



STATE OF NEW HAMPSHIRE
 DEPARTMENT of CULTURAL RESOURCES
*Division of Historical Resources, State Council on the Arts,
 State Library, Film & Television Office,
 Commission on Native American Affairs (administratively attached)*

20 Park Street
 Concord, New Hampshire 03301



MICHAEL YORK
 Acting Commissioner
 michael.york@dcr.nh.gov

TEL: 603-271-2397
 FAX: 603-271-6826
 www.nh.gov/nhculture

February 22, 2017

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

REQUESTED ACTION

Authorize the Department of Cultural Resources, Division of Historical Resources, to execute a no-cost contract extension with New England Document Systems, Inc., Manchester, NH (vendor code (155742) originally approved by Governor and Council April 6, 2016 item # 26, by extending the ending date from April 30, 2017 through April 30, 2018. No additional funding
 100% Federal Funds

EXPLANATION

The Division of Historical Resources applied for and received a grant from the National Park Service for the stabilization and repair of historic properties damaged by Hurricane Sandy and for planning projects that will better prepare historical properties for future natural disasters.

Working with the Department of Information Technology a Request for Proposal was issued on November 3, 2015, for the digitization of approximately 12,000 State and National Register-listed historic properties and 5,000 archaeological sites. Pre-bid meetings were held with approximately thirty interested vendors and four companies' submitted proposals. An evaluation committee made up of employees of the Division of Historical Resources and the Department of Information Technology and determined that New England Document Systems best met the criteria. They were awarded the contract at Governor and Council April 26, 2016.

Currently New England Documents has satisfactorily completed 90% of the work. The additional time will allow them to complete the work.

Sincerely,

Michael York
 Acting Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

January 23, 2017

Michael York, Acting Commissioner
Department of Cultural Resources
State of New Hampshire
20 Park Street
Concord, NH 03301

Dear Acting Commissioner York:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with New England Document Systems, Inc. (NEDocs) of Manchester, NH as described below and referenced as DoIT No. 2016-058A.

The purpose of this contract amendment is to extend the current contract with NEDocs for one additional year. NEDocs will continue to provide scanning/digitization services for the Division of Historical Resources for legacy and current historic and archaeological inventories and reports.

There is no funding increase associated with this amendment. This amendment shall become effective upon Governor and Council approval through April 30, 2018.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/kaf
Contract #2016-058A

cc: Kathleen Stanick, DCR
Rebecca Bolton, DoIT

STATE OF NEW HAMPSHIRE
Department of Cultural Resources, Division of Historical Resources
Digital Imaging Services
CONTRACT AMENDMENT 2016-058A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # 2016-058, on April 6, 2016, Item # 26, (herein after referred to as the "Agreement"), New England Document Systems, Inc. (hereinafter referred to as "Vendor" or "NEDocs") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Cultural Resources, Division of Historical Resources (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 18 of the Form P-37) and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to extend the completion date from April 30, 2017 to April 30, 2018;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

Exhibit A of the Agreement – Statement of Work is hereby amended as defined in Table 1.

Table 1

Contract #2016-058 Exhibit A	AMENDED TEXT
Section 4.1 Period of Performance	<p>ORIGINALLY READ:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval.</p> <p>The Contract will begin on the Effective Date and extend through April 30, 2017 with the option to extend for an additional three (3) years.</p> <p>CHANGED TO:</p> <p>The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval.</p> <p>The Contract will begin on the Effective Date and extend through April 30, 2018 with the option to extend for an additional two (2) years.</p>
6.1 BUSINESS REQUIREMENT	ORIGINALLY READ:

STATE OF NEW HAMPSHIRE
Department of Cultural Resources, Division of Historical Resources
Digital Imaging Services
CONTRACT AMENDMENT 2016-058A

S	<p>NEDocs will provide scanning/digitization services for the Division of Historical Resources through April 30, 2017 for legacy and current historical and archaeological inventories and reports supplied by Division of Historical Resources,</p> <p>CHANGED TO:</p> <p>NEDocs will provide scanning/digitization services for the Division of Historical Resources through April 30, 2018 for legacy and current historic and archaeological inventories and reports supplied by the Division of Historical Resources,</p>

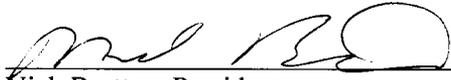
Table 2 CONTRACT 2016-058 – Digital Imaging Services

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-058	Original Contract	April 6, 2016 Item #26	April 30, 2017	\$60,900
2016-058 Amendment A	Amendment A	Upon G&C approval	April 30, 2018	No Funding Increase
CONTRACT TOTAL				\$60,900

STATE OF NEW HAMPSHIRE
Department of Cultural Resources, Division of Historical Resources
Digital Imaging Services
CONTRACT AMENDMENT 2016-058A

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Nick Brattan, President
New England Document Systems, Inc.

