



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



CJG

103

October 17, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Recordsforce, Inc., Portsmouth, NH (V# 174042-B001) for \$1,983,200 to arrange, inventory, transport and scan 4,000,000 septic system paper records to electronic format, effective upon Governor and Council approval through October 1, 2026. 100% Capital (General) Funds.

03-44-44-440030-9311-034-500161

Dept. of Environmental Services, L21:1V4-OneStop/IT Upgrd, Capital Projects

FY24

\$1,983,200

EXPLANATION

The Subsurface Systems Bureau (SSB) within the Land Resources Management Program of NHDES oversees the design, installation, operation and maintenance of septic systems. The program stores approximately 4,000,000 paper records dated from 1969 to 2015. The SSB wants to digitize these records into ADA Compliant Portable Document Format (PDF) and make them available on the NHDES website and searchable by contractors, municipalities, real estate professionals and the public. These historical records would be maintained in a modern, searchable format, accessible on the user's timeline.

A Request for Bid (RFB) was posted to the NH Department of Administrative Services website. Seven (7) firms submitted bids. A list of the bidders is shown in Attachment A. As a result of the bid package review, quotes, and due diligence to confirm prior experience and physical and network security capabilities of the respondents, we wish to award the contract to Recordsforce, Inc. The price includes scanning, indexing, ensuring ADA optical compliant characters, destruction of old paper files, and redaction services to obfuscate Personally Identifiable Information (PII) as required by the DOIT Statewide Information Security Manual.

This contract has been reviewed and approved by DOIT as noted in the attached approval letter. This contract has also been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

October 10, 2023

Robert R. Scott, Commissioner
Department of Environmental Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03302

Dear Commissioner Scott:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Recordsforce, Inc., as described below and referenced as DoIT No. 2024-008.

The purpose of this request is to arrange, inventory, transport, and scan 4,000,000 paper records to ADA Compliant Portable Document Format.

The Total Price Limitation will be \$1,983,200, effective upon Governor and Council approval through October 1, 2026.

A copy of this letter must accompany the Department of Environmental Services' submission to the Governor and Executive Council for approval.

Sincerely,

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

Denis Goulet

DG/jd
DoIT #2024-008

cc: Rick McLaughlin, IT Manager



State of New Hampshire
Department of Environmental Services

NHDES Subsurface Systems Archive Scanning, Indexing, and Imaging

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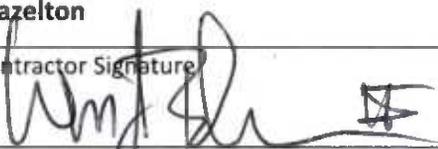
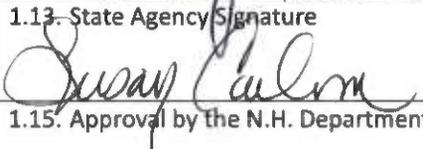
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord NH 03301	
1.3. Contractor Name Recordsforce, Inc		1.4. Contractor Address 124 Heritage Ave. Suite 14 Portsmouth, NH 03801	
1.5. Contractor Phone Number 603-766-8000	1.6. Account Unit and Class 03-44-44-440030-9311-034-500161	1.7. Completion Date 10/1/2026	1.8. Price Limitation 1,983,200
1.9. Contracting Officer for State Agency Scott Hazelton		1.10. State Agency Telephone Number 603-271-3503	
1.11. Contractor Signature 		1.12. Name and Title of Contractor Signatory Bill Becker, CEO	
1.13. State Agency Signature 		1.14. Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/26/2023			
1.17. Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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

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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 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,

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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.

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

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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 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.

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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.

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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A – SPECIAL PROVISIONS

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

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

- 3.4** The Term may be extended up to Two (2) 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, under the same terms and conditions, subject to approval of the Governor and Executive Council.

Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

- 9.2** In the event of the termination pursuant to subparagraph 9.1, 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 will pay 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.
- 9.3** 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. 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;

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EXHIBIT A – SPECIAL PROVISIONS

- 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.
- 9.4 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”).
- 9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

Provision 10, Property Ownership/Disclosure, is updated with the following addition:

- 10.4 In performing its obligations under this Agreement, Contractor may gain access to 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 Chief 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 law or 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

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EXHIBIT A – SPECIAL PROVISIONS

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 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.

Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 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.

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.

