



New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 271-1705

Joseph W. Mollica
Chairman

Michael R. Milligan
Commissioner

June 6, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (the "Commission"), to exercise a contract renewal to an existing **sole source** contract with Berry Dunn, (Vendor #254300), Portland, Maine, for professional consulting services, by increasing the price limitation by \$700,000 from \$1,000,000 to \$1,700,000, and extend the completion date from June 30, 2018, to June 30, 2019, effective upon Governor and Council approval or effective July 1, 2018, whichever is later. The original contract was approved by Governor and Executive Council on June 1, 2016 (Item # 60). 100% Liquor Funds.

Funding is available in account #02-77-77-770000-79570000, LIQUOR COMMISSION – COMPUTER SOFTWARE,

Class #	Class Description	FY 2019
034-500152	Capital Projects	\$700,000.00

EXPLANATION

This amendment is sole source because Berry Dunn has been working with the Commission on this POS project from its inception and has in-depth knowledge of the entire project.

This contract provides project oversight and management during the implementation of the Commission's new Point-Of-Sale (POS) hardware and software implementation. We expect this project to take approximately 12 more months for complete implementation. Independent and continuous project oversight is essential in order to assure project success and to maintain transparency throughout.

The original contract is effective June 30, 2016 to June 30, 2018 with a price limitation of \$1,000,000. This amendment extends the period by one year to June 30, 2019 and adds \$700,000 for a new price limitation of \$1,700,000.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
June 7, 2018
Page 2 of 2

Berry Dunn has been assisting the Commission over the past 24 months to help manage the project. Berry Dunn was originally selected because they are project management professionals with in-depth knowledge of this POS project as they have been working with the Commission from the beginning of this project. They assisted in identifying the business requirements for our new POS, helped the Commission prepare the RFP for the solicitation of POS bids, helped analyze bids, and assisted in the selection of the winning vendor. They are intimately familiar with all aspects of this project and will be an invaluable asset to the Commission going forward both as consultants and acting in an oversight capacity over the project.

Respectfully Submitted,
New Hampshire State Liquor Commission



Joseph W. Mollica, Chairman

cc: Melanie Carraher, Business Supervisor

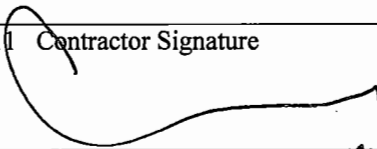
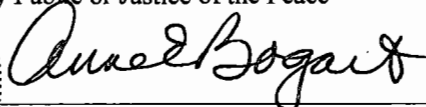
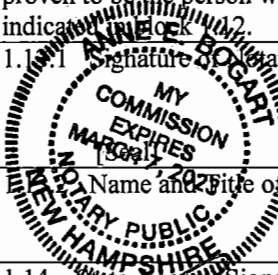
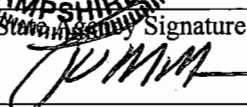
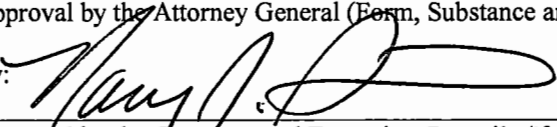
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Liquor Commission		1.2 State Agency Address PO Box 503, 50 Storrs St. Concord NH 03302-0503	
1.3 Contractor Name Berry, Dunn, McNeil & Parker		1.4 Contractor Address 100 Middle Street, PO Box 1100, Portland, ME 04104	
1.5 Contractor Phone Number 207-775-2387	1.6 Account Number 030-77-77-79570000-34	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,700,000
1.9 Contracting Officer for State Agency Daniel St. Hilaire		1.10 State Agency Telephone Number 603-230-7073	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charles Leadbetter, Principal	
1.13 Acknowledgement: State of <u>Merriamack</u> County of <u>New Hampshire</u> On <u>May 23, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace 			
Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>5/23/18</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/1/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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-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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION**

AMENDMENT TO AGREEMENT

This Amendment #1 is made this 27th day of April 2018, between the State of New Hampshire acting by and through the New Hampshire Liquor Commission (hereinafter "NHLC") and Berry, Dunn, McNeil & Parker with a principal place of business at 100 Middle Street, Portland, Maine 04104 (hereinafter the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter the "Agreement") dated May 11, 2016 and having been approved by the Governor and Council on June 1, 2016, Contractor agreed to provide consulting services upon the terms and conditions specified in the Agreement; and

