

525 Clinton Street  
Bow, NH 03304  
Voice: 603-228-2830  
Fax: 603-228-2464



61 Elm Street  
Montpelier, VT 05602  
Voice: 802-229-0002  
Fax: 802-223-2336

## **Bi-State Primary Care Association Request for Proposals For Event Programs and Signage**

### **I. Overview**

Bi-State is seeking proposals from qualified design firms or contractors to conceptualize, design, and implement a cohesive signage program for our upcoming event(s). Bi-State is planning two events in the next year. **The RFP deadline is 5 PM on July 21, 2025.**

### **II. Project Objectives**

The selected vendor will be responsible for:

- Designing event signage that aligns with the event's branding and theme.
  - We anticipate ~6 signs per event.
  - There will be a printed program between 8-16 pages depending on the event.
- Creating a signage program that includes wayfinding, informational, regulatory, directional, and promotional signs.
- Coordinating production specifications suitable for various materials.
- Delivering digital mockups and production-ready files for all signs.
- Collaborating with event staff to determine optimal messaging.

### **III. Scope of Work**

1. Signage Design
  - Conceptual design and visual themes for all signage elements.
  - Incorporation of Bi-State's logos, color schemes, typography, and brand guidelines.
  - Layouts for different signage types: welcome signs, session signs, sponsor signs, etc.
  - Recommendation for fabrication methods and materials.
2. Program Design
  - Conceptual design for program.
  - Program will include agenda, session information, and sponsor information.
3. Deliverables
  - Design drafts and mockups for review and approval.
  - Final design files in print-ready formats.
  - Signage matrix and placement plan.
  - Coordination with printers/fabricators.

### **IV. Proposal Requirements**

Interested parties should submit the following:

- Company background and relevant experience.
  - In addition to providing a general introduction, please:
    - Specify the full name of the Vendor organization (and any former/alternative names) and specify the full name of the individual who would enter into a contract (and any alternative names, maiden names, etc.) (This information enables us to perform a check of excluded parties lists.)

- Acknowledge that you have reviewed Bi-State’s contracting terms and conditions (**Attachment 1**) and would accept them. (If you have any concerns about a contract term, please raise that concern by email to Georgia Maheras ([gmaheras@bistatepca.org](mailto:gmaheras@bistatepca.org)) by 7/14/2025.)
- Portfolio of past signage or event design projects.
- Description of proposed approach and timeline.
- Itemized cost estimate, including design fees and any optional services (e.g., in-house printing) and any discounts (e.g., in return for an ad in the program). To allow apples-to-apples comparisons, please assume that the collective materials for a single event include the following:
  - Event Program: 12 pages, 4/4 saddle stitch
  - Design of the following 4-color print-ready signage, to be mounted on foam core:
    - 1 sign for registration area, announcing event (24”X36”)
    - 1 sign with sponsor logos (36”x48”)
    - 1 sign for the lectern (24”x18”)
    - 3 signs, one for each break-out session, with speaker and session titles (24”x18”)
- References from at least two recent clients with similar scopes of work.

#### **V. Evaluation Criteria**

- Proposals will be evaluated based on:
  - Creativity and quality of past work.
  - Understanding of the event and proposed approach.
  - Cost-effectiveness and value.
  - Experience and qualifications.
  - Ability to meet deadlines.
  - Willingness to adhere to Bi-State’s contracting terms.
- Preference may be given to small businesses, minority-owned firms, and women’s business enterprises.
- Submission of a response to this request for proposal does not bind Bi-State to engage a Contractor to provide the requested service. Bi-State reserves the right to: reject any and all proposals, accept any proposal terms it deems to be in the best interest of the organization, waive any informalities in proposals submitted, and waive any minor irregularities or discrepancies in proposal procedures. Bi-State reserves the right to retain a copy of all proposals after selection has been made. The bidder is solely responsible for the costs it incurs in submitting a response to the RFP.

#### **VI. Submission Instructions**

Please e-mail proposals, in PDF format, with the subject line: “Bi-State RFP for Event Programs and Signage” to Colleen Dowling, Communications and Development Manager, ([cdowling@bistatepca.org](mailto:cdowling@bistatepca.org)) by 5:00pm (ET) on **July 21, 2025**. Receipt will be confirmed by e-mail within 2 business days. We will evaluate promptly and contact you with any questions (if we deem this step appropriate).

Questions may be submitted to Georgia Maheras at [gmaheras@bistatepca.org](mailto:gmaheras@bistatepca.org) or 802-229-0002 ext. 218 by 7/14/2025.

