundation for the DOUG application. At the conclusion of this analysis, a requirements traceability matrix (RTM) will be developed that outlines the specific final

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requirements on which the system will be based. These requirements will be used throughout the project and will form the basis of the user acceptance testing at the conclusion of the project.

Database and Application Design:

Based on the results of the data review and requirements analysis tasks, the VHB team will finalize the design modifications to both the underlying database and the CRIS applications to accommodate the data, as well as functional and system requirements of the application.

The design process will analyze many factors including, but not limited to, the following:

- Required functions and workflow
- User interface requirements
- Required data sets (e.g., GIS feature classes, views, tabular databases, scanned documents)
- Data and information flow within the application
- System access, user authentication/authorization, and security
- Database design changes

Output products (e.g., maps, reports, exported data)

This task will result in the development of a brief application design document by VHB that outlines the above design concepts.

Application Development

Following the database and application design, the development of the DOUG application will begin. The application development cycle will be an iterative release approach, where a component of the system is developed and released to the State project team by VHB on the test servers for review and comment. This Agile approach will ensure progressive elaboration and transparency within an iterative process that encompasses development, review, user acceptance, testing and evaluation. The functional requirements will be prioritized into a product backlog and will be progressively organized into “sprints” of development. At the end of each sprint, the VHB team will demonstrate the functionality developed to SHPO for immediate feedback which will be logged and included in the next sprint.

Data Migration/ Development of EMMIT Sync Script

This task will entail migrating the existing data from the existing Access databases (e.g., Review and Compliance) and GIS data sets into the new database. In addition, DOUG will integrate with EMMIT. VHB will achieve the migration of the data by writing migration programs/ scripts that can read the existing data and export the appropriate data into the new database. This will allow testing of the migrated data, and if issues are detected, the data can be re-migrated after changes to the scripts. Additionally, by migrating the data via scripts, the scripts can be run for a final migration at the end of the project when the application is ready to move into operational use. Finally, a script will be developed which will sync updated data with the EMMIT application such that new resources and related data are made available to end users of EMMIT.

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Documentation

VHB will create all manuals and documentation based upon the version of the application being used for acceptance testing. An online help system will be developed using HelpSmith, a Help authoring package. HelpSmith allows a single point of Help authoring such that the same documentation can be published as an HTML-based online help system for the application, as well as exported as user manuals in PDF format. The System Administrator Manual will be developed using MS Word and provided in both Word and PDF formats to DHR. VHB will develop and deliver the following manuals:

System Administrator Manual: This will provide details on the configuration and architecture of the system, as well as the interrelations between components. This will represent the “as-built” reference documentation of the system.

User Manual. This will focus on the user interface and functionality. As stated above, it will be exported from the online help system that is created in HelpSmith.
System Technology Transfer

Production Installation

When the final version of the application has been accepted, and the final data migration has occurred, the application and system will be migrated from the test servers to the production environment and deployed for operational use by VHB. The production environment will undergo extensive testing by VHB to evaluate the stability of the production environment for operational use.

Exit Meeting

At the conclusion of the project, when the application has moved into production, an Exit meeting will be held to summarize the details of the project and to prepare both the State and VHB for operational use and the maintenance period. This meeting will allow the State and VHB to discuss the hosting of the application, data update procedures, and the logistics surrounding the annual maintenance and support. This will set a clear path forward for properly supporting the application use within the production environment by end users.

9. ACCEPTANCE & TESTING SERVICES

During the application development cycle, the VHB team will perform a significant level of testing that includes unit, integration, validation and acceptance testing.

Unit testing, integration and validation testing:

Performed by the programmer to test individual units of code (unit testing), and the integration of multiple units of code (integration testing). Validation testing is performed by a separate quality assurance/quality control (QA/QC) specialist on the VHB team to test a functional component provided by the programmers. These testing phases are conducted by the VHB staff during each iterative release during the development cycle. While there will be many iterations where the application is revealed to the State for review and comment, there will be four delivery milestones (beta versions) during the application development cycle. Groups of sprints will be organized into

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milestone releases that will be deployed within the test environment for more formal User Acceptance Testing (UAT). In each delivery milestone, the current version of the application will be installed within the test environment for formal evaluation and testing. Each version will be evaluated and tested by DHR, with issues identified in the online defect tracking system (e.g., Jira Service Desk). Each milestone release will be provided to DHR with a “Known Issues” document to inform DHR of issues that exist in the release such that they do not record these issues.

