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New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

January 5, 2023

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

REQUESTED ACTION

Authorize the Department of the Business and Economic Affairs (BEA), Division of Economic Development, to enter into a **retroactive** agreement with McKinsey & Company, Inc. (VC# 331384), of Washington, District of Columbia in the amount of $1,000,000 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to fund a Business Support Portal Feasibility and Design project, effective upon Governor and Council approval for the period of January 1, 2023, through June 30, 2023. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. **100% Federal Funds**

Funds are available as follows:

03-22-22-220510-26680000
ARP Business Support Portal

	FY2023
102 – 500731 – Contracts for Program Services	$1,000,000

EXPLANATION

This item is submitted **retroactively** due to consideration of the timeline for the expenditure of ARPA SFRF funds and the need to allow for sufficient time for future implementation of recommendations resulting from this project. The economic impacts of COVID-19 have resulted in a significant increase in demand for digital platforms and options that ease the burden to access business and government services. Significantly reducing the burden for new and existing businesses to access state government services is also central to New Hampshire's Economic Recovery and Expansion Strategy (ERES) economic development and workforce development goals. A major reason for this strategy is the fact that states New Hampshire competes with for recruitment and retention of businesses have advanced initiatives such as this, putting New Hampshire at a competitive disadvantage.

To address these issues, BEA obtained an RFP and this agreement is the result of that RFP process. McKinsey & Company, Inc. is a qualified third party that will work collaboratively with BEA and essential state agencies associated with business and employee support to develop a strategic road map to create a more responsive and cohesive online system dedicated to addressing the needs and expectations of businesses, employees and small business owners in the state. Considering the timeline for expenditure of ARPA SFRF funds, BEA targets May 2023 to complete the work on the Business Support Feasibility

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visitnh.gov nheconomy.com choosenh.com

and Design project, to allow for sufficient time for future implementation of recommendations. The project will include:

- An assessment of all current available online state services and their delivery systems across multiple state agencies.
- A collection and analysis on user feedback of current systems.
- Conceptual development of a "front-door" services delivery portal, including identifying the possibility of integration of existing services, including but not limited to:
    - Workforce programming (e.g. training, employment services, unemployment registration, etc.)
    - Occupational licensing, registration, renewal
    - Business registration (e.g. creating new business, required reports, etc.)
    - Business support (e.g. financial assistance, business expansion, etc.)
    - State permitting
    - State filing services (e.g. tax filings, reports, etc.)
- An implementation plan for agencies and policymakers to use in developing this new tool.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this project.

Respectfully submitted,

Taylor Caswell
Commissioner

Department of Business and Economic AffairsDivision of Economic Development
Business Services Portal RFP 2022-13
Written Proposal Scoring Criteria

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

McKinsey & Company	Max. Points	Score
1. **EXPERIENCE AND QUALIFICATIONS OF KEY STAFF & SUBCONTRACTORS** Our evaluation will include an assessment of the history of your company, your company and its key staff members' experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	**30**	
2. **APPROACH TO SCOPE OF WORK** Our evaluation will include an assessment of the strategy, tactics and budget that will address the items of the Scope of Work in RFP Section 5.	**30**	
3. **CREATIVITY/INNOVATION** Our evaluation will include an assessment of the quality of proposed strategies and creativity as demonstrated by the required project.	**20**	
4. **BUDGET APPROACH / COST EFFECTIVENESS** Effective and efficient delivery of quality content and services is demonstrated in relation to the fee and value of overall project. The budget is reasonable and appropriate. Approach to fee structure is balanced and structured to maximize investment.	**20**	
TOTAL POINTS	**100**	

Vendors were scored on the criteria above and three research companies were invited for in-person interviews.

- McKinsey & Company – 1200 19th Street NW, Suite 1000, Washington, DC 20036
- Marcum LLP – 1 Canal Plaza, 4th Floor, Portland, ME 04101
- Skylytics – 402 Amherst St., Suite 303, Nashua, NH 03049

Schedule #2

Department of Business and Economic AffairsDivision of Economic Development
Business Services Portal RFP 2022-13
Proposal Review Committee

Tina Kasim, Interim Director
Division of Economic Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2591 tina.kasim@livefree.nh.gov

As acting director, Tina oversees key programs and leads the division's legislative efforts and business operations. Tina was the previous director of international commerce at the agency with 10 years experience at the agency working with various business needs. Recently, Tina lead the Economic Recovery and Expansion Strategy efforts to address critical economic development issues in the state, including workforce, entrepreneurship, housing, childcare and more.

