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March 17, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA) to enter into a contract with CRO Planning & Design, LLC (VC 529499), Burlington, VT, in the amount of \$235,000 to develop tools to assist municipalities in the planning, creation, and management of outdoor recreation assets effective upon Governor and Council approval through September 30, 2025. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Year 2026 upon approval by Fiscal Committee and Governor and Council of the Department's request to extend federal funding, with the authority to adjust encumbrances between Fiscal Years through the Budget Office, if needed and justified.

| | <u>FY 2025</u> | <u>FY2026</u> |
|---|----------------|---------------|
| 03-22-022-221010- 26330000-069-500567 - Promotional Marketing Exp | \$117,800 | \$117,200 |

EXPLANATION

This contract will create training and guidance tools for municipalities to assist in creating and managing outdoor recreation assets such as trails and other outdoor attractions. Project objectives include strengthening the tourism industry across the state, expanding outdoor recreation infrastructure, fostering local economic development, and targeting municipalities with limited staff or funding for assistance.

Smaller municipalities with few resources face challenges in expanding their outdoor recreation assets, often due to a lack of technical expertise or funding. BEA recognizes the need to provide training and guidance to help these municipalities develop and manage outdoor attractions and make informed planning decisions. The end goal is to enhance local economies, continue building the tourism industry, and expand the state's outdoor recreation infrastructure.

This project would be federally funded by the US Department of Commerce, Economic Development Administration, which awarded a Travel, Tourism and Outdoor Recreation grant under the American Rescue Plan Act to BEA. The funds are intended to support a wide variety of activities to assist the state's critical travel, tourism, and outdoor recreation industries. Covered activities include marketing campaigns to promote state and regional landmarks and natural attractions, workforce attraction, business technical assistance and infrastructure projects to support growth in these sectors.

A Request for Proposals (RFP) for Outdoor Recreation Infrastructure Planning was issued on January 3, 2025. Notice of the RFP was posted on visitnh.gov and admin.state.nh.us. Seven vendors submitted proposals by February 7, 2025. A BEA selection committee (Schedule #2) reviewed and scored the proposals (Schedule #1).

CRO Planning & Design, LLC (CRO) was selected as the most qualified vendor. They were the second lowest cost proposal but promised the most comprehensive combination of tools to accomplish project objectives across the range of submissions. Their proposal included in depth training modules, supporting documents such as checklists and templates, interactive online tools, and resources for guidance and continuing development. CRO also demonstrated the skills and contacts needed to effectively complete the project, a well-organized process, and clearly considered educational content. The lowest bidder did not offer an effective toolkit, proposing only PDF documents; they also demonstrated a less efficient process and did not share specific content proposed. A composite score of written and oral presentations is included as Schedule #3.

CRO, located in Burlington, Vermont, is a leading regional planning and consulting firm specializing in the outdoor recreation sector. They focus on rural recreation planning and have successfully led over 50 planning, design, and management projects in New Hampshire and Vermont. CRO has developed comprehensive recreation planning toolkits that include tools, templates, instructions, and guidance materials to support municipalities in planning outdoor recreation initiatives. CRO would be partnering with Outdoor Research Insights, LLC, a New Hampshire based company.

CRO will create open-source tools to support municipalities, non-profits, and local stakeholders in planning, developing, and managing outdoor recreation opportunities. These tools will help leverage New Hampshire's remarkable natural assets to enhance community well-being, boost outdoor recreation tourism, and drive economic development throughout the state.

Respectfully Submitted,



Taylor Caswell
Commissioner

Schedule #1

**Department of Business and Economic Affairs
Office of Outdoor Recreation Industry Development
Outdoor Recreation Infrastructure Planning RFP 2025-06
Proposal Scoring Criteria**

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

| | Max. Points |
|---|--------------------|
| 1. EXPERIENCE AND QUALIFICATIONS OF KEY STAFF & SUBCONTRACTORS | 30 |
| 2. IDENTIFICATION AND CONTENT OF PROJECT DELIVERABLES | 30 |
| 3. CREATIVITY/INNOVATION | 20 |
| 4. BUDGET, TIMELINE, AND COST EFFECTIVENESS | 20 |
| TOTAL POINTS | 100 |

Vendors were scored on the criteria above and three companies were invited for interviews.