Date: 1. 23. 17

Corporate Signature Notarized:
STATE OF New Hampshire
COUNTY OF Merrimack

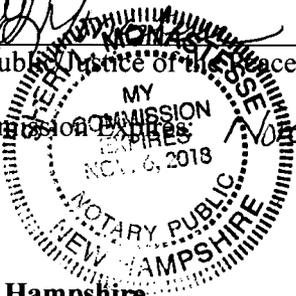
On this the 23rd day of January, 2017, before me,
Nicholas Brattan, the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the President,
of New England Document Systems, Inc., a corporation, and that she/he, as such
_____ being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as
Nicholas Brattan.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public, State of New Hampshire

My Commission Expires November 6, 2018
(SEAL)



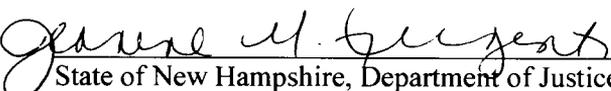
State of New Hampshire



Elizabeth H. Muzzey, Director and SHPO
State of New Hampshire
Department of Cultural Resources, Division of Historical Resources

Date: 1/01/17

Approved by the Attorney General (Form, Substance and Execution)



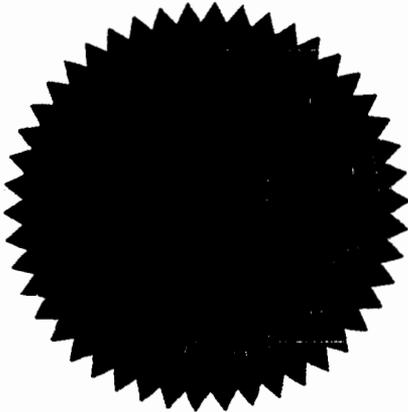
State of New Hampshire, Department of Justice

Date: 2/28/17

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND DOCUMENT SYSTEMS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 1, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of March, A.D. 2016

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

Corporate Resolution

I, Donald J Forst, hereby certify that I am duly elected Clerk/Secretary of
(Name)

New England Document Systems Inc. I hereby certify the following is a true copy of a vote
(Name of Corporation)

taken at a meeting of the Board of Directors/shareholders, duly called and held on
1/4/, 2016 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That NICK D Bratton, President is duly authorized to enter into
(Name and Title)

contracts or agreements on behalf of New England Document Systems Inc. with the
(Name of Corporation)

Division of Historical Resources, State of New Hampshire and is further authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 1. 12. 2016

ATTEST: Donald J Forst, Secretary
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2017

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 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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Christine Holman, CPCU, CIC	
	PHONE (A/C No. Ext.): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: cholman@rowleyagency.com	
INSURED New England Document Systems, Inc. 750 East Industrial Park Dr. Manchester NH 03109	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Tri-State Insurance Co of MN	
	INSURER B: Continental Western Ins Co	
	INSURER C: Acadia Insurance Company	
	INSURER D: New Hampshire Employers Ins Co	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 w/o network 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ADV5199340-11	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA5199341-11	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
	C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA5199342-11	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EXCLUDED OFFICERS: DONALD FORST & NICHOLAS BRATTAN ECC-600-4000232-2016A 3A STATES: NH, MA	4/6/2016	4/6/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	A	Business Per Property		ADV5199340-11	4/1/2016	4/1/2017	Limit 1,655,004 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covering operations of the insured during the policy period.

CERTIFICATE HOLDER

NH Division of Historical Resources
19 Pillsbury Street
2nd floor
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

C Holman, CPCU, CIC/C *Christine Holman*



STATE OF NEW HAMPSHIRE
 DEPARTMENT of CULTURAL RESOURCES
*State Council on the Arts, Division of Historical Resources
 State Library, Film & Television Office,
 Commission on Native American Affairs (administratively attached)*

20 Park Street
 Concord, New Hampshire 03301



VAN McLEOD
 Commissioner
 Van.McLeod@dcr.nh.gov

TEL: 603-271-2444
 FAX: 603-271-6888
 www.nh.gov/nhcult

February 24, 2016

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

The Department of Cultural Resources/Division of Historical Resources, requests permission to enter into a contract with New England Document Systems, Inc., Manchester, NH, (vendor code 155742) in an amount not to exceed \$60,900, for the digitization of approximately 12,000 State and National Register-listed historic properties and 5,000 archaeological sites effective upon Governor and Council approval through April, 30, 2017.
 100% Federal Funds

Funds are available in the account titled HPF Recovery Grant as follows:

01-34-3420-89060000-102-500731	Contracts for Program Services	<u>FY 2016</u> \$60,900
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EXPLANATION

The Division of Historical Resources applied for and received a grant from the National Park Service for the stabilization and repair of historic properties damaged by Hurricane Sandy and for planning projects that will better prepare historical properties for future natural disasters. This grant will allow business and public facilities to repair and maintain historic properties, which will in turn help revive businesses, and recharge local economies and encourage tourism.

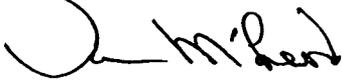
Expenditure of this federal appropriation is limited to the counties in New Hampshire that received public assistance from FEMA following Hurricane Sandy: Belknap, Carroll, Coos, Grafton, Rockingham and Sullivan. As mandated by the National Park Service, the first priority for granting funds is to projects that repair historical properties that were damaged by Hurricane Sandy. Funds may be used to:

- Create a Geographic Information System (GIS) that will allow the Division of Historical Resources to accurately relay the location and significance of historical properties to the public, both during disaster planning and after a disaster occurs.

