

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149**

PARTICIPATING ENTITY: STATE OF NEW HAMPSHIRE

This Participating Addendum (the "PA") is made this 31st day of March, 2021 (the "PA Effective Date"), between the State of New Hampshire ("Participating Entity"), and AT&T Corp. ("Contractor") (Participating Entity and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019, as amended (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates the following entities: political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization) in the State of New Hampshire, as eligible to participate under the Agreement. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the Agreement. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities. State of New Hampshire agencies shall use only the FirstNet data and pool plans outlined in MA149. Additional services offered by AT&T through MA149 are available to participating entities including FirstNet.

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon Contractor's acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participating Entity:

Name: Erica Brisson
Title: Purchase Agent
Address: 25 Capitol St.
Concord, NH 03301
Telephone: 603-271-7272
Fax Number:
E-Mail: Erica.D.Brisson@das.nh.gov

Lead State:

Name: Christopher Jennings
Title: Assistant Director
Address: 3140 State Office Bldg.
Salt Lake City, UT 84114
Telephone: 801-538-3157
Fax Number: 801-538-3882
E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: William Watson
Title: Client Manager
Address: 61 Split Brook Road
Nashua, NH 03060
Telephone: (978) 399-4273
Fax Number:
E-Mail: bill.watson@att.com

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

7.2 K-12 Program. The Parties acknowledge and agree that K-12 Students may participate in the Agreement in accordance with the terms and conditions set forth in Exhibit "A" hereto and incorporated herein by reference.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 10. Equipment Installment Program.

10.1 EIP. Participating Entity intends to purchase certain Equipment for its CRUs under the Agreement pursuant to AT&T's Equipment installment payment option program (the "EIP"). Participating Entity represents, acknowledges and agrees that its participation in the EIP: (i) does not violate any applicable procurement rules in effect as of the Participating Addendum Effective Date; (ii) will not disqualify AT&T from any future procurements with the Participating Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the EIP Agreement.

10.2 Application of EIP Agreement. To participate in EIP, acknowledges that Participating Entity, any Purchasing Entities, its representatives, and/or its CRUs will be required to accept the terms and conditions of a Retail Installment Agreement. Notwithstanding the foregoing, Participating Entity and AT&T hereby acknowledge and agree that any terms and conditions in the Retail Installment Agreement that are in material conflict with the Agreement, or that are not allowable under applicable law will not apply, and that the Agreement will control in the event of any material conflict between the Agreement and the Retail Installment Agreement.

10.3 IRUs. IRUs under the Agreement may opt to use the EIP and their use of that program will be governed by the Retail Installment Agreement and is not affected by §§10.1 and 10.2 herein.

Section 11. Custom FirstNet Mobile Plans – Agency Paid. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §11 (including all sub-sections and Tables), AT&T will provide Participating Entity and its eligible CRUs the custom FirstNet Mobile Plans described in §11 (the "Custom FirstNet Mobile Plans"). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans' corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §11 and the applicable Sales Information, this §11 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participating Entity's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice. The term "MSC" in the tables below means "Monthly Service Charge."

[TEXT ENDS ON THIS PAGE – NEXT PAGE STARTS WITH TABLE 11.1]

**TABLE 11.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.88 MSC	\$24.62 MSC	\$36.12 MSC	\$207.24 MSC	\$377.44 MSC	\$1,762.04 MSC	\$3,385.84 MSC
For use with a subsidized device	\$35.88 MSC	\$44.62 MSC	\$56.12 MSC	\$227.24 MSC	\$397.44 MSC	\$1,782.04 MSC	\$3,405.84 MSC

**TABLE 11.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line For use with an unsubsidized device	\$10.99 MSC
Add-a-Line For use with a subsidized device	\$22.99 MSC

**TABLE 11.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$10.24 MSC	\$15.99 MSC	\$22.99 MSC	\$201.60 MSC	\$371.80 MSC	\$1,766.40 MSC	\$3,380.20 MSC
For use with a subsidized device	\$20.24 MSC	\$25.99 MSC	\$32.99 MSC	\$211.60 MSC	\$381.80 MSC	\$1,766.40 MSC	\$3,390.20 MSC

**TABLE 11.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data- only Devices
Monthly Service Charge	\$44.99	\$39.99	\$37.99

**TABLE 11.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 MSC
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 MSC

**TABLE 11.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 MSC
---	---------------

Section 12. Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participating Entity and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participating Entity hereby authorizes AT&T to provide such individuals with the discounts set forth in §12 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participating Entity must remain eligible for the Custom FirstNet Mobile Plans described in §11 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participating Entity, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 12.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.62	\$36.12	\$10.99	\$15.99	\$22.99