Alexander J. Fries, Director - Intergovernmental Affairs
Office of the Commissioner
100 North Main Street, Suite 100, Concord, NH 03301
Alexander.j.fries@livefree.nh.gov

Alex Fries has extensive experience developing and implementing policy-driven initiatives. As Director, he spearheads BEA's strategy development and stakeholder engagement and oversees several department-wide priorities. Before joining the department, he served as Policy Advisor to the Governor and continues to serve in a senior leadership capacity with the Governor's Office for Emergency Relief and Recovery (GOFERR).

Mikael Pyrtel, Business Resource Specialist
Division of Economic Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-0252
Mikael.m.pyrtel@livefree.nh.gov

Mikael currently serves as the Business Resource Specialist for New Hampshire's Seacoast region within the Division of Economic Development. As a Business Resource Specialist, Mikael works as a liaison with regional economic development partners, businesses, and administrators and stakeholders to identify solutions to a wide range of issues impacting the growth of the state's economy, including business access to workforce, training, financing, and technical assistance. He joined the department after more than 15 years of combined multi-sector support experience in international business, commercial diplomacy and international economic development, national security and international affairs, and information technology-enterprise solutions (ITES).

Department of Business and Economic Affairs
Business Services Portal RFP 2022-13
Written Proposals Evaluation

SCHEDULE #3

Written Presentations	McKinsey & Co	Marcum	Skylytics
Tina Kasim	94	72	56
Alexander Fries	95	75	55
Mikael Pyrtel	96	70	54
Written Totals	**285**	**217**	**165**
Bid Amount "Agency Fee"	$1,000,000	$54,994	$325,000

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 Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Ste 100 Concord, NH 03301	
1.3 Contractor Name McKinsey & Company, Inc		1.4 Contractor Address 1200 19th ST NW STE 1000 Washington, District of Columbia 20036-2427, United States	
1.5 Contractor Phone Number 202-731-4792	1.6 Account Number 26680000-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation $1,000,000
1.9 Contracting Officer for State Agency Cynthia J. Harrington		1.10 State Agency Telephone Number 603-271-0496	
1.11 Contractor Signature Date: 01/03/2023		1.12 Name and Title of Contractor Signatory Tony D'Emidio | Partner	
1.13 State Agency Signature Date: 01/04/2023		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/ Stacie M. Maeser On: January 5, 2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials TD
Date 01/03/2023

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.

Contractor Initials TD
Date 01/03/2023

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 Initials TD
Date 01/03/2023

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.

Contractor Initials TD
Date 01/03/2023

EXHIBIT A
SPECIAL PROVISIONS

The provisions of the P-37 are amended as follows:

a. Section 6.3, modify to read as follows: "The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts **relevant to this Agreement** for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement."

b. Section 9.2, add: "In the event of early termination by the State, the Contractor shall be paid for services and deliverables satisfactorily performed or delivered in accordance with this agreement submitted up to the date of termination."

c. Section 10.3, add: "The Contractor shall not advocate, present findings, or speak on the State's behalf in any public forum without specific written authorization and agreement."

d. Section 13, add after second sentence: "The Contractor shall not be responsible for any portion of claims, liabilities, or costs arising hereunder due to negligent acts of the State, its officers, and employees."

EXHIBIT B
SCOPE OF SERVICES

McKinsey & Company (McKinsey) will conduct an analysis of how New Hampshire state government could provide specific integrated online services to employers and works called the Business Services Portal (BSP). McKinsey will collect data required to create a more responsive and cohesive online system dedicated to addressing the needs and expectations of businesses, employees and small business owners in the state. Comprehensive assessment, analysis and strategy development will enable the agency to pursue implementation of an online service delivery portal at a new, high performing standard. By creating a "front door" service delivery portal, New Hampshire ensures yet another tool to demonstrate its competitiveness in being business friendly and proactive, helping to grow and encourage business expansion and retention in the state.

