



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
 Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, Commissioner

August 26, 2026

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

REQUESTED ACTION

Pursuant to Adm 606.08, authorize the Department of Information Technology (DoIT) to enter into a **Sole Source Retroactive** software and maintenance support renewal with NatureServe. (VC 170502), Arlington VA in the amount of \$17,951.97 support and maintenance for Biotics 5 Subscription, effective Governor and Council approval for the period of July 1, 2026 through June 30, 2027. **100% Other Funds.**

Funds are available in the following account for Fiscal Year 2027 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	SFY 27
01-03-03-030010-76350000 -Department of Information Technology—038- 500175-Desktop Software	\$17,951.97

EXPLANATION

This request is submitted as a **Sole Source Retroactive** procurement due to NatureServe's established practice of billing for services only after they have been completed. Although the standard procedure for our agency is to renew all maintenance contracts on a recurring basis prior to the start of service, NatureServe's invoicing model differs in that charges are issued exclusively after the delivery of services.

NatureServe's Biotics platform is a specialized, proprietary biodiversity data management system resulting from a multi-year, ongoing development and testing effort. Biotics supports the core business processes of Natural Heritage Programs through a sophisticated data model implemented via web-based taxonomic and mapping services. The system includes custom applications for spatial data management, tabular data management, data import/export and reconciliation, and reporting. Given the proprietary nature of the platform and the uniqueness of the services provided, NatureServe is the sole vendor capable of delivering this support.

As specified by RSA 217-a, NH Natural Heritage Bureau (NHB) staff will use the software to "...collect and analyze data on the status, location, and distribution of native plant species and natural communities in the state, and develops and implements measures for the protection, conservation, enhancement, and

management of native New Hampshire plants.” Since 2004, NHB has used Biotics, an oracle- based database with a customized front-end, to store, analyze, and distribute biodiversity information.

The license renewal is critical to DNCR operations because Biotics stores all of the data for threatened and endangered plant and animal species New Hampshire. One of the many uses of the data is to screen proposed projects for impacts to said species which is required by the US Endangered Species Act. Without this important tool, NHB would be unable to provide data to Dept. of Environmental Services to thoroughly review proposed projects.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Denis Goulet", written in a cursive style.

Denis C. Goulet,
Commissioner/CIO
Department of Information Technology

DG/lmr

RID #105295

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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 relating hereto.

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 07/27/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Chris Lewis	Agency: Dept of Information Tech & Dept Natural Cultural Resources
Commodity: 208* Software Subscription	Vendor: NatureServe (V#170502)
RFB/RFP/RFQ (if applicable) RQ260301	Contract: N/A
Est. Amount: \$17,951.97	

IN ACCORDANCE WITH RSA 21-I:11, I(2)(B), IT IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, I(A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Dept of Natural and Cultural Resources, Dept of Information Technology requests to renew a license for Biotics, a cloud-based biodiversity data storage and analysis software program. As specified by RSA 217-a, NH Natural Heritage Bureau (NHB) staff will use the software to "...collect and analyze data on the status, location, and distribution of native plant species and natural communities in the state, and develops and implements measures for the protection, conservation, enhancement, and management of native New Hampshire plants."

The license renewal is critical to DNCR operations because Biotics stores all of the data for threatened and endangered plant and animal species New Hampshire. One of the many uses of the data is to screen proposed projects for impacts to said species which is required by the US Endangered Species Act. Without this important tool, NHB would be unable to thoroughly review proposed projects. NatureServe is comprised of nearly 80 Natural Heritage programs in all 50 states as well as Canada and Latin America. Biodiversity data collected and maintained by all Natural Heritage programs must conform to strict methodological standards adhered to by the network to ensure scientific accuracy and consistency.

This purchase will provide a 12 month term of renewal access beginning retroactively July 1, 2026 to June 30, 2027 to the data storage and analysis software program for \$17,951.97, contingent upon approval of Governor and Executive Council.

SUBMITTED FOR ACCEPTANCE BY:

CET

Digitally signed by
Mathew T Stanton
Date: 2026.07.28
11:43:45 -04'00'

PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

[Handwritten signature]

Digitally signed by
Gary S.Lunetta
Date: 2026.07.28
12:06:56 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
 ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
 THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
 REVISED STATUTES, ANNOTATED 21-I:14, XII.