- Provide technical assistance to owners of properties listed in, or considered eligible for, the National Register of Historic Places, including such activities as writing disaster plans, updating historical surveys, nominating properties to the National Register, and other disaster-related educational programs and outreach.
- Help with architectural/engineering plans and specifications, economic feasibility studies, damage assessments and survey and recordation of hurricane-damaged properties

Working with the Department of Information Technology a Request for Proposal was issued on November 3, 2015, posted on list-serves and sent to a vendor list supplied by DoIT. Pre-bid meeting were held with approximately thirty interested vendors. Four companies submitted proposals by the closing date of December 11, 2015. An evaluation committee made up of employees of the Division of Historical Resources and the Department of Information Technology and determined that New England Document Systems best met the criteria.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Van McLeod", written over a horizontal line.

Van McLeod
Commissioner



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

Denis Goulet
Commissioner

February 9, 2016

Van McLeod, Commissioner
NH Division of Historical Resources
Department of Cultural Resources
19 Pillsbury Street, Concord, NH 03301-3570

Dear Commissioner McLeod:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with New England Document Systems, Inc., Manchester, NH for the digitization of State and National historic properties and archaeological sites, as described below and referenced as DoIT No. 2016-058.

The purpose of this contract is to digitize legacy and current historical and archaeological resources, and create an online Geographical Information System of known historical resources in the state, enabling it to partner with natural resource and emergency response agencies. This will allow New Hampshire to prepare for and respond to disasters that endanger or destroy historical and archaeological resources. The funding amount is not to exceed \$60,900, and is effective upon Governor and Council approval through April 30, 2017.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/mh
DoIT 2016-058

cc: Leslie Mason, IT Manager, DoIT

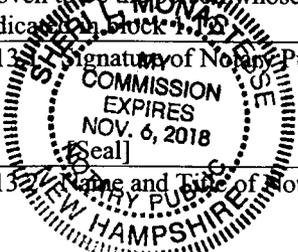
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name N.H. Department fo Cultural Resources Division of Historical Resources		1.2 State Agency Address 19 Pillsbury Street, 2 nd Floor, Concord, NH 03301	
1.3 Contractor Name New England Document Systems, Inc.		1.4 Contractor Address 750 East Industrial Park Drive, Manchester, NH 03109	
1.5 Contractor Phone Number 603-232-9547	1.6 Account Number 01-34-89060000-102-500731	1.7 Completion Date 04/30/2017	1.8 Price Limitation \$60,900
1.9 Contracting Officer for State Agency Elizabeth Muzzey		1.10 State Agency Telephone Number 603-271-3483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nick Brattan - President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>2/17/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to whom whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13 Signature of Notary Public or Justice of the Peace  <u>Sheril Monastesse</u>			
1.13 Name and Title of Notary or Justice of the Peace <u>SHERIL MONASTESSE, NOTARY</u>			
1.14 State Agency Signature <u>Elizabeth H Muzzey</u> Date: <u>2/23/16</u>		1.15 Name and Title of State Agency Signatory <u>Elizabeth H Muzzey</u> <u>Director and SHPO</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Jessamine M. Gagnant</u> Attorney On: <u>3/18/2016</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. 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. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

1. INTRODUCTION

The State of New Hampshire ("State") desires to contract with New England Document Systems, Inc., a New Hampshire corporation ("NEDocs"), to digitize the legacy and current historical and archaeological inventories and reports in the collection of the Division of Historical Resources. The purpose of this project is to digitize the above mentioned resources in advance of creating a Geographic Information System (GIS) that will allow online access to these records to the public and to create a backup record of these one of a kind documents.

The Contract price is not to exceed \$60,900.

TERMS AND DEFINITIONS

Capitalized terms used in the Contract will have the meanings given below.

Bureau of Purchase and Property	The State of New Hampshire, Department of Administrative Services, Purchasing Division
Change Order	A document issued by the State of New Hampshire to alter a product request
Contract	A binding agreement between the State of New Hampshire and NEDocs.
Contract Administrator	The State employee responsible for Contract execution
Contract Documents	Documents that comprise this Contract (See Statement of Work Section 2.)
Cure Period	The time allowed whereby NEDocs may fix the cause of a default.
Deliverables	Any written, software, or non-software deliverable (letter, report, manual, book, other), provided by NEDocs to the State under the terms of the Contract.
NHDHR	Division of Historical Resources, an agency of the State of New Hampshire
Governor and Executive Council	The Governor for the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes.
NARA	National Archives and Records Administration
Notice of Default	A formal notice declaring that a failure to comply with the Contract has occurred.
Order(s)	The items listed in Exhibit B, <i>Payment Schedule-Not-to-Exceed Price</i> .
Product(s)	Scanned/digitized images of legacy and current historical and archaeological inventories and reports.
Services	The work to be performed by NEDocs and Subcontractors as described in the Contract.
SHPO	State Historic Preservation Office

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

State	State of New Hampshire, Division of Historical Resources (NHDHR) and Purchasing Agency End User as applicable
Subcontractor	A person, partnership, or company contracted by NEDocs to perform under the Contract.
Term	The contract period of time.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents (“Contract Documents”) in order of precedence:

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37;*
- b. Contract #2016-058 Scanning/Digitization Project, including Exhibits A, B, C, any Attachments, and future Amendments;
- c. Request for Proposal #2016-058 Scanning/Digitization Project; and
- d. New England Document Systems Proposal submitted December 11, 2015.