Department of Business and Economic Affairs
Office of Outdoor Recreation Industry Development
Outdoor Recreation Infrastructure Planning
Proposal Review Committee

Janel Lawton, Director
Outdoor Recreation Industry Development
100 North Main Street, Suite 100, Concord, NH 03301
603-545-1579 Janel.M.Lawton@livefree.nh.gov

Janel Lawton started her career at the BEA as the Rural Economic Development Administrator, collaborating with stakeholders across six rural counties. In 2022, Janel became the Director of Outdoor Recreation Industry Development, leading initiatives to boost New Hampshire's outdoor recreation economy. She works with various partners to align resources for economic development, education, health, conservation, and stewardship. Her efforts aim to support sustainable outdoor recreation, promote community well-being, preserve natural assets, and enhance opportunities and experiences for all.

Heather Shank, Director
Division of Planning and Community Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-1762 heather.r.shank@livefree.nh.gov

Heather is the Director of the Division of Planning and Community Development (DPCD) in the New Hampshire Department of Business and Economic Affairs (BEA). Heather manages The Invest NH program, the Office of Broadband Initiatives and the Office of Planning and Development (OPD). DPCD works closely with municipalities in education and training to improve regulatory processes and development outcomes; and with development partners to expand community assets and services. Prior to this role, Heather was the City Planner for Concord, New Hampshire where she managed the development review process, staffed the planning board, and assisted multiple city commissions and committees.

Department of Business and Economic Affairs
 Outdoor Recreation Infrastructure Planning
 Proposal Evaluation

SCHEDULE #3

| | Experience and Qualifications of Key staff & Subcontractors (60 points) | Identification and Content of Project Deliverables (60 points) | Creativity/Innovation (40 points) | Budget, Timeline, Cost Effectiveness (40 points) | Proposed Contract Cost | Grant Total (200 points) |
|----------------------------------|---|--|-----------------------------------|--|------------------------|--------------------------|
| CRO Planning & Design | 60 | 54 | 36 | 35 | \$235,000 | 185 |
| George Washington University | 40 | 40 | 25 | 10 | \$249,115 | 115 |
| Horsley Witten Group | 50 | 50 | 30 | 30 | \$249,410 | 160 |
| Impact Consulting | 40 | 45 | 20 | 37 | \$250,000 | 142 |
| SE Group | 60 | 50 | 33 | 37 | \$198,000 | 180 |
| Solimar International | 50 | 55 | 40 | 34 | \$245,000 | 179 |
| TPMA | 40 | 40 | 15 | 15 | \$240,742 | 110 |

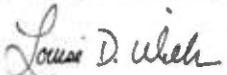
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Business and Economic Affairs | | 1.2 State Agency Address 100 Main Street, Suite 100 Concord, NH 03301 | |
| 1.3 Contractor Name CRO Planning & Design, LLC | | 1.4 Contractor Address 83 Lafountain Street Burlington, Vermont 05401 | |
| 1.5 Contractor Phone Number 802-879-8790 | 1.6 Account Unit and Class 10-26330000-102 | 1.7 Completion Date 9/30/2025 | 1.8 Price Limitation \$235,000 |
| 1.9 Contracting Officer for State Agency Janel Lawton | | 1.10 State Agency Telephone Number 603-545-1579 | |
| 1.11 Contractor Signature  Date: 3/14/25 | | 1.12 Name and Title of Contractor Signatory Andrew Pollak-Bruce, Owner/Founder | |
| 1.13 State Agency Signature  Date: 3/21/25 | | 1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  Asst. Attorney Gen. On: March 25, 2025 | | | |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____ | | | |

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 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.

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 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.

EXHIBIT A SPECIAL PROVISIONS

There are no special provisions included with this contract.

The following exhibits are incorporated into this agreement by reference:

Exhibit B: Scope of Services, and; Exhibit C: Schedule and Payments.

EXHIBIT B SCOPE OF SERVICES

CRO will create a series of educational training modules, supporting documents, and provide helpful resources pertaining to the planning and development of outdoor recreation assets. The purpose of the project is to assist municipalities, particularly those with limited resources, to expand their outdoor recreation assets, facilitate local economic development, and support the tourism industry across the state.

The project will consist of 5 Phases and include:

1. Needs Assessment and Tool Identification – CRO will collaborate with BEA to identify training topics to be included in the final deliverable, the specific form educational modules will take (video, storyboard, and/or other online product), and other documents or resources to be provided (case studies, templates, resource library and/or other implementation guidance).