**VENDOR CONTRACT**  
**Between Bi-State PCA**  
**And**

**XXXXXXXXXX**

This Vendor Contract (this Contract) is made as of **August 15, 2025** (the Effective Date of this contract is **September 1, 2025**) by and between Bi-State Primary Care Association, Inc. (BSPCA) with a mailing address at 525 Clinton Street, Bow, NH, 03304, and the following organization (Contractor):

Name:  
Address:  
Contract Amount:

BSPCA desires to engage the Contractor to perform the services, accomplish the tasks, and/or provide the products set forth in Exhibit A (collectively, the Services) attached hereto, and the Contractor is willing to provide the Services upon the terms and conditions of this Contract.

In consideration of the mutual covenants set forth below and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Scope of Services; Timeline**

BSPCA hereby engages the Contractor to provide the Services in accordance with the timeline set forth in Exhibit A (the Timeline), and Contractor hereby accepts such engagement and agrees to so provide the Services. The Contractor shall provide all qualified personnel, materials, equipment, and facilities that are necessary or appropriate to provide the Services. Any changes in the scope of the work or the Timeline with respect to the Services must be pre-approved in writing by the President and Chief Executive Officer of BSPCA (the President and Chief Executive Officer) or her designee.

**2. Compensation; Progress Reports**

For the Services, BSPCA shall pay the Contractor a sum not to exceed the Contract Amount set forth above upon receipt of invoices for costs and expenses incurred and submitted to BSPCA (attention: Accounts Payable, 525 Clinton Street, Bow, NH 03304 or [kmartin@bistatepca.org](mailto:kmartin@bistatepca.org)) by the Contractor. All invoices shall include a description of the tasks/products completed and the associated costs and expenses incurred. BSPCA shall make reasonable efforts to pay such invoice within thirty (30) days of receipt of funds from grantor if grant funded. The Contractor shall submit progress reports to BSPCA with respect to the Services in accordance with Exhibit A.

**3. Term; Termination**

The term of this Contract shall start on the Effective Date and shall continue until the completion date set forth in Exhibit A (the "Term").

BSPCA may terminate this Contract by providing the Contractor with thirty (30) days' prior written notice if BSPCA determines in its sole discretion that the progress and/or services provided by the Contractor

with respect to this Contract are not meeting the needs of BSPCA and its membership or are otherwise unacceptable.

Upon a material breach by the Contractor or BSPCA in the performance of its duties or responsibilities under this Contract, the non-breaching party may advise the breaching party of such material breach by written notice. The breaching party shall then have thirty (30) days from the date of written notice within which to cure such breach provided, however, that for any monetary breach, the breaching party shall have only five (5) business days from date of written notice within which to pay overdue amounts as required to remedy the breach. The non-breaching party shall have the right to terminate this Contract upon written notice to the breaching party if the breaching party fails to cure said material breach within the specified time period.

This Contract shall immediately terminate at the election of either party upon the occurrence of any of the following events with respect to the other party: its insolvency; its inability to meet its debts as they mature; its filing of a petition of voluntary bankruptcy under any chapter of the US bankruptcy laws; its institution of proceedings to adjudge it bankrupt in an involuntary proceeding; its filing of a petition for rehabilitation or liquidation; its execution of an assignment for the benefit of creditors; its appointment by a court of a receiver, trustee, rehabilitator or liquidator; or its dissolution.

If the Services are grant funded, the Contractor hereby acknowledges and agrees that any revision or cancellation of grant funding may result in the termination of this Contract, as determined in the sole discretion of BSPCA.

Except as otherwise expressly provided herein, the termination of this Contract shall not terminate, affect or impair any rights, obligations, or liabilities of any party hereto that may accrue prior to such termination or that, under the terms of this Contract, continue after such termination. The following provisions of this Contract shall survive the termination of this Contract: Sections 4, 5, 7, 9, 10, 11, 12, 14, 15 and 17 to 21, inclusive.

#### **4. Confidentiality**

The Contractor acknowledges that during the Contractor's engagement with BSPCA, the Contractor will have access to confidential information of BSPCA and its partners, contractors, or suppliers, including, without limitation, information concerning business plans, costs, customers, suppliers and clients, prospective customers, employees, enrollees, members business affairs, and other information not available to the public or in the public domain. Except as required for the benefit of BSPCA in the performance of the Contractor's duties hereunder or as required by judicial subpoena, the Contractor shall keep secret all Confidential Information and shall not, directly or indirectly, either during the term of the Contractor's employment or at any time thereafter, disclose or disseminate to any person, firm, corporation, or other entity or make use of, for any purpose whatsoever, any Confidential Information (including any copies thereof, whether prepared by the Contractor or by others) which the Contractor may possess or have under the Contractor's control. The term "Confidential Information" shall not include any information which can be demonstrated by the Contractor to be generally known in the industry or to the public other than through breach of the Contractor's obligations hereunder. Upon the termination of this Contract, the Contractor agrees that they will not take from, and will promptly return to BSPCA (without retaining any copies in any format), any and all reports, notes, plans, lists, computer or electronic programs or files, letters, writings or any other documents whatsoever or reproductions thereof recording, reflecting or embodying any Confidential Information.