Acceptance Testing

While testing will occur throughout the application development cycle, VHB will provide DHR final acceptance testing with a series of test scripts to allow DHR to test the application’s conformance to the original requirements. Acceptance testing will occur when the application reaches Final Candidate status prior to migration to the production environment. Test scripts will have a series of steps that can be followed, indicating the objective, the specific user actions, and the expected result. Each step is rated as pass or fail. If the results of any step do not match the expected result, the step is rated as failed by the tester. The tester will provide VHB with any additional comments that are relevant to the explanation of the reason for failure, including screen captures of any errors encountered and confirmation that the steps followed were in agreement with the test scripts. The application will not be considered accepted unless it passes the specific steps in each test script of the acceptance test. If a test is failed, then the required changes will be made to the application, after which the failed test script(s) will be re-executed and evaluated. Formal written test scripts will be written to address key functionality jointly agreed upon by the VHB and DHR teams. DHR testers will be responsible for testing the application thoroughly during the acceptance test period and providing feedback on issues identified to the VHB team.

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

VHB will provide maintenance and technical support during the first three (3) years of operation. Maintenance and support will not include enhancing or adding additional functionality to the application, but concepts and ideas that are entered by DHR staff and logged into this category will be tracked for planning of future releases.

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10.2 System Support

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

All issues identified by DHR will be reported to VHB as follows:

For important issues that require immediate attention, designated staff from DHR will call VHB as stated in the requirements above. For minor issues that simply need to be logged and put into a bug queue, VHB will use a web-based application called Jira for all bug/defect tracking and reporting. Jira will be used throughout the project life cycle, allowing DHR staff to submit issues identified via a form, which will then be processed by VHB staff and categorized by severity. Issues will then either assigned to the appropriate developer to address, or further information will be requested of the submitter. The submitter will attach one or more screenshots (if applicable) illustrating the issue. Each issue submitted will have a unique identifier allowing its status to be tracked until resolved. DHR staff will have individual logins to track the status of any issue submitted.

All issues to be addressed, including those reported via phone or email, will be logged and tracked in Jira. VHB will provide DHR with full contact information for a primary, secondary, and tertiary point of contact for help desk/support. The help desk and remote support services will be available during the regular business hours DHR staff will be the first point of contact for all end users, such that DHR staff will be the first to attempt to assist users with questions and solve any issues prior to contacting VHB. If DHR staff cannot resolve the issue, then a pre-designated staff from DHR will contact VHB.

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

Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty-four (24) business hours of a request;

Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

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10.3 Support Obligations

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- I. nature of the Deficiency;
- II. current status of the Deficiency;
- III. action plans, dates, and times;
- IV. expected and actual completion time;
- V. Deficiency resolution information;
- VI. resolved by;
- VII. identifying number i.e. work order number; and
- VIII. issue identified by; and

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- I. mean time between Reported Deficiencies with the Software;
- II. diagnosis of the root cause of the problem; and
- III. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

10.4 Contract Warranties and Representations

10.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

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10.4.2. Software

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

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

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

10.4.3. Compatibility

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

10.4.4. Services

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

11. DATA PROTECTION

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

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- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.1 Data Location

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

11.2 Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

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- c. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

- 11.3.1** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2** The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3** The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
- a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and

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- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

12. SOFTWARE AGREEMENT

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

13. ADMINISTRATIVE SERVICES

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

14. TRAINING

The Contractor shall provide the following Training Services:

User Training Approach

Two general audiences for training courses that are proposed: internal Users (DHR staff) and external users (federal and state agencies, consultants, etc.). The VHB team will develop and deliver training courses for both the internal and external users of the DOUG system. The courses described below will be conducted as live, instructor led webinars. Each session will be conducted using a mutually acceptable web meeting platform (e.g., Zoom, Teams), and will be based on slide presentations and application demonstrations. Each training webinar will be recorded and provided as MP4 video files to DHR for future viewing by any end users that have not yet taken the course, any user that would like to repeat portions of the course, as well as any new end users in the future.