WHEREAS, pursuant to Exhibit A Section 4.1 of the Agreement, the Agreement may be extended for two additional one year terms upon approval of the parties and the Governor and Executive Council and;

WHEREAS, the NHLC and Contractor desire to exercise the first of the one-year extensions;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement, as herein amended, the NHLC and Contractor do hereby mutually agree as follows:

1. Amend Section 1.7. Completion Date of the General Provisions of Form P-37 to reflect an extended completion date of June 30, 2019.

Original Completion Date
June 30, 2018

Revised Completion Date
June 30, 2019


2. Amend Section 1.8, Price Limitation, of the General Provisions of Form P-37 to reflect an increased price limitation of \$1,700,000.

Original Price Limitation
\$ 1,000,000.00

Revised Price Limitation
\$1,700,000.00

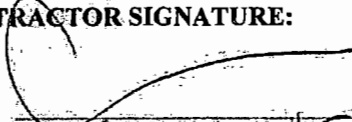
3. Except as specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

STATE OF NEW HAMPSHIRE:

By: 
Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

Date: 5/3/18

CONTRACTOR SIGNATURE:

By: 
Name: Charles K. Leadbetter
Title: Principal

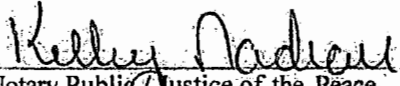
Date: 4/27/2018

STATE OF Maine
COUNTY OF Cumberland
On this 27th day of April, 2018, before me,

Kelley Nadeau, the
(Notary Name)

undersigned officer, personally appeared, Charles K. Leadbetter known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.


In witness thereof I hereto set my hand and official seal.


Notary Public Justice of the Peace

My Commission Expires: June 29 2023

KELLEY NADEAU
NOTARY PUBLIC
State of Maine
My Commission Expires
June 29, 2023

Approved for Form, Substance and Execution


John Conforti, Assistant Attorney General

Date: 5/7/18

State of New Hampshire

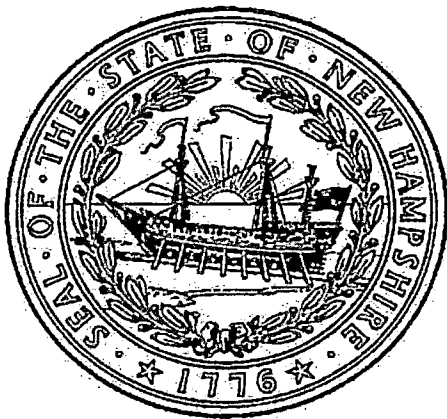
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BERRY, DUNN, MCNEIL & PARKER, LLC is a Maine Professional Limited Liability Company registered to do business in New Hampshire as BERRY, DUNN, MCNEIL & PARKER, P.L.L.C. on March 12, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **310384**

Certificate Number: **0004062642**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2018.

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

William M. Gardner
Secretary of State

STATE OF
DEPT OF JUSTICE

2018 MAY 31 PM 4: 10

CERTIFICATE OF VOTE/AUTHORITY

I, John Chandler of Berry Dunn McNeil & Parker, LLC do hereby certify that:

- 1. I am the Managing Principal of the Berry Dunn McNeil & Parker, LLC:

This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its New Hampshire Liquor Commission.

RESOLVED: That the Principal is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Charles K. Leadbetter is the duly elected Principal of the Limited Liability Company.

- 2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 27th day of April, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the Managing Principal of the company this 27th day of April, 2018

John Chandler
John Chandler
Managing Principal
Berry Dunn McNeil & Parker, LLC

STATE OF Maine
COUNTY OF Cumberland

On April 27, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Notary Seal

Kelley Nadeau
Signature of Notary or Justice of the Peace
Kelley Nadeau, Notary
Name/Title of Notary or Justice of Peace

My Commission Expires: June 29, 2023

KELLEY NADEAU
NOTARY PUBLIC
State of Maine
My Commission Expires
June 29, 2023



BERRDUN-03

HCTALBOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2018

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

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

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: Heather Caston-Talbot, AAI, CIIP	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: hcaston-talbot@clarkinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Massachusetts Bay		22306
INSURER B: The Hanover Ins Company		22292
INSURER C: Maine Employers Mutual		11149
INSURER D: Travelers Property Casualty Co. of America		25674
INSURER E:		
INSURER F:		


