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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
STATE COUNCIL on the ARTS

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301  
Telephone (603) 271-2789 FAX (603) 271-3584

March 4, 2022

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of the Arts, to enter into a contract with DM Consulting, LLC (VC #393772), Providence, RI in the amount of \$54,500 to facilitate the required federal grant strategic planning process effective upon Governor and Council approval through December 31, 2022. 100% Federal Funds.

Funding is available in account, Federal Arts Partnership Grant, as follows:

	<u>FY 2022</u>
03-035-035-353510-41110000-102-500731 – Contracts for Program Services	\$54,500

**EXPLANATION**

In order to continue to qualify for competitive federal grant funding from the National Endowment for the Arts, the New Hampshire State Council on the Arts must submit an application that includes an updated strategic plan. The strategic plan needs to address a mission statement, vision, values, goals and objectives that respond to the Council's enabling legislation (RSA 19), to the current issues facing New Hampshire, and the needs of New Hampshire citizens.

The New Hampshire State Council on the Arts develops a strategic plan that outlines an approach to meet the needs of the community and target our resources effectively. Each plan factors in the voices of the people we serve; the economic, social, and cultural circumstances of the times; and aligns with the resources we have available. In order to complete a comprehensive and public planning process, the Council contracts with a strategic planning facilitator to engage to collaborate on surveys, focus groups and data analysis. Because our current plan is due to expire, we issued a Request for Proposals (RFP) on September 15, 2021 and received five responses from across the country ranging in price from \$48,000 to \$60,000.

We chose to offer the contract to DM Consulting based on their ability to meet the criteria outlined in the RFP. Specifically, their qualifications, experience, capacity, budget appropriateness and feasibility and working knowledge of best practices for state arts agencies. The contract cost is **not** the lowest bid and the evaluation sheet is included.

The Attorney General's office has approved the contract as to form, substance, and execution.

Respectfully submitted,

Sarah L. Stewart  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
STATE COUNCIL on the ARTS

**Scoring Summary**

<b>Name</b>	<b>State</b>	<b>Cost</b>	<b>Qualifications Ranking 1-5</b>	<b>Capacity Ranking 1-5</b>	<b>Budget Ranking 1-5</b>	<b>Best Practices Ranking 1-5</b>	<b>Total</b>
Peterson	IN	\$48000	4	2	4	4	14
Karno	NH	\$51800	2	3	5	2	12
DM Consulting	MA	\$54500	4	4	4	3	15
Strategy Matters	MA	\$58400	1	2	3	2	8
Strategic Planning Services	PA	\$59855	3	3	3	3	12

<b>Evaluation Committee Members</b>	<b>Title</b>	<b>Relevant Experience</b>
Virginia Lupi	Director	Virginia has eight plus years leading a multi-county arts services organization in the Finger Lakes Region of New York State. She has a long professional history in nonprofit organization management, grant writing and fundraising, statewide trade association leadership, and public policy analysis.
Cassandra Mason	Chief Grants Officer	Cassie oversees all grant-making and contracting activities and directly administers the Public Value Partnership Grants, professional development for organizations and the Percent for Art program.
Kayla Schweitzer	Heritage & Traditional Arts Coordinator	Kayla oversees the Heritage and Traditional arts grants, programs, research and fieldwork, and the NH Heritage and Traditional Arts website and the Cultural Conservation (Moose Plate) grant program for the Arts Council.
Lisa Burk-McCoy	Creative Communities Program Coordinator	Lisa has worked in the for-profit and nonprofit sectors in print marketing production, communications, fundraising and business development. As a nonprofit consultant, she helped organizations strengthen their operational foundations and expand resource capacity. She oversees the Arts in Health and Creative Communities grants and programs.
Allison Hawkins	Arts Education Program Coordinator	Allison has worked for over twenty years in arts and non-profit administration, specifically in the areas of visual arts and grant making. She last served as the Administrative Director at the New Hampshire Women's Foundation in Concord, NH and prior to this as the Grants Program Director at the Joan Mitchell Foundation.
Carey Johnson	DNCR Curatorial Specialist	She served as a Program Assistant for the New Hampshire State Council on the Arts from March 2004 to 2005 and as Arts Research Specialist from 2005 to 2009.
Emily Killinger	Visual Arts Associate	Emily brings her 10 years graphic design experience from the newspaper industry.
Peter Warburton	Arts Councilor	Peter has served for over 40 years as an educator and administrator in the state of New Hampshire. For six years he served as Chair of the Commission, as well as a member of the Board of Trustees for the New England Association of Schools and Colleges.

