



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

May 12, 2023

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a **sole source** amendment to an existing contract with Guidehouse, INC., Vendor# 175497, 2941 Fairview Park Drive, Suite 501, Falls Church, VA 22042 in order to retain Guidehouse as a consultant and supportive resource for the State concerning COVID-19 federal relief funds, with an emphasis on American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF), by increasing the price limitation by \$8,541,000 from \$3,500,000 to \$12,041,000 and by extending the completion date from June 30, 2023 to June 30, 2027, effective upon Governor and Council approval. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. **100% Federal Funds.**

The original contract was approved by Governor and Council on June 16, 2021, item #64 and was amended on June 1, 2022, item #5D.

Funds are available as follows:

01-002-002-020210-Office of the Director,
24690000 - ARP Grants and Disbursements

103- 502507 Contracts for Ops Services

FY2023
\$8,541,000

EXPLANATION

This request is a **sole source** amendment to an existing contract approved by Governor and Council on June 16, 2021, Item #64 and amended on June 1, 2022, Item #5D, to continue services provided by Guidehouse through June 30, 2027, as current U.S. Treasury guidance indicates that based on the period of performance for ARPA SLFRF, federal reports will be collected through at least April 30, 2027.

Guidehouse has been under contract since June 2021 through GOFERR on behalf of the State for the purpose of providing guidance, consultation, and support on matters pertaining to COVID-19 federal relief funds, with a focus on ARPA SLFRF. Engaging Guidehouse in an amendment to its existing multi-year contract at this juncture is necessary to avoid a gap in services, with the current contract end date of June 30, 2023, and because ARPA SLFRF requires that all funds must be fully obligated by December 31, 2024. This amendment would result in a four-year contract extension with Guidehouse through the life of ARPA SLFRF, inclusive of reporting and compliance requirements that will exist into 2027.

His Excellency, Governor Christopher T. Sununu
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May 12, 2023
Page 2 of 2

Such an extension of Guidehouse's services will also help ensure continuity in resources used by the State and provided to agencies and communities across New Hampshire in the oversight, compliance, and utilization of federal COVID-19 relief funds. A well-built team at Guidehouse has worked closely with the State and localities and has proven to be an exceptionally valuable partner that plays a critical role alongside GOFERR in the administration and oversight of these federal funds.

Examples of the work Guidehouse conducts or helps facilitate include:

- Analysis concerning eligible uses of ARPA SLFRF for the State and communities that received direct allocations of federal funds
- Creating and utilizing tools that assist with federal reporting, project oversight, and compliance requirements for the State and localities
- Support and coordination with GOFERR and State agencies in the reporting and oversight processes
- Subject matter expertise concerning COVID-19 federal funding
- Development and facilitation of webinars and information sessions for State agencies and localities and providing one-on-one assistance to both

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Chasc Hagaman

Deputy Director, GOFERR

Amendment #2 to Contract between the Governor's Office for Emergency Relief and Recovery and Guidehouse, Inc.

The State of New Hampshire Governor's Office for Emergency Relief and Recovery ("GOFERR") and Guidehouse, Inc. ("Guidehouse" or "Contractor") hereby mutually agree to amend the Agreement previously entered into on June 16, 2021, and extended by Amendment #1, dated June 1, 2022, to revise the closing date to June 30, 2027, and increase the price limitation by \$8,541,000.

Wherefore the Grant Agreement is amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1 of 11) by increasing the Price Limitation by \$8,541,000.00, from \$3,500,000.00 to \$12,041,000.00.
2. Amend section 1.7, the Completion Date, as previously amended by Amendment #1, from June 30, 2023, to June 30, 2027, to the extent authorized by federal guidance.
3. Remove section 3.4 of Exhibit A, regarding the option for one-year contract extensions.
4. After section 4 of Exhibit A, add sections 5 through 20 that read as follows:

"5. Amend section 12 "Assignment/Delegation/Subcontracts" by adding after section 12.2 a new section 12.3 that reads as follows:

"Notwithstanding any other clause or term in this Agreement, including Exhibits, GOFERR, at its discretion and with approval of the Governor's Office, may transfer or assign its interest in this agreement to a different State agency. Such transfer or assignment by GOFERR must be provided in written notice at least fifteen (15) days prior to the transfer or assignment. All authorizations, rights, and responsibilities associated with this Agreement shall then transfer or be assigned to the subsequent/designated State agency."

6. The Contractor agrees to comply with all requirements applicable to contracts issued under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.

7. The Contractor must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are

solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises.

