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January 27, 2023

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Economic Development to enter into a contract with Guidehouse Inc. (VC # 175497), Boston, MA in the amount of \$2,325,000 in American Rescue Plan Act Capital Project Funds for consultation services for the Coronavirus Capital Projects Fund (CPF) administered by the US Treasury, effective upon Governor and Council approval through February 21, 2026. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available upon the acceptance and approval of funding in future fiscal years, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY 2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
03-022-022-221510-24410000	\$312,500	\$762,500	\$787,500	\$462,500
Broadband Connectivity FD ARP				
072-509073 Contracts				

EXPLANATION

The Department of Business and Economic Affairs Broadband Office will utilize Guidehouse to assist in the administration and deployment of federal American Rescue Plan Act (ARPA) Capital Projects Funds (CPF). Guidehouse will provide assistance with Program Design and Set up, Federal Reporting, Program Transparency, Compliance and Monitoring Activities, provide technical assistance, as well as policy expertise.

A selection committee comprised of three BEA staff members (Schedule #2) reviewed and scored the proposals (Schedule #1). Guidehouse Inc. was ultimately awarded the contract with BEA. Scoring is included as Schedule #3.

The Attorney General's office has approved this contract as to form, substance and execution. In the event that Federal Funds become no longer available. General Funds will not be requested to support this program.

Respectfully submitted by,

Taylor Caswell
Commissioner

Schedule #1

Department of Business and Economic Affairs
Division of Economic Affairs
Capital Projects Broadband Consultant
RFP Scoring Criteria

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

- Experience and Qualifications of key staff and subcontractors (30 points)
 - Overall strategy and approach, methodology (30 points)
 - Creativity/Innovation (20 points)
 - Budget Approach/Cost Effectiveness (20 points)
- Grand Total (100 points)**

Department of Business and Economic Affairs
Division of Economic Affairs
Capital Projects Broadband Consultant
RFP Scoring Committee

Matt Conserva, Broadband Program Manager
NH Department of Business and Economic Affairs
100 North Main Street
Concord, NH 03301
603-271-4963
matthew.e.conserva@livefree.nh.gov

Mr. Conserva has worked for the State of New Hampshire for the past two and a half years. Prior to working for the State, Mr. Conserva spent 24 years working at Nextel Communications and then Sprint. During his career at Sprint Nextel, Mr. Conserva performed many functions from individual contributor to managing large teams. Mr. Conserva attended the University of Mass, Lowell with a focus on Business Administration

Mark Laliberte, Business Development Manager
NH Department of Business and Economic Affairs
100 North Main Street
Concord, NH 03301
603-271-0322
mark.i.laliberte@livefree.nh.gov

Mr. Mark Laliberte has worked for the Department of Business and Economic Affairs for more than six years and, in August 2021, assumed the role as Broadband Project Manager. He has an extensive background in government, public policy, politics, and economic development, almost exclusively in New Hampshire. Mr. Laliberte has a M.P.A. (Masters in Public Administration) and a B.A. in Political Science, both from the University of New Hampshire. He also has numerous certifications in economic development, project management, and Lean/Six Sigma

Adam Boltik, International Program Manager
NH Department of Business and Economic Affairs
100 North Main Street
Concord, NH 03301
603-271-0331
adam.t.boltik@livefree.nh.gov

Mr. Boltik is the International Program Manager of the New Hampshire Office of International Commerce. In this capacity, he oversees efforts to assist New Hampshire businesses looking to start or expand their exports to markets overseas and supports programs expanding access to export-related training and services (including financial assistance). He also assists in preparing RFPs the agency puts out for various program services.

Prior to joining the State of New Hampshire in 2020, Mr. Boltik worked for the Federal Government for 10 years. At the International Trade Administration, Mr. Boltik assisted U.S. companies seeking

assistance in resolving unfair foreign trade barriers that affected their ability to do business overseas. His focus was on helping U.S. exporters access foreign government procurements and on reviewing government procurement laws and practices in foreign countries to ensure compliance with trade agreements such as the World Trade Organization's Agreement on Government Procurement (WTO GPA).