Cheryl

8/3/26

CHARLES M. ARLINGHAUS, COMMISSIONER DATE
DEPARTMENT OF ADMINISTRATIVE SERVICES



INVOICE

NatureServe

2550 South Clark Street

Suite 930A

Arlington, VA 22202

Tel: 703 908 1800**www.NatureServe.org****BILL TO:**

New Hampshire Natural Heritage Bureau
Division of Forests & Lands, DNCR
172 Pembroke Street
Concord, NH 03301-5767

Invoice Date: 7/17/2026
Invoice Number: DL0635
Customer ID: NHN001
Terms: Net 30 Days
Due Date: 8/16/2026

1 of 1

DESCRIPTION**PRICE****SISS Standard: Information & Support + Standard Biotics**

Period of Service:	July 1, 2026 - June 30, 2027	\$	20,000.00
Previously Applied Credit			
Credit Model		\$	(2,048.03)

Please Remit to:
NatureServe
Accounts Receivable
2550 South Clark Street, Suite 930A
Arlington, VA 22202

TOTAL: \$ 17,951.97



State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488
TDD Access: Relay NH 1-800-735-2964
nhdfl.dncr.nh.gov



July 10, 2026

Charles Arlinghaus, Commissioner
Dept. of Administrative Services
Division of Purchase & Property
Concord, NH 03301

Dear Commissioner Arlinghaus:

The Department of Natural and Cultural Resources requests to renew a license for Biotics, a cloud-based biodiversity data storage and analysis software program.

As specified by RSA 217-a, NH Natural Heritage Bureau (NHB) staff will use the software to "...collect and analyze data on the status, location, and distribution of native plant species and natural communities in the state, and develops and implements measures for the protection, conservation, enhancement, and management of native New Hampshire plants." Since 2004, NHB has used Biotics, an oracle- based database with a customized front-end, to store, analyze, and distribute biodiversity information.

The license renewal is critical to DNCR operations because Biotics stores all of the data for threatened and endangered plant and animal species New Hampshire. One of the many uses of the data is to screen proposed projects for impacts to said species which is required by the US Endangered Species Act. Without this important tool, NHB would be unable to provide data to Dept. of Environmental Services to thoroughly review proposed projects.

Biotics is built on a sophisticated data model supporting core Natural Heritage program business processes and implemented through web-based taxonomic and mapping services. The system incorporates custom applications for spatial data management, tabular data management, data import/export and reporting. Biotics is licensed for an annual fee of \$20,000 which includes software maintenance (patches, upgrades, and new modules), and helpdesk support. If DNCR were to purchase the entire system, the cost would exceed six figures.

NHB is a constituent member of the NatureServe network which hosts Biotics. NatureServe is comprised of nearly 80 Natural Heritage programs in all 50 states as well as Canada and Latin America. Biodiversity data collected and maintained by all Natural Heritage programs must conform to strict methodological standards adhered to by the network to ensure scientific accuracy and consistency.

Your consideration of this request is greatly appreciated.

Sincerely,

Patrick D. Hackley, Director
NH Division of Forests and Lands



2550 S. Clark St., Suite 930A
Arlington, VA 22202
TEL 703-908-1800
FAX 703-229-1670
www.natureserve.org

NatureServe is a non-profit conservation organization that provides scientific information and tools needed to help guide effective conservation action. NatureServe has designed and produced conservation information management and decision support software applications that required extensive workshops and other interactions with information technology professional, scientists and planners. This includes its Biotics application, configured for and delivered to the *New Hampshire Natural Heritage Bureau, Division of Forests & Lands, Department of Natural and Cultural Resources*. **NatureServe is the sole provider of Biotics 5 hosted software and related services described in the Biotics 5 Service Level Agreement (SLA) which can be found at <https://www.natureserve.org/sla/>.**

Biotics, the product of a multi-year, ongoing development and testing process, is NatureServe's biodiversity data management software. Built on a sophisticated data model supporting core Natural Heritage Program business processes and implemented through web-based taxonomic and mapping services, the system incorporates custom applications for spatial data management, tabular data management, data import/export and reconciliation, and reporting. The spatial component of the system is a custom geographic information system (GIS) application that supports digital mapping, geoprocessing, and data visualization. This product is licensed for an annual fee of \$20,000 which includes software maintenance (patches, upgrades and new modules), and helpdesk support. This fee is guaranteed through June 2027.

NatureServe is also the sole provider of the professional services required to configure, host and maintain the Biotics system for production use by its clients. These services include data conversion and system configuration, training, and the periodic delivery of software upgrades. More specifically, for its clients NatureServe creates individualized system upgrade and migration work plans and provides recommendations and guidance on data preparations. NatureServe assists its users of Biotics in custom data conversions, custom configuration of the Biotics application, and the bulk uploading of the client's data into Biotics databases. Additional services include customized localization of the online Biotics application, and custom data management. NatureServe also produces and delivers software service patches and maintenance releases and provides on-site and remote application training, and Internet and phone helpdesk support.

NatureServe has approximately 60 staff comprised of IT professionals, ecological and biological scientists, GIS specialists, and database experts.

7/13/2026

Lori Scott, Executive Director

Date