## **5. Hold Harmless Clause**

The Contractor shall indemnify, defend and hold BSPCA harmless from and against any and all damage, loss, costs, and expenses (including reasonable attorneys' fees and litigation expenses) incurred by BSPCA only to the extent resulting from (i) any negligent or willful act or omission of the Contractor, whether taken or omitted to be taken, in rendering services or otherwise acting or failing to act in connection with this Contract, or (ii) a material breach by the Contractor or its material failure to fulfill its duties or obligations under this Contract.

BSPCA shall indemnify, defend and hold the Contractor harmless from and against any and all damage, loss, costs, and expenses (including reasonable attorneys' fees and litigation expenses) incurred by the Contractor only to the extent resulting from (i) any negligent or willful act or omission of BSPCA, whether taken or omitted to be taken, in rendering services or otherwise acting or failing to act in connection with this Contract, or (ii) a material breach by BSPCA or its material failure to fulfill its duties or obligations under this Contract.

## **6. Insurance**

The Contractor shall secure and maintain workers' compensation and at its sole expense general liability insurance (including personal injury) with limits of coverage of not less than one million dollars (\$1,000,000) per occurrence, and such other coverage determined by BSPCA, with such insurance companies licensed in the jurisdictions in which the Contractor will provide services including New Hampshire or Vermont. A Certificate of Insurance must be provided to BSPCA with a signed copy of this contract. Failure to provide a Certificate of Insurance will render this contract null and void.

## **7. Intellectual Property Rights, Publicity, Reproduction, and Use of Contract Materials**

Except for previously developed ideas, concepts, know-how, knowledge, techniques, approaches, and methodologies proprietary to the Contractor, which do not encompass any confidential or proprietary information belonging to BSPCA, BSPCA shall have title to, ownership of, and all proprietary rights in the Contractor's work product and all reports, information, materials, and other work product that the Contractor, its agents, employees, and/or subcontractors may develop that arise out of performance of the Services (collectively, the Deliverables), including all works-in-progress and any and all copyrights to the Deliverables, all of which shall be considered "work made for hire," as defined by the copyright laws of the United States. At BSPCA's request, the Contractor shall execute all documents as may be necessary to assign such rights to BSPCA, and to protect BSPCA's rights in the Services and Deliverables, and all works-in-progress. If any Deliverable which constitutes copyrightable subject matter is not deemed to be a "work made for hire", then the Contractor shall, and hereby does, grant to BSPCA an exclusive perpetual, irrevocable, royalty free, transferable, world-wide license to use such Deliverable in any manner and in every medium, whether now known or hereafter devised, for any purpose and to create derivative works thereof. The Contractor will not publish, disseminate, reproduce, or display any Deliverables without the prior written consent of BSPCA, which BSPCA may withhold in its sole discretion. Any Deliverable published, disseminated, reproduced, or displayed by the Contractor shall set forth the following statement or words of similar import: "This publication was funded, in whole or in part, by a contract with Bi-State Primary Care Association, Inc." If this contract is grant funded, additional language about funding may be required.

## **8. Personnel Assigned**

In the event that the Services set forth on Exhibit A contemplate the involvement of or the performance of any services by any particular individual, such individual may not be changed without the prior written approval of the President and Chief Executive Officer.

## **9. Compliance with Law**

The Contractor shall provide the Services in accordance with the terms and conditions of this Contract, and applicable federal, state or local statute, law, ordinance, rule, regulation, order, decree, directive, principle of common law or interpretation of any of the foregoing by a governmental authority, as may be amended from time to time (collectively Applicable Law). Without limiting the generality of the foregoing, to the extent required by Applicable law, the Contractor (i) shall maintain internal controls, including but not limited to those with respect to personnel, data security and redundancy, equal to or better than customary industry standards, and (ii) shall not discriminate against any person on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, or physical or mental disability. If any Applicable Law requires that certain terms or conditions be set forth in this Contract, each such term or condition shall be deemed to have been and hereby is incorporated herein by reference as if fully set forth herein.

