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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 25, 2021

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

REQUESTED ACTION

Authorize the NH Department of Education to enter into a **sole source** contract with Richard A. Gustafson, Bedford, New Hampshire (Vendor code 161346) in an amount not to exceed \$90,000 to serve as an advisor, trainer, coordinator, observer at site visits for the New England Commission of Higher Education, and evaluator for the Division of Educator Support and Higher Education, and the Higher Education Commission effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2024. 100% Other Funds.

Funds are anticipated to be available in the account titled Administration Fees in FY22, FY23 and FY24 upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between fiscal years through the budget office without Governor & Council approval if needed and justified.

| | <u>FY22</u> | <u>FY23</u> | <u>FY24</u> |
|------------------------------------|-------------|-------------|-------------|
| 06-56-56-563510-6777000-102-500731 | \$30,000 | \$30,000 | \$30,000 |
| Contracts for Program Services | | | |

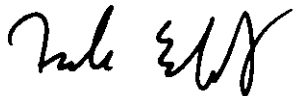
EXPLANATION

The Department is requesting this be a **sole source** contract due to the fact that Mr. Gustafson has provided these services to the Department of Education in the past and, as such, has built a deep knowledge base in this area and has developed extensive relationships within the education community and with institutional leaders.

His duties would include serving as an evaluator to assess program requests from in-state and out-of-state public and private higher education institutions for degree-granting approval pursuant to NH Code of Administrative Rules, Hedc 400; including serving as an observer at site visits held by the New England Commission of Higher Education, the accrediting entity for colleges and universities in New England. In this capacity, he is required to assess whether an institution has met Commission standards, and provide detailed documentation of the judgments reached. In addition, Mr. Gustafson will assist with redrafting the NH Code of Administrative Rules, and supporting the Division of Educator Support and Higher Education with ad hoc projects. Mr. Gustafson provides invaluable experience that is almost impossible to replicate. His expertise is extensive, from the academic arena to a wide range of administrative topics, including online education, accelerated degrees, various accrediting entities, personnel and labor issues, and management in state, public higher education and private higher education sectors.

In the event Other Funds are no longer available, general funds will not be requested to support this contract.

Respectfully submitted,



Frank Edelblut
Commissioner of Education


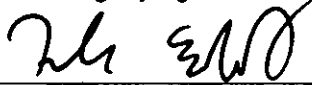
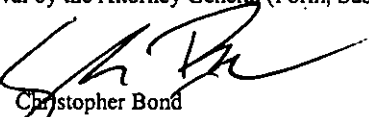
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

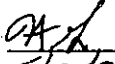
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|-------------------------------------|--|----------------------------------|
| 1.1 State Agency Name Department of Education | | 1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301 | |
| 1.3 Contractor Name Dr. Richard A. Gustafson | | 1.4 Contractor Address 17 Kittanset Road Bedford, NH 03110 | |
| 1.5 Contractor Phone Number | 1.6 Account Number See Exhibit C | 1.7 Completion Date June 30, 2024 | 1.8 Price Limitation \$90,000 |
| 1.9 Contracting Officer for State Agency Stephen Appleby | | 1.10 State Agency Telephone Number 603-271-2408 | |
| 1.11 Contractor Signature  Date: 5/21/2021 | | 1.12 Name and Title of Contractor Signatory Dr. Richard A. Gustafson | |
| 1.13 State Agency Signature  Date: | | 1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education | |
| 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:  Christopher Bond On: 5/26/21 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials 
 Date 5/21/2021

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.

Contractor Initials MA
Date 5/21/2021

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
Special Provisions

Due to the nature of the work involved, the Department of Education waives the insurance requirements under Section 14.1.1.

Further: Per Revised Statute **292:8-ee Freedom From Liability**. – No employee of the division, member of the commission, or any member of an evaluation committee established under any provision of this subdivision shall be held personally liable, either as an individual or as a member of a group, so long as said employee or member was acting in good faith in the furtherance of duties as an employee of the division or member of the commission or an evaluation committee. All such members shall be entitled to the protections afforded by RSA 99-D.

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached auto insurance declaration page.

A Certificate of Good Standing issued by the Secretary of State is not required for individuals contracting in their own name (as individuals, not as business organizations).

A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract Exhibit A of the Form P-37, that he or she is a sole proprietor of the business.

I, Richard A. Gustafson, am a sole proprietorship. As such, I am not a corporation, partnership, or limited liability company etc.

