



**STATE OF NEW HAMPSHIRE**  
**OFFICE OF THE GOVERNOR**

**CHRISTOPHER T. SUNUNU**  
Governor

November 9, 2020

Taylor Caswell  
Director  
Governor's Office of Emergency Relief and Recovery  
100 North Main Street, Suite 100  
Concord, N.H. 03301

Dear Director Caswell,

Pursuant to my authority under RSA 21-P:43; RSA 4:45; RSA 4:47; and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21 I have approved your written request, in attachment, to take the following actions related to the CARES Act Coronavirus Relief Funds:

1. Authority for the Governor's Office for Emergency Relief and Recovery (GOFERR) to make payments to eligible recipients of Main Street Relief Fund (MSRF) 2.0 to expend an amount not to exceed \$100,000,000 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding for Main Street Relief Fund 2.0 Program. Budgeted consistent with the information in the request in attachment, effective through December 30, 2020. (100% Federal Funds)
2. Authorize GOFERR to enter into and approve the attached contract with FAST Enterprises, LLC, 7229 S. Alton Way, Centennial, CO. 80112, Vendor# 315203 in an amount not to exceed \$15,000 to make grant payments to approved applicants and submit distribution instructions to the New Hampshire State Treasury. Budgeted consistent with the information in the request in attachment, effective through December 30, 2020. (100% Federal Funds)

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

A handwritten signature in blue ink that reads "Chris T. Sununu".

Christopher T. Sununu  
Governor

CC: Charles Arlinghaus, Commissioner, Department of Administrative Services



# STATE OF NEW HAMPSHIRE



## GOVERNOR'S OFFICE

for

## EMERGENCY RELIEF AND RECOVERY

November 4, 2020

His Excellency, Governor Christopher T. Sununu  
State House  
Concord, NH 03301

**REQUESTED ACTION UNDER RSA 21-P:43, RSA 4:45, RSA 4:47, AND EXECUTIVE ORDER  
2020-04, AS EXTENDED BY EXECUTIVE ORDER 2020-05, 2020-08, 2020-09, 2010-10, 2020-14,  
2020-15, 2020-16, 2020-17, 2020-18, 2020-20 AND 2020-21**

Dear Governor Sununu,

1. The Governor's Office for Emergency Relief and Recovery (GOFERR) requests authority to make payments to eligible recipients of Main Street Relief Fund (MSRF) 2.0 to expend an amount not to exceed \$100,000,000 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding for Main Street Relief Fund 2.0 Program effective upon your approval through December 30, 2020. 100% Federal Funds.

Funding is available in 01-02-002-020210 – Governor's Office for Emergency Relief & Recovery,  
19110000 – Office of the Director, as follows:

072-500575 – Grants Federal

**FY 2021**  
**\$99,985,000**

2. Contingent on approval of Requested Action #1, authorize GOFERR to enter into and approve the attached contract with FAST Enterprises, LLC, 7229 S. Alton Way, Centennial, CO. 80112, Vendor# 315203 in an amount not to exceed \$15,000 to make grant payments to approved applicants and submit distribution instructions to the New Hampshire State Treasury, effective upon your approval through December 30, 2020. 100% Federal Funds

Funds for this are available in 01-02-002-020210 – Governor's Office for Emergency Relief and Recovery,  
1911000 – Office of the Director, as follows:

102 – 500731 – Contracts for Program Services

**FY 2021**  
**\$15,000**

### **EXPLANATION**

The Governor has authorized the allocation and expenditure of \$99,985,000 million in emergency funding from the CARES Act Coronavirus Relief Fund ("flex funds") to provide emergency financial relief to New Hampshire small for-profit businesses due to the economic disruption caused by COVID-19 in the Main Street Relief Fund (MSRF) 2.0 Program.

This program will run like MSRF 1.0 with the same exclusions for non-profit entities and the self-employed industry. In order to be eligible, a business must have its principal place of business in New Hampshire and must have generated less than \$20 million in revenue during the 2019 tax year. It also must have been in operation on or before May 29, 2019, the same date used in MSRF 1.0.

There will not be a pre-qualifying round in MSRF 2.0. New Hampshire small businesses desiring to obtain relief will be required to provide information concerning their actual and projected COVID-19-related lost revenue through December 30, 2020 in the application. They will also be required to identify all other COVID funding received, such as receipt of Paycheck Protection Program (PPP) loans or any other state and federal relief. This information will be used to determine of the level of funding for all eligible small businesses.