INSURED
Berry Dunn McNeil & Parker LLC
 100 Middle Street
 PO Box 1100
 Portland, ME 04104

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZDP D240054	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADPD240058	04/30/2018	04/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			UHP D240055	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5101800149	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Employee Theft			105608076	04/30/2018	04/30/2019	Limit \$ 5,000,000

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

CERTIFICATE HOLDER New Hampshire State Liquor Commission PO Box 503 50 Storrs Street Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Business Information

Business Details

Business Name:	BERRY, DUNN, MCNEIL & PARKER, P.L.L.C.	Business ID:	310384
Business Type:	Foreign Professional Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	03/12/1999	Name in State of Formation:	BERRY, DUNN, MCNEIL & PARKER, LLC
Date of Formation in Jurisdiction:	03/12/1999	Mailing Address:	PO BOX 1100, PORTLAND, ME, 04104, USA
Principal Office Address:	100 MIDDLE STREET, PORTLAND, ME, 04101, USA		
Citizenship / State of Formation:	Foreign/Maine	Last Annual Report Year:	2018
Duration:	Perpetual	Next Report Year:	2019
Business Email:	dlemieux@berrydunn.com	Profession:	CERTIFIED PUBLIC ACCOUNTANTS
Notification Email:	NONE	Phone #:	NONE
		Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CERTIFIED PUBLIC ACCOUNTANTS	

MAY 17 '16 11:24 AM

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LEO



New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 271-1705

Joseph W. Mollica
Chairman

Michael R. Milligan
Commissioner

May 16, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

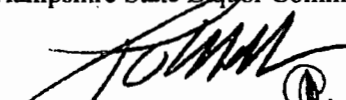
Authorize the New Hampshire Liquor Commission (the "Commission"), to enter into a **sole source** contract with Berry Dunn, McNeil & Parker 100 Middle Street, Portland, Maine for professional consulting services for a total price not to exceed \$1,000,000. This contract is effective upon Governor and Council approval through June 30, 2018. Funding for this service shall be paid with 100% Liquor Funds.

EXPLANATION

This contract provides project oversight and management during the implementation of the Commission's new Point-Of-Sale (POS) hardware and software implementation. We expect this project to take approximately 24 months. Independent and continuous project oversight is essential in order to assure project success and to maintain transparency throughout.

This contract is **sole source** because Berry Dunn has been working with the Commission on this POS project from its inception and has in-depth knowledge of the entire project. They assisted in identifying the business requirements for our new POS, helped the Commission prepare the RFP for the solicitation of POS bids, helped analyze bids, and assisted in the selection of the winning vendor. They are intimately familiar with all aspects of this project and will be an invaluable asset to the Commission going forward.

Respectfully Submitted,
New Hampshire State Liquor Commission



Joseph W. Mollica, Chairman

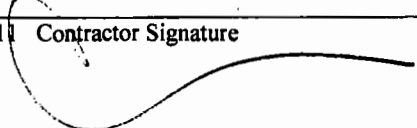
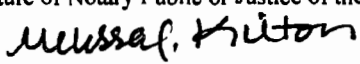
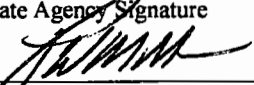
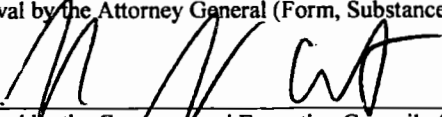
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address PO BOX 503, 50 Storrs Street, Concord NH 03302	
1.3 Contractor Name Berry, Dunn, McNeil & Parker		1.4 Contractor Address 100 Middle Street, P.O. Box 1100, Portland, Maine 04104	
1.5 Contractor Phone Number 207-775-2387	1.6 Account Number 030-77-77-79570000-34	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$1,000,000.00
1.9 Contracting Officer for State Agency Craig Bulkley and/or Daniel St. Hilaire		1.10 State Agency Telephone Number 603-230-7008 603-230-7073	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charles K. Leadbetter, Principal	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>April 26, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: center;"> MELISSA J. KILTON Notary Public, Maine My Commission Expires August 9, 2020 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Melissa J. Kilton, Notary Public			
1.14 State Agency Signature  Date: <u>5/11/16</u>		1.15 Name and Title of State Agency Signatory Joseph W. Mollica Chairman	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/16/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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-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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A - PART ONE