Schedule #3

Department of Business and Economic Affairs
 Division of Economic Affairs
 Capital Projects Broadband Consultant
 RFP Scoring Results

Company	Experience and qualifications of key staff and subcontractors (30 points)	Approach to scope to work (30 points)	Creativity/Innovation (20 points)	Budget approach/Cost effectiveness (20 points)	Actual Bid \$	Grand Total (100 points)
Guidehouse	30	28	17.67	14.67	\$2,325,000	90.33
Witt O'Briens	23.33	22.33	17	17.33	\$1,583,476	80
Boston Consulting Group (BCG)	28.33	21.67	15	15	\$2,250,000	80
Rural Innovations Strategies/CTC Technology	25	18.67	13.33	14.33	\$2,364,400	69.33
Ernst & Young (EY)	30	18.33	8.33	10.67	\$2,245,188	67.33
Mission Broadband	20	22.33	10	10	\$2,396,376	62.33
22 Century Technologies	18.33	18.33	8.33	10	\$245,160	55
NH Granit (UNH)	11.67	15	14	14	\$1,215,887	54.67
Washington Business Dynamic (WBD)	15	15	8.33	15.67	\$413,400	54
Tilson	16.67	18.33	11	5	T&M	51

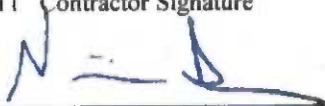
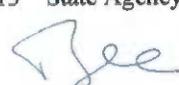
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Business & Economic Affairs (BEA)		1.2 State Agency Address 100 North Main St, Suite 100 Concord, NH 03301	
1.3 Contractor Name Guidehouse Inc.		1.4 Contractor Address 125 High Street Suite 401 Boston, MA 02110	
1.5 Contractor Phone Number 617-596-7633	1.6 Account Number 24410000	1.7 Completion Date 2/21/2026	1.8 Price Limitation \$2,325,000.00
1.9 Contracting Officer for State Agency Matthew Conserva		1.10 State Agency Telephone Number 603-271-4963	
1.11 Contractor Signature  Date: 1/27/2023		1.12 Name and Title of Contractor Signatory Nini Donovan, Partner	
1.13 State Agency Signature  Date: 2/9/2023		1.14 Name and Title of State Agency Signatory Taylor Caswell Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: <i>Takhmina Rakhmatova</i> On: <i>2/8/2023</i>			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17; unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference. Guidehouse invoices are due upon receipt, and payment of professional fees and expenses is expected within thirty (30) days of the invoice date. Any objection to the invoice must be made within forty-five (45) days after the date of the invoice; lack of timely objection to an invoice shall evidence Client's agreement to all invoiced

amounts. If payment on invoices is past due more than sixty (60) days, Guidehouse reserves the right to terminate the Agreement or the applicable SOW or suspend the Services until payment is received.

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 due to the State otherwise payable to the Contractor under this Agreement.

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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 material failure to perform the Services satisfactorily or on schedule;

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

8.1.3 material 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 cured, 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 related to the material defect until the Contractor has cured the Event of Default;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 Except as to Contractor's preexisting IP and upon full payment to Contractor, 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 to be used solely for the State's internal business purposes and for purposes pursuant to any applicable SOW, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. Guidehouse shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services ("Guidehouse Property"). To the extent the Guidehouse Deliverables contain Guidehouse Property; Client is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement.

10.3 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.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the

direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify the State, its officers and employees, from and against third party claims, liabilities and costs for any personal injury or property damages, U.S. patent or copyright infringement, asserted against the State, its officers or employees, which directly arise out of the grossly negligent acts or willful omission of the Contractor, or subcontractors, including but not limited to the reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.2 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 Upon written request, 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 endeavor to 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain,

payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

The following changes to the standard P-37 provisions are incorporated herein:

Limitation on Liability: Notwithstanding the terms of any other provision, the total liability of Guidehouse and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to 2x the total fees paid to Guidehouse under the applicable Scope of Services. Neither Guidehouse nor State shall in any event be liable for any indirect, consequential or punitive damages, even if State or Guidehouse have been advised of the possibility of such damages.