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EXHIBIT A – SPECIAL PROVISIONS

30. 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, Department of Environmental Services Contract Agreement Subsurface Systems Archive Scanning, Indexing and Imaging.
- ii. State of New Hampshire Department of Environmental Services, Request for Bid DoIT 2024-008 NHDES Subsurface Systems Archive Scanning, Indexing, and Imaging.
- iii. Vendor Proposal Response to Department of Environmental Services Request for Bid DoIT 2024-008 NHDES Subsurface Systems Archive Scanning, Indexing, and Imaging dated June 14, 2023.
- iv. Additional Contractor Provided Documents (see Exhibit F)

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EXHIBIT B – SCOPE OF SERVICES

EXHIBIT B – SCOPE OF SERVICES

B.1. SCOPE OF SERVICES

- B.1.1. The Vendor shall pickup files at one of three (3) Concord, NH designated storage areas and drop off files at NHDES in Concord, NH once per five-day week.**
- a. Under direction of the State, the Vendor shall move paper files from designated storage areas, prepare and arrange them for transport in the Vendor's vehicle.
 - b. The Vendor shall move files in a systematic manor to include an inventory of paper files moved from the designated storage areas. NHDES will provide a manifest detailing the contents of each box of records.
 - c. The Vendor shall employ a file tracking system to allow for the location and retrieval of any file that is in process. The Vendor shall return the file if needed by NHDES within five (5) business days of the return request at the Vendor's expense.
 - d. The Vendor shall return files to NHDES upon completion, organized in the same boxes and file folders in which they were removed.
 - e. Pickup and drop-off schedule will be adjusted if it is mutually beneficial to the Contractor and the State.
- B.1.2. The Vendor shall scan the file records at a minimum of 300 Dots per Inch (300 DPI) saving them as ADA Compliant Portable Document Format (PDF) so that the content is easily visible. The content of each individual file should be scanned as one file.**
- B.1.3. The Vendor shall have the ability to scan files using Optical Character Recognition (OCR) and shall quote this service separately. The Vendor shall include 3 examples of original files and the OCR version of these files with the bid submittal.**
- B.1.4. The Vendor shall identify and capture information (metadata) in a CSV file with its own index for each file to include but not be limited to Application Type, Work Number, Approval Number, Subdivision Approval Number, Owner Last Name, Site Street Address, Town, County, Map, Lot, Book, Page, Subdivision Name, Designer, Installer, Approval Date, Do Not Backfill Date, and Privileged designation. Examples of where this metadata can be found and what format NHDES expects the metadata returned is found in Attachments B and C.**
- B.1.5. The Vendor shall prepare all files for scanning to include but not be limited to the removal and shredding of all post-its and bank checks; removal and disposal of staples, fasteners, and paperclips; repair all torn or deteriorated edges with non-reflective tape or other method as accepted by NHDES; ordering/proper orientation of files; examination of back sides for additional information to be scanned; straighten all folded plans; unfolds dog eared pages etc.; jog and straighten files to prepare for scanning; and otherwise make the files ready for processing.**
- B.1.6. The Vendor shall scan all irregular sized files including files smaller than 5" x 7" and up to 54" wide as part of each file.**
- B.1.7. The Vendor shall upload the scanned and indexed files and metadata to a secure Vendor supplied FTP site and notify NHDES when files are ready to download via username and password.**

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EXHIBIT B – SCOPE OF SERVICES

- B.1.8.** All data from the Vendor's systems will be removed once they receive confirmation that NHDES has successfully downloaded the content from the FTP site. Verification of the completed system sanitization will be provided in writing at the completion of the contract term.
- B.1.9.** After the scanning services have been completed, prior to return delivery, the Vendor will be required to perform a final quality control step that compares the final output to the manifest the State provided the Vendor to ensure that every file has been scanned and indexed. The Vendor will be required to provide to the State a packing slip comparing the paper files transported to the Vendor, to the final electronic scan upon each product return delivery.
- B.1.10.** From time to time, NHDES shall request the physical files be destroyed by the Vendor using cross-cut shredding. These requests may take place outside the regular pick-up and delivery schedule.
- B.1.11.** If any scanned files are deemed by NHDES to be of poor quality, the Vendor shall at no charge rescan those files.

B.2. ACTIVITY, DELIVERABLE, AND MILESTONE

- B.2.1.** The Contractor will notify the State's Project Manager when the total invoiced amount reaches eighty percent (80%) of the contract price limitation.

B.3. DELIVERABLE REVIEW AND ACCEPTANCE

B.3.1. 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 thirty (30) working days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than thirty (30) working days, then the State shall be entitled to an extension of up to an additional ten (10) working 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 thirty (30) working days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have ten (10) working days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to ten (10) additional working 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.