Contractor Initials RA
Date 5/17/2021

EXHIBIT B
SCOPE OF SERVICES

Description of services to be provided:

- Serve as an evaluator to assess program requests from in-state private and out-of-state public and private higher education institutions for degree-granting approval pursuant to NH Code of Administrative Rules, Hedc. 400 on an as needed basis.
- Serve as an observer at site visits held by the New England Commission of Higher Education, the accrediting entity for colleges and universities in New England on an as needed basis.
- Administrate program approvals, including individually or collectively:
 - Recruitment of evaluation teams;
 - Training of evaluation teams;
 - Mentoring of evaluation teams, as needed;
 - Schedule program evaluation visits;
 - Preparation of evaluation reports, as assigned;
 - Present program evaluation results to the Higher Education Commission;
 - Other program evaluation activities, as needed.
- Assist with redrafting the NH Code of Administrative Rules, Hedc 400, for in-state and out-of-state degree-granting institutions.
- Support the Department of Education, the Director of the Division of Educator Support and Higher Education, and the Higher Education Commission with ad hoc projects.

Contractor Initials *MA*
Date *5/21/2021*

EXHIBIT C

Method of Payment

Budget: Budgets will be developed for each individual project subject to the scope of work involved and detailed as outlined in exhibit B.

Limitation on Price: Total budget shall not exceed \$90,000 over three years.

Source of Funding: Funds to support this contract are anticipated to be available in the account titled Administration Fees in FY22, FY23 and FY24 upon the availability and continued appropriation of funds in the future operation budget with the ability to adjust encumbrances between fiscal years through the budget office without Governor & Council approval if needed and justified. Funding for this contract is 100% Other Funds from the account titled Administration Fees as follows:

| | <u>FY22</u> | <u>FY23</u> | <u>FY24</u> |
|---|-------------|-------------|-------------|
| Contracts for Program Services 06-056-566510-67770000-102-500731 | \$30,000.00 | \$30,000.00 | \$30,000.00 |

Method of Payment: In advance of undertaking any support activities enumerated in Exhibit B, contractor and director of the Division of Educator Support and Higher Education will establish a fixed price for each project. Such amount and enumerated services, including specific deliverables and timelines, will be agreed upon in writing before the commencement of such services. Invoices for services will be submitted monthly, if needed, and will enumerate a summary of projects completed.

Submit invoices to:
NH Department of Education
Division of Educator Support and Higher Education
Attention: Stephen Appleby
101 Pleasant Street
Concord, NH 03301

Contractor Initials *MA*
Date *5/27/2021*

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure 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 in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *MW*
Date *7/27/21*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials *OKA*
Date *5/21/2021*

Exhibit F

Anti-Lobbying

The Contractor 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 Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials RLA
Date 5/21/2021

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials *WZ*
Date *5/21/2021*



ATZ [REDACTED] A.
GUSTAFSON, RICHARD [REDACTED]

AUTO RENEWAL

Your State Farm Agent
IBANEZ INSURANCE AGENCY INC
Office: 603-622-1314
Address: 819 2ND ST
MANCHESTER, NH 03102-5272

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: 072 3452-E19-29
Policy Period: May 19, 2021 to November 19, 2021

Vehicle:
2015 TOYOTA VENZA

Principal Driver:
RICHARD GUSTAFSON

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

The remaining half will be due on JUL 18 2021. We'll send you a reminder notice.

We also have available a plan to let you pay your premium in monthly installments. For details on this plan and to

determine if you qualify, please contact your State Farm agent.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon

(continued on next page)

Policy Number: 072 3452-E19-29
Prepared March 22, 2021
1204583

Page number 1 of 5

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IMPORTANT - IDENTIFICATION CARDS

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

NEW HAMPSHIRE INSURANCE CARD

NEW HAMPSHIRE INSURANCE CARD

INSURED GUSTAFSON, RICHARD [REDACTED] MUTL VOL
POLICY NUMBER [REDACTED] EFFECTIVE
YR 2015 MAKE TOYOTA MAY 19 2021 TO NOV 19 2021
MODEL VENZA VIN [REDACTED]
AGENT IBANEZ INSURANCE AGENCY INC 2049-BC4
PHONE (603)622-1314 NAIC 25178
A BODILY INJURY/PROPERTY DAMAGE LIABILITY
C MEDICAL PAYMENTS
D COMPREHENSIVE
G 1000 DEDUCT COLLISION
R1, U