REQUIREMENTS

1. SCOPE OF SERVICES:

The New Hampshire State Liquor Commission (“NHSLC”) proposes to enter into an Agreement with Berry, Dunn, McNeil & Parker (“BerryDunn”) (“Contractor”) to provide independent project oversight and project management to assist the NHSLC in successfully completing the Next Gen project.

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE SERVICES AT THE LOCATION LISTED AND DESCRIBED HEREIN.

The Contractor shall provide the following:

BerryDunn will provide full-time project management for NHSLC. The project manager will have experience conducting complex system implementations involving enterprise systems in a similar state liquor environment. This individual must be capable of managing this project under stressful conditions and be capable of making decisions on behalf of the NHSLC. NHSLC will provide a designated project lead.

BerryDunn Roles and Responsibilities

Table 1: BerryDunn Full-Time Project Management Services

Service	Description
Project Management Lifecycle Tasks	BerryDunn will be responsible for daily project management services on behalf of the NHSLC – working in close collaboration with vendor’s project manager. BerryDunn will facilitate formal project kick-off and close-out meetings for the project. BerryDunn will facilitate and coordinate the Project Steering Committee monthly and co-facilitate semi-monthly project team meetings with the vendor’s project manager. As project manager for NHSLC, BerryDunn will maintain and provide regular updates to the BerryDunn Project Work Plan, Schedule, Communication Plan and Budget. BerryDunn will manage and maintain the high-level work plan (major milestones and phase completion dates) for the project (the detailed work plan and schedule will be maintained by the vendor’s project manager). BerryDunn will provide regular updates to the Executive Sponsors.
Develop Monthly Status Reports	The vendor is responsible for developing weekly, monthly and quarterly status reports for the project. BerryDunn will receive these status reports and meet with vendor to discuss and provide feedback on them. BerryDunn will develop a monthly Status Report (focused on analyzing the materials provided by the vendor and depicting overall project health) for dissemination to the Steering Committee and Executive Sponsors.
Review of Implementation System Vendor Deliverables	BerryDunn will provide a written assessment of implementation system vendor deliverables, determined in agreement with NHSLC. These reports will provide prioritized findings for the implementation system vendor to address prior to passing the deliverable to NHSLC staff for final approval. As project manager, BerryDunn will work with the vendor directly to correct identified deficiencies. BerryDunn proposed costs have assumed BerryDunn will review up to 30 deliverables.

EXHIBIT A - PART ONE

REQUIREMENTS

Regular Project Management Activities	BerryDunn will plan to be on-site during key project activities throughout the implementation. On average, BerryDunn anticipates their work will equate to approximately 50% occurring on-site and will fluctuate depending on the needs of the project. In addition to planned on-site activities, BerryDunn will be available for purposes of consultation on a regular basis throughout the project to provide support, best practice guidance, and overall guidance to the NHSLC. In general, BerryDunn on-site activities will occur when the system vendor is also planned to be on-site.
User Acceptance Testing (UAT)	BerryDunn will coordinate and facilitate UAT for the NHSLC, including scheduling and coordinating testing activities, documenting potential defects, tracking defect resolution (with the help of the system vendor) and coordinating retesting activities for NHSLC staff. BerryDunn will also track and report on UAT results and progress weekly during the UAT test period.
Training Oversight	BerryDunn will provide oversight support of system vendor training activities, including reviewing the training plan and training materials, overseeing system vendor training activities, providing recommendations for modifications to the training delivery, reviewing and participating in a sample of training sessions to evaluate them, and providing feedback on training documentation to the implementation system vendor.