3. SCOPE OF SERVICES

New England Document Systems, Inc. shall provide the State the Services and Deliverables required under this Contract.

NHDHR maintains paper files on thousands of historic resources throughout the state in its Concord, NH office. These records include paper and photographs for approximately 12,000 State and National Register-listed historic properties, individual inventory forms, area forms and property documentation; and approximately 5,000 archaeological sites and reports. NEDocs will be responsible for the digitization of approximately one half of these documents as only properties within the six eligible counties are included in this digitization project. NHDHR defines “digitization” as a complete process that broadly includes: selection, assessment, prioritization, project management and tracking, document preparation, metadata collection and creation (indexing), image capture, post-processing, quality management and submission of digital resources to delivery systems and into a repository environment. This process can be divided into four main phases:

- Project Planning
- Processes occurring prior to digitization
- Digital conversion
- Post-digitization work

As New Hampshire’s SHPO, NHDHR is obligated to provide public access to the State’s historic resource information. Public access is currently available by appointment only, on Monday through Friday, from 8AM to 4PM. It is anticipated and acknowledged that the digitization process may disrupt access to files. For the duration of the project, with sufficient notice to the public, records may be removed from public availability to accommodate the work plan. NEDocs shall minimize disruption to records access during the performance of these Services.

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

Technical Guidelines for Digitizing Cultural Materials: Creation of Raster Image Files, August 2010 (*Guidelines*) shall serve as the guidelines for digitizing the State's documents. These *Guidelines* draw substantially on the National Archives and Records Administration's (NARA) *Technical Guidelines for Digitizing Archival Records for Electronic Access: Creation of Production Master Files – Raster Images* (June 2004), but are specific to cultural resources and reflect industry changes that have occurred over the years. The *Guidelines*, authored by the Federal Agencies Digitization Initiative (FADGI) – Still Image Working Group are available online at: <http://digitizationguidelines.gov/>.

4. TERM

4.1 Period of Performance

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval.

The Contract will begin on the Effective Date and extend through April 30, 2017 with the option to extend for an additional three (3) years.

4.2 Termination for Convenience

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to NEDocs.

5. CONTRACT ADMINISTRATION

5.1 NEDocs CONTRACT MANAGER

NEDocs shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Kelly Plourde
New England Document Systems, Inc.
750 East Industrial Drive
Manchester, NH 03109
Tel: 603-232-9547
Email: kplourde@nedocs.com

5.2 STATE CONTRACT MANAGER

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

Elizabeth Muzzey, Director
Division of Historical Resources
19 Pillsbury Street, 2nd Floor
Concord, NH 03301
Tel: 603-271-3483
Fax: 603-271-3433

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

Email: elizabeth.muzzey@dcr.nh.gov

6. STATEMENT OF WORK/DELIVERABLES/WORK PLAN

NEDocs shall perform the Services and provide the Deliverables described in this Contract.

6.1 BUSINESS REQUIREMENTS

NEDocs will provide scanning/digitization services for the Division of Historical Resources through April 30, 2017 for legacy and current historical and archaeological inventories and reports supplied by Division of Historical Resources, including:

- Determine the size of the collection, with assistance from NHDHR
- Supply boxes to be used during transportation
- Receive materials
 - Acknowledge receipt of materials from NHDHR
 - Communicate to NHDHR any discrepancies to the packing slip, or in the condition of the originals and accompanying metadata instructions before proceeding
 - Secure materials in a secure, dry location
 - Take great care in handling fragile originals
- Propose imaging requirements for both digital master and derivatives
 - Resolution
 - Bit depth
 - Enhancements
 - File format, compression requirements, and file size
 - Post processing for digital masters and derivatives
- Prepare and scan material
 - Remove binding, clips, staples and other binding type when appropriate and rebind originals after scanning is complete
 - Calibrate and maintain systems
 - Prepare material (review each document prior to scanning to determine the presence and nature of illustrations, the page dimensions, the physical condition, treatment for multi-page documents)
 - Select scanning settings for best image capture
 - Scan material
 - Utilize special handling methods when necessary
 - Report and discuss any problem images that cannot be captured to meet benchmark specifications
- Post process digital images (cropping, deskewing, despeckling, image rotation)
- Perform image quality review, during and after scanning
 - Follow the method, level, and extent of quality review required by NHDHR
 - Maintain a high level of quality control to ensure that each page is fully rendered, properly aligned and ordered, free of distortions, and properly named
 - Guarantee image quality that meets NHDHR's specifications, including the correction of unacceptable images with no additional charge to NHDHR
- Create derivative files from the digital masters to serve as web publications