## **10. Compliance with Grants Policies**

The Contractor shall comply with the HHS “Grants Policy Statement,” April 16, 2025. In furtherance thereof, the Contractor hereby represents and warrants to BSPCA as follows:

A. The Contractor maintains a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V). See the “Grants Policy Manual” Chapter 4.

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with any federal contract, grant, loan, or cooperative Contract, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The Contractor certifies that it shall require that language of this certification be included in any subcontracts and that all sub-recipients shall certify and disclose accordingly.

## **11. Compliance with Other Policies**

The Contractor acknowledges that under the Standards of Conduct Policy and Procedure of BSPCA, no employee or independent contractor of BSPCA may offer, provide, solicit or accept anything of value (excluding unsolicited gift of nominal value (i.e., \$30 or less per item) such as pens, calendars and other items intended for wide distribution and not easily resold) from any person in return for influencing or

engaging in any related business transaction, directly or indirectly, involving the services provided to BSPCA or any of its members. The Contractor shall not assist or encourage any employee or independent contractor of BSPCA to violate such Policy. The Contractor shall promptly report any such violation or any violation of any and all Applicable Law to BSPCA's Compliance Officer, Lori Real ([lreal@bistatepca.org](mailto:lreal@bistatepca.org); 603-228-2830 ext. 114).

## **12. Non-Solicitation Clause**

During the term of this Contract and for two (2) years thereafter, the Contractor shall not, without the prior written consent of the President and Chief Executive Officer of BSPCA, solicit, entice, or induce any person who is or was an employee, consultant, agent, director, or officer of BSPCA at any point during the term of this Contract to become employed by any other person, firm, corporation, other entity, or to leave his or her employment with BSPCA.

## **13. Subcontracts**

The Contractor shall not delegate or subcontract any of its obligations to be performed, other than those obligations the delegation or subcontracting of which is expressly contemplated by this Contract, without the prior written consent of BSPCA, provided that BSPCA at all times shall have the right in its sole discretion to disapprove any delegate or subcontractor (including delegations or subcontracting expressly contemplated hereby) to which the Contractor has delegated or sub-contracted, or to which the Contractor proposes to delegate or subcontract, such obligations, and provided, further, that the Contractor shall remain responsible for the prudent selection of delegates or sub contractors to which its obligations are delegated pursuant to this Contract.

## **14. Successors and Assigns**

The provisions of this Contract shall be binding upon and shall inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns. The Contractor shall have no right to assign any of its right, powers and obligations under this Contract without the prior written consent of BSPCA.

## **15. State Employees Not to Benefit**

No individual employed by the State of New Hampshire or the State of Vermont, as applicable, at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that may arise there from directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. This provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

## **16. Notices**

All notices or other communications required or permitted under this Contract shall be in writing and sufficient if emailed, delivered personally, sent by a nationally recognized overnight carrier, or sent by registered or certified mail return receipt requested, postage prepaid to the address of the parties first set forth above. Such notices shall be deemed to have been given at the time when emailed or personally delivered, or the day following the day sent by overnight carrier, or if mailed, upon the third (3<sup>rd</sup>) day after the date such notice is postmarked.

Tess Stack Kuenning  
President and Chief Executive Officer  
525 Clinton Street  
Bow, NH 03304  
[tkuenning@bistatepca.org](mailto:tkuenning@bistatepca.org)

xxx  
xxx  
xxx  
xxx  
xxx

AND

Kim Martin  
Senior Director, Finance & Administration  
525 Clinton Street  
Bow, NH 03304  
[kmartin@bistatepca.org](mailto:kmartin@bistatepca.org)

**17. Access to Records; Audit**

The Contractor shall maintain accurate and complete books, papers, documents, payroll records, accounting records and other records pertaining to the Services and other transaction contemplated by this Contract and make such records available in their offices to BSPCA at all reasonable times during the Term and for seven (7) years thereafter. The Contractor shall allow inspection of pertinent records by BSPCA or by any authorized representative, and shall furnish copies of such records to BSPCA upon demand.

Funds and Services provided under this Contract shall also be subject to audit by authorized representatives of the federal and state governments to the extent required by Applicable law. All findings of such audits shall be reported to BSPCA as soon as they become known to the Contractor. Without limiting the generality of any other provision of this Contract, to the extent required by Applicable law, the Contractor shall comply with the Uniform Guidance 2 CFR Part 200, and 45 CFR 74.