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EXHIBIT B – SCOPE OF SERVICES

B.3.2. 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.

B.4. 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.

B.5. 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.

B.6. 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.

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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.

B.6.1. The Contractor Key Project Staff

B.6.1.1. 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:

Will McLaughlin
603-703-7236
will.mclaughlin@recordsforce.com

B.6.1.2. 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:

Amanda Perry
603-766-8000
amanda.perry@recordsforce.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 2 business days 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.

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B.6.1.3. 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 (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.

B.6.1.4. The Contractors Additional Key Project Staff

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

Tierney Standing
Scanning Team Lead

Chelsea Muy
Data Extraction Team Lead

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.

B.6.1.5. 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.

B.6.2. The State Key Project Staff

B.6.2.1. 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:

Scott Hazelton
603-271-2904
Scott.A.Hazelton@des.nh.gov

The State Contract Manager's duties shall include the following:

- a. Reviewing and accepting Contract Deliverables;
- b. Invoice signoffs;
- c. Review and approval of Change Orders;

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B.6.2.2. The State Project Manager

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

Susan Bergeron
603-271-3534
Susan.L.Bergeron@des.nh.gov

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

- d. Leading the Project;
- e. Engaging and managing all Contractors working on the Project;
- f. Managing significant issues and risks;
- g. Managing stakeholders’ concerns.

B.7. WORK PLAN

The Contractor’s Project Manager and the State Project manager shall finalize the Work Plan within Seven (7) 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.

Task Name	Duration	Start	Finish	Resource Names	Notes
Kickoff Meeting	2 hrs	Thu 10/26/23	Thu 10/26/23		
Pickup 15 Boxes from Storage Unit	68.5 days	Thu 11/2/23	Tue 2/6/24	Recordsforce, NHDES	Once per week
Scan Files	73.25 days	Thu 11/2/23	Tue 2/13/24	Recordsforce	
Return Boxes	68.5 days	Thu 11/9/23	Tue 2/13/24	Recordsforce, NHDES	Once per week
Download Files from FTP	68.75 days	Thu 11/9/23	Wed 2/14/24	NHDES	
Validate Scanned Files and commit to Isilon	73.25 days	Fri 11/10/23	Wed 2/21/24	NHDES	
Pickup for Destruction	68.38 days	Fri 11/17/23	Wed 2/21/24	Recordsforce, NHDES	

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

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B.8. SUPPORT

B.8.1. 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.

B.9. 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.
- 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.

B.9.1. 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.

B.9.2. 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.

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- 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.
- 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 immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

B.9.3. Breach Responsibilities

- B.9.3.1.** 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.
- B.9.3.2.** 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.
- B.9.3.3.** 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:
- B.9.3.4.** cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - a. promptly implement necessary remedial measures, if necessary; and
 - b. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - c. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation 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:
 - d. the investigation and resolution of the Data Breach;
 - e. notifications to individuals, regulators or others required by State law;
 - f. a credit monitoring service required by State (or federal) law;
 - g. 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

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EXHIBIT B – SCOPE OF SERVICES

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

- h. 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.

B.10. ADMINISTRATIVE SERVICES

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

B.11. TERMS AND DEFINITIONS

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

B.12. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit F.

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State of New Hampshire
Department of Environmental Services
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

C.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.

C.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.

C.3. SHIPPING FEES

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

C.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.

C.5. INVOICE ADDRESS

Invoices may be sent to:

NH Department of Environmental Services
Attn: Susan Bergeron
PMIUMailbox@des.nh.gov

C.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>.

C.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.

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 EXHIBIT C – PRICE AND PAYMENT SCHEDULE

C.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.

C.9. PAYMENT SCHEDULE

C.9.1. Contract Type

C.9.1.1. 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:

Qty	Description	Unit Cost	Ext. Price
4,000,000	Prepare files for scanning: (as specified in Scope of Services) (per page)	\$ 0.0354	\$ 141,600.00
2,000,000	Scanning cost - pages up to 11x17 in size (per page)	\$ 0.0320	\$ 64,000.00
2,000,000	Scanning cost - pages greater than 11x17 in size (per page) Typical sizes are 22x34 and 24x36	\$ 0.7500	\$ 1,500,000.00
250,000	Indexing Services (one index per file, multiple pages per index)	\$ 0.4400	\$ 110,000.00
156	Transportation Service (per trip) (Frequency TBD)	\$ 75.0000	\$ 11,700.00
4,000,000	Destruction Services (per page, including transportation service with quantity noted above)	\$ 0.0030	\$ 12,000.00
36	Data Delivery Service via FTP (per month)	\$ 25.0000	\$ 900.00
3,600,000	ADA Compliant Optical Character Recognition Service (per page)	\$ 0.005	\$ 18,000.00
		Total	\$ 1,858,200.00

C.9.2. 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.