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

- Create metadata to structure, locate, and retrieve digital images
 - Receive the metadata structure from NHDHR and prepare the data
 - Follow the conventions provided by NHDHR for directory structuring and file naming
 - Index the materials at the level identified by NHDHR by entering the data fields into a file or a file header
 - Record and deliver the auxiliary files in the format and medium identified by NHDHR
- Perform quality review of metadata
 - Follow the method, level, and extent of quality review required by NHDHR
 - Guarantee metadata quality that meets DHR's specifications, including the correction of unacceptable products with no additional charge to NHDHR
- Document production and item tracking
- Create the digital images and auxiliary files in standard file formats and compression techniques.
- Store images and auxiliary files on specified storage media complying with the Guidelines
- Re-box originals and check packing slip
- Hand-deliver digital files and accompanying metadata and originals to NHDHR.
- Delete digital files upon acceptance by NHDHR

6.2 TECHNICAL REQUIRMENTS

6.2.1 NHDHR RECORDS SPECIFICATIONS

This section will provide a description of each record type to be scanned, as well as the imaging specifications which are particular to each document type. In general, records are divided into two categories: town research files, which include area forms, individual inventory forms, State and National Register nominations and NH historical property documentation; and, archaeological records, which include archaeological site forms and reports. Town files are arranged alphabetically by town and are color coded based on file type. Archaeological site forms are arranged by county. Archaeological reports are arranged alphabetically by town.

Area Forms

These documents are town-wide, historic district or project area forms. The first page of most forms is on green paper, while the remainder of the form is on white paper. Most are 8 1/2" x 11", and may include attached photographs, drawings and maps. Siding is mixed. Some documents contain folded maps of varying sizes. A small percentage of maps and drawings contain color and therefore should be captured in color. These documents will be indexed on an inventory number, in the form xxx-yyyy, where xxx is the 3 letter Town Code and yyyy is a 4 character identifier.

Scan Type	Grayscale and Color
Index Fields	Inventory #; Name; Town; Document Type; DOE Date

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

File Structure	Contained in orange folders, arranged alphabetically by area name
File Naming	xxx-yyyy.extension (e.g., con-00ar.tif)
Estimated Number of Docs	290

Individual Inventory Forms

These documents are individual inventory forms. The first page is on green paper, while the remainder of the form is on white paper. Most are 8 ½" x 11", and may include attached photographs, drawings and maps. Siding is mixed. Some documents contain folded maps of varying sizes. A small percentage of photographs, maps and drawings contain color and therefore should be captured in color. These documents will be indexed on an Inventory number, in the form xxx9999, where xxx is the 3 letter Town Code and 9999 is a 4 digit sequential number.

Scan Type	Grayscale and Color
Index Fields	Inventory #; Name; Town; DOE Date
File Structure	Contained in orange folders, arranged alphabetically by street address
File Naming	xxx9999.extension (e.g., con0001.tif)
Estimated Number of Docs	5,000

State Register Nominations

These documents are NH State Register nomination forms. The first page is on green paper, while the remainder of the form is on white paper. Most are 8 ½" x 11", and may include attached photographs, drawings and maps. Siding is mixed. Some documents contain folded maps of varying sizes. A small percentage of photographs, maps and drawings contain color and therefore should be captured in color. These documents will be indexed on an Inventory number, in the form xxx9999, where xxx is the 3 letter Town Code and 9999 is a 4 digit sequential number.

Scan Type	Grayscale and Color
Index Fields	Inventory #; Name; Town; Listing Date
File Structure	Contained in magenta folders, arranged alphabetically by property name
File Naming	xxx9999.extension (e.g., con0001.tif)
Estimated Number of Docs	140

National Register Nominations

These documents are National Register forms. Text pages are on 8 ½" x 11" white paper. Siding is mixed. Most documents contain photographs and folded maps of varying sizes that may be double-sided. A small percentage of photographs, maps and drawings contain color

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

and therefore should be captured in color. These documents will be indexed on an Inventory number, in the form xxx9999, where xxx is the 3 letter Town Code and 9999 is a 4 digit sequential number.

Scan Type	Grayscale and Color
Index Fields	Inventory #; Name; Town; Listing Date; NR Reference #
File Structure	Contained in blue folders, arranged alphabetically by property name
File Naming	xxx9999.extension (e.g., con0001.tif)
Estimated Number of Docs	400

NH Historic Property Documentation

These documents are NH Historic Property Documents (NHPD), Historic American Buildings Survey (HABS) and Historic American Engineering Record (HAER). Text pages are on 8 ½" x 11" white paper, one-sided. Some documents may contain folded maps of varying sizes. Photographs are in sleeves or mounted on paper. These documents are of archival quality and should be handled according to NARA standards, available online at: <http://www.archives.gov/preservation/technical/vendor-training.html#handling>. These documents will be indexed on a Historic Property Document number, in the form xxxx-9999-x, where xxxx is either NHPD, HABS or HAER and 9999 is the document number and x is an optional letter identifier.

Scan Type	Grayscale
Index Fields	HPD #; Name; Town; Date; Document Type
File Structure	Contained in archival manila folders in a separate file cabinet, arranged alphabetically by town, then property name.
File Naming	xxxx-9999.extension (e.g., NHPD-0001.tif) or xxxx-9999-x.extension (e.g., NHPD-0001-a.tif)
Estimated Number of Docs	270

Archaeology Site Forms

These documents are archaeological site forms. Almost all documents are on 8 ½" x 11" white paper. Siding is mixed. Very few have attached photographs. Some photographs, maps and drawings contain color and therefore should be captured in Color. These documents will be indexed on a Site number, in the form 27-xx-9999, where xx is the 2 letter County Code and 9999 is a sequential number. These documents are considered confidential; they contain sensitive locational information that is reserved from accessibility under state law and the federal Freedom of Information Act.