**18. Governing Law**

This Contract, and all transactions contemplated hereby, shall be governed, construed, and enforced in accordance with the laws of the State of New Hampshire, without giving effect to its conflict of laws principles. The parties consent to the exclusive personal jurisdiction of the state and federal courts located in the State of New Hampshire to resolve any dispute between them, and each irrevocably waives all right to trial by jury in any action or proceeding arising out of or in connection with this Contract.

**19. Independent Contractor Status**

The parties are independent contractors. Nothing in this Contract shall be construed to create a relationship of partnership, joint venture, or employment between them.

**20. Nonwaiver**

A party hereto shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by a party hereto in exercising any right shall operate as a waiver of said right on any further occasion.



## 21. Additional Requirements

In connection with the provision of services pursuant to this Contract, BSPCA and the Contractor agree to comply with the following Federal requirements, to the extent that such requirements are applicable. The Contractor shall notify BSPCA immediately if it has reason to believe that there may have been a violation of any of the following provisions:

- A. Employment Opportunity— E.O. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor at 41 C.F.R. Part 60.” The Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination;
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended —If Contract is for amounts in excess of \$100,000 the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, see also 45 C.F.R. part 82 and part 93) — If Contract is for amounts in excess of \$100,000, the Contractor agrees to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- D. Debarment and Suspension (7 C.F.R. 3017)— Contracts shall not be made to parties listed on the government-wide Excluded Parties List System. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Contractor hereby certifies that it has not been debarred or suspended from participation in federal programs including grants and contracts and certifies that the party has reviewed <https://www.sam.gov/portal/public/SAM/> and <http://exclusions.oig.hhs.gov/> to determine whether any subcontractors are on the list.
- E. Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 276c) —If contract exceeds \$2000 for construction or repair the Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise

entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- F. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a–7)—When required by Federal program legislation, all construction contracts awarded of more than \$2000 shall comply with the Davis-Bacon Act (40 U.S.C. § 276a to a–7) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Where applicable, all contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, the Contractor shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. Rights to Inventions Made Under a Contract or Contract —Contracts or Contracts 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 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency. The parties acknowledge that this clause does not apply to the Services.
- I. Section 889 Limitations on Certain Telecommunications Equipment and Services – Contractor shall not use federal funds to procure or obtain, or extend a contract to procure or obtain, telecommunications equipment or services prohibited by 2 C.F.R. § 200.216. Generally, such equipment is: (i) for all equipment, telecommunications equipment that uses, as a substantial component, equipment or services provided by Huawei Technologies Company, ZTE Corporation, or the affiliates of either; and (ii) for equipment used for facility security, telecommunications equipment that uses, as a substantial component, equipment or services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, and the affiliates of any of the aforementioned. Such services are services that use, as a substantial

component, equipment or services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, and the affiliates of any of the aforementioned.

- J. For State of Vermont funded agreements: If this MOA is funded through State of Vermont grant or contract funds, Contractor agrees to comply with all terms and conditions in Attachments C, D, and F (as applicable). Current versions of these attachments can be found on the Vermont Department of Buildings and Grounds website here: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**21. Entire Contract; Counterparts**

This Contract and its Exhibit(s), which are hereby incorporated herein by reference, constitute the entire Contract and understanding between the parties with respect to the subject matter of this Contract and supersede any and all prior Contracts, representations and understandings of the parties, written or oral, with respect to matters specifically set forth in this Contract. No modification of this Contract will be binding unless executed in writing by the parties. This Contract may be executed in two or more counterparts (including via .pdf, DocuSign or other electronic means), each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**Bi-State Primary Care Association**

**Contractor**

Signature:	_____	Signature:	_____
Print Name:	<u>Georgia J. Maheras, Esq</u>	Print Name:	_____
Print Title:	<u>Sr. Vice President, Policy and Strategy</u>	Print Title:	_____
Date:	_____	Date:	_____

## EXHIBIT A

### Scope of Services and Timeline

*See SOW presented in RFP.*

*Project timeline anticipated to be 9/1/2025-6/30/2026*

**Payment Terms:** Invoices may be submitted upon completion of deliverables. Invoice should include a description of the deliverable(s) that were completed as well as itemized receipts for travel expenses. Payment will be made upon satisfactory performance of deliverables within 30 days after receipt of complete invoice and back-up documentation. Bi-State does not reimburse for alcohol. Invoices should be sent to the address listed below, or via email to [kmartin@bistatepca.org](mailto:kmartin@bistatepca.org).

Bi-State Primary Care Association  
Attn: Accounts Payable  
525 Clinton Street  
Bow NH 03304

Final invoice for this project is due no later than 6/30/2026.