NHSLC Roles and Responsibilities:

- Review and approve BerryDunn deliverables, as described in Table 1.
- Regularly collaborate and provide feedback on the development/updates to the overall Project Work Plan, Schedule, Communication Plan, Budget, and Project Implementation Plan.
- Collaborate with BerryDunn and implementation system vendor in the identification of gaps in functionality of the system vendor software and the NHSLC's desired future business processes.
- Collaborate with BerryDunn in maintaining stakeholder communications, based on the agreed-upon Communication Plan. This activity includes participating in regular stakeholder meetings with the Department of Information Technology ("DoIT") to apprise them of progress and maintain their confidence and support through the project.
- Collaborate, coordinate, and participate in all testing and quality assurance activities as facilitated by BerryDunn and/or the implementation system vendor.
- Coordinate NHSLC staff participation in training activities and resources and participate in training.
- Process timely payment of system vendor and BerryDunn invoices for payment.
- Development of a governance model for support of this project. Establish a project Team (including a leadership team for day-to-day decision making), Project Steering Committee, and Executive Sponsor Group.

EXHIBIT A - PART ONE

REQUIREMENTS

2. PROBLEM RESOLUTION:

- 2.1. The Contractor must have a single contact person, available during normal working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved.
- 2.2. The NHSLC designates Craig Bulkley, COO, and Daniel St. Hilaire, Legal Counsel as Contract Administrators who will work with the Contractor to resolve problems that cannot be resolved by the end-users.
- 2.3. If at any time during this contract, there is a failure to perform service, deliver goods or perform any other term and condition of this agreement, the Contract Administrator will give written notice to the Contractor.

3. GENERAL SERVICES:

- 3.1. All work shall be performed by skilled professionals and shall be executed in a workmanlike manner in accordance with the best standards and practices of the trade and shall be repaired in kind by skilled professionals of the trades involved at no additional cost to the NHSLC
- 3.2. Caution to Contractors: The services called for by this solicitation are critical to the needs of the New Hampshire State Liquor Commission. All contractual requirements will be strictly enforced. The Contractor will be held fully responsible for proper performance of contract requirements. NHSLC expects a high standard of professionalism in performance of this contract. It is expected that an initial extra effort on the part of the Contractor will be provided to create and maintain a condition of excellence meeting the requirements of the NHSLC and their representative who shall be the sole judge of the level of excellence expected.
- 3.3. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The NHSLC reserves the right to terminate this contract at any given time with a 30 day written notice.
- 3.4. Normal Working Hours: Normal hours are considered to be 8:00 AM to 4:30 PM, Monday through Friday.
- 3.5. Subcontracting any portion of the contract is not permitted without prior written approval from the NHSLC.
- 3.6. **BACKGROUND CHECKS:** NHSLC may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in any facility.

EXHIBIT A - PART ONE

REQUIREMENTS

3.7. The Contractor or their personnel shall not represent themselves as employees or agents of the State while on the State of New Hampshire's property. The Contractor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Vendor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

4. CONTRACT PERIOD & FUNDING

4.1. Contract Period:

The term of the contract shall become effective upon execution hereof by the NHSLC, Contractor and approval by the Governor and Executive Council and shall run through June 30, 2018. At or prior to the completion of said term and if both parties agree, then this contract may be extended for two additional one-year terms upon approval of the parties and the Governor and Executive Council.

4.2. Termination:

NHSLC reserves the right to terminate this contract at any given time with a 30 day written notice. The performance of work under the contract may be terminated by the NHSLC in whole, or from time to time, in part whenever for any reason NHSLC shall determine that such termination is in the best interest of the NHSLC. Any such termination shall be effectuated by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the contract is terminated and the date of which such termination becomes effective.

4.3. Contract Continuity:

Upon expiration of their contract, if NHSLC or the Contractor fail to accept or agree on a contract extension for an additional period, the Contractor must agree to provide all services under the same terms and conditions of the then-in-force contract on a month-to-month basis for a period not to exceed four (4) months to enable a satisfactory replacement of the Contractor.

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

1. **COST BREAKDOWN:**

This is a Firm Fixed Price (FFP) contract with a Not to Exceed (NTE) component totaling \$1,000,000.00 for the period between the Effective Date through the end of the initial contract. The period and NTE may be extended pursuant to Section 4.1 in Exhibit A. This contract will allow BerryDunn to invoice NHSLC for the following:

Services	Estimated Monthly Hours	Composite Rate	Estimated Monthly Cost
Project management Services (176 hours a month; project manager 80, business analyst 80, and project principal 16). Total of 1.1 FTE	176	\$210	\$36,960

NHSLC will not be responsible for any travel or out-of-pocket expenses incurred in the performance of the services undertaken under this contract. Composite rate is "fully-loaded" and includes all out-of-pocket expenses.

NHSLC recognizes that some months will be greater than 176 hours and some will require fewer hours. BerryDunn will track total hours of the project effort (4,224 or 176*24 months) and update NHSLC each month as part of their monthly invoice on where actual versus allocated hours stand that month and for the project in total.

For the project duration, the following hourly rates will be honored if additional hours beyond 4,224 become necessary or if additional services are required:

Principal	\$345
Project Manager	\$240
Business Analyst	\$150

Any additional hours or work needed shall be approved by NHSLC in advance.

EXHIBIT C
SPECIAL PROVISIONS

Sections 1.16 is hereby deleted.

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

2. **INVOICING:**

All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.

All invoices must be submitted within 30 days of the fiscal year-end, (June 30th) of each year for work completed within the current fiscal year. It is the contractor's further responsibility to ensure that they have been paid within 60 days from the time of submittal. If invoices haven't been submitted within the above mentioned time frame, approval will be required from The Governor and Executive Council prior to any process of payments, which will delay the payment process.

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract may occur.

A check will be issued through the State Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the contract. The New Hampshire State Liquor Commission does not pay late charges or interest.

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Francis J. O'Shea _____, Secretary _____ of the
(LLC Representative Name) (LLC Representative Title)

Berry Dunn McNeil & Parker, LLC _____, do hereby certify that:
(Limited Liability Company Name)

(1) I am the duly elected and acting Secretary _____ of the
(LLC Representative Title)

Berry Dunn McNeil & Parker, LLC _____, a Maine Limited Liability Company (State of Incorporation)
(the "Corporation");

(2) I maintain and have custody of and am familiar with the Seal and minute books of the LLC "Corporation";

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the "Corporation" at a meeting of the said Board of Directors held on the

1st day of July, 2015, which meeting was duly held in accordance with

Maine _____ law and the by-laws of the "Corporation":
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Revenue, providing for the performance by the "Corporation" of certain Project Oversight and Management services, and that the President (any Vice President) (and the Treasurer) (Principal) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

_____ John M. Chandler _____ President Name

_____ Christopher T. Tyson _____ Vice President Name

_____ David A. Erb _____ Treasurer Name

_____ Charles K. Leadbetter _____ Principal Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary
(Title)

of the Corporation and have affixed its corporate seal this 12 day of MAY, 2016.

Secretary
(Title)

(Seal)

STATE OF Maine

COUNTY OF Cumberland

On this the 12^m day of MAY, 2016, before me, Melissa Kilton, the undersigned officer,
personally appeared Francis J. O'Shea, who acknowledge her/himself to be the

Secretary, of Berry Dunn McNeil & Parker, LLC, a corporation, and that
she/he, as
(Title) (Name of Corporation)

such Secretary being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Francis J. O'Shea

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Melissa Kilton
Notary Public/Justice of the Peace

My Commission expires: August 9, 2020

MELISSA J. KILTON
Notary Public, Maine
My Commission Expires August 9, 2020

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BERRY, DUNN, MCNEIL & PARKER, LLC doing business in New Hampshire as BERRY, DUNN, MCNEIL & PARKER, P.L.L.C., a(n) Maine limited liability company, registered to do business in New Hampshire on March 12, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April, A.D. 2016

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

BERRDUN-03

RRUMPF

DATE (MM/DD/YYYY)
4/28/2016

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

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

PRODUCER Clark Insurance 2385 Congress Street Portland, ME 04104	CONTACT NAME:	
	PHONE (A/C, No, Ext): (207) 774-6257	FAX (A/C, No): (207) 774-2994
	E-MAIL ADDRESS: info@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Netherlands	24171
INSURED Berry Dunn McNeil & Parker LLC Jodi Coffee PO Box 1100 Portland, ME 04104	INSURER B: Peerless Insurance	24198
	INSURER C: Maine Employers Mutual	11149
	INSURER D: Travelers Property Casualty Co. of America	25674
	INSURER E: Underwriters at Lloyd's London	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CBP8984214	04/30/2016	04/30/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL DWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8427467	04/30/2016	04/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU9714498	04/30/2016	04/30/2017	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5101800149	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime			105608076	04/30/2014	04/30/2017	2,000,000
E	Cyber Risk			ESE03184409	04/30/2016	04/30/2017	10,000,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire State Liquor Commission
PO Box 503
50 Storrs Street
Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Cartwright