**TABLE 12.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$37.99

Section 13. Custom Offers. Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §13 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the following custom offers: (a) the custom Unlimited Data Throttle Plan for Government Plan described in §13.1 herein (the "Custom Unlimited Data Only Plan"); (b) the custom pooled plan with unlimited data described in §13.2 herein (the "Custom Pooled Plan with Unlimited Data"); (c) the custom integrated tethering plan described in §13.3 herein (the "Custom Integrated Tethering Plan"); (d) the custom Business Nation Unlimited Voice Only Plan described in §13.4 herein (the "Custom Business Nation Unlimited Voice Only Plan"); and (e) the custom Mobile Select Pooled Plans described in §13.5 herein (the "Custom Mobile Select Pooled Plans") (the Custom Unlimited Data Only Plan, the Custom Pooled Plan with Unlimited Data, the Custom Integrated Tethering Plan, the Custom Business Nation Unlimited Voice Only Plan, and the Custom Mobile Select Pooled Plans, are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. The Custom Offers are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §13 and the applicable Sales Information, this §13 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participating Entity's account is active and in good standing with respect to the applicable CRU.

13.1 Custom Unlimited Data Only Plan. Contractor will provide Participating Entities and their qualified CRUs with the standard Unlimited Data Throttle Plan for Government (the "Unlimited Data Only Plan") for a Monthly Service Charge of \$37.99.

13.2 Custom Pooled Plan with Unlimited Data. The following applies to the Custom Pooled Plan with Unlimited Data: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information; and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Plan with Unlimited Data is further described in Table 13.2.

**TABLE 13.2
CUSTOM POOLED PLAN WITH UNLIMITED DATA**

	GOV Pooled Unlimited Plan
Monthly Service Charge	\$39.99
Anytime Minutes	Unlimited
Voice Overage Rate	N/A
Included Nights & Weekend Minutes	Unlimited
Included Mobile to Mobile Minutes	Unlimited
Domestic Long Distance	Included
Domestic Roaming	Included
Monthly Service Charge Discount	N/A
Rollover Minutes	N/A
Included Domestic Data Access	Unlimited
Unlimited Text	Yes

13.3 Custom Integrated Tethering Plan. The following applies to the Custom Integrated Tethering Plan: (a) the Voice Service rates, terms and conditions set forth in the AT&T Business Pooled Nation Sales Information, and (b) the Wireless Data Service rates terms and conditions set forth in the AT&T Business Pooled Nation for Data Sales Information. The Custom Integrated Tethering Plan is further described in Table 13.3.

**TABLE 13.3
CUSTOM INTEGRATED TETHERING PLAN**

	GOV Pooled Unlimited Plan
Monthly Service Charge	\$47.99
Anytime Minutes	Unlimited
Voice Overage Rate	N/A
Included Nights & Weekend Minutes	Unlimited
Included Mobile to Mobile Minutes	Unlimited
Domestic Long Distance	Included

Domestic Roaming	Included
Monthly Service Charge Discount	N/A
Rollover Minutes	N/A
Included Domestic Data Access	Unlimited
Domestic Data Usage Tethering Cap	10GB
Unlimited Text	Yes
Tethering & Mobile Hotspot: Includes up to 10GB per line per month. After 10GB, tethering speed will be slowed to a max of 128Kbps for the rest of the bill cycle (except for these products: Connected Cars, Hot Spots, and Wireless Home Phone and Internet).	

13.4 Custom Business Nation Unlimited Voice Only Plan. The following applies to the Custom Business Nation Unlimited Voice Only Plan: the Voice Service rates, terms and conditions set forth in the AT&T Business Nation Sales Information. The Custom Business Nation Unlimited Voice Only Plan is further described in Table 13.4.

**TABLE 13.4
CUSTOM BUSINESS NATION
UNLIMITED VOICE ONLY**

	Business Nation Unlimited Voice Plan
Monthly Service Charge	\$24.99
Anytime Minutes	Unlimited
Voice Overage Rate	N/A
Included Nights & Weekend Minutes	Unlimited
Included Mobile to Mobile Minutes	Unlimited
Domestic Long Distance	Included
Domestic Roaming	Included
Monthly Service Charge Discount	N/A
Rollover Minutes	N/A

13.5 Custom Mobile Select Pooled Plans. The following applies to the Custom Mobile Select Pooled Plans: the Voice Service rates, terms and conditions set forth in the AT&T Mobile Select Sales Information. The Custom Mobile Select Pooled Plans are further described in Table 13.5.

**TABLE 13.5
CUSTOM MOBILE SELECT POOLED PLANS**

	Mobile Select 1GB Pooled Plan	Mobile Select 3GB Pooled Plan	Mobile Select 5GB Pooled Plan	Mobile Select 7GB Pooled Plan	Mobile Select 10 GB Pooled Plan
Monthly Service Charge	\$16.00	\$24.00	\$30.00	\$36.00	\$45.00
Anytime Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Voice Overage Rate	N/A	N/A	N/A	N/A	N/A
Included Nights & Weekend Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

Included Mobile to Mobile Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Domestic Long Distance	Included	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A	N/A
Included Domestic Data Access	1GB	3GB	5GB	7GB	10GB
Domestic Data Usage Overage Charge	\$0.000009536 /KB	\$0.000009536 /KB	\$0.000009536 /KB	\$0.000009536 /KB	\$0.000009536 /KB
Unlimited Text	Included	Included	Included	Included	Included

Section 14. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit B, attached hereto and incorporated herein by reference.