Funds for the contract services of \$15,000 is designated to support additional vendor cost of the application and distribution process of payments to eligible, approved applicants as specified in the attached contract.

The Application Period will run from October 19, 2020 through October 30, 2020.

All losses covered by CARES Act funds must be incurred by the recipients before December 30, 2020.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Taylor Caswell', is written over the text 'Respectfully Submitted,'.

Taylor Caswell,  
Director, GOFERR

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

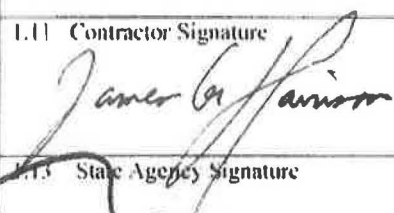

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and/or Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Taylor Caswell, Director		1.2 State Agency Address 1 Eagle Square Concord, New Hampshire 03301	
1.3 Contractor Name FAST Enterprises, LLC		1.4 Contractor Address 7229 S Alton Way Centennial, CO 80112	
1.5 Contractor Phone Number 877-275-3278	1.6 Account Number 01-02-02-020110-1911000	1.7 Completion Date December 30, 2020	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Taylor Caswell, Director		1.10 State Agency Telephone Number 603-271-7840	
1.11 Contractor Signature  Date: October 29, 2020		1.12 Name and Title of Contractor Signatory James G. Harrison, Authorized Signatory	
1.13 State Agency Signature  Date: 11/4/2020		1.14 Name and Title of State Agency Signatory Taylor Caswell, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ 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) This contract is entered into under the Governor's emergency powers under RSA 4:45 and RSA 21-P. G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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 B which is incorporated herein by reference.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-e 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, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

10.2 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.**

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

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

14.1.2 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 - SCOPE OF SERVICES

Scope of Services. The Contractor previously provided services under a prior contract to the Governor's Office for Emergency Relief and Recovery (GOFERR) to quickly and successfully develop a data system with an internet access page to process applications for Main Street Relief Fund (MSRF) grants administered by the New Hampshire Department of Revenue Administration (DRA) on behalf of GOFERR pursuant to the Governor's Executive Order No. 2020-06, dated April 14, 2020. This contract will build on, leverage and utilize the Revenue Information Management System (RIMS) application, add-ons and processes developed in the prior contract for MSRF to perform the following services for GOFERR in relation to MRSF 2.0.

1. New Hampshire business owners will submit requests for COVID related CARES Act funds in relation to the MSRF 2.0 to GOFERR. The data received will be sent to the Contractor and stored in RIMS. The data to include, but not limited to Name, Address, other unique identifiers and Disbursement Amounts will then be used by RIMS to build a data set to develop a positive pay file, allow the New Hampshire Department of Administrative Services (DAS) to remotely assign identification numbers to approved applicants, generate a grant issuance file usable by DAS to make grant payments to approved applicants, and submit distribution instructions to the New Hampshire State Treasury ("Treasury").
2. Implementation is at a fixed price of \$15,000.00.
3. Deliverables. The Contractor shall be prepared to receive data from GOFERR and deliver files to DAS and Treasury for distribution of funds to approved grant applicants on or before November 9, 2020.
4. The Contractor will provide support until DAS and Treasury receive a valid check issuance file plus 1 month, which is approximately December 16, 2020, or until December 30, 2020, whichever is later. After December 30, 2020, the Contractor and GOFERR can discuss pricing alternatives, if there is ongoing support and maintenance required.
5. GOFERR will send the Contractor an initial file of check issuance data and may have subsequent files for check issuance data during the following 1-month timeframe. GOFERR will handle any name or address changes or other check matters after issuance.
6. Once MSRF 2.0 has succeeded and there are no longer updates being made, GOFERR will provide the Contractor a file containing the final figures and amounts in order to reconcile the data in RIMS.
7. Once MSRF 2.0 data is received, the data will be stored in RIMS. However, there are no current plans to display this information on taxpayer accounts. This data will remain separate from Taxpayer Data unless directed by DRA to perform further actions.
8. The RIMS Interface developed and used for MSRF 1.0 will be utilized. The Contractor will coordinate and work with DAS regarding the Vendor Class of GRT and bandwidth for testing. The RIMS process does not check for or obtain W-9s.

