The State of New Hampshire
Department of Environmental Services
Robert R. Scott, Commissioner

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July 10, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a contract with Pinnacle Communications Resource Company, LLC of Baltimore, Maryland (VC # 456510-B001) in the amount of $99,899 to provide services to design and implement a state-wide messaging campaign to educate, inform and raise civic engagement among NH drinking water users, effective upon Governor and Council approval through December 31, 2024. 100% Federal Funds.

Funding is available in the following account:

	FY2024
03-44-44-441018-5564-102-500731	$99,899.00
Dept. Environmental Services, DWSRF BIL Administration, Contracts- Federal	

EXPLANATION

The New Hampshire Department of Environmental Services (NHDES) requests approval to enter into a contract with Pinnacle Communications Resource Company, LLC (Pinnacle) to provide services to design and implement a state-wide messaging campaign to educate, inform, and raise civic engagement among drinking water users, water system governing bodies and policy makers. Pinnacle will design and implement a state-wide marketing campaign and use a collaborative approach to provide utilities and other partners with collateral materials for their use. Materials may include websites, consumer confidence reports, local newsletters, social media, and community-based marketing and papers.

NHDES Drinking Water Groundwater Bureau is responsible for protecting public health by ensuring safe and reliable drinking water, through collaboration, education, assistance, and oversight. Pinnacle will work with NHDES to build off similar efforts by other water industry groups with the goal of measurably raising awareness and support for the public water sector and collaborate with these groups to share resources and ideas and to enhance impact. Also, to provide training and support to increase communication capacity and engagement between water sector partners and users.

NHDES prepared and advertised a Request for Proposal (RFP) and posted to the Department of Administrative Services' website. NHDES received eight responses from this solicitation. See Attachment A for the list of firms and rankings. Through a review and scoring of written submittals followed by interviews with three respondents, NHDES selected Pinnacle for this project. See Attachment A for the companies that responded and the respective ranking of those qualifications. Pinnacle has indicated they have the staff, qualifications, and experience suitable to conduct the work as identified in the negotiated scope of services. Pinnacle was selected based on these qualifications and overall understanding of the proposed work from experience having worked on similar projects in the past.

In the event federal funds are no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Pinnacle Communications Resource Company, LLC		1.4 Contractor Address 6507 York Road Baltimore, MD 21212	
1.5 Contractor Phone Number (433) 841-1084	1.6 Account Unit and Class 03-44-44-441018-5564-102-500731	1.7 Completion Date 12/31/2024	1.8 Price Limitation $99,899.00
1.9 Contracting Officer for State Agency Jason M. Smith		1.10 State Agency Telephone Number (603) 271-2410	
1.11 Contractor Signature Date: 5-24-2023		1.12 Name and Title of Contractor Signatory Tracey Haldeman, President, Pinnacle Communicaitons Resource Co., llc	
1.13 State Agency Signature Date: 6/6/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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: On: 7/12/23			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 5-24-2023

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date 5-24-2023

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials

Date 5/24/2023

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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

Date 5-24-2023

Exhibit A
Special Provisions

None.

Contractor Initials _____
Date 5-24-2023

Exhibit B
Scope of Services

Pinnacle Communications Resource Company LLC shall perform work outlined in the proposal entitled "A Public Communication and Education Initiative Regarding the Value of Public Water Systems" dated February 1, 2023, and incorporated herein by reference. Pinnacle Communications Resource Company, LLC shall work with New Hampshire Department of Environmental Services to provide the following and an agreed upon schedule:

- Create a New Hampshire focused communications and marketing strategy and plan for the public water sector.
- Design and implement (after receiving NHDES approval) a state-wide messaging campaign to educate, inform and rase civic engagement among water users, water system governing bodies, and policy makers.
- Use a collaborate approach to provide utilities and other partners with collateral materials for their use (web, consumer confidence reports, local newsletters, social media, community-based social marketing and papers).
- Build off similar efforts by other water industry groups (AAWA, NHWWA, & NEWWA.) and collaborate with these groups with these groups to share resources and ideas to multiply impact.
- Provide training and support to increase communicating capacity and engagement with water sector partners.
- Measurably raise awareness and support for public water.
- Ensure all work complies with he NHDES Public Information Guidelines.

Contractor Initials _____
Date 5-24-2023

Exhibit C
Contract Price and Method of Payment

All services shall be performed to the satisfaction of NHDES before payment is made. Payments shall be made by NHDES within 45 days of invoice receipt and approval. Payment is contingent on available funding. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated monthly invoice. When submitting the monthly invoice, Pinnacle Communications resource Company, LLC. will report on the assessment and development of the communications plan. The monthly reports will provide the progress of all activities, status of project development in relation to the timeline, upcoming activities, and project dates.