Training deliverables and materials will include topics such as: existing conditions assessment; public engagement; mapping and asset inventory; natural resources, education and interpretation; recreation plan and document development; project implementation and construction; economic impact and community development; and case studies.

2. Draft Tool Development – CRO will work to develop the materials agreed upon in Phase 1.
3. Tool Refinement and Community Focus Groups – CRO will test deliverables with select communities through a series of feedback sessions.
4. Digital Toolkit Development – CRO will work with BEA to provide final web-based deliverables to be hosted on the BEA website. Deliverables will be permanently available without ongoing expense.
5. BEA Integration & Implementation – CRO will provide all files, links, and content to BEA in addition to implementation support as needed.

EXHIBIT C SCHEDULE AND PAYMENTS

1. Contract Price – The terms of this contract shall commence upon Governor and Executive Council approval and be completed no later than September 30, 2025, with estimated timelines of completion of each milestone varying as indicated in Exhibit B at the time of this agreement. The Contractor will submit progress reports and invoices to the BEA on a monthly basis, based on actual expenses. Invoices will show eligible project expenditures, proof of payment as necessary, cumulative expenses to date and include monthly progress reports. Invoices should be sent to janel.m.lawton@livefree.nh.gov or other BEA designee. The State will pay the contractor within 30 days after receipt of CRO progress reports and invoice, unless additional clarification and/or information from the contractor is needed for approval for payment. Payment by the State will be completed by check or Electric Funds Transfer ("EFT") in accordance with vendor registration. 2. Budget – A scope of work tasks and associated costs is as follows:

3/14/25

APB

| Service | Rate |
|---|------------------|
| PHASE 1: Needs Assessment & Tool ID | \$25,000 |
| PHASE 2: Draft Tool Development | \$100,000 |
| PHASE 3: Tool Refinement & Community Focus Groups | \$20,000 |
| PHASE 4: Digital Toolkit Development | \$60,000 |
| PHASE 5: BEA Integration & Implementation Support | \$30,000 |
| TOTAL | \$235,000 |

3. Project Schedule – The project is anticipated to proceed based on the project schedule outlined below, with modification based on the date of Governor and Council approval.

Milestones in the table should be understood to represent the anticipated completion and approval of each task in consultation with BEA. The approach to each task will be iterative, with interim materials provided to and reviewed with BEA.

Following a kick-off meeting, coordination meetings with the Department are recommended to take place on a bi-weekly basis.



(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Andrew Pollak-Bruce, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of CRO Planning & Design, LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 3/14/25

ATTEST:



(Andrew
Pollak-Bruce,
Founder &
Principal)



CROPLAN-01

DLAWSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2025

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 Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492 | CONTACT NAME: PHONE (A/C, No, Ext): (203) 699-4500 | FAX (A/C, No): |
| | E-MAIL ADDRESS: dlawson@acrisure.com | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Allmerica Financial Benefit Insurance Company | | 41840 |
| INSURED CRO Planning & Design LLC 83 Lsfountain Street Burlington, VT 05401 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER: General Aggregate | | | R2VJ608963 | 12/5/2024 | 12/5/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | R2VJ608963 | 12/5/2024 | 12/5/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

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|--|---|
| CERTIFICATE HOLDER The Dept of Business & Economic Affairs - State of NH 100 North Main 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  |
|--|---|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2025

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 Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267 | CONTACT NAME: Justworks Customer Success PHONE (A/C, No, Ext): (888) 534-1711 FAX (A/C, No): E-MAIL ADDRESS: support@justworks.com | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED Justworks Employment Group LLC PO Box 7119 Church Street Station New York, NY 10008-7119 | INSURER A: American Zurich Insurance Company 40142 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 24NY0171189325 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL/SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|---------------------------------|---------------------------|-------------------------|-------------------------|---|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | WC 42-03-510-01 | 06/01/2024 | 06/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
| | | | Location Coverage Period: | 06/01/2024 | 06/01/2025 | Client# 145283-VT | |

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

Coverage is provided for only those co-employees of, but not subcontractors to:

CRO PLANNING & DESIGN, LLC
 83 Lafountain Street
 Burlington, VT 05401

| | |
|---|---|
| CERTIFICATE HOLDER Department of Business and Economic Affairs - State of New Hampshire 100 North Main 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  |