Consulting Services Disclaimer: Guidehouse will not audit any financial statements or perform any attestation procedures in the course of performing the Services under this Agreement. Guidehouse's Services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. Guidehouse is not a professional accounting firm and does not practice accounting. Guidehouse's Services will not include legal, engineering or architectural advice or services.

Standard of Care and Performance: Guidehouse agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Guidehouse and its personnel shall exercise reasonable care. Guidehouse cannot guarantee or assure the achievement of any particular performance objective, nor can Guidehouse guarantee or assure any particular outcome for Client or any other person as a result of this Agreement or the performance of the Services.

If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Guidehouse agrees that upon prompt written notification from Client prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to Client up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. The foregoing will constitute Guidehouse's sole warranty with respect to the accuracy or completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Contractor Initials ND
Date 1/27/2023

EXHIBIT B

Below is the Scope of Services of this Agreement.

Guidehouse, Inc. will provide the following services specifically related to the Coronavirus Capital Project Funds (CPF), as requested by BEA Broadband Office staff. To assist with managing project resources, Guidehouse will facilitate weekly meetings with BEA to prioritize the scope activities detailed below within the capacity of the proposed project team.

Project Management Activities

1. Program Design and Set Up

- a. Supplement the ongoing work of BEA's Broadband Office as it relates to the CPF program.
- b. Engage stakeholders as directed by BEA to aid in the initial development of CPF-funded programs. BEA will remain the authority responsible for all final decisions on program structure.

2. Reporting Assistance

- a. Assist BEA in preparing communication for the U.S. Department of Treasury on questions and clarifications related to published CPF program guidance.
- b. Create and providing a custom reporting tool to streamline gathering and submitting required data to U.S. Treasury for quarterly and annual reporting relative to CPF funds.

3. Program Transparency

- a. Assess the transparency efforts of the Broadband Office, specifically related to CPF-funded programs, compare those to other states CPF-funded programs, and make recommendations on potential changes.
- b. Assist in developing and collecting key performance indicator and outcome measure data for CPF-funded projects.

4. Compliance and Monitoring Activities

- a. Create subrecipient monitoring materials and processes that will assist the Broadband Office in effectively administering and monitoring CPF programs.
- b. Assist the Broadband Office, as well as subrecipients and contractors, in maintaining documentation that will supplement a future federal audit, including memorandums of understanding detailing justifications for policy and reporting decisions.

5. Technical Assistance

- a. Create CPF funds guidance material and/or web-based training for the state or its contractors, subrecipients, or beneficiaries of the CPF-funded programs. Materials and trainings will cover both federal requirements and nuances of the State's CPF program design.
- b. Assist internet service providers, municipalities, counties, and non-entitlement units of local government with CPF broadband funds, as relevant, including reporting requirements, acceptable uses, and timelines.

Contractor Initials ND
Date 1/27/2023

- c. Provide other high-level support for localities and counties as needed and directed by BEA, which may include more detailed CPF program design efforts.

6. Federal Broadband Funding Strategy and Policy Expertise

- a. Provide information and analysis to the Broadband Office and their leadership on the variety of federal funding types available to BEA to supplement the State's CPF-funded broadband programs.

Contractor Initials ND
Date 1/27/2023

EXHIBIT C

Below are the detailed payment terms of the contract:

Contract Price

Total contract shall not exceed: \$2,325,000.00, excluding expenses incurred. More information on expenses can be found in the section Fees and Expenses, below.

Fees and Expenses

The details of fees and expenses for the Services under this Agreement are set forth in the applicable SOW. Independent contractors or subcontractors may be utilized from time to time, at the applicable rates set forth in the applicable SOW. Client will be solely responsible for all financial obligations to Guidehouse in connection with this Agreement.

Guidehouse will invoice for resource cost at a fixed-fee rate on a monthly basis in accordance with the table below.

Contract Year	Monthly Fixed-Fee Rate	Annual Contract Value	Notes
2023	\$62,500	\$687,500.00	February through December
2024	\$64,583	\$775,000	
2025	\$66,667	\$800,000	
2026	\$62,500	\$62,500	January only
<i>Contract Total</i>		\$2,325,000	

Related expenses will be invoiced monthly at cost with no mark-up. Actual cost of related expenses will be charged, including travel and transportation expenses, such as mileage (payable at the standard IRS rate), tolls, parking, airfare, hotel accommodations and meals.