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Blouin, Teri A

From: Blouin, Teri A
Sent: Tuesday, June 5, 2018 2:38 PM
To: 'Tina Demers'
Subject: G&C

Hi Tina,
I hope all is well with you at Liquor! (^_^)

Joe Bouchard has me working on the G&C's with Mel in our office. I just got one from Liquor. Here are what Mel and I saw in reviewing the item over here:

1. I am not sure why there is a P37 and an amendment – do you usually do both? My experience is that there would only be an amendment page in this situation. So in the future you can eliminate the P37 and stick with the amendment page.
2. I noted that in the original contract you obtained the authority to renew this contract. For that reason the below format (Example #8) would be the correct REQUESTED ACTION needed.
3. Is there a reason Liquor omitted the account #, fiscal years and figures of the contract amount (**like the example below**)?
4. The REQUESTED ACTION needs to have the **variance between the two contracts, the old contract price, the new contract price** like the below example.
5. I have noted the required order of the REQUESTED ACTION items below (1-7). The reason we ask agencies to use this order is to help the poor woman at the Secretary of State's office that has to type the agenda for hundreds of items. It makes is so much easier if they are written in the same order. We appreciate your help in this area going forward.
6. If you have a Contract # and Vendor #, please include them in your items. It helps BOA if they need to do anything with this item going forward.
7. We require that you note in the REQUESTED ACTION the **item # and date** of the prior G&C approval.
8. Don't forget to add the clause around **availability of funds as you see fit**.

Our office is working on a new "RED BOOK" – manual of procedures for agencies. **I can't wait for it to get published!** I stole the example below out of that future publication to show you and your staff how to write a similar item. It is pretty much the same as the 2006 RED BOOK we all knew and loved.

Example #8 - Amend a Contract by Exercising a Renewal Option **REQUESTED ACTION**

Authorize the Department of Administrative Services to amend an existing contract (Contract #123456) with Gallac Enterprises, Inc., (VC#123456), Concord, NH for weekly trash removal at six State Office Buildings by exercising a contract renewal option **by increasing the price limitation by \$62,000 from \$60,000 to \$122,000** and extending the completion date from June 30, 2019 to June 30, 2021 effective upon Governor and Council approval. **The original contract was approved by Governor and Council on June 14, 2017, item #50.** 100% General Funds.

Funds are anticipated to be available in the following account for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between State fiscal years within the price limitation through the Budget Office, if needed and justified.

01-014-014-140510-29500000, General Services Maint & Grnd

- HOW TO SET UP THE REQUESTED
- ACTION PORTION OF A G&C SUBMITTAL:

FORMAT GUIDELINE GOVERNOR AND COUNCIL REQUESTED ACTION

- (1) Who you are? Which State Agency, Board or Component Unit of the State is presenting the item.
- (2) What are you doing? Enter into a contract, Award a Grant, Enter into an MOA.
- (3) With Whom? The Vendor, Grantee Name, and city, state.
- (4) What is the Cost? The dollar amount of the action if any.
- (5) For What Reason? 5-8-word explanation of what the services being provided are.
- (6) What is the Time Frame? The period the action will be valid.
- (7) What is the Funding Source? General, Highway, Federal Funds, Other (you are required to explain what the OTHER funds are EX: license fees).

Example:

(1) Authorize the Department of Administrative Services (2) to enter into a contract (3) with Gallac Enterprises, Inc., (Vendor Code #- use the NH FIRST vendor code), Concord NH, (4) in the amount of \$6,500.00 (5) for trash removal at six State Office buildings (6) from date of Governor and Council approval through June 30, 2011. (7) 100% General Funds,

Call me with any ?'s

NOTE: Please update your records with my new email address below

Teri Blouin, Business Supervisor

State of New Hampshire

Dept. of Administrative Services/Budget Office

Tel. 603-271-1447 | ✉: Teri.Blouin@das.nh.gov

DAS Budget Office Blog -- <https://prd.intblogs.nh.gov/das/budget>