FORM NUMBER P-37 (version 12/11/2019)

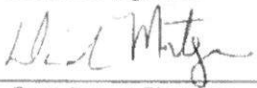
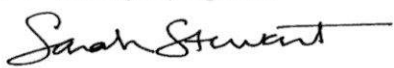

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH State Council on the Arts		1.2 State Agency Address 19 Pillsbury St Concord, NH 03301	
1.3 Contractor Name DM Consulting		1.4 Contractor Address 35 Wood St #1 Providence, RI 02909	
1.5 Contractor Phone Number (917) 693-5589	1.6 Account Number 353510-41110000-102	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$54,500.00
1.9 Contracting Officer for State Agency Virginia Lupi		1.10 State Agency Telephone Number 603.271.2789	
1.11 Contractor Signature  Date: 2/4/2022		1.12 Name and Title of Contractor Signatory Deidra Montgomery	
1.13 State Agency Signature  Date: 3/17/22		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## **9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## **10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## **EXHIBIT A – DM Consulting Special Provisions**

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### **INTELLECTUAL PROPERTY:**

All of the deliverables specified in this proposal (such as the final strategic plan) are prepared for and submitted to the New Hampshire State Council on the Arts by DM Consulting and belong exclusively to the New Hampshire State Council on the Arts and are "works made for hire". The New Hampshire State Council on the Arts grants DM Consulting the right to use these works (removing all references to the New Hampshire State Council on the Arts) as exemplars in teaching and as work samples for future clients.

To the extent that any pre-existing materials are contained in the deliverables (such as worksheets, procedures manuals, and other instructional materials), DM Consulting grants to the New Hampshire State Council on the Arts an irrevocable, non-exclusive, world-wide, royalty-free license to use, reproduce, display, and distribute (internally, but not on a website or in a public space, such as a social media site) copies of these works to its members. The New Hampshire State Council on the Arts acknowledges that DM Consulting owns intellectual property which predates the commencement of services under this Agreement, or is created during the term of this Agreement, but not on behalf of the New Hampshire State Council on the Arts under the terms of this Agreement and not included in the Deliverables (collectively, "DM Consulting Property"). Ownership of DM Consulting Property is not transferred to the New Hampshire State Council on the Arts under this Agreement. DM Consulting Property will display a © symbol designating copyright ownership by DM Consulting.

### **INSURANCE:**

The insurance limits that are contained in section 14.1.1 pertaining to general liability are modified so that the Comprehensive General Liability is \$2,000,000 per incident and \$2,000,000 in aggregate.

**EXHIBIT B – DM Consulting  
Services**

**SERVICES:**

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Consistent with the Request for Proposals dated September 15, 2021 and reflected in the respondent's proposal received on November 23, 2021, DM Consulting will facilitate and coordinate the strategic planning process for the NH State Council on the Arts as required by the National Endowment for the Arts for the SFY2023-2028

The end product of this project is a strategic plan (approximately 20-24 pages) and an executive summary (approximately 4 pages) for the New Hampshire State Council on the Arts that is reflective of public input, the needs of the state of NH citizens, and the financial and human resources available to the agency. To achieve this, contractor will work in collaboration with State Arts Council staff and be responsible for the following:

- Design a research methodology that allows for input from agency staff, appointed Councilors, Department of Natural and Cultural Resources administration and Commissioner, artists, arts organizations, targeted constituent groups, and the general public.
- Develop a work plan and timetable for soliciting public input through meetings, interviews, surveys, etc; compiling notes from public input; producing drafts of a plan and a finalized plan; soliciting public input on the plan; and carrying out any revisions resulting from the public input.
- Design research strategies, questions and for up to 15 public/constituent/focus group meetings; convene meetings; facilitate sessions; and compile information gleaned for input into the plan.
- Design research strategies, questions and for up to 12 interviews with individuals including constituents and others concerned with public policy in the arts and compile information gleaned for input into the plan.
- Design up to two online surveys through available web interfaces designed to seek input on cultural priorities from NHSCA constituent organizations and artists and make available for input in plan.
- Compile, analyze, and synthesize the data collected from all sources and prepare up to three preliminary drafts of a plan incorporating revisions to the plan provided by State Arts Council; finalize a completed plan.
- Develop performance indicators and benchmarks to monitor progress toward achieving the mission, goals and objectives of the newly developed plan.

Contractor Initials DM

Date 2/4/2022



Contract cost is all inclusive.

Contractor Initials DM

Date 2/4/2022

## **EXHIBIT C – DM Consulting**

### **Payment**

#### **PAYMENT:**

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The contractor shall be compensated by the State of New Hampshire (State) in the total amount of the contract, which shall constitute full compensation for all services, materials, and travel to be furnished under the terms of this agreement. Such compensation shall be made in three installments, and processed upon receipt of invoices submitted by contractor:

#### **Payment Schedule:**

- First payment: \$19,075.00 shall be paid upon the effective date of this contract.
- Second payment: \$19,075.00 shall be paid upon the delivery of the Focus Group and Public Forums report.
- Third and final payment: \$16,350.00 shall be paid after delivery of the completed strategic plan and executive summary.

The payment by the State of the full contract price shall be the sole compensation to the contractor for services and reimbursement to the contractor for all expenses, of whatever nature, in the performance of this contract and shall be considered complete. The State shall have no liability to the contractor other than the contract price.

Contractor Initials DM

Date 2/4/2022

**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 DM CONSULTING LLC is a Rhode Island Limited Liability Company registered to transact business in New Hampshire on January 24, 2022. 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: 891379

Certificate Number : 0005645017



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of January A.D. 2022.

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

William M. Gardner  
Secretary of State

**Limited Partnership or LLC Certificate of Authority**

(Sole partner, member, or manager)

I, Deidra Montgomery, hereby certify that I am the sole Partner, Member or  
(Name)  
manager of DM Consulting LLC a limited liability partnership under RSA 304-B, a limited  
(Name of Partnership or LLC)

liability professional partnership under RSA 304-D, or a limited liability company under  
RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that  
it is understood that the State of New Hampshire will rely on this certificate as evidence that  
I currently occupy the position indicated and that I have full authority to bind the partnership  
or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of  
the signature below.

**DATE:** March 8, 2022

**ATTEST:**

  
(Name)

Sole Member  
(Title)





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2022

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).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (888) 202-3007 <b>E-MAIL</b> ADDRESS: contact@hiscox.com <b>FAX</b> (A/C, No): <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10200
<b>INSURED</b> DM Consulting LLC 35 Wood Street 1 Providence, RI 02909		

**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 SUER INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P100.327.771.1	01/24/2022	01/24/2023	EACH OCCURRENCE \$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 2,000,000				
	GENERAL AGGREGATE \$ 2,000,000					
	PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per person) \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

Department of Natural and Cultural Resources 172 Pembroke Road 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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**Ferris, Taya M**

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**From:** Mason, Cassandra  
**Sent:** Wednesday, March 2, 2022 11:34 AM  
**To:** Lavoie, Leanne; Ferris, Taya M  
**Subject:** FW: Contract with the State of NH

Here you go.

**From:** Deidra Montgomery <deidra@deidramontgomery.com>  
**Sent:** Wednesday, March 2, 2022 11:32 AM  
**To:** Mason, Cassandra <cassandra.a.mason@dncr.nh.gov>  
**Subject:** Contract with the State of NH

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

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Good morning Cassie,

I am writing to confirm that I, and DM Consulting LLC, do not have any employees.

Warmly,  
Deidra Montgomery

--  
**Deidra Montgomery** (she/they)  
*Consulting in Organizational Learning,  
Values Alignment, and the Arts*  
[deidramontgomery.com](mailto:deidramontgomery.com)