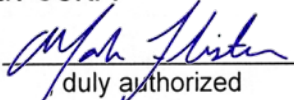
Section 15 Non-Exclusivity.

This Agreement shall be considered non-exclusive in nature. Participant expressly reserves the right to contract the same or similar services as are being offered under this Agreement from other vendors. Participant will be under no obligation to purchase any of the Equipment or Services offered under this Agreement and make no guarantee to Contractor of any kind relating to volume of purchases to be made under this Agreement.

Section 16. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations, or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

AT&T CORP.

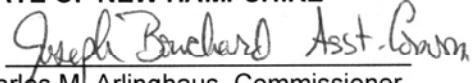
By: 
duly authorized

Name: Mark Flister

Title: Sr. Contract Manager

Date: 04/01/2021

STATE OF NEW HAMPSHIRE

By:  Asst. Comm.
for Charles M. Arlinghaus, Commissioner
Department of Administrative Services,
duly authorized

Name: Joseph Bouchard

Title: Assistant Commissioner

Date: Apr. 31, 2021

EXHIBIT A

K-12 PROGRAM

1. K-12 Student Participation in Program. Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes K-12 Students to participate in the Agreement as CRUs. Under the PA, the term "K-12 Student" means an individual currently enrolled as a full-time student within grades K-12 at the Participating Entity's qualified educational institution within Participating Entity's State, District, or other applicable jurisdiction. K-12 Students cannot receive Service, Equipment and/or related products under the Agreement as IRUs.

2. Invoicing. Consolidated invoicing is the only invoicing option available with respect to K-12 Students. The Corporate Responsibility User Invoicing option, such option is not available in any respect for such K-12 Students.

3. Internet Safety Policy. Each Participating Entity hereunder represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.

4. Consents and Notices.

4.1 Parental Consents. Each Participating Entity hereunder is responsible for obtaining from each K-12 Student's legal guardian any and all consents necessary for access to and use of the Equipment and Service by the K-12 Student.

4.2 Additional Notices.

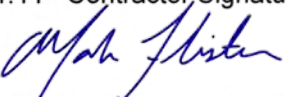
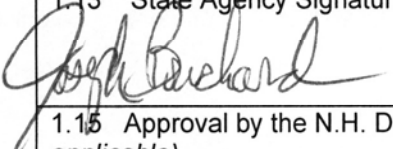
4.2.1 Notices Regarding Service and Equipment. Each Participating Entity hereunder will advise the legal guardian of each of its K-12 Students that the legal guardian must read all Sales Information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor's Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. Participating Entity will also provide to the legal guardian of each such K-12 Student, and advise the legal guardian to read, any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.

4.2.2 Notices Regarding Location-Based Services. Each Participating Entity hereunder will advise the legal guardian of each of its K-12 Students that (a) the Equipment used by such K-12 Student may be location-enabled, and (b) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by K-12 Students to be tracked. In the event a Participating Entity or one of its K-12 Students downloads any such tracking application to Equipment used by a K-12 Student, that Participating Entity will provide clear and conspicuous notice to the legal guardian of such K-12 Student. Participating Entities will also ensure that their K-12 Students are not able to download such tracking applications themselves.

5. E-Rate Funding. If a Participating Entity intends to seek E-Rate funding for the Service made the basis of the Agreement, such Participating Entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent Participating Entity relies upon Contractor to invoice USAC for the discounted portion of the Service, Participating Entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.

EXHIBIT B. ADDITIONAL TERMS AND CONDITIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name AT&T Corp		1.4 Contractor Address 208 S. Akard Street Dallas, TX 75202	
1.5 Contractor Phone Number 410-564-0873	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Erica D Brisson Digitally signed by Erica D Brisson DN: cn=Erica D Brisson, o=Division of Procurement & Support Sys, ou=Department of Administrative Sys, email=erica.d.brisson@das.nh.gov, c=US Date: 2021.03.31 11:16:31 -04'00' 3/31/21		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 04/01/2021		1.11 Name and Title of Contractor Signatory Mark Flister, Sr. Contract Manager	
1.13 State Agency Signature  Date: 3/31/21		1.14 Name and Title of State Agency Signatory JOSEPH BOUCHARD DAS: Assistant Commissioner	
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: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) 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.

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. 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 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.

5.2 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.

5.3 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, 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 forty-five (45) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, the Contractor shall, assist the State to execute 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. 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 12. 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.

13. INSURANCE.

13.1 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:

13.1.1 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

13.1.2 Special cause of loss coverage form covering all property subject to the Agreement in an amount not less than 80% of the whole replacement value of the property.

13.2 The policies described in subparagraph 13.1 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.

13.3 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.

14. WORKERS' COMPENSATION.

14.1 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*").

14.2 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.

15. 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.

16. 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.

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

18. 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

19. 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.