Scan Type	Grayscale and Color
Index Fields	Site #; Name; Town; Site Era

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

File Structure	arranged alphanumerically by Site #
File Naming	27-xx-9999.extension (e.g., 27-MR-0001.tif)
Estimated Number of Docs	1,200

Archaeology Reports

These documents are archaeological/cultural resource survey reports, which can be fairly significant with a large number of pages. Most are 8 1/2" x 11" but may contain larger folded maps or drawings. Most reports are spiral bound, some are book bound or unbound. Siding is mixed but will be consistent within the same document. These documents tend to contain some color maps/drawings and therefore should be captured in color. These documents will be indexed on a Document ID number, in the form 99999, where 99999 is the Document ID number. These documents are considered confidential; they contain sensitive locational information that is reserved from accessibility under state law and the Freedom of Information Act.

Scan Type	Grayscale and Color
Index Fields	Document ID #; Title; Town; Date; Author; Investigation Type; Site #
File Structure	Arranged alphabetically by town, then date published
File Naming	99999.extension (e.g., 01234.tif)
Estimated Number of Docs	1,300

6.2.2 OTHER TECHNICAL SPECIFICATIONS

APPLICATION SECURITY	
A1.1	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.
A1.2	Enforce unique user names and complex passwords.
A1.3	Establish ability to expire passwords after a definite period of time.
A1.4	Provide the ability to limit the number of people that can grant or change authorizations
A1.5	Establish ability to enforce session timeouts during periods of inactivity.
A1.6	Log all attempted accesses that fail identification, authentication, and authorization requirements.

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

A1.7	The application Data shall be protected from unauthorized use when at rest.
A1.8	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.
TECHNOLOGY INFRASTRUCTURE	
T1.1	The Vendor shall report any breach in security in conformance with State of NH 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.
T1.2	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.
T1.3	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.
T1.4	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

6.2.3 IMPLEMENTATION PLANS

6.2.3.1 Detailed preliminary plan for digitization process

NEdocs shall implement the State's scanning project as follows. The account manager shall complete a specification template of the project to specifically define what is being scanning; in this case NHDHR has identified 7 project types. NEdocs will identify the customer point of contacts, any special instructions, if there is an electronic file field to extract data from that can be used to match and merge the index fields with. In addition, NEdocs will identify what is being captured for index fields, in this case the inventory # along with the folder level specifications and in some cases more precise detail will be captured depending upon the document type. Also determined is the file format being saved, the expected delivery date, and delivery method. This specification or spec sheet follows the project through every department in the NEdocs scanning bureau and at every station the document is initialed and time and date stamped by the person handling the project.

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

All items to be scanned will be collected by the transportation team. NEdocs will provide boxes as part of the scanning process and deliver the empty boxes to NHDHR. All boxes must be labeled by the State with box level details for proper identification. Boxes are then delivered to the NEdocs scanning bureau where they will be checked into the NEdocs building and barcoded and tracked. The projects will then be introduced internally for processing. The NEdocs prep department is where the files will be laid out flat, and the barcode separator sheets will be placed between the pages. If there are any tears or folds, the pages will be taped if applicable. If there are sticky notes they will be placed on either the back side or in an area where the document image will not be covered. From there, the drawings are scanned. A representative at NHDHR will review each file scan type after an initial scanning to validate it meets their requirements prior to all of the documents of a scan type are scanned. For any binders that have been approved to be taken apart they will be reassembled after scanning. After the images have been scanned, the index fields are keyed in from the images displayed. If there is a match and merge file, this will be uploaded and processed at this time and the quality department will verify the data. The NEdocs quality department verifies every image for 100% quality control and the index fields are verified. All services shall be supplied internally, and not outsourced. The documents are then sent over to the NEdocs export team to save the images to DVD's or CD's or a secure FTP site as determined as part of the specification. If requested by the State, NEdocs can scan duplicate CD's for storage in our secure vault at our Record Center.

A set number of boxes will be collected from the State on a weekly basis for scanning. These boxes shall be returned back to the State on an ongoing basis to minimize the number of files that are offsite at any time. NEdocs will work with the State to determine the best number of boxes on an ongoing basis. It is recommended that State initially release 1-2 boxes and then increase the number of boxes to 3 boxes weekly as the minimal weekly goal. In order to meet the timeline required by the end of November we will need to revisit using auto feed scanners for scanning a portion of the files. As we deliver scanned high quality files to NHDHR, we can also provide derivative files, which are lower quality versions of the primary image to serve as a quick preview as .jpg files. These files can be utilized for the State's web publications per the specified requirements. NEdocs shall guarantee our scanning quality and review the first box of every project with staff from NHDHR to ensure the State's requirements are met or exceeded. If items need to be rescanned per NHDHR staff there will not be an additional charge for these fees so long as the request is made during the term of the Contract.

