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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

January 31, 2017

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to conduct a two-day advanced conference entitled "2017 Partnering for a Future Without Violence" to be held October 25-26, 2017 at LBO Holdings DBA Attitash Grand Summit Hotel in Bartlett NH at a cost not to exceed \$48,545.20 upon Governor and Executive Council approval through December 31, 2017. 36% Agency Income, 64% Federal Funds.
2. Upon approval of paragraph one, authorize the Department of Justice to accept and expend registration fees for the conference requested in the amount of \$17,500 to consist of \$50.00 from each of an estimated 350 attendees to help defray the cost of the conference upon Governor and Executive Council approval through December 31, 2017.

Funds received are to be budgeted in account 02-20-20-200010-50860000, Department of Justice Domestic Violence Conference; SFY2017 Job#20DVCONFFY17.

<u>Class/Expense</u>	<u>Class Title</u>	<u>Current SFY17 Budget</u>	<u>Increase Amount</u>	<u>Revised SFY17 Budget</u>
067-500559	Training Facility Rentals	\$0	\$17,500	<u>\$17,500</u>
 <u>Funding Source</u>				
009-403259	Agency Income	\$0	\$17,500	<u>\$17,500</u>

3. Upon approval of paragraph one and paragraph two authorize the Department of Justice to enter into an agreement with LBO Holdings DBA Attitash Grand Summit in Bartlett NH (Vendor #153286) in an amount not to exceed \$28,545.20 for the purpose of providing necessary conference facilities and services for the two-day advanced training conference, effective upon the date of Governor and Executive Council approval through November 26, 2017. 100% Federal Funds

Funds are available in the following accounts:

02-20-20-201510-44600000-072-509073 Children's Justice Act Grant:	\$11,200.00
02-20-20-201510-50170000-072-509073 Violence Against Women Act Grant:	\$ 7,500.00
02-20-20-200010-51090000-072-509073 Victim of Crime Act Training Grant:	<u>\$ 9,845.20</u>
Total:	<u>\$28,545.20</u>

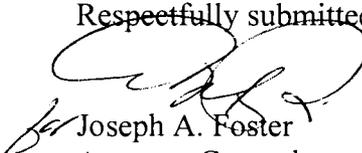
EXPLANATION

1. The Department of Justice is committed to providing high-quality, low cost training to New Hampshire professionals and, therefore, is requesting approval to conduct an advanced two-day training conference for professionals involved with the issues of child abuse and neglect, domestic and sexual violence, stalking, strangulation, human trafficking and elder abuse. The Department anticipates up to 400 attendees at this year's event to include judges, law enforcement, attorneys, victim advocates, child protection workers, adult protective workers, treatment providers, medical professionals and educators. The conference costs in the attached budget include rental expenses for the facility, audio-visual equipment, food, printing of materials, speakers' fees and speaker-related travel expenses.
2. Of the projected number of training conference attendees, 350 attendees will pay a \$50.00 registration fee for the conference. The Department will waive the registration fee for up to an additional 50 attendees including speakers and other professionals participating in the conference.
3. Due to the anticipated size of attendance, there were limited facilities having sufficient capacity to host this event. The Department first went out to bid for approximately 500 attendees and no bids were received. The Department adjusted the attendee count to 400 and received 2 bids. Attitash was the lowest bidder with the ability to accommodate the size of the conference. The bid was posted on the state-wide purchasing website, advertised in two newspapers, and emailed to seven different facilities around the state.

In the event that federal funds and other 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,



Joseph A. Foster
Attorney General

#1614726

“2017 Partnering for a Future Without Violence”

AGENDA - DRAFT

WEDNESDAY OCTOBER 25, 2017

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

THURSDAY OCTOBER 26, 2017

- 8:30 am - 9:00 am Registration
- 9:00 am - 10:30 am Session 4: Seminar 19 - 24
- 10:30 am - 10:45 am Break
- 10:45 am - 12:15 pm Session 5: Seminars 25 - 30
- 12:15 pm - 1:16 pm Lunch and Awards Ceremony
- 1:15 pm – 2:45 pm Session 6: Seminars 31 - 36

2017 Partnering For a Future Without Violence Conference

Anticipated Budget

ITEM	BUDGETED
PRINTING	\$1,000
PROGRAM GUIDE	
SUPPLIES	\$1,500
BINDERS, PORTFOLIOS, NAME TAGS, LABELS	
PRESENTER EXPENSES	\$17,500
HONORARIUM AND TRAVEL EXPENSES/ FOR AN ESTIMATED 13 PRESENTERS	
FACILITY CONTRACT WITH LBO HOLDING, INC. DBA ATTITASH GRAND SUMMIT HOTEL	\$28,545.20
TOTAL	\$48,545.20

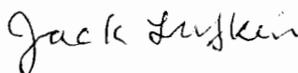
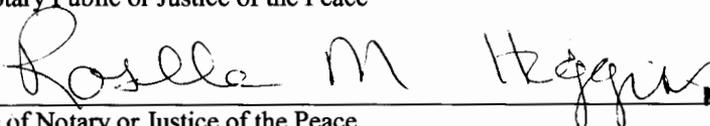
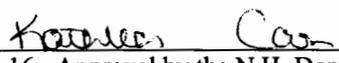
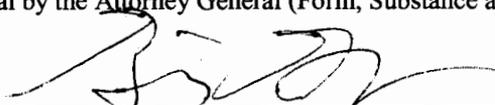
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 LBO Holding, Inc. DBA Attitash Grand Summit Hotel & Conference Center		1.4 Contractor Address PO Box 429 Bartlett, NH 03812	
1.5 Contractor Phone Number 6033742142	1.6 Account Number 08-20-20-20010 - 50860000	1.7 Completion Date November 26, 2017	1.8 Price Limitation \$28,545.20
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 JACK LUFKIN Senior Sales Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>12/9/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">[Seal]</div>  <div style="margin-left: 10px;"> ROSELLE M. HIGGINS, Notary Public My Commission Expires October 16, 2018 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Roselle M Higgins, Notary + JP			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen Carr, Director of Admin	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>12/23/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/21/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICE

1. Conference facility rental services to be provided by LBO Holding, Inc. DBA Attitash Grand Summit Hotel & Conference Center 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 October 24, 2017 at 4:00 pm to October 26, 2017 at 5:00 pm.
 - 2.1. The Contractor shall provide space in the lobby for conference preparation and set up the night before the event, the evening of October 24, 2017.
 - 2.2. The Contractor shall provide a room to accommodate a maximum of 400 people for a plenary address. This room shall include: stage or risers, podium with microphone, wireless lavalier, screen, laptop/projector and sound system. This room shall also be used for lunches.
 - 2.3. The Contractor shall provide a space for registration area and will include three (3) to four (4) six foot (6’) tables with four (4) to six (6) chairs.
 - 2.4. The Contractor shall provide a resource area that shall include four (4) to six (6) six foot (6’) tables.
 - 2.5. The Contractor will provide six (6) breakout rooms to be used concurrently in three (3) 90 minute sessions on October 25, 2017 and three (3) 90 minute sessions on October 26, 2017. The rooms need to be of varying sizes to accommodate different populations in each session of the entire attendance. Each room will contain a projector, screen, laptop/computer, sound-system, cart or table to accommodate audio/visual equipment and necessary power cord strips.
 - 2.6. The Contractor shall provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and conference facilitation.
 - 2.7. The Contractor will provide ample parking for conference attendees. Accommodations for persons with mobility issues will be made available. Shuttle service will be available for attendees parked in the base lodge parking lot.

Initials: JH
Date: 12/8/16

- 2.8. The Contractor will provide necessary audio visual equipment as requested (in addition to what is previously included in 2.1 and 2.4) to include, but not be limited to: flipcharts, microphones and sound-systems 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 make available overnight accommodations for participants attending the conference at the rate of \$99.00 + 8% service fee per night for single occupancy; \$99.00 + 8% service fee per night for double occupancy; \$159.00 per night + 8% service fee for triple occupancy and \$249.00 + 8% service fee per night for quadruple occupancy.
 - 3.1. The Contractor shall reserve sixty (60) rooms for the DOJ. The DOJ shall provide the Contractor with an initial “master rooming list” forty-five 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.
 - 3.2. The DOJ will be responsible for paying for those individuals listed on the “master rooming list” as part of the final bill for the event.
 - 3.3. Additional conference attendees shall be responsible for making their own reservations and paying the Contractor directly, including any applicable taxes. If additional rooms are needed above what is available at the Grand Summit, the Contractor will facilitate making reservations for attendees at nearby facilities.
4. The contractor shall provide the following meals for up to 400 people: morning coffee service, buffet lunch and afternoon break on Wednesday, October 25, 2017 and morning coffee service and buffet lunch on Thursday, October 26, 2017.
 - 4.1. The DOJ will provide a final head count for all meals within five (5) business days prior to the event.
5. 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: JF
Date: 12/8/16

EXHIBIT B

CONTRACT PRICE

1. The Contract Price shall be twenty-eight thousand, five hundred and sixty-five dollars and twenty cents (\$28,545.20) for conference facilities and audio visual services specifically identified below:

- 1.1. One (1) general session room set to accommodate total attendance (400) for plenary session and lunches, the provision of tables, chairs, linens, stage or risers, a podium with microphone, wireless lavalier, screen, laptop/projector and sound system. (\$750).
- 1.2. Six (6) breakout rooms of varying sizes to accommodate different populations in each session of the entire attendance (Moose room is included in the cost of item 1.1). Each room will contain a projector, screen, laptop/computer, cart or table to accommodate audio/visual equipment, necessary power cord strips and cables (5 rooms x \$450 each = \$2,250).
- 1.3. One (1) resource area with four (4) to six (6) six foot (6') tables (with linens) (Included in price of 1.1).
- 1.4. One (1) registration area with three (3) to four (4) six foot (6') tables (with linens) (included in price of 1.1).
- 1.5. Audio visual equipment (in addition to what is previously included above to include: flipcharts, microphones and sound-systems) as requested by the Department of Justice (total cost not to exceed \$1,930).
- 1.6. Personnel to setup the equipment and make technical assistance available in each of the rooms provided (total cost not to exceed \$2200.).

Banquet functions to include:

- 1.7. One (1) coffee service at \$2.50 per person (inclusive) for up to 400 people on October 25, 2017 (\$1,000)
- 1.8. One (1) buffet luncheon at \$13.00 per person (inclusive) for up to 400 people on October 25, 2017 (\$5,200)
- 1.9. One (1) PM break at \$6.50 per person (inclusive) for up to 400 people on October 25, 2017 (\$2,600)
- 1.10. One (1) coffee service at \$2.50 per person (inclusive) for up to 400 people on October 26, 2017 (\$1,000)
- 1.11. One (1) buffet luncheon at \$13.00 per person (inclusive) for up to 400 people on October 26, 2017 (\$5,200)

Initials: JS
Date: 12/8/16

Attitash – October 25-26, 2017

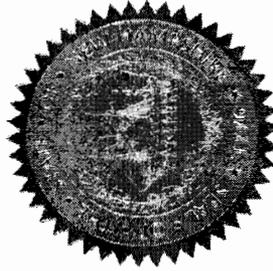
- 1.12. Sixty rooms from October 24 – 26, 2017 at \$99.00 +8% service fee per room per night each (total cost not to exceed \$6,415.20)
2. The contractor shall provide one (1) itemized invoice for the services described on October 25-26, 2017 to include:
 - 2.1. The identity of each item separately described 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 \$28,545.20 as stated in line item 1.

Initials: JK
Date: 12/01/16

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 L.B.O. HOLDING, INC. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on April 18, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



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

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

William M. Gardner
Secretary of State

Certificate of Authority # 1

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

Corporate Resolution

I, STEPHEN MUELLER, hereby certify that I am duly elected Clerk/Secretary of
(Name)

LBO Holding, Inc. dba Grand Summit Hotel 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)

9, 20 16 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

JACK LUFKIN, CONFERENCE SALES MANAGER
RUSSELL SEGUIN, GENERAL MANAGER

VOTED: That JOHN LOWELL, PRESIDENT (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of LBO Holding, Inc 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: 12/12/16

ATTEST: 
(Name and Title)

Stephen Mueller
Vice President/Secretary

Bid Invitation Name: Conference Facility(ies) With Meals and Options for Lodging
Bid Number: DOJ 2017-01A Date of Bid Opening: September 28, 2016 10:00 A.M.

