

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

February 5, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to conduct a two-day advanced specialty conference entitled "2019 Partnering for a Future Without Violence Conference" to be held September 4-5, 2019 at the DoubleTree by Hilton, Manchester NH at a cost not to exceed \$75,250 upon Governor and Executive Council approval through September 30, 2019. 51% Agency Income, 49% Federal Funds.
2. Upon approval of paragraph one, authorize the Department of Justice to accept and expend \$37,000 from Department of Justice Grant Funds and \$38,250 in registration fees for a total of \$75,250 to cover the cost of the conference upon Governor and Executive Council approval through September 30, 2019.

Funds received are to be budgeted in account:
#02-20-20-200010-50860000; Job#20DVCONFFY19.
Department of Justice Domestic Violence Conference

<u>Class/Expense</u>	<u>Class Title</u>	<u>Current SFY19 Budget</u>	<u>Increase Amount</u>	<u>Revised SFY19 Budget</u>
067-500557	Training of Providers	\$59,547	\$75,250	<u>\$134,797</u>
<u>Funding Source</u>				
009-403259	Domestic Violence Conference	\$59,547	\$75,250	<u>\$134,797</u>

3. Upon approval of paragraph one authorize the Department of Justice to enter into a **sole source** agreement with JPA III Management Company, Inc./dba DoubleTree by Hilton, Manchester, NH (Vendor #165195-B001) in an amount not to exceed \$57,420 for the purpose of providing necessary conference facilities and services for the two-day conference effective upon the date of Governor and Executive Council approval through September 30, 2019. 67% Agency Income, 33% Federal Funds.

Funding is available as follows:

02-20-20-200010-50860000,	<u>SFY 2019</u>
Domestic Violence Conference	
067-500557 Training of Providers	<u>\$57,420</u>

EXPLANATION

Request #3 is **sole source** because no proposals were received from the RFP issued by the Department to obtain a venue for the conference. The Department then reviewed previous conference areas and determined that JPA III Management Company, Inc., dba DoubleTree by Hilton, was the one facility that could accommodate all aspects of this event without sacrificing the content or limiting the number of participants.

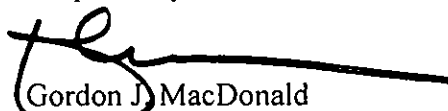
The Department of Justice is committed to continuing to provide high-quality, low cost training opportunities to New Hampshire professionals on issues related to child abuse and neglect, domestic and sexual violence, stalking, strangulation, human trafficking and elder abuse.

Each of the approximately 450 people attending the two-day conference will pay an \$85.00 registration fee, totaling \$38,250. The remaining funds will come from the following Department of Justice Grants: \$17,000 from the Children's Justice Act Grant and \$20,000 from the Victims of Crime Act Grant. The Department will waive the registration fee for up to an additional 50 attendees including speakers and other professionals participating in the conference.

In the event that federal funds become no longer available, General Funds will not be requested to support this conference.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,


Gordon J. MacDonald
Attorney General

**“2019 Partnering for a Future Without Violence Conference”
 AGENDA - DRAFT**

WEDNESDAY SEPTEMBER 4, 2019

8:00 am - 9:00 am	Registration
9:00 am - 9:30 am	Welcome and Introductory Remarks
9:30 am - 10:15 am	Keynote Address
10:15 am - 10:30 am	Break
10:30 am - 12:00 pm	<u>Session 1</u> : Seminars 1 – 6
12:00 pm - 1:15 pm	Lunch
1:15 pm - 2:45 pm	<u>Session 2</u> : Seminars 7 – 12
2:45 pm - 3:00 pm	Break
3:00 pm - 4:30 pm	<u>Session 3</u> : Seminars 13 - 18

THURSDAY SEPTEMBER 5, 2019

8:00 am – 8:30 am	Registration
8:30 am – 10:00 am	<u>Session 4</u> : Seminar 19 - 24
10:00 am – 10:15 am	Break
10:15 am - 11:45 am	<u>Session 5</u> : Seminar 25-30
11:45 am – 12:45 pm	Lunch
12:45 pm – 1:30 pm	2 nd Keynote address
1:30 pm – 1:45 pm	Break
1:45 pm – 3:15 pm	<u>Session 6</u> : Seminars 30-36

2019 Child Abuse Summit and Partnering For a Future Without Violence Conference

Anticipated Budget

Item	Description	Budget
Printing	Program Guide	\$830
Supplies	Binders, Portfolios, Name Tags, Labels	\$1,000
Presenter Expenses	Honorarium and Travel Expenses-Presenters	\$16,000
Facility Contract	DownTown by Hilton, Manchester NH	\$57,420
Total		\$75,250



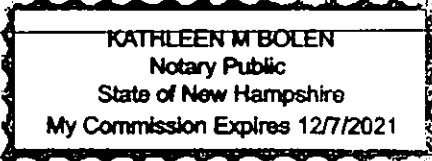
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Department of Justice		1.2 State Agency Address 33 Capitol Street Concord, NH 03301	
1.3 Contractor Name JPA III Management Company, Inc.		1.4 Contractor Address 200 Stuart Street Boston, MA 02116	
1.5 Contractor Phone Number 603-625-1000	1.6 Account Number 5086-067	1.7 Completion Date 9/30/2019	1.8 Price Limitation \$57,420.00
1.9 Contracting Officer for State Agency Danielle Snook		1.10 State Agency Telephone Number 603-271-3671	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kim Roy - General Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>12/10/18</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Kathleen Bolen Justice of Peace			
1.14 State Agency Signature <u>Kathleen Carr</u> Date: <u>2/1/19</u>		1.15 Name and Title of State Agency Signatory <u>Kathleen Carr, Director of Administration</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: <u>Deanne Martin</u> On: <u>2/1/19</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

SCOPE OF SERVICE

1. Conference facility rental services to be provided by JPA III, Management Company, Inc. as “Contractor” which include: conference facilities, tables, chairs, linens, audio visual equipment and audio visual support, meals, lodging options and other necessary equipment and supplies per a rental agreement between the State of New Hampshire, Department of Justice as “DOJ” and the Contractor.
2. The Facility Rental agreement shall include the following from September 3, 2019 at 1:00 pm to September 5, 2019 at 5:00 pm.
 - 2.1. The Contractor shall provide adequate space for DOJ to conduct conference set up and for the storage of conference materials for the afternoon of September 3, 2019.
 - 2.2. The Contractor shall provide the Armory to accommodate a maximum of 500 people for a plenary address and lunch on both September 4 and September 5, 2019. This room shall include: stage or risers and cart(s) or table(s) to accommodate audio/visual equipment and necessary power cord strips and cables.
 - 2.3. The Contractor shall provide a space for a registration area on September 4-5, 2019.
 - 2.4. The Contractor shall provide a resource area that will include up to six (6) six foot (6') tables (with linens) and chairs as necessary.
 - 2.5. The Contractor shall provide the following six (6) breakout rooms: Pemigewasset, Contoocook/Merrimack, Piscataquog, Frost/Hawthorne, Dartmouth and Penstock to be used concurrently in three (3) 90 minute sessions on September 4, 2019 and up to three (3) 90 minute sessions on September 5, 2019. Each room will contain a cart or table to accommodate audio/visual equipment and necessary power cord strips and cables.
 - 2.6. The Contractor shall provide necessary audio visual equipment as requested (in addition to what is previously included in 2.2 and 2.5) to include, but not be limited to: projectors, screens, laptop(s)/computer(s), mixers, sound system or speakers, and lavalier and/or handheld microphones as requested by the Department of Justice. Additionally the Contractor will provide personnel to setup the equipment and make technical assistance available in each of the rooms provided for the duration of the event.

Initials: NR
Date: 12.10.18

- 2.7. The Contractor shall provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and conference facilitation.
- 2.8. The Contractor shall offer reduced-rate parking of \$6.00 per day for conference attendees who park in the adjoining garage.
- 2.9. The Contractor shall provide wireless internet access for presenters and attendees for the duration of the event.
3. The Contractor shall hold up to fifty (50) overnight rooms (up to twenty five (25) rooms on September 3, 2019, up to twenty five (25) rooms on September 4, 2019) for conference attendees and presenters at the government rate of \$110.00 for single occupancy; \$110.00 for double occupancy; \$120.00 per night triple occupancy and \$130.00 per night for quadruple occupancy.
 - 3.1. The DOJ will be responsible for paying for up to twenty (20) rooms for those individuals listed on the "master rooming list" as part of the final bill for the event. The DOJ is not responsible for incidentals incurred by those individuals.
 - 3.2. The DOJ shall provide the Contractor with an initial "master rooming list" for up to twenty (20) rooms thirty (30) days prior to the conference. The master rooming list shall indicate full names of guests, arrival dates, departure dates, and pairings for shared rooms, if applicable.
 - 3.3. The remaining conference attendees shall be responsible for making their own reservations and paying the Contractor directly, including any applicable taxes.
4. The contractor shall provide the following meals for up to 500 people on Wednesday, September 4, 2019: Morning coffee service, buffet lunch and afternoon break. The contractor shall provide the following meals for up to 500 people on Thursday, September 5, 2019: morning coffee service, buffet lunch and possible afternoon break.
 - 4.1. The DOJ will provide a final head count for all meals within five (5) business days prior to the event.
5. The Contractor will make available water stations to attendees at no cost.
6. All Contractor correspondence and submittals shall be sent to:
State of New Hampshire
Department of Justice.
Office of Victim/Witness Assistance
33 Capitol Street
Concord NH 03301

Initials: NA
Date: 12.10.18

EXHIBIT B

CONTRACT PRICE

1. The Contract Price shall not exceed **fifty-seven thousand, three hundred and sixty dollars and zero cents (\$57,420.00)** for conference facilities and audio visual services specifically identified below:

- 1.1. Six (6) breakout rooms (Pemigewasset, Contoocook/Merrimack, Piscataquog, Frost/Hawthorne, Dartmouth and Penstock) set to accommodate different populations in each session of the entire attendance on September 4-5, 2019. Each room will contain a cart or table to accommodate audio/visual equipment, necessary power cord strips and cables (\$4,000).
- 1.2. The Armory, set in rounds, to accommodate up to 500 attendees on Wednesday, September 4 and Thursday, September 5 for plenary session and lunch, including the provision of tables, chairs, linens, stage or risers, and cart(s) or table(s) to accommodate audio/visual equipment, necessary power cord strips and cables and sound system (included in the price of 1.1).
- 1.3. One (1) space to conduct conference setup and storage of conference materials on the afternoon of Tuesday, September 3, 2019 (included in the price of 1.1).
- 1.4. One (1) resource area with up to six (6) six foot (6') tables (with linens) and chairs as necessary. (Included in price of 1.1).
- 1.5. One (1) registration area (included in price of 1.1).
- 1.6. Audio visual equipment as requested by the Department of Justice to include, but not be limited to: projectors, screens, laptops/computers, mixers, sound system or speakers, and lavalier and/or handheld microphones as needed in each room listed in 1.1 and 1.2 on September 4 and September 5, 2019 and personnel to setup the equipment and make technical assistance available in each of the rooms provided throughout the duration of the event (not to exceed \$13,520).
- 1.7. Wireless internet access for all presenters and attendees for the duration of the event (not to exceed \$500.00).

Banquet functions on September 4, 2019 to include:


- 1.8. One (1) coffee service (coffee, tea and water) at \$4.20 per person (inclusive) for up to 500 people on September 4, 2019 (not to exceed \$2,100).
- 1.9. One (1) deli buffet luncheon (to include salad options, meat and hummus sandwich options, vegetarian and dietary restriction options, beverage and dessert) at \$25.20 per person (inclusive) for up to 500 people on September 4, 2019 (not to exceed \$12,600).
- 1.10. One (1) PM break (baked goods, fruit choice and beverage) at \$7.20 per person (inclusive) for up to 500 people on September 4, 2019 (not to exceed \$3,600).

Initials: 

Date: 12-10-18

Banquet functions on September 5, 2019 to include:

- 1.11. One (1) coffee service (coffee, tea and water) at \$4.20 per person (inclusive) for up to 500 people on September 5, 2019 (not to exceed \$2,100).
- 1.12. One (1) hot buffet luncheon (to include salad options, vegetable options, protein options, vegetarian and dietary restriction options, beverage and dessert) at \$26.40 per person (inclusive) for up to 500 people on September 5, 2019 (not to exceed \$13,200).
- 1.13. One (1) PM break (baked goods, fruit choice and beverage) at \$7.20 per person (inclusive) for up to 500 people on September 4, 2019 (not to exceed \$3,600).
- 1.14. Up to twenty (20) rooms on the "master rooming list" for presenters from September 3-5, 2018 at \$110.00 per room per night each (total cost not to exceed \$2,200)
2. The contractor shall provide one (1) itemized invoice for the services described on September 3-5, 2019 to include:
 - 2.1. The identity of each item separately described in Exhibit A;
 - 2.2. The date(s) each item was provided;
 - 2.3. The amount due for each item; and
 - 2.4. The cumulative total of all items.
3. Payment shall be made within thirty (30) days following receipt of invoice and acceptance of the contract items to the State's satisfaction. Said payment shall be made out to the Contractor's accounts receivables address listed on the Integrated Financial system for the State of New Hampshire.
4. Under no conditions shall the contract price exceed \$57,420.00 as stated in line item 1.

Initials: 
Date: 12.10.18

State of New Hampshire

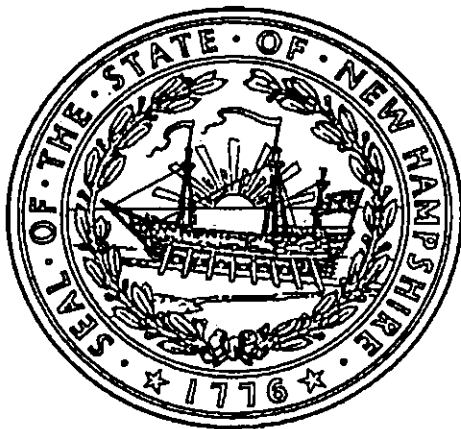
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JPA III MANAGEMENT COMPANY, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 26, 1995. 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: 30575

Certificate Number: 0004370461



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of January A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Louis N. Vinios, hereby certify that I am duly elected Clerk/Secretary of
(Name)

JPA III Management Co., Inc., dba Doubletree Manchester. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December
(Month)

10, 20 18 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

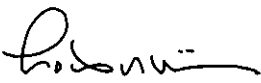
VOTED: That Kim Roy and/or Dottie Oakes (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of JPA III Management Co., Inc., dba Doubletree Manchester with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 10, 2018

ATTEST: 
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South, Suite 1600 Houston TX 77027	CONTACT NAME: Shannon Martinez	
	PHONE (A/C, No, Ext): 713-623-2330	FAX (A/C, No): 713-358-5799
E-MAIL ADDRESS: CertRequests@AJG.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE Property & Casualty Insurance Co		20699
INSURER B: Liberty Mutual Fire Insurance Company		23035
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 91355958 **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.

INSTR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Incl <input checked="" type="checkbox"/> NIL Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: No Agg Cap	Y	Y	TB2691466494018	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Liquor Liability \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
A	<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"/> RETENTION \$ 10,000	Y	Y	G7122692A	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 200,000,000 AGGREGATE \$ 200,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder or any Entity, where required by written contract, the following Blanket General Liability endorsements apply:
 Additional Insured - Owners, Lessees or Contractors, as where required by written contract as per form CG 2010 (0413). Additional Insured - Managers or Lessors of Premise, as where required by written contract as per form CG 2011 (0413). Additional Insured - Mortgagee, Assignee or Receiver, as where required by written contract as per form CG 2018 (0413). Waiver of subrogation applies where required by written contract CG2404 (0509). General Liability policy is Primary and Non-Contributory, where required by written contract CG 2001 (0413). Notice of Cancellation to Third Parties - 30 Days notice, per form LIM 9901 (0511). 30 days NOC except 10 days for Non-Payment of Premiums.

Broad Form Named Insured - Including Management Control or Financial Control or Placement of Insurance, where required, per form LC32469(0917): - In See Attached...

CERTIFICATE HOLDER NH Attorney General Department of Justice 33 Capitol Street Concord NH 03301	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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South, Suite 1600 Houston TX 77027	CONTACT NAME: Shannon Martinez PHONE (A/C, No, Ext): 713-623-2330 FAX (A/C, No): 713-358-5799 E-MAIL ADDRESS: CertRequests@AJG.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED PYRAADV-01 JPA III Management Company, Inc. c/o Pyramid Management Holdings, LLC One Post Office Square, Suite 1950 Boston MA 02109	INSURER A: ACE Property & Casualty Insurance Co NAIC # 20699	
	INSURER B: Old Republic Insurance Company 24147	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 948058283** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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		G7122692A	11/1/2018	11/1/2019	EACH OCCURRENCE \$200,000,000 AGGREGATE \$200,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWC31264700	3/1/2018	3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Employers Liability listed above is scheduled as an underlying policy on the Umbrella program.

CERTIFICATE HOLDER

NH Attorney General
 Department of Justice
 33 Capitol Street
 Concord NH 03301

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