Guidehouse invoices are due upon receipt, and payment of professional fees and expenses is expected within thirty (30) days of the invoice date. Any objection to the invoice must be made within forty-five (45) days after the date of the invoice; lack of timely objection to an invoice shall evidence Client's agreement to all invoiced amounts. A late charge of one percent (1%) per month will accrue on undisputed amounts not paid within sixty (60) days of the date of the invoice. If payment on invoices is past due more than sixty (60) days, Guidehouse reserves the right to terminate the Agreement or the applicable SOW or suspend the Services until payment is received. Guidehouse reserves the right to require payment of outstanding fees and expenses prior to the performance of any of the Services or the delivery of any work product. All costs of collection of amounts due and owing hereunder shall be paid by Client.

Contractor Initials ND
Date 1/27/2023

Method of Payment

- All invoices must be sent to:
Matt Conserva, Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Steet, Suite 100
Concord, NH 03301
Email: matthew.e.conserva1@livefree.nh.gov

Rhonda Hensley, Finance and Operations
Department of Business and Economic Affairs
100 North Main Steet, Suite 100
Concord, NH 03301
Email: rhonda.d.hensley@livefree.nh.gov

Contractor Initials ND
Date 1/27/2023

STANDARD EXHIBIT D

Drug-Free Workplace

The Grantee (aka "Campus" or "Contractor") identified in this General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

125 High Street, Suite 401
Boston, MA 02110

Check if there are workplaces on file that are not identified here.

Guidehouse Inc.

Upon Governor & Executive Council Approval
through February 21, 2026

Contractor Name

Period Covered by this Certification

Nini Donovan, Partner

Name and Title of Authorized Contractor Representative



1/27/2023

Contractor Representative Signature

Date

STANDARD EXHIBIT E
Lobbying

The Grantee (aka "Campus" or "Contractor") identified in this General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Contract Period: Upon Governor & Executive Council Approval through February 21, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Representative Signature

Partner
Contractor Representative Title

Guidehouse Inc.
Contractor Name

1/27/2023
Date

STANDARD EXHIBIT F - Debarment

The Grantee (aka "Campus" or "Contractor") identified in this General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Contract, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction: If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, to whom this Contract is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, State may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee (aka "Campus" or "Contractor") certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.


Contractor Representative Signature

Partner
Contractor Representative Title

Guidehouse Inc.
Contractor Name

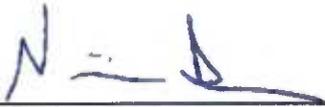
1/27/2023
Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Campus identified this General Provisions agrees by signature of the Contractor's representative to execute the following certification:

By signing and submitting this Contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Partner

Contractor Representative Signature

Contractor's Representative Title

Guidehouse Inc.

1/27/2023

Contractor Name

Date

STANDARD EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Contract the Grantee (aka "Contractor") certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Partner

Contractor Representative Signature

Contractor Representative Title

Guidehouse Inc.

1/27/2023

Contractor Name

Date

STANDARD EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Guidehouse Inc. (hereinafter called the "Grantee" and aka "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such date of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).



Contractor Representative Signature

Partner

Contractor Representative Title

Guidehouse Inc.

Contractor Name

1/27/2023

Date

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of Award
- 3) Funding Agency
- 4) NAICS code for contracts / CFDA program number for grants:
- 5) Program Source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principal place of performance
- 9) Unique identifier of the entity (SAMS ID)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees (aka "Contractors") must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


Contractor Representative Signature Partner
Contractor Representative Title

Guidehouse Inc. 1/27/2023
Contractor Name Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee (aka "Campus" or "Contractor") identified in this General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The SAM number for your entity is: N9NJK877QJK9

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GUIDEHOUSE INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 02, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 457291

Certificate Number: 0005777522



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Edward C. Eich, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Guidehouse Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on Oct 11, 2019,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Nini Donovan, Partner (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Guidehouse Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is 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. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. 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 position(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: Jan 6, 2023

ATTEST:

[Signature]
(Name & Title)
Secretary