Contract deliverables:

Analysis and Reporting:

- *Provide Assessment of All Current Available Online State Services and Their Delivery Systems*
  - List of in-scope services to assess (which will later be further prioritized) and required dimensions to analyze, validated with agencies/ leadership/ experts
  - Robust fact base on each service with qualitative and quantitative information about each service and technology infrastructure
  - Assessment of multiple state agency services includes but not limited to: Permitting, Registrations, Filing, Licensing, Support services (employment, workforce, technical support, etc.)
- *Collect and Provide Analysis on User Feedback of Current Systems*
  - Working team structure and cadence (including our team and representatives from New Hampshire)
  - Collection, analysis and synthesis of quantitative and qualitative user feedback
  - User Personas
  - Current state journey with pain-points
  - User feedback on proposed ideas for the portal
- *Identify Areas of Integrated Online Business Service Delivery to be Included in Portal*
  - Vision and aspiration for portal
  - Prioritized list of services for inclusion; Identify areas of an integrated online business service delivery to be included in the online portal including but not limited to:
  - o Workforce programming (e.g. training, employment services, unemployment registration etc.)
  - o Occupational licensing, registration, renewal
  - o Business registration (e.g. creating new business, required reports, etc)
  - o Business support (e.g. financial assistance, business expansion, etc)
  - o State permitting
  - o State filing services (e.g. tax filings, reports, etc)
  - High-level "from/to" vision for user experience by process and for the portal as a whole
- *Operate in Coordination with the Agency and Collaborative of Essential Agencies*

Strategy Development:

- *Identify Any Similar and Existing State Service Delivery Systems*
  - High-level 50 state scan of existing "one-stop" business portals
  - Highlights of exceptional design, function and experience from which to learn
  - Deep dives on prioritized services for New Hampshire
- *Strategic Plan for Implementation of New Online "Front Door" Portal*
  - Features and release plan
  - Plan for execution, including teams, roles, and timeline
  - Capabilities assessment and plans to fill gaps
  - Key Performance Indicator (KPI) tracking and reporting mechanisms
- *Develop Estimated Budget for Execution including Cost Savings and Identify Other Benefits*
  - Future state budget for the portal

- Potential benefits from the portal across stakeholder groups and across a holistic impact framework

The Services shall not be deemed medical, investment, legal, tax, accounting or other regulated advice, such as professional advice normally provided by licensed or certified practitioners.

EXHIBIT C
SCHEDULE AND PAYMENTS

Below are the detailed payment terms of this Agreement:

Contract Price
Total contract shall not exceed: $1,000,000

Payment Schedule

McKinsey & Company contract term begins upon approval by the Governor and Council and concludes no later than June 30, 2023.

McKinsey & Company will submit monthly progress reports and invoices to the State by the 15th of each month based on the total contract price listed above. Such invoices will be divided into equal monthly payments for the duration of the contract term. Invoices will show current amount being invoiced and cumulative invoiced amount to date. The State will pay McKinsey within 30 days after receipt of the monthly progress reports and invoices.

McKinsey & Company will submit a final invoice and any associated final reports as required by the State of New Hampshire, as the originator of funding for this contract, within 60 days of the final report delivered.

Invoice Due Date	Invoice Period	Invoice Amount
March 15, 2023	January – February 28, 2023	$250,000.00
April 15, 2023	March 1, 2023 – March 31, 2023	$250,000.00
May 15, 2023	April1, 2023 – April 30, 2023	$250,000.00
June 15, 2023	May 1, 2023 – May 31, 2023	$250,000.00
	Total Contract Price:	**$1,000,000.00**

Monthly invoices shall be submitted electronically to: Cynthia.j.harrington@livefree.nh.gov and cc: Rhonda.D.Hensley@livefree.nh.gov

STANDARD EXHIBIT D

Drug-Free Workplace

The Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

(A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

McKinsey and Company
1200 19TH ST NW STE 1000
Washington, District of Columbia
20036-2427, United States

Check ☐ if there are workplaces on file that are not identified here.

McKinsey & Company	Upon Governor & Executive Council Approval through June 30, 2023
Contractor Name	Period Covered by this Certification

Tony D'Emidio, Partner
Name and Title of Authorized Contractor Representative

	01/03/2023
Contractor Representative Signature	Date

STANDARD EXHIBIT E
Lobbying

The Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Contract Period: **Upon Governor & Executive Council Approval through June 30, 2023**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

	Partner
Contractor Representative Signature	Contractor Representative Title
Tony D'Emidio, McKinsey & Company	01/03/2023
Contractor Name	Date

STANDARD EXHIBIT F - Debarment

The Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Contract, the Grantee is providing the certification set out below.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may terminate this transaction for cause or default.

(4) The Grantee shall provide immediate written notice to State, to whom this Contract is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

(6) The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.

(7) The Grantee further agrees by submitting this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, State may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee (aka "Contractor") certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

	Partner
Contractor Representative Signature	Contractor Representative Title
Tony D'Emidio, McKinsey & Company	01/03/2023
Contractor Name	Date

STANDARD AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Partner
Contractor Representative Signature	Contractor's Representative Title
Tony D'Emidio, McKinsey & Company	01/03/2023
Contractor Name	Date

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Grantee (aka "Contractor") certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

	Partner
Contractor Representative Signature	Contractor Representative Title
Tony D'Emidio, McKinsey & Company	01/03/2023
Contractor Name	Date

STANDARD EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Mc Kinsey & Co (hereinafter called the "Grantee" and aka "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation
In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices
Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of

prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

	Partner
Contractor Representative Signature	Contractor Representative Title
Tony D'Emidio, McKinsey & Company	01/03/2023
Contractor Name	Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principal place of performance
9) Unique identifier of the entity (SAM #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees (aka "Contractors") must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	Partner
Contractor Representative Signature	Contractor Representative Title
Tony D'Emidio, McKinsey & Company	01/03/2023
Contractor Name	Date

STANDARD EXHIBIT J cont.
CERTIFICATION

As the Grantee (aka "Contractor") identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The SAM number for your entity is: N6JZARL64EW5

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name _____ Amount: _

Name _____ Amount: _

Name _____ Amount: _

Name _____ Amount: _

Name _____ Amount: ___

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MCKINSEY & COMPANY, INC. WASHINGTON D.C. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 06, 2013. 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: **688047**

Certificate Number : **0005902140**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **30th** day of **November** A.D. **2022.**

David M. Scanlan

Secretary of State

MCKINSEY & COMPANY, INC. WASHINGTON D.C.

OFFICER'S CERTIFICATE

I, Ty Haber, the duly elected and acting Treasurer of McKinsey & Company, Inc. Washington D.C., a corporation organized and existing under the laws of the State of Delaware, United States of America (the "Corporation"), do HEREBY CERTIFY that the following is a true and correct copy of certain resolution duly adopted by Unanimous Written Consent in Lieu of Annual Meeting of the Board of Directors of the Corporation, dated effective as of January 1, 2022, and that such resolution is in full force and effect and has not been amended, modified or rescinded as of the date hereof:

Officers' Power and Authority to Act

RESOLVED, that the officers of the Corporation shall have the power and authority to execute and deliver, by and on behalf of the Corporation, all agreements, contracts, corporate instruments, bank instruments, indemnity agreements, loan documents, mortgages, bonds, notes, leases, powers of attorney, releases, tax returns or other instruments, under corporate seal when required, executed in the course of the Corporation's regular business and deemed to be in the best interest and in furtherance of the Corporation's business, including but not limited to issuing consents and signing documents on behalf of the Corporation as a shareholder of its subsidiaries and affiliates, until such time as their power is revoked or the named individual no longer holds office.

I FURTHER CERTIFY, that Tony D'Emidio was elected President of the Corporation by Unanimous Written Consent in Lieu of Annual Meeting of the Board of Directors of the Corporation, dated effective as of January 1, 2022; and as of the date hereof holds the office specified with the Corporation, and as such Tony D'Emidio is duly authorized to sign, in the name and on behalf of the Corporation, any and all documents with regard to the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 3rd day of January, 2023.

Ty Haber _____
Ty Haber
Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/03/2022

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).

PRODUCER
MARSH USA INC.
501 MERRITT 7
NORWALK, CT 06856-6010
Attn: Norwalk.certrequest@marsh.com / Fax :203-229-6511

CN102965230-STND-GAWU-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : N/A	N/A
INSURER C : Sompo America Fire & Marine Insurance Company	38997
INSURER D : N/A	N/A
INSURER E : N/A	N/A
INSURER F :	

INSURED
MCKINSEY & COMPANY, INC.
ATTN: JESSICA DIMITRAKIS
711 THIRD AVENUE, 4TH FLOOR
NEW YORK, NY 10017

COVERAGES **CERTIFICATE NUMBER:** NYC-011509364-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3577-74-41	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			JCDS1087J0	07/01/2022	07/01/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

Department of Business and Economic Affairs-StateofNewHampshire
100 North Main Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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