Date/Time (Section 1)

Southern New Hampshire University		Attitash Grand Summit Hotel	
Able to accommodate dates	6/6 - 8/17	Able to accommodate dates	5/2 - 4/17, 5/9 - 11/17, 10/24 - 26/17

Vendor's Facility(ies) Pricing Quote (Section 2)

	Southern New Hampshire University	Attitash Grand Summit Hotel	Total for 2 days	Total for 3 days	Notes	Total for 2 days	Total for 3 days
2a	Room to accommodate a maximum of 400 people for plenary address: \$ 1,575.00 per day		\$ 3,150.00	\$ 4,725.00		\$ 750.00	\$ 1,000.00
2b	Room to accommodate a maximum of 500 people for lunches: \$ - same as 2a		\$ -	\$ -			
2c	Registration area: \$ - included in 2a		\$ -	\$ -			
2d	Resource area: \$ - included in 2a		\$ -	\$ -			
2e	Breakout room #1: \$ 615.00 per day		\$ 1,230.00	\$ 1,845.00			
2e.1	Breakout room #1 capacity: \$ 665.00		\$ -	\$ -			
2f	Breakout room #2: \$ 665.00		\$ 1,330.00	\$ 1,995.00		\$ 450.00	\$ 600.00
2f.1	Breakout room #2 capacity: \$ 475.00		\$ -	\$ -			
2g	Breakout room #3: \$ 475.00		\$ 950.00	\$ 1,425.00		\$ 450.00	\$ 600.00
2g.1	Breakout room #3 capacity: \$ 610.00		\$ -	\$ -			
2h	Breakout room #4: \$ 610.00		\$ 1,220.00	\$ 1,830.00		\$ 450.00	\$ 600.00
2h.1	Breakout room #4 capacity: \$ 665.00		\$ -	\$ -			
2i	Breakout room #5: \$ 665.00		\$ 1,330.00	\$ 1,995.00		\$ 450.00	\$ 600.00
2i.1	Breakout room #5 capacity: \$ 665.00		\$ -	\$ -			
2j	Breakout room #6: \$ 665.00		\$ 1,330.00	\$ 1,995.00		\$ 450.00	\$ 600.00
2j.1	Breakout room #6 capacity: \$ 665.00		\$ -	\$ -			
	TOTAL FACILITY EXPENSE		\$ 10,540.00	\$ 15,810.00	TOTAL FACILITY EXPENSE	\$ 3,000.00	\$ 4,000.00

Parking Accommodations (Section 5)					
	Southern New Hampshire University	Notes	Attitash Grand Summit Hotel	Notes	
	Describe parking capacity, special accommodations and restrictions:				
5a		visitor parking access from main entrance		Hotel parking for 143 cars, plus Bear Peak lot for hundreds more. Shuttle available from parking area to hotel.	
5b	Parking cost:	\$	\$		
	TOTAL PARKING	\$	TOTAL PARKING	\$	
GRAND TOTAL SNHU		\$ 28,790.00	\$ 43,085.00	\$ 22,750.00	\$ 33,625.00
		2 days	3 days	2 days	3 days
Line Item Costs (Section 6)					
6a	single accommodations	\$ 60.00		\$ 99.00	+8% service fee
6b	number of singles	33		17	
6c	double accommodations	\$ 56.50	pp, per night	\$ 99.00	+8% service fee
6d	number of doubles	16		87	
6e	triple accommodations	n/a		\$ 159.00	+8% service fee
6f	number of triples			17	
6g	quadruple accommodations	\$ 45.00	pp, per night	\$ 249.00	+8% service fee
6h	number of quadruples	36		2	

*Also have Attitash Mt. Village 1 mile away for more rooms if needed