1. Contract price shall not exceed $99,899.00.

2. All services shall be performed to the satisfaction of NHDES.

3. Should Pinnacle Communications Resource Company, LLC dissolve, all remaining funds shall be diverted back to NHDES.

The billing address shall be as follows:

Attn: Jason Smith
New Hampshire Department of Environmental Services
Drinking Water Groundwater Bureau
29 Hazen drive, PO Box 95
Concord, NH 03302-0095

Contractor Initials _____
Date 5-24-2023

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Tracey Haldeman, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Pinnacle Communications Resource Company, LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Pinnacle Communications Resource Company, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

(Contract Signatory - Signature)

5-24-2023
(Date)

STATE OF Maryland

COUNTY OF Baltimore

On this the 24th day of May 2023, before me Natalia R Cuellar, Notary public
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Tracey A. Haldeman, known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

NATALIA R. CUELLAR
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires 09-04-2023

(NOTARY SEAL)

(Notary Public / Justice of the Peace -Signature)

Commission Expires: 09/04/2023

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 PINNACLE COMMUNICATIONS RESOURCE COMPANY A LIMITED LIABILITY COMPANY is a Maryland Limited Liability Company registered to transact business in New Hampshire on May 25, 2023. 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: **931339**

Certificate Number : **0006243295**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **25th** day of **May** A.D. **2023.**

David M. Scanlan

Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2023

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

Wall Insurance Agency, Inc.
1850 York Road
Suite J
Timonium MD 21093

CONTACT NAME: Kelly Rogers
PHONE (A/C, No, Ext): 410-560-2222 FAX (A/C, No): 410-560-7499
E-MAIL ADDRESS: kelly@wallinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Affinity Co of America	26093
INSURER B: Nationwide Mutual Insurance Co	23787
INSURER C: Nationwide Insurance Co of America	25453
INSURER D: United States Liability Insurance Co	25895
INSURER E:	
INSURER F:	

INSURED

Pinnacle Communications Resource Company, LLC
6507 York Road
Baltimore MD 21212

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ACPBP015152983920	01/31/2023	01/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		ACPBP015152983920	01/31/2023	01/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			ACPCU015112983920	01/31/2023	01/31/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ACPWC015152983920	01/31/2023	01/31/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
D	PROFESSIONAL LIABILITY Deductible $2,500			SP15561461	04/30/2023	04/30/2024	Each Claim Annual Aggregate	$1,000,000 $3,000,000

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

State of New Hampshire, Department of Environmental Services are listed as additional insured under policy ACPBP015152983920

CERTIFICATE HOLDER

State of New Hampshire, Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord NH 03302-0095

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

Kelly Rogers

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APPENDIX A

Request for proposals (RFP)was posted on the State of New Hampshire Administrative Services February 1, 2023.

Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

- Completeness of the proposed outreach campaign 30%
- Experience in completing similar projects 30%
- Knowledge of Drinking Water Systems 30%
- Overall Budget (costs) commensurate with effort 10%

Rankings for Firms Responding to Request for Proposal

	Points	Axiom	HUB	Millennium	NHWWA	Pinnacle	Russel and Park	WeUs Them
Completeness of the proposed outreach campaign	30	23	21	23	25	25	18	16
Experience in completing similar projects	30	27	21	22	25	27	17	14
Knowledge of Drinking Water Systems	30	22	19	18	30	23	9	9
Overall Budget (cost) commensurate with effort	10	8	7	8	7	8	6	6
Total	**100**	**80**	**68**	**70**	**87**	**83**	**51**	**45**

Eight (8) NHDES staff members reviewed and scored the proposals. Interviews were conducted with three of the vendors responding to the Request for Proposal.

1. Pinnacle Communication Resource Company LLC. (Pinnacle)
2. New Hampshire Water Works Association (NHWAA)
3. Axion of Purpose (Axiom)

Interview Ranking

RFP Respondent Firm	Rank
Pinnacle Communications Resource Company LLC	1
NHWWA	2
Axiom	3

Overall Ranking

RFP Respondent Firm	Submittal Ranking	Interview Ranking	Overall Rank
Pinnacle	2	1	1
NHWWA	1	2	2
Axiom	3	3	3

Eight (8) NHDES staff members reviewed and scored the proposals. Interviews were conducted with three of the vendors responding to the Request for Proposal.

Review Team Members

Name	Title	Bureau
Brandon Kernen	Administrator	Drinking Water Groundwater Bureau
Johnna McKenna	Administrator	Drinking Water Groundwater Bureau
Stephanie Nistico	Environmentalist IV	Drinking Water Groundwater Bureau
Jacqueline Howarth	Administrator	Drinking Water Groundwater Bureau
Jason Smith	Environmentalist IV	Drinking Water Groundwater Bureau
Bess Morrison	Supervisor VI	Drinking Water Groundwater Bureau
James Martin	Administrator	Public Information and Communications Unit
Jana Ford	Program Specialist IV	Public Information and Communications Unit