Internal User Training

The first set of courses will be geared towards internal DHR staff who will be responsible for reviewing, managing and processing the incoming data. The courses provided for internal users will be as follows:

Introduction to DOUG for DHR Staff

This class will be a 1.5-hour course which will focus on providing an introductory overview of DOUG including the architecture, functionality, terminology, user interface and available data. This training will focus on functionality that is common throughout the system such as navigating the map display(s), searching the system (criteria and spatial searching), reviewer inboxes, submissions and reviews, requesting more information, etc.

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Reviewing and Processing Projects/Resources

This class will be a 4-hour course which focuses on the specific functionality for reviewing, processing, and managing section 106 projects.

External User Training

The VHB team will develop and deliver separate training courses for the external users of the DOUG system. The courses described below will be conducted as live, instructor led webinars and will be recorded. The courses recommended for external users are as follows:

Introduction to DOUG for External Users

This class will be a 1.5-hour course which focuses on providing an introductory overview of DOUG including the functionality, terminology, user interface and available data. Similar to the internal class, this session will focus on functionality that is common throughout the system. This will focus on topics such as logging in/system access, external user dashboard/user interface, navigating the map display(s) and searching the system (criteria and spatial searching).

Submitting Projects and Information

This class will be a three (3) hour training course which will focus on how to submit new projects, and resources to DHR using the digital submission wizards. Additionally, this will cover how to manage/track project status, as well as how to respond to DHR requests for more information.

User Training

An end-user training session will be provided via webinar by VHB. This half-day class will focus on an overview of the entire DOUG application from an end-user perspective, including user interface, general concepts, criteria searching, spatial searching and analysis, reporting, document access, security, and more. This class will be presented with a “train-the-trainer” orientation such that DHR staff can offer a similar training course to external users, if desired. DHR will be required to provide space for the students and, optionally, a series of computers with internet access for the students to use. The training will be conducted as a combination of lectures and demonstration. All classes will utilize the application within the hosted test environment (not production). A PowerPoint presentation will be developed by VHB to provide some of the material for the training. Additional materials will include the manuals, documentation, and online Help that was created by VHB. The number of participants for each class are based on the space available at the DHR. Additionally, a series of brief training videos (no more than five) will be produced. These can be distributed to end users via the DHR website, YouTube, etc. The videos will focus on demonstrating key elements of the application, such as a general overview of the user interface, performing a criteria search, performing a spatial search, accessing scanned documents, and generating reports/exporting data. These videos will provide a narrated example of system functionality for the given topic.

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In addition to the end-user training described above, a half-day training session will be provided to DHR and IT staff that will be responsible for understanding the DOUG application Architecture by VHB. While the application will be hosted by VHB—and nearly all system administration/maintenance will be performed by VHB—this training will focus on assisting attendees to understand the system architecture and configuration, and to provide an overview of tasks required for system maintenance, configuration, and administration. Most importantly, particular attention will be focused on the data publishing workflow and scripts that will regularly publish the latest GIS and tabular data, as well as new scanned documents provided to VHB for integration within the DOUG application.

15. MERCHANT CARD SERVICES – N/A

16. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

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

4. INVOICING

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

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

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Natural and Cultural Resources
Tanya Krajcik
172 Pembroke Road
Concord, NH 03301

6. PAYMENT ADDRESS

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

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7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

10. PAYMENT SCHEDULE

10.1 Contract Type

10.1.1. Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE	PROJECTED DELIVERY DATE	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	8/1/2023	\$ 18,574
2	Work Plan	Written	8/15/2023	\$ 18,000
3	Project Status Reports	Written	9/1/23 - 7/28/24	\$ 9,000
4	Security Plan	Written	8/22/2023	\$ 9,000
5	Communications and Change Management Plan	Written	8/39/2023	\$ 9,000
6	Software Configuration Plan	Written	9/5/2023	\$ 9,000
7	Systems Interface Plan and Design/Capability	Written	9/12/2023	\$ 9,000
8	Testing Plan	Written	9/19/2023	\$ 9,000
9	Data Conversion Plan and Design	Written	9/26/2023	\$ 9,000
10	Deployment Plan	Written	10/6/2023	\$ 9,000

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11	Comprehensive Training Plan and Curriculum	Written	10/13/2023	\$ 9,000
12	End User Support Plan	Written	10/20/2023	\$ 9,000
13	Business Continuity Plan	Written	10/27/2023	\$ 9,000
14	Documentation of Operational Procedures	Written	6/28/24	\$ 9,000
INSTALLATION				
15	Provide Software Licenses if needed	Written	10/5/2023	included in table E-1.3
16	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	7/5/2024	\$ 256,289
TESTING				
17	Conduct Integration Testing	Non-Software	10/1/23 - 6/28/24	\$ 18,000
18	Conduct User Acceptance Testing	Non-Software	7/5/24 - 7/19/24	\$ 18,000
19	Perform Production Tests	Non-Software	7/5/24 - 7/19/24	\$ 18,000
20	Test In-Bound and Out-Bound Interfaces	Software	7/5/24 - 7/19/24	\$ 18,000
21	Conduct System Performance (Load/Stress) Testing	Non-Software	7/5/24 - 7/19/24	\$ 18,000
22	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	7/5/24 - 7/19/24	included in table E-1.3
SYSTEM DEPLOYMENT				
23	Converted Data Loaded into Production Environment	Software	7/5/2024	\$ 18,000
24	Conduct Training	Non-Software	6/28/24 - 7/12/24	\$ 18,000
25	Cutover to New Software	Non-Software	7/31/2024	\$ 18,000
26	Provide Documentation	Written	6/28/2024	\$ 18,000
OPERATIONS				
27	Conduct Project Exit Meeting	Non-Software	7/31/2024	\$ 9,000
Total				\$ 571,863

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10.1.2. Software License Pricing

Table 10.1.2 - SOFTWARE LICENSE PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL COST
1	ArcGIS Enterprise (Server and Portal)	\$ 16,486
2	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	\$ 12,000
TOTAL		\$ 28,486

10.1.3. Software Operations, Maintenance and Support Pricing

Table 10.1.3 - SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET				
SOFTWARE NAME	YEAR 1	YEAR 2	YEAR 3	TOTAL
ArcGIS Enterprise (Server and Portal)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
TOTAL				
	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000

10.1.4. Hosting Pricing

Table 10.1.4 - HOSTING DETAIL PRICING WORKSHEET				
HOSTING DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	TOTAL
Azure Virtual Machine for ArcGIS Enterprise (\$400/mo)	\$ 4,800	\$ 4,800	\$ 4,800	\$ 14,400
Azure Application Gateway - web traffic load balancer (\$150/mo)	\$ 1,800	\$ 1,800	\$ 1,800	\$ 5,400
Azure App Service - application housing (\$100/mo)	\$ 1,200	\$ 1,200	\$ 1,200	\$ 3,600
Azure SQL Server - database (\$100/mo)	\$ 1,200	\$ 1,200	\$ 1,200	\$ 3,600
Azure Storage - documents and photos (\$10/mo)	\$ 120	\$ 120	\$ 120	\$ 360
TOTAL				
	\$ 9,120	\$ 9,120	\$ 9,120	\$ 27,360

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10.1.5. Other Cost Pricing

Table E-1.5 contains VHB's projected annual maintenance support costs for the three years following the 1st year of development and delivery of the DOUG application.

Table 10.1.5 - OTHER COST PRICING WORKSHEET				
OTHER COST DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	TOTAL
VHB annual maintenance support (\$180/hr, 200 hrs)	\$ 36,000	\$ 36,000	\$ 36,000	\$ 108,000
TOTAL	\$ 36,000	\$ 36,000	\$ 36,000	\$ 108,000

10.1.6. Implementation Pricing Summary

Table 10.1.6 IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	TOTAL COST
E-1.1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	\$ 571,863
E-1.2	Software License Pricing (Total from Software License Pricing Worksheet)	\$ 28,486
E-1.3	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	\$ 15,000
E-1.4	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	\$ 27,360
E-1.5	Other Pricing (Total from Other Cost Pricing Worksheet)	\$ 108,000
GRAND TOTAL		\$ 750,709

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10.1.7. Contractor Staff, Resource Hours and Rates Worksheet

Table 10.1.7 - VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET								
VHB's hourly rates for reference purposes only.								
	PRINCIPAL	PROJECT MANAGER	BA / LEAD DEV	DEVELOPERS	QA / TESTING	ADMIN	DATA MIGRATION	CLOUD / SOFTWARE
Planning And Project Management	8	270	140	4	5	20	3	30
Installation (Development)	0	20	340	810	200	0	8	70
Data Migration	0	40	120	0	40	0	200	24
Testing	4	60	45	80	40	0	20	0
System Deployment	0	0	72	80	60	0	30	46
Operations	10	50	90	40	52	0	0	16
Total Hours	22	440	807	1014	397	20	261	186
Hourly Rate	\$ 270	\$ 206	\$ 215	\$ 169	\$ 146	\$ 130	\$ 103	\$ 231
Vendor Resource Price Total (Hours X Rate)	\$ 5,940	\$90,640	\$ 173,505	\$ 171,366	\$ 57,962	\$2,600	\$ 26,883	\$ 42,966

10.1.8. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

Table 10.1.8 FUTURE VENDOR PRICING WORKSHEET			
VENDOR ROLE	SFY 2024	SFY 2025	SFY 2026
Principal	\$ 270	\$ 275	\$ 280
Project Manager	\$ 206	\$ 211	\$ 216
BA / Lead Dev	\$ 215	\$ 220	\$ 225
Developers	\$ 169	\$ 174	\$ 179
QA / Testing	\$ 146	\$ 151	\$ 156
Admin	\$ 130	\$ 135	\$ 140
Data Migration	\$ 103	\$ 108	\$ 113
Cloud / Software	\$ 231	\$ 236	\$ 241

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. VHB will test the Software for defects prior to delivery and will not intentionally deliver software with a virus or other defect to provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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Contractor Initials: TA

Date: 8-24-2023

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

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

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

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

Unless specified otherwise in this agreement,

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

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

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

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10. Software Escrow. Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- (a) Contractor has made an assignment for the benefit of creditors;
- (b) Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (c) A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets;
- (d) Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- (e) Contractor defaults under the Contract; or
- (f) Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION –

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract. The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Development Team Lead	Project Manager	5 Days
First	Project Manager	DHR Director	10 Days
Second	Principle-in-Charge	DNCR Commissioner	15 Days

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

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal

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officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

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- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request).

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement – N/A

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

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EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
CRIS	Cultural Resource Information System
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.

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Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
DHR	New Hampshire Division of Historical Resources implements Section 106 of the National Historic Preservation Act in the State of New Hampshire
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DOUG	Digital Online User Generate Review and Compliance System. This program will be an online platform in which users will be able to submit Section 106 Review and Compliance materials for review by the DHR.
EMMIT	Enhanced Mapping and Management Information Tool. EMMIT is a map-based online inventory of the historic and archaeological records on file at the NH Division of Historical Resources, NH's State Historic Preservation Office.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
GIS	System to capture, store, check and displaying data related to positions on Earth's surface

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Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Section 106/Review and Compliance	Section 106 of the National Historic Preservation Act. Section 106 of the National Historic Preservation Act of 1966 (NHPA) requires federal agencies to consider the effects on historic properties of projects they carry out, assist, fund, permit, license, or approve throughout the country.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.

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SHPO	State Historic Preservation Office also known as the New Hampshire Division of Historical Resources that implements federal and state historic preservation programs.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
SSRS	SQL Server Reporting Services - is a server-based report generating software system from Microsoft administered via a Web interface, it can be used to prepare and deliver a variety of interactive and printed reports.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

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Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
VHB	Vanasse Hangen Brustlin
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Attachment 1 - Table of Business and Technical Requirements

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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ATTACHMENT 1

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
INSTALLATION					
B1.1	Develop an intuitive and user-friendly 2-sided Vendor hosted web-based System for a submission processing platform, for Submitter and NHDHR Staff	M	Yes	Standard	Front-end Angular application with a .Net middle-tier API and back-end SQL Server/ArcGIS Enterprise Geodatabase.
B1.2	System will incorporate all existing digital data (Access 2016) to be used by the web application.	M	Yes	Standard	Microsoft Access data to be migrated into SQL Server database.
B1.3	Vendor should create a platform that can be sustained and updated by DHR staff as projects are added to the system. The platform should make new data and data updates available in near real-time to authorized users	M	Yes	Standard	The application will be full CRUD (create, read, update, delete) and will allow for real-time data maintenance, including GIS features.
B1.4	Provide software licenses if necessary.	M	Yes	Standard	To be discussed during the requirements analysis
TRAINING					
B2.1	The vendor will be responsible for the development and execution of a comprehensive training program and for the preparation of all associated training materials. The DHR anticipates two (2) of its staff members will require training.	M	Yes	Standard	User/Admin manuals will be developed which will serve as the primary materials for training.
B2.2	End user training - train DHR stff in the use of the various components of the application.	M	Yes	Standard	An on-site training session will be provided to DHR staff.
B2.3	System administrator training - train DHR staff in the management and maintenance of the application and its underlying databases	M	Yes	Standard	An on-site training session will be provided to DHR staff.
B2.4	Train the Trainer - provide instruction to DHR staff to enable them to provide instruction to other DHR staff to enable them to provide applications user level training to additional users	M	Yes	Standard	An on-site training session will be provided to DHR staff.

B2.5	As part of the training program, the vendor must also prepare the following manuals, in hard copy and digital format, for use and distribution by DHR: a. Systems User's Manual; b. System Administrator's Manual (and optional video)	M	Yes	Standard	A user manual and and system administrator manual will be developed and delivered.
DATA CONVERSION REQUIREMENTS					
B3.1	The Review and. Compliance Access database shall be migrated as part of this project	M	Yes	Standard	
APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION FUNCTIONALITY					
A1.1	Create a Search that is both spatially and keyword based.	M	Yes	Standard	
A1.2	Provide Resource Inventory Management.	M	Yes	Standard	
A1.3	Platform must synchronize with DHR's existing EMMIT web-based GIS system.	M	Yes	Standard	The intention is to minimally impact EMMIT during the development and deployment of DOUG.
A1.4	Create a platform that provides view, display, upload, and print capabilities using a combination of map displays and attribute listings.	M	Yes	Standard	
A1.5	The system must include GIS functionality (i.e. pan, zoom identify, measure, plot).	M	Yes	Standard	
A1.6	The system shall have the ability to create custom queries by data fields defined during system design.	M	Yes	Standard	Will discuss during design sessions.
A1.7	The system must be able to generate PDF reports of submitted projects and resources created within the system.	M	Yes	Standard	
A1.8	DHR Staff and Submitters shall have the ability to track RPR progress at certain phases.	M	Yes	Standard	

VHB | Digital Online User Generated Review and Compliance System

A1.9	Progress indicators should be provided for any process that takes more than 3 seconds to complete.	M	Yes	Standard	
APPLICATION USABILITY					
A2.1	The application must include an online help system to assist users.	M	Yes	Standard	
A2.2	The system shall include default values or sample entries where relevant and possible	M	Yes	Standard	
A2.3	The system must comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).	M	Yes	Standard	
A2.4	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	We will use standard SQL to work with the database and JSON for network communication.
A2.5	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	
A2.6	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	
APPLICATION SECURITY					
A3.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Propose using the Esri ArcGIS Portal software for user authentication.

VHB | Digital Online User Generated Review and Compliance System

A3.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Within Esri ArcGIS Portal, users will be placed in groups. Groups will dictate roles/permissions. Within DOUG, roles/permissions will be on a per user basis.
A3.3	Enforce unique user names.	M	Yes	Standard	Esri ArcGIS Portal requires unique usernames.
A3.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Administrator accounts will have the same password requirements as registered users.
A3.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Configurable within Portal.
A3.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Third-part authentication via Oauth with Esri ArcGIS Portal. Passwords are not stored within DOUG.
A3.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Configurable within Esri ArcGIS Portal.
A3.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	Configurable via Esri ArcGIS Portal user license level.
A3.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Configurable via Esri ArcGIS Portal and API Tokens.
A3.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	Will be stored within the Azure app service or Azure key vault.

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A3.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	No	NA	Using Esri ArcGIS Portal, we would not have access to failed authentication attempts. All authorization failures will be logged via the API. Ok w/the State - 5/2/2023
A3.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	Logging will be enabled within the API and stored in the database.
A3.13	All logs must be kept for (60- days, weeks, or months).	M	Yes	Standard	Will use a scheduler within the API to clear log entries older than 60 days.
A3.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	Logging out will destroy the Esri ArcGIS Portal and API tokens.
A3.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	
A3.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	
A3.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A3.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	
A3.19	Utilize change management documentation and procedures.	M	Yes	Standard	
TESTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments

APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	No	NA	Using Esri ArcGIS Portal, we would not have access to failed authentication attempts. OK w/the State 5/2/2023
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	All communication will occur over HTTPS (SSL) protocol which serves as the encryption mechanism.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard	

T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	Logging will be enabled within the API and stored in the database.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard	

T1.13	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	VHB works with several third party vendors on security reviews and this would be discussed further during requirements analysis.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard	
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	
HOSTING-CLOUD REQUIREMENTS					