26/10/20  
29 Oct - 20



## EXHIBIT A - SCOPE OF SERVICES

9. GOFERR will handle appeals, check re-issuance, check cancellations and will provide a file of updates to distribution amounts which will allow the Contractor to update the RIMS original source tables and data for historical purposes. This is to ensure the changes GOFERR makes to checks after the initial file is sent are accurately stored for future reporting.
10. Reporting and Interfaces required:
  - a. MSRF 2.0 qualified applicants listing (pre-approved for direct distribution).
  - b. Disbursement data to/from Treasury and DAS for check issuance of grant payments.
  - c. Post files for GOFERR for purposes of reporting and responding to requests pursuant to RSA 91-A.
11. eServices website, Mail, eMail, Abatement, Appeals, Litigation, Audit, Revenue, Billing or Accounts Receivable are not included in design considerations.
12. Warranty. The Contractor will provide support until DAS and Treasury receive valid check issuance files, through December 30, 2020.
13. Contract Documents. This Contract shall be interpreted consistent with and include, to the extent practicable, the terms and conditions of the Revenue Information Management System (RIMS) Contract 2017-001, with an effective date of October 31, 2018, as amended (the "RIMS Contract"), Part 2 "Information Technology Provisions," Part 3 "Exhibit A," "Exhibit C," Exhibit D," "Exhibit J," and "Exhibit K," (the "RIMS Contract") to which the parties expressly agree to be bound. This Contract shall also consist of the following:
  - a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
  - b. EXHIBIT A Scope of Services
  - c. EXHIBIT B Contract Price, Method Of Payment, And Terms Of Payment
14. Term. This Contract shall commence upon the execution and shall terminate on December 30, 2020, a period of approximately two months, unless extended for additional terms or early termination.
15. Contract Management. The Contractor at its own expense shall provide all resources necessary to perform the Services, including, but not limited to, materials, equipment, labor, and transportation. The Contractor acknowledges and agrees that this is a contract for personal services, and that time is of the essence in the performance of its responsibilities hereunder.
16. 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 A of this Contract, any such disruption, delay, or other impact was

## EXHIBIT A - SCOPE OF SERVICES

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 GOFERR. In the event of any COVID-19-related impact or anticipated impact to this Agreement, GOFERR shall have the right to temporarily modify, substitute, or decrease the Services, with the approval of the Governor, 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. In order to facilitate reconciliation of services performed under this Contract, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Contract:

- a. The services required to be performed under the terms of this Contract as written;
- b. The services actually performed;
- c. Any replacement or substituted services performed with reference to the associated unperformed contracted services.

17. Confidentiality of Application Information. The Contractor acknowledges that its performance of the Contract includes access to Confidential Information. The Contractor agrees to hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the State. The Contractor shall not use Confidential Information except for the purpose of performing its obligations under the Contract, and shall not disclose Confidential Information in any manner to any person without prior written approval of the State. The Contractor shall immediately notify the State upon request for any Confidential Information, regardless of whether disclosure is permitted or required by judicial decree or state or federal laws/rules.

The Contractor shall implement, maintain, and use safeguards to protect Confidential Information from any unauthorized use or disclosure in at least the same manner and to the same degree the Contractor protects its own confidential information. The Contractor shall carefully restrict access to Confidential Information to the Contractor's Project Team, and shall advise those persons that they are prohibited from using Confidential Information except for the purpose of performing the Contractor's obligations under the Contract, and from disclosing Confidential Information. In the event of any unauthorized use or disclosure of Confidential Information, the Contractor shall immediately notify the State both orally and in writing.

## EXHIBIT B – CONTRACT PRICE, METHOD OF PAYMENT, AND TERMS OF PAYMENT

### 1. Contract Price

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract Price shall be the only, and the complete, reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all reasonable travel and related expenses. All labor rates will be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

### 2. Invoicing:

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

The Vendor will include the State's confirmation of successful acceptance or substantial completion email for each deliverable when invoicing for milestone payments.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Taylor Caswell, Director  
Governor's Office for Emergency Relief and Recovery  
1 Eagle Square  
Concord, New Hampshire, 03301  
Tel: (603) 271-7944 – Email: Taylor.Caswell-G@goferr.nh.gov

All payments shall be sent to the following address:

Fast Enterprises, LLC  
c/o James Harrison - Partner  
7229 S. Alton Way

*[Signature]*  
28-Oct-20

## **EXHIBIT B – CONTRACT PRICE, METHOD OF PAYMENT, AND TERMS OF PAYMENT**

Centennial, Colorado 80112

Tel: (877) 275-3278 - Email: JHarrison@FastEnterprises.com

### **3. Overpayments to Contractor**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

### **4. Credits**

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

### **5. Project Holdbacks.**

The State shall withhold ten percent (10%) of the price until the conclusion of the Warranty Period provided in Exhibit A, paragraphs 4 and 12.