INSURED GUSTAFSON, RICHARD [REDACTED] MUTL VOL
POLICY NUMBER [REDACTED] EFFECTIVE
YR 2015 MAKE TOYOTA MAY 19 2021 TO NOV 19 2021
MODEL VENZA VIN 4T3BK3BB6FU109196
AGENT IBANEZ INSURANCE AGENCY INC 2049-BC4
PHONE (603)622-1314 NAIC 25178
A BODILY INJURY/PROPERTY DAMAGE LIABILITY
C MEDICAL PAYMENTS
D COMPREHENSIVE
G 1000 DEDUCT COLLISION
R1, U

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

KEEP A CARD IN YOUR CAR.
THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.
KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

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1418/2.2 01-12-2018 (otperhlc)

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SYS PEN

RESUME OF
RICHARD A. GUSTAFSON

EDUCATION:

- Ph.D., 1970 University of Connecticut
Graduate College, Storrs, CT
Educational Research, Statistics and Management
- M.Ed., 1997 Notre Dame College
Graduate School, Manchester, NH
Teaching English as a Second Language
- M.Ed., 1964 Boston University
College of Education, Boston, MA
Science Education
- B.A., 1963 Boston University
College of Arts and Sciences
Biology and Chemistry
- Fulbright Fellowship, 1999 Fulbright Senior Research Fellow with the Ministry
Of University Affairs, Bangkok, Thailand
Research/Lecture/Consult on quality assurance models
In higher education
- Post Doctoral Institute, 1982 Harvard University
Institute for Educational Management

PROFESSIONAL EXPERIENCE:

2003 – Present

President Emeritus; Southern New Hampshire University
And Chancellor Emeritus, Community College System of
New Hampshire

Interim President, Manchester Community College,
Manchester, NH, (August, 2005 – April, 2006)

Chancellor, Community College System of New
Hampshire, (July, 2007 – August, 2011)

Director of the New Hampshire Higher Education
Commission in the Department of Education
(August, 2012 – February, 2014)

Higher Education Consultant for numerous New
Hampshire organizations and institutions.
(February, 2014 – Present)

1987 – 2003

President, Southern New Hampshire University
(formerly, New Hampshire College)
Manchester, NH

1981 – 1987

Vice President for Academic Affairs,
Keene State College, Keene, NH

1973 – 1981

Assistant Dean, then Associate Dean of the College,
Keene State College, Keene, NH

1971 – 1973

Director of Field Services
New England Resource Center for Occupational Education
Educational Development Center, Newton, MA

1970 – 1971

Research and Evaluation Specialist
Center for Planning and Evaluation
San Jose, CA

1968 – 1970

Instructor, Graduate Researcher, IT Programmer.
Center for Research and Evaluation
University of Connecticut, Storrs, CT

1964 – 1968

Teacher of Chemistry, Physics and Biology in the public
Schools of Newtown and Greenwich, CT

PROFESSIONAL / COMMUNITY INVOLVEMENT:

Current:

| | |
|----------|---|
| Chairman | New Hampshire Retirement System Board of Trustees |
| Trustee | American University of Phnom Penh, Cambodia |
| Member | The Registry. An independent member organization that provides interim presidents and consulting services to colleges and universities. |
| Member | Housatonic Valley Regional High School Alumni Board, Falls Village, CT. Member: HVRHS Alumni Wall of Honor |

Previous:

In the past I have served on a number of Boards and Commissions at the state, regional and national levels, and have received several honors. Those of particular note are listed below.

- Greater Manchester Chamber of Commerce, Chairman
- Greater Manchester United Way, Chairman
- Elliot Health System Board of Trustees, Chairman
- Federated Arts Commission, Manchester, NH
- New Hampshire College and University Council (NHCUC), Chairman
- New Hampshire Postsecondary Education Commission, Chairman
- New Hampshire Tuition Savings Plan Commission, Vice Chairman
- Hellenic American University (HAU) Board of Trustees, Vice Chairman
- National Association of Independent and Universities (NAICU) Board of Directors
- AAA-Northern New England Board of Directors, Vice Chairman
- Chaired many college and university accreditation teams for the New England Association of Schools and Colleges (NEASC) and the New Hampshire Higher Education Commission (NHHEC)

- Manchester Citizen of the Year, 2003
- Granite State Award, Keene State College, 1999
- Leader for the 21st Century, Business New Hampshire Magazine, 2000
- Honorary Doctor of Laws Degree, Southern New Hampshire University, May, 2007
- Hall of Fame, Southern New Hampshire University, January, 2009
- Business NH Magazine's Business Leader of the Year, 2011
- New England Board of Higher Education's Lifetime Achievement Award, 2012
- New Hampshire Legacy Award for accomplishments in higher education, 2016.
- Continue as a consultant for institutions of higher education and professional associations.