6.2.3.2 Timeline and Milestone delivery schedule

NEdocs will work closely with NH Division of Historical Resources to determine which documents to scan first and a timeline that best meets the needs of NHDHR staff. It may be that certain files are more active than others and we will take extra care to limit the amount of time these files are offsite compared to other files that are not as active. A representative at NHDHR will review each file scan type after an initial scanning to validate it meets their requirements prior to all of the documents of a scan type are scanned. NEdocs understands the desired completion date is the end of November 2016 and will review the volume of

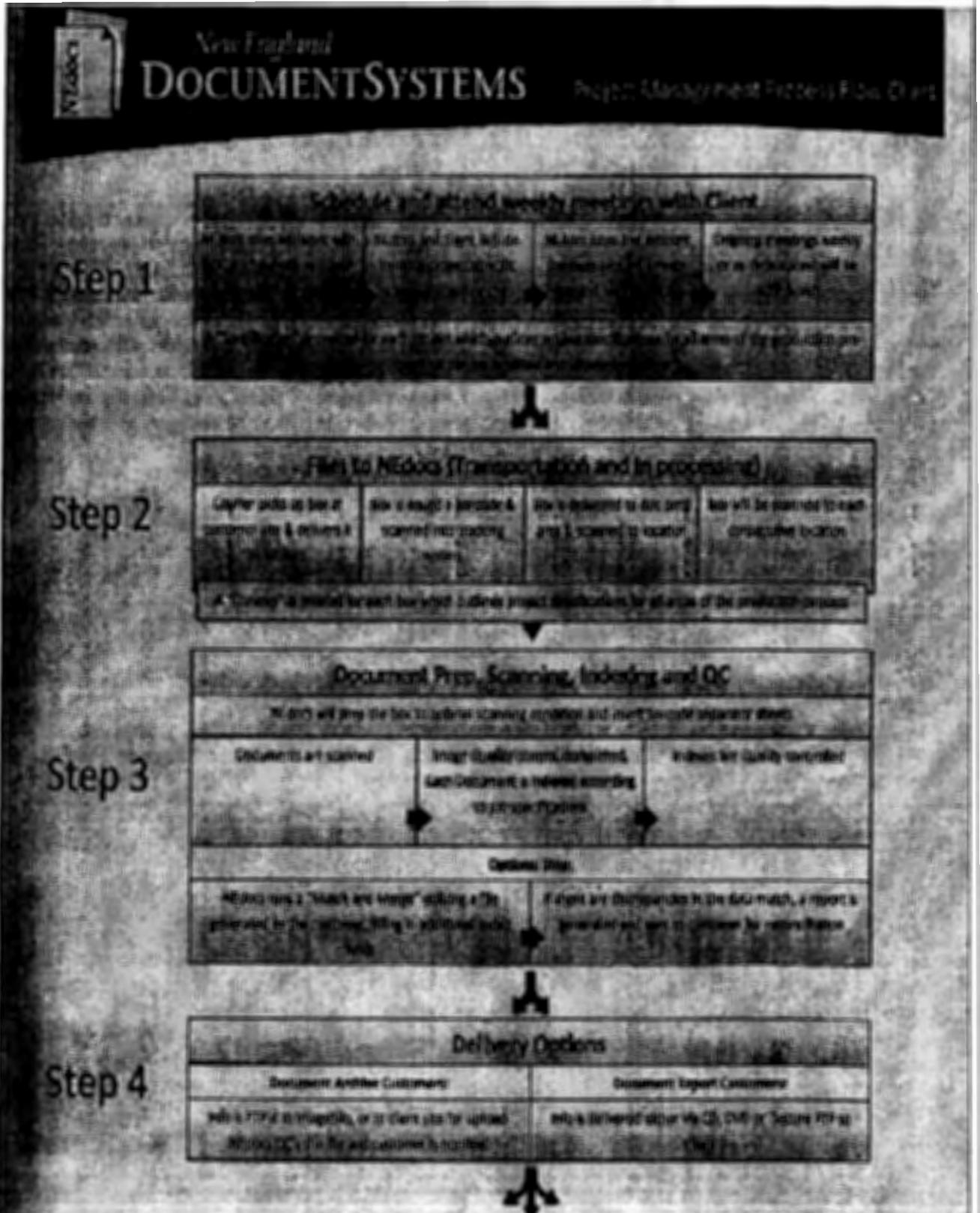
**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

ongoing scanning on a weekly schedule internally within NEdocs to ensure the required timeline can be met. If there is an issue where the timeline cannot be met, then NEdocs will work together with the staff at NHDHR to determine a revised timeline. There will be regular communication on a weekly schedule between an account manager within NEdocs and a designated point of contact at NHDHR.

6.2.3.3 Description of Management Delivery

NEdocs will provide NHDHR with boxes and barcode labels to initiate the scanning process. NEdocs will also work with a representative at NHDHR to review the document types that will be scanned and will identify the indexing fields and the identifiers for new documents, typically it will be one document per folder or binder. Once the indexing criteria are determined a specification will be created for each project and we will schedule the delivery of the boxes for scanning. NEdocs will initially plan to collect 1-2 boxes at a time for a new project and will schedule weekly calls and or site visits to review the scanned images as well as to increase or decrease the schedule of picking up, scanning and returning the boxes. If at any time the State needs a file while it is at NEdocs, it can be scanned and emailed or transmitted via FTP or fax this in a timely fashion.