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(f) Requiring subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

8. The Contractor shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322. For the purposes of this requirement, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. The Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as prescribed by 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. The Contractor shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Contractor is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

11. The Contractor agrees to maintain active registration in the System for Award Management (SAM) throughout the term of this contract, and to provide evidence of

active registration and assignment of a Universal Entity Identifier (UEI) to the State as requested.

12. Per Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), contractors are prohibited from discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

13. Contractors shall not discriminate against individuals with disabilities and shall provide goods and services in a manner that is accessible to and usable by individuals with disabilities, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and its implementing regulations, and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)

14. In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:
A member of Congress or a representative of a committee of Congress;
An Inspector General;
The Government Accountability Office;
A Treasury employee responsible for contract or grant oversight or management;
An authorized official of the US Department of Justice or other law enforcement agency;
A court or grand jury; or
A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Contractor and all subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.

15. The Contractor must comply with all generally applicable environmental laws and regulations unless explicitly exempt under the U.S. Department of Treasury's SLFRF Final Rule, supplemental guidance, or the terms and conditions of this agreement or the prime agreement between Treasury and the State.

The Contractor will include this clause in all subcontracts and will ensure subcontractor compliance with these terms.

16. The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and

programs for their employees when operating company-owned, rented or personally owned vehicles.

17. The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

18. In accordance with 2 CFR 180.220, to the best of the Contractor's knowledge, the Contractor is not debarred, suspended, excluded, disqualified, or otherwise ineligible from participations in covered transactions as defined by 2 CFR 180. Should the Contractor become debarred, suspended, excluded, disqualified, or otherwise ineligible at any point during their contract term, the Contractor is responsible for notifying the State.

19. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (Exhibit D). Each tier certifies to the tier about that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1253. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Contractors shall comply with the provisions of 31 C.F.R. Part 21, which governs the lobbying activities of recipients of federal contracts, grants, and loans. Contractors shall disclose all lobbying activities related to the award of the contract and shall ensure that any subcontractors also comply with the regulation's requirements.

20. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and to take any necessary actions to ensure compliance. The Contractor shall promptly notify the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) of any violation of these standards, orders, or regulations."

5. Amend paragraph 1 of Exhibit B as follows:

"The Contractor may provide any of the following services, at the request and direction of GOFERR or its designee:"

6. Amend paragraph 1 of Exhibit B, bullet "f" as follows:

Revise the opening sentence to read, "Upon written approval by GOFERR's Executive Director, Deputy Director, or other designated GOFERR or State staff, design and/or administer grant or beneficiary programs;"

7. Amend paragraph 1 of Exhibit B, bullet “g” as follows:

“All Guidehouse services will be discussed and agreed upon in writing by GOFERR’s Executive Director, Deputy Director, or other designated GOFERR or State staff prior to beginning work.”

8. Add the following new section to paragraph 1 of Exhibit B, directly after subsection h:

- i. Assist GOFERR staff/the State with federal reporting and compliance for SLFRF;
 - i. Including but not limited to:
 - 1. Assistance/assessment of project eligibility;
 - 2. Quarterly and annual reporting assistance;
 - 3. The development, implementation, and oversight of internal compliance processes across all agencies that have received authorization to use SLFRF funds, in preparation for future audits; and
 - 4. Assisting with pending obligation and expenditure deadlines, including planning for any reallocations before December 31, 2024.

9. Amend paragraph 3 of Exhibit B to read as follows:

“All Guidehouse services will be discussed and approved by GOFERR’s Executive Director, Deputy Director, or other designated GOFERR or State staff prior to beginning work and performed on an hourly-rate basis. The work performed by Guidehouse will be limited by the capacity of staff hours approved by GOFERR. Scope and staff hours will be memorialized in writing, at least by an e-mail, from GOFERR.

10. Amend paragraph 2 of Exhibit C by removing the entirety of the second paragraph and replacing it with the following:

“Hourly billing rates will be based on the level of staff person at Guidehouse engaged in work under the terms outlined in this contract and shall be paid in accordance with the following:

| Level | Rate |
|--------------------|-------|
| Engagement Partner | \$468 |
| Director II | \$352 |
| Director I | \$310 |
| Manager II | \$220 |

| | |
|----------------------|-------|
| Manager I | \$215 |
| Senior Consultant II | \$200 |
| Senior Consultant I | \$167 |
| Consultant II | \$162 |
| Consultant I | \$144 |

The rates above are subject to a 3.5% annual cost-of-living increase, the calculation and addition of which have been accounted for in the anticipated total cost of this Agreement. Cost-of-living increases will go into effect for work performed by Guidehouse beginning July 1 each year, with the first increase no earlier than July 1, 2024.”

11. Amend paragraph 3 of Exhibit C to read as follows:

“Guidehouse, the Contractor, will be permitted to engage in work at a monthly cost not to exceed \$230,000 in State Fiscal Year 2024, \$175,000 in State Fiscal Year 2025, \$165,000 in State Fiscal Year 2026, and \$140,000 in State Fiscal Year 2027. Any work, projects, or invoicing that would result in a cost-per-month that would exceed these rates must receive written approval by GOFERR or its designee.”

12. Amend paragraph 5 of Exhibit C by replacing “...prior month to GOFERR by e-mail to Rhonda.D.Hensley-G@goferr.nh.gov.” with “...prior month to GOFERR by e-mail to Jane.Darrell-G@goferr.nh.gov and/or other relevant staff, as required by GOFERR or its designee.”

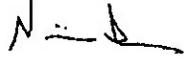
13. Amend paragraph 6 of Exhibit C from “GOFERR will review the invoices to verify the services performed are within the scope and pay invoices properly submitted up to contract amount of \$3,500,000.” to “GOFERR will review the invoices to verify the services performed are within the scope and pay invoices properly submitted up to the Price Limitation set forth in Section 1.8 above.”

14. Amend the second sentence of paragraph 8 of Exhibit C from “This contract expires upon reaching the contract maximum and corresponding work is completed or June 30, 2022, whichever comes first.” to “This contract expires upon reaching the contract maximum and corresponding work is completed or June 30, 2027, whichever comes first.”

After Exhibit C, add a new Exhibit D, a certification regarding lobbying, the text of which follows this amendment. All other provisions of the Agreement previously entered into on June 16, 2021, and extended by Amendment #1 shall remain in full force and effect.

Upon approval of the Governor and Executive Council, this amendment shall become effective on July 1, 2023.

Guidehouse Inc. Signature



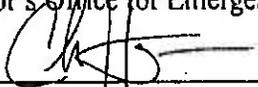
Date: May 18, 2023

Signature

Print Name: Nini Donovan

Title: Partner

Governor's Office for Emergency Relief and Recovery Signature:



Date: 05/19/2023

Signature

Print Name: Chase Hagaman

Title: Deputy Director

Approved as to form substance and execution NH Department of Justice (*If necessary*):



Date: 5/22/2023

Signature

Print Name: Sheri Phillips

Title: Assistant Attorney General

Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

Exhibit D

Certification Regarding Lobbying

CONTRACT AGREEMENT EXHIBIT ____ Lobbying

The Contractor identified in Section 1.3¹ of the 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

Program: Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period: June 16, 2021 to June 30, 2027

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:
 - a. the awarding of any federal contract.
 - b. the making of any federal grant.
 - c. the making of any federal loan.
 - d. the entering into of any cooperative agreement.
 - e. the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

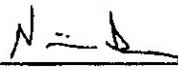
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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

¹ If not using a standard P37 contract form, substitute the section that identifies the contractor in your contract.

award document for sub-contracts subcontractors 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.

| | |
|---|--------------------------------|
|  | Partner |
| Grantee Representative Signature | Grantee's Representative Title |
| Nini Donovan | May 18, 2023 |
| Grantee Name | Date |

Certificate of Authority # 6

(Limited Partnership or LLC- Corporate General Partner or Manager)

Corporate Resolution

I, Edward Eich, hereby certify that I am duly elected ^{Off} Clerk/Secretary of Guidehouse Inc.. I hereby certify the following is a true copy of a vote taken at a Guidehouse Inc. meeting of the Board of Directors/shareholders, duly called and held on October 11, 2019, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Ninji Donovan, Partner is duly authorized to enter a contract on behalf of Guidehouse Inc. which is the general partner of _____ a limited partnership, with the Governor's Office for Emergency Recovery and Relief, State of New Hampshire and

_____ a limited partnership, with the Governor's Office for Emergency Recovery and Relief, State of New Hampshire and

_____ a limited partnership, with the Governor's Office for Emergency Recovery and Relief, State of New Hampshire 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 May 19, 2023. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: May 19, 2023

ATTEST: [Signature]
Edward (Name & Title)
Eich
Secretary



CERTIFICATE OF INCUMBENCY

I, Edward C. Eich, the undersigned General Counsel and Secretary of Guidehouse Inc., a Delaware corporation (the "Company"), do hereby certify that any person with the title of Partner is an authorized signatory with authority to make proposals and execute contracts on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Company this 16th day of May, 2022.



Edward C. Eich
General Counsel and Secretary



Business Information

Business Details

| | |
|--|---|
| Business Name: GUIDEHOUSE INC. | Business ID: 457291 |
| Business Type: Foreign Profit Corporation | Business Status: Good Standing |
| Business Creation Date: 12/02/2003 | Name in State of Incorporation: GUIDEHOUSE INC. |
| Date of Formation in Jurisdiction: 12/02/2003 | |
| Principal Office Address: 1676 International Drive,, Suite 800, McLean, VA, 22102, USA | Mailing Address: 1676 International Drive,, Suite 800, McLean, VA, 22102, USA |
| Citizenship / State of Incorporation: Foreign/Delaware | |
| | Last Annual Report Year: 2023 |
| | Next Report Year: 2024 |
| Duration: Perpetual | |
| Business Email: CLS-CTARMSvidence@wolterskluwer.com | Phone #: NONE |
| Notification Email: CLS-CTARMSvidence@wolterskluwer.com | Fiscal Year End Date: NONE |

Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|------|---|--|
| 1 | Professional, Scientific, and Technical Services | Administrative Management and General Management Consulting Services |
| 2 | OTHER / CONSULTING SERVICES TO THE PRIVATE AND PUBLIC BUSINESS & GOVERNMENTAL SECTORS | |

Principals Information

| Name/Title | Business Address |
|--|---|
| Scott Ralston McIntyre, / President | 1676 International Drive, Suite 800, McLean, VA, 22102, USA |
| Deborah Frances Ricci, / Chief Financial Officer | 1676 International Drive, McLean, VA, 22102, USA |
| Edward Clinton Eich, / Secretary | 1676 International Drive, McLean, VA, 22102, USA |
| Alexander Nash Appel, / Director | 1676 International Drive, McLean, VA, 22102, USA |
| Lloyd Henry Dean, / Director | 1676 International Drive, McLean, VA, 22102, USA |

< Previous ... 1 **2** ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name: C T Corporation System

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

| Trademark Number | Trademark Name | Business Address | Mailing Address |
|------------------|----------------|------------------|-----------------|
|------------------|----------------|------------------|-----------------|

No records to view.

[Filing History](#)
 [Address History](#)
 [View All Other Addresses](#)
 [Name History](#)
 [Shares](#)
[Businesses Linked to Registered Agent](#)
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Aon Risk Services, Inc. of Washington, D.C. 2001 K Street NW Suite 625 N Washington DC 20006 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| INSURED Guidehouse Inc. 1676 International Drive Suite 800 McLean VA 22102 USA | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: National Fire Ins. Co. of Hartford NAIC # 20478 | |
| | INSURER B: The Continental Insurance Company 35289 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

Holder Identifier :

Certificate No : 570099255405

COVERAGES CERTIFICATE NUMBER: 570099255403 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. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6057010444 | 05/01/2023 | 05/01/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 6057010461 AOS 6072069738 CA | 05/01/2023 | 05/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER Governor's Office for Emergency Relief and Recovery (GOFERR) 1 Eagle Square Concord NH 03301 USA | 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 <i>Aon Risk Services Inc. of Washington D.C.</i> |
|---|--|

MAY 24 '22 PM 12:49 RCVD

JD mac



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

May 23, 2022

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into an amendment to an existing sub award (or grant) agreement with Guidehouse, INC., Vendor# 175497, 2941 Fairview Park Drive, Suite 501, Falls Church, VA 22042, for a continuation of consultation services to assist GOFERR and other relevant state and local government entities with ongoing work, helping to maximize the federal funding currently available through the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF), effective upon Governor and Council approval from July 1, 2022 through June 30, 2023, with no change to the price limitation. This is an allowable use of ARPA FRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

EXPLANATION

This request is to amend an existing sub award approved by Governor and Council on June 16, 2021, Item #64, to continue services provided by Guidehouse from July 1, 2022, until June 30, 2023, and is not an increase of funds. The previously-approved contract included the option to extend the agreement for an additional year, an extension that GOFERR has deemed necessary to continue facilitating the use of funding from ARPA SLFRF.

GOFERR has been utilizing Guidehouse to assist with ARPA fund administration, allocation, program oversight, compliance, and federal reporting. Guidehouse also provides support and consultation to localities (Non-Entitlement Units of government, or NEUs, as defined by U.S. Treasury) as part of the State's distribution of Local Fiscal Recovery Funds (LFRF).

Should the Governor and Council not authorize this request, GOFERR will not be able to help the State fully maximize the benefits of the remaining ARPA SFRF funding, given the contractor's expertise as it relates to COVID-19 pandemic relief, as well as rules and regulations concerning these federal funds.

Respectfully submitted,

Chase Hagaman,
Deputy Director, GOFERR

Amendment #1 to Contract between the Governor's Office for Emergency Relief and Recovery and Guidehouse, Inc.

WHEREAS, pursuant to an Agreement approved by Governor and Council on June 16, 2021 between the Governor's Office for Emergency Relief and Recovery, hereinafter "GOFERR" and Guidehouse, Inc., hereinafter referred to as "Contractor" the Contractor agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the GOFERR, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment 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, unless no such approval is required under the circumstances pursuant to State law, rule or policy;

WHEREAS, pursuant to the Agreement, Exhibit A, Paragraph 3.4, GOFERR may extend the Agreement for up to two (2) additional one (1) year terms;

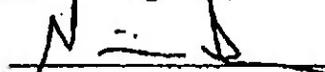
WHEREAS, GOFERR wishes to exercise the first one year extension, and the Contractor and the GOFERR have agreed to the extension with no alteration of any other terms;

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:

Section 1.7 Completion Date is hereby amended to extend completion from June 30, 2022 to June 30, 2023. All other terms shall remain the same.

Guidehouse Inc. Signature



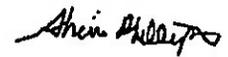
Signature Date: 5/16/2022
Print Name: Nini Donovan Title: Partner

Governor's Office for Emergency Relief and Recovery Signature:



Signature Date: 5/20/2022
Print Name: Chase Hagaman Title: Deputy Director, GOFERR

Approved as to form substance and execution NH Department of Justice (If necessary):



Signature Date: 5/23/2022
Print Name: Sheri Phillips Title: Assistant Attorney General

Approved New Hampshire Governor and Council (If necessary): _____ Date: _____

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 INCUMBENCY

I, Edward C. Eich, the undersigned General Counsel and Secretary of Guidehouse Inc., a Delaware corporation (the "Company"), do hereby certify that any person with the title of Partner is an authorized signatory with authority to make proposals and execute contracts on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Company this 16th day of May, 2022.



Edward C. Eich
General Counsel and Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc. of Washington, D.C.
2001 K Street NW
Suite 625 N
Washington DC 20006 USA

CONTACT NAME:
PHONE (A.C. No. Expt): (866) 728-7122 FAX (A.C. No.): (800) 383-0205
INSURER(S) AFFORDING COVERAGE NAIC #

INSURED
Guidehouse Inc.
1676 International Drive
Suite 800
McLean VA 22102 USA

INSURER A: The Continental Insurance Company 35289
INSURER B: National Fire Ins. Co. of Hartford 20478
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES **CERTIFICATE NUMBER: 570092929476** **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. **Limits shown are as requested**

| TYPE | TYPE OF INSURANCE | ADDITIONAL BURN (INSR. WKS) | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|-------------------------------------|---|-----------------------------|-------------------------------------|-------------------------------|-------------------------------|---|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | 6057010444 | 05/01/2022 | 05/01/2023 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| <input checked="" type="checkbox"/> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MD) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | WC657010461 AOS 6072069738 CA | 05/01/2022 | 05/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER
Governor's Office for Emergency Relief and Recovery (GOPERR)
1 Eagle Square
Concord NH 03301 USA

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
Aon Risk Services Inc. of Washington D.C.

Holder Identifier :
Certificate No : 570092929476



STATE OF NEW HAMPSHIRE

JUN03'21 PM 4:32 RCVD

JUN03'21 PM 4:32 RCVD

64 72



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

June 1, 2021

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a Retroactive, Sole Source contract with Guidehouse, INC., Vendor# 175497, 2941 Fairview Park Drive, Suite 501, Falls Church, VA 22042, in the amount of \$3,500,000 for consultation services to assist GOFERR with ongoing work or other relevant state government entities helping to maximize the federal funding currently available with American Rescue Plan Act (ARPA), effective retroactive to June 8, 2021 upon Governor and Council approval through June 30, 2022. Funding Source: 100% Federal Funds.

All transactions will be accounted for using activity codes to be determined and as assigned by GOFERR. Funding is available as follows:

| | |
|--|----------------|
| 01-02-002-020210 - Office of the Director, | <u>FY 2022</u> |
| 24xxxxxx , ARP Grants and Disbursements; | \$3,500,000 |
| 103-502507 Contracts for Op Services | |

EXPLANATION

This request is Retroactive because the first tranche of ARPA funds have already arrived in the New Hampshire State account, the funds for the nonentitlement units of Local government are expected at any moment and Treasury has issued guidance and interim rules regarding this funding that there may be need to provide comments regarding and to provide guidance on. This item is Sole Source as Guidehouse is the one of the only providers of this service, is currently working with other NE States including Vermont, is the highly credentialed and is available to start work immediately.

The purpose of this request is to provide consultation services offering expertise to the GOFERR and the State in administering, auditing, and reporting on COVID-19 federal relief funds, including providing assistance and guidance to nonentitlement units of Local government

The contractor may provide any of the following services, at the request and direction of the GOFERR to include:

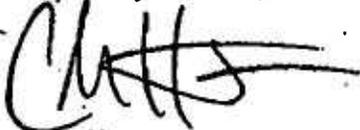
- Supplemental ongoing work of GOFERR or other relevant state government entities
- Assist GOFERR and the State in maximizing federal funding currently available and helping position projects for future funding source

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 1, 2021
Page 2 of 2

- Provide funding opportunity for tracking, funding application assistance and federal funding monitoring
- Assist municipalities, counties and other nonentitlement units of local government with federal funds.

Should the Governor and Council not authorize this request, the GOFERR will not be able fully maximize the benefits of the ARPA funding for the state without this contractor's expertise as it relates to COVID-19 pandemic and these federal funds.

Respectfully submitted,



Chase Hagaman,
Deputy Director, GOFERR

FORM NUMBER P-37 (version 12/11/2019)

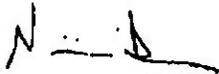
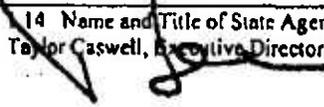
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

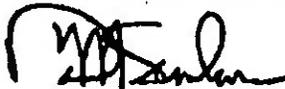
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|-------------------------------------|
| 1.1 State Agency Name Governor's Office for Emergency Relief and Recovery(GOFERR) | | 1.2 State Agency Address 1 Eagle Square Concord, New Hampshire 03301 | |
| 1.3 Contractor Name GUIDEHOUSE, INC. | | 1.4 Contractor Address 2941 Fairview Park Drive, Suite 501, Falls Church, VA, 22042. | |
| 1.5 Contractor Phone Number 617-596-7633 | 1.6 Account Number 020210 - 24xx - 103 - 502507 | 1.7 Completion Date June 30, 2022 | 1.8 Price Limitation \$3,500,000 |
| 1.9 Contracting Officer for State Agency Chase Hagaman, Deputy Director, GOFERR | | 1.10 State Agency Telephone Number 603-271-7947 | |
| 1.11 Contractor Signature  Date: 5/26/2021 | | 1.12 Name and Title of Contractor Signatory Neil Donohuan, Partner | |
| 1.13 State Agency Signature  Date: 5/27/21 | | 1.14 Name and Title of State Agency Signatory Taylor Caswell, Executive Director, GOFERR | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Jill Perlow</u> On: 5/28/21 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: JUN 16 2021 | | | |



DEPUTY SECRETARY OF STATE

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.

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

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

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

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, as 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 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 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 and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, 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.) The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 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 – SPECIAL PROVISIONS

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

1. The following paragraphs are added to Section 3:

Paragraph 3.1 is amended by adding to the end: "Notwithstanding this paragraph, this contract shall be effective on June 8, 2021, upon subsequent approval by Governor and Executive Council.

"3.3 State of Emergency Impacts. The Contractor acknowledges and agrees that this Contract was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Contract, any such disruption, delay, or other impact was foreseeable at the time this Contract was entered into by the Parties and does not excuse the Contractor's performance under this Contract. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Contract, the Contractor shall immediately notify the Deputy Director. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Director shall have the right to temporarily modify, substitute, or decrease the Services, within the Scope of Services, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Contract so as to achieve compliance therewith; provided such modifications are within the Scope of Services and cost limitations of this Contract. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Contract.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Contract with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Contract with a commensurate reduction in the price.

3.4. The State may extend the Agreement for up to two (2) additional one (1) year terms from the Completion Date, contingent upon satisfactory delivery of services, availability of funding, and appropriate State approval. All terms and conditions for any extension period shall remain the same, except that Contractor may request an increase in the hourly rate of the lesser of the current lowest billing rate offered to any other government entity client for the applicable year or an increase in the rates set out in Exhibit C of no more than the increase in the overall CPI for the Northeast region for the most recent year

Initials *AD*
Date 6/21/2021
Page 5 of 11

2. The following paragraph is added to Section 7:

"7.4 The State shall have the right to request removal or reassignment of any personnel assigned by Contractor. The State shall not be required to state the reason for the request."

3. The following paragraph is added to Section 10:

10.4 The Contractor acknowledges and agrees to be bound by the GOFERR's policies on confidentiality and safeguarding of information, including but not limited applicant confidential business information, discretionary policy making discussions and information and safeguarding of executive privilege.

4. The following paragraph is added to Section 13:

13.1 **LIMITATION OF LIABILITY.** Notwithstanding any term herein, and except to the extent finally determined to be prohibited by law, Contractor's aggregate liability for all claims, losses, liabilities, or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Contractor in the previous twelve (12) months for the particular Service giving rise to the liability under this agreement. In addition, Contractor will not be liable for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, Contractor shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the State.

EXHIBIT B – SCOPE OF SERVICES

1. The Contractor may provide any of the following services, at the request and direction of GOFERR:
 - a. Supplement the ongoing work of GOFERR or other relevant state government entities as needed;
 - i. Including but not limited to:
 1. Providing information and analysis on the variety of funding types available to state agencies and recommending appropriate administrators;
 - a. For example – Identifying funding allocated to agencies such as DHHS, suggesting programming that may be an appropriate use for it or funding and programming that could be an appropriate complement, as well as identifying potential agency or third-party program administrators best suited to manage or facilitate those funding opportunities;
 2. Engaging stakeholders as directed by GOFERR to aid in program development;
 3. Assessing the State and GOFERR specific public-transparency efforts and success metrics, comparing those efforts to other states, and making recommendations on potential changes;
 4. Updating GOFERR senior leadership on developments within the federal government on potentially forthcoming state and local funding availability, regulations, rules, guidance, FAQs, and reporting requirements;
 5. Engaging in program development and roll out, if needed; and
 6. Assessing potential for collection and usage of outcome measurements and metrics;
 - b. Assist GOFERR and the State in maximizing federal funding currently available and helping position projects for future funding sources;
 - i. Including but not limited to:
 1. Providing state-level federal regulatory, guidance documents, and FAQs review and interpretation, New Hampshire specific guidance, and funding strategy advice, with respect to the Consolidated Appropriations Act, the American Rescue Plan Act, and any future federal aid packages made available while this contract is active;
 2. Assisting in providing feedback to the federal government related to funding guidance; and

Initials *ND*
Date *5/21/2021*
Page 7 of 11

3. Gathering feedback submitted to the federal government by other states, organizations, and entities;
- c. Provide funding opportunity tracking, funding application assistance, and federal funding monitoring;
 - i. Including but not limited to:
 1. Identifying for GOFERR COVID related federal funds as well as federal stimulus and infrastructure dollars, that may be used by GOFERR, other agencies, or open the door for complimentary programming facilitated by third-parties;
 - a. Federal funding sources could pertain to those being discussed in Washington, including the ongoing allocation of ARP funds, potential infrastructure investment legislation, and more.
 - d. Create federal funds guidance materials and/or trainings;
 - i. Including but not limited to:
 1. Providing detailed reports and analysis, and/or host webinars, that may help provide clarity with regard to federal guidance;
 - e. Provide guidance related to reporting requirements/submissions;
 - f. Upon written approval by the Executive Director of GOFERR, design and/or administer grant or beneficiary programs;
 - i. Including but not limited to:
 1. Creating a program application for use within GOFERR data and customer management systems and drafting grant or award agreements necessary for said program; and/or
 2. Reviewing applications to grant or beneficiary programs to determine eligibility and/or award amount.
 - g. All Guidehouse services will be discussed and agreed upon in writing by GOFERR's Executive Director, prior to beginning work.
 - h. Assist municipalities, counties, and other nonentitlement units of local government with federal funds;
 - i. Including but not limited to:
 1. Providing high-level guidance to localities and counties on availability and use of federal funds;
 2. Creating and providing a custom reporting template for Treasury reporting relative to those funds;
 3. Training on program design and reporting requirements (such as webinars or teleconferences);
 4. Consulting on general eligibility of potential programs;

Initials *ND*
Date 8/21/2021
Page 8 of 11

5. Guidance on best practices for transparency efforts;
 6. Create an online portal and/or calling center for localities and counties to submit questions or assist with responding to inquiries from localities and counties submitted to a portal referred by GOFERR; and
 7. Other high-level support for localities and counties as needed and directed by GOFERR, which could include more involved program and website design efforts.
2. To the extent such services and guidance require the use or involvement of Guidehouse team members and staff, GOFERR retains the right to determine which Guidehouse team members and staff are best suited to engage the GOFERR team on various projects, subject to the availability of those Guidehouse team members and staff.
 3. All Guidehouse services will be discussed and approved by the Executive Director of GOFERR prior to beginning work and performed on an hourly-rate basis. The work performed by Guidehouse will be limited by the capacity of staff hours approved by GOFERR. Scope and staff hours will be memorialized in writing, at least by an e-mail, from GOFERR.

EXHIBIT C - CONTRACT PRICE/PRICE LIMITATION/ PAYMENT

1. Contractor must be registered with the Department of Administrative Services for a State of New Hampshire vendor number in order for a payment to be issued. Registration can be done online at:
[https://dos.nh.gov/purchasing/vendorregistration/\(S/5wm5gw45ho4qvr55aww2qs55\)/welcome.aspx](https://dos.nh.gov/purchasing/vendorregistration/(S/5wm5gw45ho4qvr55aww2qs55)/welcome.aspx).

Payment will be by check or ACH, depending on the vendor registration.

2. Contractor will consult with and seek approval from GOFERR in writing of staffing levels for specific projects. Multiple staff performing the same function will generally not be approved. GOFERR retains the right and ability to exercise discretion in determining which Guidehouse staff and team members work with GOFERR.

Hourly billing rates will be based on the level of staff person at Guidehouse engaged in work under the terms outlined in this contract in accordance with the following:

| Staff Level | Hourly Rate |
|---------------------------------------|-------------|
| Engagement Partner/Principal III | \$304 |
| Engagement Leader/Principal II | \$300 |
| Subject Matter Specialist/Principal I | \$294 |
| Program Manager/Director | \$286 |
| Sr. Project Manager | \$261 |
| Project Manager | \$236 |
| Associate III | \$206 |
| Associate II | \$171 |
| Associate I | \$152 |
| Analyst II | \$124 |
| Analyst I | \$99 |
| Support Analyst | \$89 |
| Support Staff II | \$68 |
| Support Staff I | \$58 |
| Administrative Support | \$52 |

Initials *AD*
 Date 8/21/2021
 Page 10 of 11

3. Guidehouse, the Contractor, will be permitted to engage in work at a monthly cost not to exceed \$150,000. Any work, projects, or invoicing that would result in a cost-per-month that would exceed \$150,000 must receive written approval by GOFERR.
4. Work performed by the Contractor should be done primarily off site to GOFERR at locations that do not require travel costs, including Guidehouse offices and remote locations. To the extent that GOFERR requests New Hampshire on-site work, travel-related expenses will be charged at cost. Travel related expenses shall not include travel time.
5. Contractor will submit an invoice by the 10th of each month for the number of hours spent in the prior month to GOFERR by e-mail to Rhonda.D.Hensley-G@goferr.nh.gov. The invoice will include: 1) dates of the covered period for which the invoice applies and date on which the invoice is being submitted to GOFERR; 2) name of staff person(s) engaged in GOFERR-approved work, as well as the staff level and hourly rate; 3) number of hours of work performed by each staff person weekly during the covered period; 4) nature of the work performed by each staff person; 5) specific project for which work was performed by each staff person; and 6) cumulative hours worked, average hourly rate, and total cost being billed to GOFERR for the covered period (IE: monthly).
6. GOFERR will review the invoices to verify the services performed are within scope and pay invoices properly submitted up to contract amount of \$3,500,000.
7. Every attempt will be made to process payment within 15 days of invoice receipt. Payment will be made within 30 days of an undisputed invoice.
8. The maximum contract amount is based upon provided cost projections for defined work while providing room for expanded services. This contract expires upon reaching the contract maximum and corresponding work is completed or June 30, 2022, whichever comes first.

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 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: 457191

Certificate Number: 0005373494



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF INCUMBENCY

I, Edward C. Eich, the undersigned General Counsel and Secretary of Guildhouse Inc., a Delaware corporation (the "Company"), do hereby certify that any person with the title of Partner is an authorized signatory with authority to make proposals and execute contracts on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Company this 26th day of May, 2021.



Edward C. Eich
General Counsel and Secretary