Qty	Description	Unit Cost	Ext. Price
1,250,000	Redaction services (per redaction, max \$0.50 per file)	\$ 0.10	\$ 125,000.00

Contractor Initials: WJ
 Date: 10-16-23

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 EXHIBIT D – ADMINISTRATIVE SERVICES

EXHIBIT D – ADMINISTRATIVE SERVICES

D.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 state reserves the right to take any and all actions at any time notwithstanding these provisions.

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 D-1			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Amanda Perry	Scott Hazelton	5 Days
First	Will McLaughlin	Philip Trowbridge	10 Days
Second	Jake Becker	Susan Carlson	10 Days
Third	Bill Becker	Theodore Diers	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.

D.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.

D.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 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

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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.

D.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.

D.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.

D.6. MISCELLANEOUS WORK REQUIREMENTS

D.6.1. Access to State Systems and Information

Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

D.6.1.1. Information Security

- 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 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.

D.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).

D.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).

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D.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.

D.6.3. Workspace Requirement

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

D.6.4. Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager

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 EXHIBIT E – TERMS AND DEFINITIONS

EXHIBIT E – 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.
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.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH 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>
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 Contractor during the contract term."
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 any 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),

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	provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
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.
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

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	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.
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 Contractor on the Project as described in a contract.
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.

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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.
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.
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.

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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 F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

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F.1. ATTACHMENTS

F.1.1. Vendor Requirements Answered – Attachment 1

Attachment D:

DOIT #2024-008 DES RFB NHDES Subsurface Systems Archive Scanning, Indexing, and Imaging Vendor Requirements Responses

Vendor Requirement Responses: Please note that the original questions are in regular font and the responses in italics and bold. These questions are found in the RFB Document "REQUEST FOR BIDS FOR: DOIT #2024-008 DES RFB NHDES Subsurface Systems" on page 6.

1. In responding to the RFB, the Vendor shall address all requirements for information as outlined herein. The successful Vendor must be capable of providing NHDES ADA Compliant scanning, indexing, and imaging services without any delay or substitution. Only bids which include all service requirements will be considered complete, partial offers will not be considered.

We have read the requirements and are confident that we can deliver on everything included in this RFB and all of the Addendum.

2. The Vendor shall have five years of experience and expert knowledge in the field of scanning and indexing.

Recordsforce was founded in 2001 and has over 20 years of experience in the document scanning and indexing industry. Our CEO has over 30 years of experience in this industry managing scanning companies in both New Hampshire and California.

3. It is vital that the Vendor understands the required security of the files. The files contain information pertaining to septic system designs and personally identifiable information. These files are irreplaceable and must be safeguarded. Once the Vendor takes custody of the files, they are responsible for their safekeeping. The Vendor shall maintain physical and data protection and control of all files.

Our business is managed through a proprietary software system that is now used by other imaging companies around the world and likely, businesses that are participating in this RFB. What we've created is a system that tracks every employee at every task for every project within our company and reports on how long each employee spends working on a specific batch and when they did it. This allows us to manage the chain of custody for each file and provide real data on your project. There's even a customer portal that allows you to see the progress of your project in real-time.

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In summary, we hold our customer's records with the highest regard and our systems match the FDA's good manufacturing practices in order to prove to our customers that their records are in safe hands and also are being processed accurately and on time.

4. The facility(ies) where files will be kept by the Vendor must provide physical security through an alarm system and video recording. While not being actively archived, the files must be kept in a segregated and secure area with limited access verified through audit and entry tracking.

Recordsforce is audited annually for SSAE-18 and now SSAE-20 SOC 2 compliance in regards to our processes of handling personal and financial information in a compliant manner. We were the first document scanning service bureau in New England to obtain this status for privacy and security. We take all the necessary steps to ensure our client's information is safer in our hands than it would be in their own and this has been our focus since our founding.

In addition to SOC 2, we also specialize in CJIS and HIPAA-regulated work. In 2015, we opened a branch of Recordsforce that exclusively worked with private medical/dental practices. Additionally, we work with police departments and process CJIS which is the most strictly regulated documentation in our industry other than FBI documents. Our work with these industries ensures that Recordsforce is doing everything right and is continuously monitored for data security and physical security at our facility.

This is a bulleted list of some of the security measures used at Recordsforce.

- ***All employees have a personal user ID card that is carried at all times***
- ***A unique seven-digit passcode for each employee to enter the building***
- ***Mantraps at each entrance to Recordsforce***
- ***Security cameras running 24/7 + alarm system and intrusion system***
- ***Each employee undergoes a background check before being hired***
- ***No cellphone policy while on the production floor***
- ***The PACE production management system prompts employees to read and approve of any new work instructions before starting a task***
- ***Each task is tracked and measured through PACE***
- ***Keypad-card access to server room that only select employees can access***

5. The network system that the files are scanned to must use at least a dual redundant RAID 5 server configuration and file servers must be in a secure data center with limited access to staff on an as-needed basis. Servers must be monitored and protected by industry standards (e.g., conforming to NIST SP 800-41 Rev. 1, NIST SP 800-94) firewall and intrusion monitoring and reporting systems.

Recordsforce has RAID 6 server configuration and is up to standard with NIST.

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6. The Vendor shall provide at least two (2) example projects of comparable scope that were performed. NHDES will only consider bids from Vendors that demonstrate in their bid that they have background knowledge and experience in converting records.

FolderWave, Inc: Each year Recordsforce maintains a contract to process five million-plus pages of financial aid application packages and then deliver specific confidential data points to 400 plus colleges throughout the country. This information includes 200 different document types with SSNs, tax files, ID cards, disability claims, and hundreds of other classified data fields. Recordsforce handles the collection of these documents by our courier and by mail. The digitization of any hard copy paper application packets, as well as the extraction of the key data points, and all of this, is delivered within 48 hours of receiving the packages. Caleb, the Director of Programs, can speak to our long-term relationship and our ability to adapt every year to an inflow of millions of documents.

Towns of Kingston NH, Pelham NH, and 50+ Municipalities Around New England: Over the last several years we have been working with municipalities around the greater new england area digitizing everything from septic plans to payroll records. Our ability to scale and accommodate the needs of each municipality and each department makes me confident that we will be able to deliver on your project. With these projects and others, we've digitized millions of images larger than 11x17 and hundreds of millions of standard-size documents. We will be able to complete your project quickly and do it accurately from the beginning.

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F.1.2. Agency Compliance Documents – Attachment 2

Contractor Initials: WB
Date: 10-16-23

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F.1.3. Vendor Risk Assessment Report (VRAR) – Attachment 3

Contractor Initials: WB
Date: 10-16-23

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F.1.4. Additional Contractor Provided Documents - Attachment 4

Contractor Initials: WB
Date: 10.16.25

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F.2. CONTRACTOR CERTIFICATES

F.2.1. Contractor's Certificate of Good Standing

F.2.2. Contractor's Certificate of Vote/Authority

F.2.3. Contractor's Certificate of Insurance

Attachment A

DOIT #2024-008 DES RFB NHDES Subsurface Systems Archive Scanning, Indexing, and Imaging

Rankings for Firms Responding to Request for Proposals

Bid Proponent	Total	Score	Notes
Recordsforce, Inc.	\$ 1,983,200.00	25	
MetaSource	\$ 2,694,490.00	22	
Inception Technologies			Bid did not meet minimum bid conditions
Konica Minolta			Bid did not meet minimum bid conditions
R3 Uniq inc DBA Quadyster			Bid did not meet minimum bid conditions
Redishred Acquisition Inc DBA PROSCAN Solutions			Bid did not meet minimum bid conditions
Scantek			Bid did not meet minimum bid conditions

Maximum Score = 25

Review Team Members

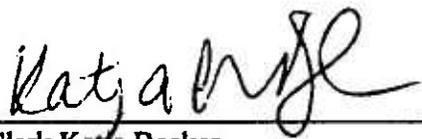
Name	Title	Bureau	Years of Service
Muriel Lajoie	Administrator III	Project Management and Innovations Unit	15
Susan Bergeron	Business Systems Analyst II	Project Management and Innovations Unit	6

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of Recordsforce, Inc, held 4/1/2002 it was VOTED that William Becker, the CEO of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that William Becker is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

Date 9/27/2023



Clerk Katja Becker

Corporate
Seal

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 RECORDSFORCE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on May 07, 2002. 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: 400809

Certificate Number: 0006326969



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