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - 5/2/2023.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - 5/2/2023.
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - 5/2/2023.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - 5/2/2023.
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	Within the Azure Cloud Hosting Environment

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H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	Within the Azure Cloud Hosting Environment
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	Within the Azure Cloud Hosting Environment
H1.8	The Vendor shall monitor physical hardware.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - 5/2/2023.
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - 5/2/2023.
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	

H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - redundant instances - 7/19/2023
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	Azure SQL PAS (Platform as a Service) Database - backed up in real time (7 days for point-in-time recovery) - long term back-ups can be set for any time.
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok with this - redundant instances - 7/19/2023

H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State’s application and data is protected.	M	Yes	Standard	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	No	NA	Application/API/Database to be hosted in Azure Cloud State ok - 5/2/2023
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State’s hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	

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H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	To the best of our knowledge there is no Personal Identifiable Information (PII) data. We are aware however that there is sensitive data. If extra security is needed there could be additional costs for hosting. State has confirmed there is no PII - current security on database is good. 5/23/2023.
SERVICE LEVEL AGREEMENT					

VHB | Digital Online User Generated Review and Compliance System

H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00 am to 4:00 pm- Monday through Friday EST.	M	Yes	Standard	

<p>H4.6</p>	<p>The Vendor shall conform to the specific deficiency class as described: Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
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<p>H4.7</p>	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>H4.8</p>	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>H4.9</p>	<p>A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	
PROJECT MANAGEMENT					
State Requirements			Vendor		

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	
P1.4	Vendor shall provide detailed bi-weekly or monthly status reports depending on stage/progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format-on-Line, in a common library or on paper).	M	Yes	Standard	

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 VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. 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: 104275

Certificate Number : 0006322687



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of a Vote taken at a meeting of the Board of Directors of the Corporation, on January 25, 2023, at which a quorum of the Board was present and voting.

VOTED:

That David Mulholland is Chief Technology Officer for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional service contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that David Mulholland is Chief Technology Officer for this Corporation.

ATTEST:

Date: September 26, 2023


Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2023

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 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	781-245-5400	CONTACT NAME: Christopher A. Poole PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS:														
INSURED Vanasse Hangen Brustlin, Inc. VHB Eng Surveying Landscape Arch & Geology PC VHB Eng NC PC; Vanasse Hangen Brustlin LLC VHB Metro DC LLC; Brinkerhoff Env Services Inc. Survey Eng Resources LLC POB 9151 Watertown, MA 02471		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Fire Ins Co Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Transportation Insurance Co.</td> <td>20494</td> </tr> <tr> <td>INSURER C: The Continental Ins Co.</td> <td>35289</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins Co Hartford	20478	INSURER B: Transportation Insurance Co.	20494	INSURER C: The Continental Ins Co.	35289	INSURER D: Continental Casualty Company	20443	INSURER E: XL Specialty Insurance Company	37885	INSURER F:	
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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 IWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6018141932 NO DEDUCTIBLE INCL XCU COVERAGE	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ValPapers \$ 1,500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/ AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6018203376	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6018203362 FOLLOWS FORM	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	6017185236 7033851844 - CALIFORNIA	05/01/2023 05/01/2023	05/01/2024 05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Arch/Eng Prof Liab <input checked="" type="checkbox"/> Incl Pollution			DPR9995722 FULL PRIOR ACTS	07/19/2022	07/19/2023	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire, Department of Natural and Cultural Resources, Division of Historical Resources, 19 Pillsbury Street, Concord, NH 03301
VHB Project: 81976.21 - NHDHR CRIS System
State of New Hampshire Project: DHR - 2022-127 - Digital Online User
Generated Review and Compliance System - See Attachment

CERTIFICATE HOLDER NEWHA33 State of New Hampshire Department of Natural and Cultural Resources 19 Pillsbury Street 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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NOTEPAD:HOLDER CODE **NEWHA33**
INSURED'S NAME **Vanasse Hangen Brustlin, Inc.****VANAS-1**
OP ID: SWPAGE 2
Date **06/05/2023**

VHB Project: 81976.21 - NHDHR CRIS System
State of New Hampshire Project: DHR - 2022-127 - Digital Online User
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The State of New Hampshire, Department of Natural and Cultural Resources, Division of Historical Resources is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.