STATE OF NEW HAMPSHIRE
 DIVISION OF HISTORICAL RESOURCES
 SCANNING/DIGITIZATION PROJECT
 CONTRACT NUMBER 2016-058
 EXHIBIT A
 STATEMENT OF WORK



Initial all pages:
 NEDocs' initials, PK

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

7. INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY

- 7.1 NEDocs agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to NEDocs in connection with its performance under the Contract. NEDocs shall not use any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for NEDocs' performance under the Contract.
- 7.2 Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.
- 7.3 NEDocs shall immediately notify the State if a subpoena or other legal process is served upon NEDocs regarding the State's confidential information, and NEDocs shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, NEDocs shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.
- 7.4 NEDocs shall not disclose any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for NEDocs' performance under the Contract.
- 7.5 Insofar as NEDocs seeks to maintain the confidentiality of its confidential or proprietary information, NEDocs must clearly identify in writing the information it claims to be confidential or proprietary. NEDocs acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by NEDocs as confidential or proprietary, the State shall notify NEDocs and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be NEDocs' responsibility and at NEDocs' sole expense. If NEDocs 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 NEDocs, without liability to NEDocs.
- 7.6 This section 7.0 shall survive the termination of the Contract.

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

8. FORCE MAJEURE

Neither NEDocs 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, block outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

9. NEDocs PARTICIPATION

NEDocs has read and agrees to all procedures as contained Contract Attachment 1 *Required Work Procedures*.

10. INTERNAL ESCALATION PROCEDURE FOR DISPUTES

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), 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 by this Agreement.

The parties shall use all 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:

Dispute Resolution Responsibility and Schedule Table

Level	NEDocs	The State	Cumulative allotted time
First	Kelly Plourde, Business Development Manager	Tanya Krajcik, Archaeologist, Records & GIS Coordinator	5 Business Days
Second	Nicholas Brattan, President	Elizabeth Muzzey, Director	10 Business Days
Third		Van McLeod Commissioner	20 Business 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.

11. ASSIGNMENT, DELEGATION and SUBCONTRACTS

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK**

- 11.1** NEDocs shall not assign, delegate or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.
- 11.2** NEDocs shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve NEDocs of any of its obligations under the Contract; not affect any remedies available to the State against NEDocs that may arise from any event of default of the provisions of the Contract; and the State will consider NEDocs to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

12. THE CONTRACTOR'S RELATION TO THE STATE

In the performance of the Contract, NEDocs is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither NEDocs, nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13. WARRANTY

NEDocs warrants that the Services and Deliverables furnished under this Contract do not infringe any patent, copyright, trade secret or other intellectual property rights. NEDocs agrees to defend and indemnify and hold harmless the State in the event of any such infringement claim against the State.

NEDocs warrants that it shall maintain the electronic Deliverables, including without limitation, the device on which electronic scanned/digitized documents are transferred to the NHDHR, to perform in accordance with its specifications. NEDocs further warrants that the electronic Deliverables shall operate in accordance with its specifications. If the State finds any electronic Deliverable defective, in any way, for any reason, NEDocs shall repair or replace within forty eight (48) hours of receiving notice from the State, excluding Saturdays, Sundays and Holidays, at no additional expense to the State, the electronic Deliverable or any portion thereof that the State has identified as defective.

14. TERMINATION

Either party may terminate this Contract at any time if the other party is in default of its obligations under this Contract and such default remains unremedied for a period of 30 days from the date of receipt of notice of default by the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the parties are entitled. Events of default shall include, without limitation: NEDocs' breach of or failure to perform any

STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT A
STATEMENT OF WORK

warranty or other obligation contained in the Contract; or NEDocs ceasing to conduct Maintenance and Support Services.

**STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT B
PAYMENT SCHEDULE- NOT TO EXCEED PRICE**

1. DELIVERABLE PAYMENT SCHEDULE.

All charges by NEDocs under this Contract shall be invoiced based upon actual volumes of images scanned/work performed at the rates set forth in Table 1 below. Invoices will be provided with each scheduled delivery of scanned/digitized documents.

2. NOT TO EXCEED PAYMENT RATES

Table 1:

Service	Description	\$Price/Unit
Scanning (8 1/2"x11")	Per Image	0.12
Scanning B Size Drawings	Per Image	0.12
Scanning C and D Size Drawings	Per Image	1.25
Indexing	Per File	0.25
Master and Duplicate Media Storage (ex. DVD)	Each	50
Clerical Preparation	Hourly	20
Reassembling	Hourly	20
Delivery	Each	25

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$60,900.

3. PAYMENTS

The State shall pay NEDocs within thirty (30) calendar days of the State's receipt of a correct and undisputed invoice.

STATE OF NEW HAMPSHIRE
DIVISION OF HISTORICAL RESOURCES
SCANNING/DIGITIZATION PROJECT
CONTRACT NUMBER 2016-058
EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions.