

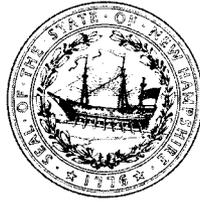
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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL



March 28, 2018

His Excellency, Governor Christopher T. 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 one-day pre-conference training entitled "2018 Child Abuse Summit", to be held September 4, 2018, and a two-day conference entitled "2018 Partnering for a Future Without Violence Conference", to be held September 5-6, 2018, at the Downtown Manchester Hotel, Manchester, NH at a cost not to exceed \$58,300 upon Governor and Executive Council approval through December 31, 2018. 100% Agency Income.
2. Upon approval of paragraph one, authorize the Department of Justice to accept and expend \$27,600 from Department of Justice Grant Funds and \$30,700 in registration fees for a total of \$58,300 to cover costs of the summit and conference upon Governor and Executive Council approval through December 31, 2018.

Funds received are to be budgeted in the following account:
02-20-200010-50860000; Job#20DVCONFFY18.
Department of Justice Domestic Violence Conference

<u>Class/Expense</u>	<u>Class Title</u>	<u>Current SFY18 Budget</u>	<u>Increase Amount</u>	<u>Revised SFY18 Budget</u>
067-500559	Training Facility Rentals	\$0	\$58,300	<u>\$58,300</u>
 <u>Funding Source</u>				
009-403259	Domestic Violence Conference	\$0	\$58,300	<u>\$58,300</u>

3. Upon approval of paragraph one and paragraph two, authorize the Department of Justice to enter into a **sole source** agreement with JPA III Management Company, Inc./dba The Downtown Manchester Hotel, Manchester, NH (Vendor #165195-B001), in an amount not to exceed \$40,175 for the purpose of providing necessary conference facilities and services for the one-day pre-conference summit and the two-day conference effective upon the date of Governor and Executive Council approval through September 30, 2018. 76% Agency Income, 24% Federal Funds.

Funding is available as follows, with the ability to adjust encumbrances, through the Budget Office, if needed and justified:

02-20-20-200010-50860000,	<u>SFY 2018</u>
Domestic Violence Conference	
067-500559 Training Facility Rentals	\$40,175

EXPLANATION

The Department of Justice is committed to continuing 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. The Department requests approval to co-sponsor a day long pre-conference summit focused on child abuse issues followed by a two-day conference focused on other violent crime topics.

The pre-conference Child Abuse Summit, which will be co-sponsored by the Department of Health and Human Services, Division for Children, Youth and Families, will have approximately 200 attendees. The two-day conference that will follow will have approximately 400 attendees.

Request #3 is **sole source** because the facility that was awarded the original contract, Attitash Grand Summit Hotel and Conference Center, recently backed out and there was insufficient time for the Department to go back out to bid. Attitash was the sole bidder on the original bid solicitation so the Department contacted three facilities directly to determine potential availability and pricing options. The Department decided to contract with the JPA III Management Company, Inc. /dba The Downtown Manchester Hotel, because of the company's ability to handle the needs for the summit-conference.

The Department of Health and Human Services will provide up to \$6,700 in registration fees for the pre-conference summit. Each of the approximately 400 people attending the two-day conference will pay a \$60.00 registration fee, totaling \$24,000. The remaining funds will come from the following Department of Justice Grants: \$7,500 from the Violence Against Women Act Grant, \$8,800 from the Children's Justice Act Grant, and \$11,300 from the Victims of Crime Act Training 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 Agency Income funds are no longer available, General Funds will not be requested to support this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

“2018 Child Abuse Summit”
AGENDA - DRAFT

TUESDAY SEPTEMBER 4, 2018

8:00am - 9:00 am	Registration
9:00am - 9:15 am	Welcome and Introductory Remarks
9:15am - 10:15 am	Plenary Address
10:15am - 10:30 am	Break
10:30am - 12:00 pm	Session 1
12:00pm - 1:15 pm	Lunch
1:15pm - 2:45 pm	Session 2
2:45pm - 3:00 pm	Break
3:00pm - 4:30 pm	Session 3

“2018 Partnering for a Future Without Violence Conference”
AGENDA - DRAFT

WEDNESDAY SEPTEMBER 5, 2018

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

THURSDAY SEPTEMBER 6, 2018

8:00 am – 8:30 am	Registration
8:30 am – 10:30 am	<u>Session 4</u> : Seminar 19 - 24
10:30 am - 10:45 am	Break
10:45 am – 12:45 pm	<u>Session 5</u> : Seminars 25 - 30

2018 Child Abuse Summit and Partnering For a Future Without Violence Conference

Anticipated Budget

Item	Description	Budget
Printing	Program Guide	\$1,000
Supplies	Binders, Portfolios, Name Tags, Labels	\$1,200
Presenter Expenses	Honorarium and Travel Expenses-Presenters	\$15,925
Facility Contract	Downtown Manchester Hotel	\$40,175
TOTAL		\$58,300

Sole Source Verbal Quote Information

Hotel Contacted	Amount	Comments
Waterville Valley	\$37,514	Not large enough to handle potential capacity of attendees. Additional costs (not quoted) will be incurred due to location.
Grappone Center Concord	\$42,855	Not large enough to handle potential capacity of attendees. Additional costs (not quoted) will be incurred due to location.
Downtown Hotel Manchester	\$40,175	Large enough to handle potential capacity of attendees. No additional costs will be incurred due to location. All audiovisual equipment is included.

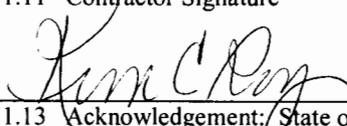
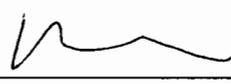
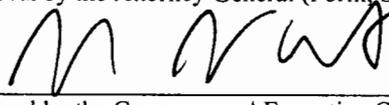
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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. DBA/ DOWNTOWN MANCHESTER HOTEL		1.4 Contractor Address 200 Stuart Street Boston, MA 02116	
1.5 Contractor Phone Number 603-625-1000	1.6 Account Number 02-20-20-30010 - 5086-067	1.7 Completion Date 9/30/2018	1.8 Price Limitation \$40,175.00
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 C Roy, General Manager	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>KATHLEEN M BOLEN Notary Public State of New Hampshire My Commission Expires 12/7/2021</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Kathleen Bolen Notary			
1.14 State Agency Signature Kathleen Carr Date: 3/22/18		1.15 Name and Title of State Agency Signatory Kathleen Carr, Director of Personnel	
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: 3/19/18			
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 4, 2018 at 7:00 am to September 6, 2018 at 3:00 pm.

SEPTEMBER 4 – PRE-CONFERENCE SUMMIT

- 2.1. The Contractor shall provide the Pemigewasset room to accommodate a maximum of 200 people on September 4, 2018. This room shall include: podium with microphone, wireless lavalier, screen, laptop/computer, projector, sound system, and cart or table to accommodate audio/visual equipment and necessary power cord strips and cables.
- 2.2. The Contractor shall provide a space for registration area on September 4, 2018 and will include up to four (4) six foot (6’) tables with four (4) to six (6) chairs.
- 2.3. The Contractor shall provide a resource area that will include two (2) to four (4) six foot (6’) tables.
- 2.4. The Contractor shall provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and summit facilitation.
- 2.5. The Contractor shall offer reduced-rate parking of \$6.00 per day for summit attendees who park in the adjoining garage.
- 2.6. The Contractor shall provide necessary audio visual equipment as requested (in addition to what is previously included in 2.2) by the Department of Justice. Additionally the Contractor will provide personnel to setup the equipment and make technical assistance available in the room provided.

SEPTEMBER 5-6 - CONFERENCE

- 2.7. The Contractor shall provide adequate space for DOJ to conduct conference set up and storage of conference materials for the afternoon of September 4, 2018.
- 2.8. The Contractor shall provide the Armory to accommodate a maximum of 450 people for a plenary address and lunch on September 5, 2018. This room shall include: stage or risers, podium with microphone, wireless lavalier, screen, laptop/computer,

Initials: 
Date: 9-21-18

- projector, sound system, and cart or table to accommodate audio/visual equipment and necessary power cord strips and cables.
- 2.9. The Contractor shall provide a space for registration area on September 5-6, 2018 and will include up to four (4) six foot (6') tables with four (4) to six (6) chairs.
- 2.10. The Contractor shall provide a resource area that will include two (2) to four (4) six foot (6') tables.
- 2.11. The Contractor shall provide the following six (6) breakout rooms: Pemigewasset, Contoocook, Merrimack, Piscataquog, Frost and Hawthorne to be used concurrently in three (3) 90 minute sessions on September 5, 2018 and up to three (3) 90 minute sessions on September 6, 2018. Each room will contain a projector, screen, laptop/computer, sound-system (to be able to play sound from laptop presentation), cart or table to accommodate audio/visual equipment and necessary power cord strips and cables.
- 2.12. The Contractor shall provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and conference facilitation.
- 2.13. The Contractor shall offer reduced-rate parking of \$6.00 per day for conference attendees who park in the adjoining garage.
- 2.14. The Contractor shall provide necessary audio visual equipment as requested (in addition to what is previously included in 2.8 and 2.11) to include, but not be limited to: lavalier and 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.
3. The Contractor shall hold up to eighty (85) overnight rooms (up to five (5) rooms on September 3, 2018, up to thirty (30) rooms on September 4, 2018 and up to fifty (50) rooms on September 5, 2018) for participants attending the summit and/or conference at the rate of \$107.00 for single occupancy; \$107.00 for double occupancy; \$117.00 per night triple occupancy and \$127.00 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 these events. 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 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.

Initials: 
Date: 

- 3.3. Additional summit/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 200 people on Tuesday, September 4, 2018: morning coffee service, buffet lunch and afternoon break. The contractor shall provide the following meals for up to 450 people on Wednesday, September 5, 2018: Morning coffee service, buffet lunch and afternoon break. The contractor shall provide the following meals for up to 450 people on Thursday, September 6, 2018: morning coffee service and morning 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: 
Date: 2.21.18

EXHIBIT B

CONTRACT PRICE

1. The Contract Price shall not **exceed forty thousand, one hundred and seventy-five dollars and zero cents (\$40,175.00)** for conference facilities and audio visual services specifically identified below:
 - 1.1. One (1) general session room (Pemigewasset) set in rounds to accommodate the total attendance of up to 200 attendees on Tuesday, September 4, 2018, including the provision of tables, chairs, linens, stage or risers (if determined to be necessary), a podium with microphone, wireless lavalier, screen, laptop/projector and sound system.
 - 1.2. The Armory, set in rounds, to accommodate the total attendance of up to 450 attendees on Wednesday, September 5 for plenary session and lunch, including the provision of tables, chairs, linens, stage or risers, a podium with microphone, wireless lavalier, screen, laptop/projector and sound system.
 - 1.3. Six (6) breakout rooms (Pemigewasset, Contoocook, Merrimack, Piscataquog, Frost and Hawthorne) of varying sizes to accommodate different populations in each session of the entire attendance on September 5-6, 2018. Each room will contain a projector, screen, laptop/computer, projector, cart or table to accommodate audio/visual equipment, necessary power cord strips and cables (\$3,800, which includes all rooms listed in 1.1 through 1.3).
 - 1.4. One (1) space to conduct conference setup and storage of conference materials on the afternoon of Tuesday, September 4, 2018 (included in the price of 1.3).
 - 1.5. One (1) resource area with two (2) to four (4) six foot (6') tables (with linens) (Included in price of 1.3).
 - 1.6. One (1) registration area with three (3) to four (4) six foot (6') tables (with linens) (included in price of 1.3).
 - 1.7. Audio visual equipment to include: projectors and laptops in each room listed in 1.1 through 1.3, wireless lavalieres, handheld microphones and sound systems as requested by the Department of Justice, podium and microphone for the Pemigewasset room on September 4, 2018 and the Armory on September 5, 2018 and Personnel to setup the equipment and make technical assistance available in each of the rooms provided (not to exceed \$8,000).
- Banquet functions to include:
- 1.8. One (1) coffee service (coffee, tea and water) at \$3.60 per person (inclusive) for up to 200 people on September 4, 2018 (not to exceed \$720).
 - 1.9. One (1) deli buffet luncheon (to include garden salad, pasta salad, meat and hummus sandwich options, vegetarian and dietary restriction options, beverage and dessert) at

Initials: 
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JPA III Management Company, Inc. – September 4-6, 2018

\$22.80 per person (inclusive) for up to 200 people on September 4, 2018 (not to exceed \$4,560).

- 1.10. One (1) PM break (cookies/brownies, soda, lemonade and iced tea) at \$6.90 per person (inclusive) for up to 200 people on September 4, 2018 (not to exceed \$1,380).
- 1.11. One (1) coffee service (coffee, tea and water) at \$3.60 per person (inclusive) for up to 450 people on September 5, 2018 (not to exceed \$1,620).
- 1.12. One (1) Italian buffet luncheon (to include breads, garden salad, cheese ravioli, chicken penne with broccoli, seasonal vegetable, dietary restriction options, beverage and dessert) at \$25.20 per person (inclusive) for up to 450 people on September 5, 2018 (not to exceed \$11,340).
- 1.13. One (1) PM break (cookies/brownies/ice cream, soda, lemonade and iced tea) at \$7.20 per person (inclusive) for up to 450 people on September 5, 2018 (not to exceed \$3,240).
- 1.14. One (1) coffee service (coffee, tea and water) at \$3.60 per person (inclusive) for up to 450 people on September 6, 2018 (not to exceed \$1,620).
- 1.15. One (1) AM break (pastries, fruit, yogurt dip) at \$3.90 per person (inclusive) for up to 450 people on September 6, 2018 (not to exceed \$1,755).
- 1.16. Up to twenty (20) rooms from September 4-6, 2018 at \$107.00 per room per night each (total cost not to exceed \$2,140)
2. The contractor shall provide one (1) itemized invoice for the services described on September 4-6, 2018 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 **\$40,175.00** as stated in line item 1.

Initials: 
Date: 2.21.18

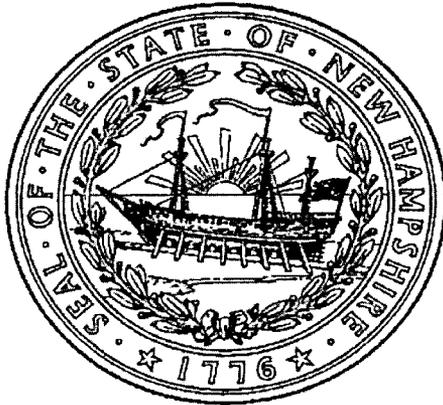
State of New Hampshire

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



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of March A.D. 2018.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



3/5/2018 1:53:36 PM

Shawn Monahan
700 Elm St
Manchester, NH, 03101, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,
Corporation Division

Business ID: **30575**
Filing No: **4027538**

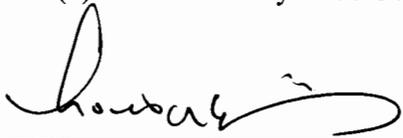
CERTIFICATE OF VOTE

I, Louis N. Vinios, President of JPA III Management Company, Inc., d/b/a The Manchester Downtown Hotel Manchester, NH do hereby certify that:

- (1) I am the President of JPA III Management Company, Inc. a Massachusetts corporation;
- (2) I maintain and have custody of and am familiar with the minutes of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following is true, accurate and a complete copy of the resolution adopted by the Board of Director of the corporation at a meeting for the said Board of Directors held on February 21, 2017, which was duly held in accordance with Massachusetts law and the by-laws of the corporation

VOTED: That JPA III Management Company, Inc. d/b/a The Manchester Downtown Hotel Manchester, NH be, and hereby is, authorized to enter into an agreement with the NH Department of Justice in the amount \$40,175.00 to provide refreshments, and lunch for the Department of Justice; and that Kim Roy is authorized to enter into and execute and deliver the referred to above

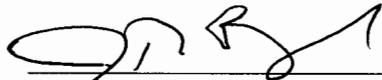
(5) I further certify that the above vote is in full force and effect this date



Louis N. Vinios, President
JPA III Management Company, Inc.
d/b/a The Manchester Downtown Hotel

2/21/2018
Date

Personally appeared before me the undersigned Notary Public, Louis N. Vinios, the President of JPA III Management Company, Inc. shown to me to be said person by his driver's license, who made oath that the foregoing was true and his free act and deed on behalf of said corporation.



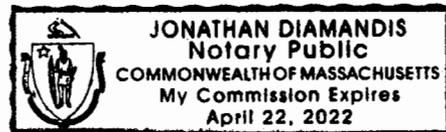
2/21/18

Notary Public Date

Jonathan Diamandis

My commission expires: 4/22/2022

Seal:





ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED JPA III Management Company, Inc. c/o Pyramid Management Holdings, LLC One Post Office Square, Suite 1950 Boston MA 02109	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Broad Form Named Insured - Including Management Control or Financial Control or Placement of Insurance, where required, per form LC 9932 (0213). - In favor of Hotel Ownership

Innkeepers Liability Endorsement LD 0436 (11/11) - Property Damage Legal Liability \$25,000 Each guest, Property Damage Legal Liability \$50,000 Each Occurrence, Property Damage Aggregate \$100,000 – Deductible - None

The Umbrella follow form of the General Liability policy and includes Terrorism.

RE: Downtown Manchester Hotel, 700 Elm Street, Manchester NH 03101.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2018

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: Rehana Kapta	FAX (A/C, No.): 713-622-6722
	PHONE (A/C, No., Ext): 713-623-2330	E-MAIL ADDRESS: CertRequests@AJG.com
INSURED PYRAADV-01 JPA III Management Co Inc. dba Manchester Downtown Hotel c/o Pyramid Management Holdings, LLC One Post Office Square, Suite 1950 Boston MA 02109		INSURER(S) AFFORDING COVERAGE
INSURER A: ACE Property & Casualty Insurance Co		NAIC # 20699
INSURER B: Old Republic Insurance Company		NAIC # 24147
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 49655424 **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	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		G46740804	11/1/2017	11/1/2018	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) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	MWC31264700	3/1/2018	3/1/2019	<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

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.

RE: Downtown Manchester Hotel, 700 Elm Street, Manchester NH 03101.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Justice 33 Capitol Street Concord NH 03301	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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